



**Monday, July 6, 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 June 15, 2026

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  5. **Changes to the Agenda**

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  6. **Proclamations**

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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 Waiving Competitive Bidding and Authorizing Acceptance of a Three-Year Contract with the Redesign Group for Renewal of VMware Software Licenses in the Amount of \$109,730.88
    - B. Resolution Approving a Contract with Midwest Brickpaving, Inc. for the 2026 Brick Paver Maintenance Project in the Amount of \$105,707 in FY 2026
    - C. Resolution Approving a One-Year Renewal of a Previously Bid Contract with Patriot Pavement Maintenance for the FY 2026 Crack Sealing Program in the Amount of \$40,000
    - D. Resolution Approving a Master License Agreement between the Village of Wheeling and Delta Communications, LLC d/b/a Clearwave Fiber

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  12. **Old Business**

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13. **New Business**

All Listed Items for Discussion and Possible Action

- A. Public Hearing Re: Revocation of Special Use Approval for a Massage Establishment Issued to Jie Spa, 747 W. Dundee Road
- B. Ordinance Repealing Ordinance No. 5788 to Revoke the Special Use Approval Granted to a Massage Establishment, 747 W. Dundee Road (Jie Spa) [Docket No. PSU25-0024]
- C. Ordinance Granting Special Use Approval to Permit the Operation of a Recreational and Instructional Facility for D-BAT Baseball and Softball Training Academy (100 Chaddick Drive) [Docket No. PSU26-0010]
- D. Resolution Approving the Plat of Consolidation of Wheeling Office Center Prepared by IG Consulting, Inc. (300 Marquardt Drive) [Docket No. PSUBFP26-0003]
- E. Ordinance Approving a Plat of Vacation of Plant Road, 1020 S. Plant Road (Chicago Executive Airport) [Docket No. PSUBFP25-0006]
- F. Ordinance Approving a Plat of Dedication for Chicago Executive Airport Dedicating a Portion of the Vacated Plan Road Right-of-Way to the Village of Wheeling as a Public Right-of-Way for Industrial Lane [Docket No. PSUBFP26-0002]
- G. Resolution Consenting to a Cook County Class 6b Property Tax Assessment Classification for the Property Located at 130–150 Carpenter Avenue in the Village of Wheeling, Illinois
- H. DISCUSSION RE: Concept Review, JCW Development, 100 E. Palatine Road

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14. **Official Communications**

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15. **Approval of Bills**

- A. Approval of Bills for June 10 - July 1, 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/>.



## MEMORANDUM

**DATE:** July 6, 2026  
**FROM:** Luca Ursan, IT Director  
**SUBJECT:** Resolution Waiving Competitive Bidding and Authorizing Acceptance of a Three-Year Contract with the Redesign Group for Renewal of VMware Software Licenses in the Amount of \$109,730.88  
**DOLLAR AMOUNT:** 109,730.88  
**BUDGETED:** Yes  
**BUDGET SOURCE:** General Fund  
**RECOMMENDED ACTION:** Motion to Approve  
**STRATEGIC PLAN THEME:** Governance

### EXECUTIVE SUMMARY

Information Technology (IT) staff recommends approval of a contract with the Redesign Group for the annual renewal of VMware software licenses. The three-year contract provides favorable discounts over an extended period. These software licenses are essential for maintaining the daily operations of the Village's data networks. While this renewal contract was previously competitively bid through the State of Illinois, Village staff were able to procure a contract which is significantly lower than the State's contract.

### MEMO

VMware software licenses must be renewed annually to ensure legal compliance with the number of installations the Village currently uses and plans to use across all of its computer networks. Over the years, the Village's Information Technology (IT) Department has relied on VMware as a cornerstone of its operations, finding it to be both robust and reliable. Based on extensive research and experience, IT staff strongly recommends continuing with VMware, and recommends approval of a three-year contract with the Redesign Group for renewal of these licenses for a total of \$109,730.88, or \$36,576.96 per year.

The State of Illinois recently conducted a public bidding process for identical VMware software licenses and awarded a contract to Zones LLC. When the Village's IT staff sought a quote from Zones under the state contract, the proposed one-year renewal came to \$41,395.20.

The Redesign Group responded with a proposal for the same quantity of VMware licenses at a much lower cost of \$36,576.96 per year. This quote comes with the added advantage of locking in this rate for three years.

The Village has previously partnered with the Redesign Group on several IT projects and has been extremely satisfied with the quality of service. Demonstrating its commitment to maintaining this partnership, Redesign has considerably reduced its profit margins on this renewal quote, resulting in the very competitive total price. IT staff sees this as a unique opportunity to renew the Village's VMware licenses at an exceptionally favorable rate and secure these discounts for three years. By choosing the three-year contract option from the Redesign Group, the Village stands to save more than \$14,000 over the state contract alternative.

The Village uses VMware vSphere Foundation as its server virtualization software platform. VMware virtualization refers to the use of VMware's software to create and manage virtual machines (VMs) on a physical server. This allows multiple operating systems and applications to run independently on a single physical machine, maximizing resource utilization and simplifying IT management.

Benefits of VMware server virtualization include:

- Reduced Hardware Costs - Virtualization allows multiple virtual machines to run on a single physical server,

reducing the number of physical servers needed and thereby lowering hardware costs.

- Lower Energy Consumption - Fewer physical servers mean less power consumption and cooling requirements, leading to significant energy cost savings.
- Enhanced Resource Utilization - Virtualization enables dynamic allocation of resources to virtual machines as needed, optimizing performance and avoiding wasted capacity.
- Faster Application Provisioning - Deploying new applications and resources is significantly faster with virtualization, as it eliminates the need for physical hardware setup.
- Simplified Management - VMware provides centralized management tools that simplify the administration of virtualized environments, improving operational efficiency.
- Improved Business Continuity - Features like vMotion and High Availability ensure continuous operation even during hardware failures, minimizing downtime and protecting critical applications.
- Disaster Recovery - Virtualization facilitates disaster recovery by enabling quick backups and restores of virtual machines.

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

**RESOLUTION WAIVING COMPETITIVE BIDDING AND AUTHORIZING ACCEPTANCE OF A  
THREE-YEAR CONTRACT WITH THE REDESIGN GROUP FOR RENEWAL OF VMWARE  
SOFTWARE LICENSES IN THE AMOUNT OF \$109,730.88**

**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**, pursuant to Article 7, Section 6 of the Illinois Constitution, the Village of Wheeling, Cook and Lake Counties, Illinois, is authorized to enter into agreements for the purpose of acquiring professional services; and

**WHEREAS**, the Village of Wheeling has received a proposal from the Redesign Group for renewal of VMware software licenses for a total amount significantly lower than the pricing in the competitively bid State of Illinois contract for VMware licenses; and

**WHEREAS**, the Village of Wheeling deems it to be in its best interest to waive competitive bidding requirements and accept the three-year contract from the Redesign Group for the purchase of VMware software licenses required for sustaining the daily operations of the Village's data networks;

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS**, that competitive bidding requirements are hereby waived, a three-year contract with the Redesign Group is hereby approved, and the Village Manager is hereby authorized to issue a purchase order to the Redesign Group for the purchase of VMware software licenses at a cost not to exceed \$109,730.88.

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 6th day of July 2026, by the President and Board of Trustees of the Village of Wheeling, Illinois.

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

**ATTEST:**

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

■ VILLAGE OF WHEELING, ILLINOIS

# VMware vSphere Foundation 3-Year Renewal

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BY:  
**Michael Abdo**  
The Redesign Group  
mabdo@redesign-group.com

FOR:  
Village of Wheeling, Illinois

# redesign

## VMware vSphere Foundation 3-Year Renewal



PREPARED BY:

**The Redesign Group**  
Michael Abdo  
mabdo@redesign-group.com

PREPARED FOR:

**Village of Wheeling, Illinois**  
2 Community Boulevard  
Wheeling, IL 60090

QUOTE INFORMATION:

Quote #: Q-39135  
Version: 1  
Expiration Date: 07/15/2026

### Quote Lines

224 Cores VMware vSphere Foundation 1-Year Renewal ( 7/29/26-7/28/27)			
SKU	Description	Qty	Net Price
VCF-VSP-FND-1Y	VMware vSphere Foundation for 1 year VMware, LLC - VCF-VSP-FND-1Y	224	\$36,576.96
<b>Subtotal</b>			<b>\$36,576.96</b>
224 Cores VMware vSphere Foundation 1-Year Renewal ( 7/29/27-7/28/28)			
SKU	Description	Qty	Net Price
VCF-VSP-FND-1Y	VMware vSphere Foundation - for 1 year VMware, LLC - VCF-VSP-FND-1Y	224	\$36,576.96
<b>Subtotal</b>			<b>\$36,576.96</b>
224 Cores VMware vSphere Foundation 1-Year Renewal ( 7/29/28-7/28/29)			
SKU	Description	Qty	Net Price
VCF-VSP-FND-1Y	VMware vSphere Foundation for 1 year VMware, LLC - VCF-VSP-FND-1Y	224	\$36,576.96
<b>Subtotal</b>			<b>\$36,576.96</b>
<b>Total:</b>			<b>\$109,730.88</b>

# redesign

## VMware vSphere Foundation 3-Year Renewal



PREPARED BY:

**The Redesign Group**  
Michael Abdo  
mabdo@redesign-group.com

PREPARED FOR:

**Village of Wheeling, Illinois**  
2 Community Boulevard  
Wheeling, IL 60090

QUOTE INFORMATION:

Quote #: Q-39135  
Version: 1  
Expiration Date: 07/15/2026

## Quote Summary

Quote valid until: July 15, 2026

Description	Price
224 Cores VMware vSphere Foundation 1-Year Renewal ( 7/29/26-7/28/27)	<b>\$36,576.96</b>
224 Cores VMware vSphere Foundation 1-Year Renewal ( 7/29/27-7/28/28)	<b>\$36,576.96</b>
224 Cores VMware vSphere Foundation 1-Year Renewal ( 7/29/28-7/28/29)	<b>\$36,576.96</b>
	<b>Total: \$109,730.88</b>

**Acceptance and Incorporation by Reference**

Acceptance of this Order is binding and the above item(s) will be purchased in reliance thereon. All sales are final. After orders are placed, a final invoice will be provided that shall include all applicable taxes and shipping charges not included herein.

This Order shall be governed by the Mandatory Flow Down and Additional Terms for End Users (the "Broadcom Terms") located in this Order Form (the "Agreement") and the Redesign Terms and Conditions located at redesign-group.com/legal.

This Order is effective as of the date both parties have signed below (the "Effective Date"). Both Provider and Client are sometimes referred to individually as a "Party", or together as the "Parties". Any capitalized terms in this Order not directly defined are referred to in the Broadcom Terms.

By signing or accepting this Order, Client acknowledges, represents, and warrants that it has read and agrees to the terms and conditions identified in this Order which are incorporated as if fully set forth herein.

The parties hereby agree that electronic signatures to this Order shall be relied upon and will bind them to the obligations stated herein. Each party hereby warrants and represents that it has the express authority to execute this Order. This Order supersedes all prior negotiations, proposals, orders, agreements and communications between the parties regarding the subject matter herein.

The parties, acting through their authorized officers, hereby execute this Agreement.

**THE REDESIGN GROUP**

**VILLAGE OF WHEELING, ILLINOIS**

**Signature:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**MANDATORY FLOW DOWN AND ADDITIONAL TERMS FOR END USERS:**

Partner shall, either itself or cause its resellers to flow down the following additional terms to the end user (the "Additional Terms"). CA, Inc. is the successor in interest for all Symantec or VMware product families which are available from the Broadcom selling entity quoting such offerings in the United States. CA Programas de Computador, Parte Serv Ltda. is the successor in interest for all Symantec or VMware product families which are available from the Broadcom selling entity quoting such offerings in Brazil. VMware International Unlimited Company is the successor in interest for all Symantec or CA product families which are available from the Broadcom selling entity quoting such offerings anywhere else in the world. Broadcom Government Solutions LLC is the successor in interest for all Symantec or VMware branded enterprise offerings, requiring US Government cleared resources, which are available from the Broadcom selling entity quoting such offerings in the United States.

**END USER TERMS**

The use of these offerings are governed by these ordering terms and conditions as well as: (a) either (i) the Broadcom terms and conditions published at <https://broadcom.com/licensing>, or (ii) the fully executed agreement by and between the End User and an applicable Broadcom entity governing the CA, Symantec, or VMware branded offerings ordered in this Order referenced above as End User Master (provided that any terms that purport to protect any future pricing between the parties and any purported rights to host Broadcom Offerings on the behalf of an unrelated third party shall be deemed null and void for purposes of this Order), (b) the Specific Program Documentation (the "SPD") located at <https://legaldocs.broadcom.com> and/or SaaS Listing applicable to the Broadcom Software, and SaaS located at <https://legaldocs.broadcom.com> (c) the applicable maintenance/support policies and/or guidelines located at <https://docs.broadcom.com/docs/broadcom-maintenance-policy-handbook/> (or successor URL) and (d) the additional terms hereon (collectively, the "End User Terms"), which Partner agrees to ensure such terms are presented to and agreed by the End User along with the additional flow down terms noted below before or at the time of closing the End User transaction. Any terms that may appear on Partner's purchase order that vary from or purport to add to the End User Terms (including, without limitation, pre-printed terms) are deemed not appended, inapplicable, and void.

**TERMINATION FOR CONVENIENCE**

End User agrees it cannot terminate this Order without cause and receive a pro-rata refund of fees not yet incurred, notwithstanding any express or implied right under any legal or equitable theory. For purposes of clarity, in the event End User exercises any right to terminate for convenience under any other contract with Broadcom Inc., along with all its world-wide subsidiaries (collectively, for purposes of this section "Broadcom"), any language in such contract requiring termination of all Broadcom agreements shall not apply to this Order and this Order shall remain in full force and effect. End User understands and agrees that any notice of termination of this Order, other than for an uncured breach by Broadcom, shall not relieve Customer of its obligation to remit any and all remaining payment(s) contained herein and shall not give rise to any right to a refund of any amount paid hereunder.

**ASSIGNMENT**

Neither Party shall assign the End User Terms or any of its rights or delegate any of its duties under the End User Terms, either by operation of law, agreement, or any other process, without the prior written consent of the other Party, except that Broadcom shall have the right to assign the End User Terms or any of its rights or delegate any of its duties under the Agreement at any time to any Broadcom Affiliate(s), or to a successor in interest of all or substantially all of the business to which the End User Terms relate. Subject to the foregoing, the End User Terms will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assigns. Any attempted assignment in violation of this section shall be null and void. "Affiliate" shall mean any person or entity which directly or indirectly owns, controls, is controlled by, or is under common control

with a party, where control is defined as owning or directing more than fifty percent (50%) of the voting equity securities or a similar ownership interest in the controlled entity.

## **NON MAINFRAME REPORTING**

Except as may be prohibited by law, for Software: (i) from the VMware Cloud Foundation business unit which is version 9 or higher, and (ii) from the Application Networking and Security business unit which is VMware vDefend version 9 or higher, and VMware Avi Load Balancer version 32 or higher (collectively, "VCF and ANS Software"), End User is required, when explicitly noted in the applicable SPD, to provide Broadcom with a regularly scheduled verified report detailing End User's installed base and license compliance for such VCF and ANS Software using the format and process specified by Broadcom from time to time ("Compliance Report"). In order to fulfill such reporting requirements, End User must ensure that the Compliance Report files generated by the applicable VCF and ANS Software are either transmitted by the VCF and ANS Software or uploaded by End User on the schedule required in the SPD and in accordance with the product Documentation. The VCF and ANS Software Documentation and SPDs set forth any impacts to the product functionality or other consequences of End User's failure to transmit or upload a timely, unaltered Compliance Report. End User assumes any and all risks associated with the loss of any and all functionality and access to updates, upgrades and patches when caused by End User's failure to provide timely, unaltered Compliance Reports.

## **MIGRATION**

End User understands that Broadcom may migrate a previously licensed software (the "Original Product(s)") to a new software product (the "Migrated Product(s)"). It is the End User's responsibility to understand which products herein may be migrated products. Any migrated products are provided in consideration of Original Product(s) being terminated. End User shall cease using and de-install the Original Product(s) following a transition period not to exceed ninety (90) days, as of the date of receipt of the Migrated Product(s); The Migrated Product(s) are subject to the End User Terms, including all financial obligations relating to the Original Product(s) which remain valid and enforceable and are applicable to the Migrated Product(s). Prior to execution of this Order, End User should ensure it understands the migration for the products licensed herein. Execution of this order shall constitute acceptance of such migration and shall also constitute a representation and warranty by End User that it has reviewed and fully understands same. Migration path for licensed products can be obtained at <https://www.broadcom.com/docs/product-migration> (or successor URL).

## **SOFTWARE SUPPORT AVAILABILITY**

End User understands that Broadcom may either (i) stabilize software in which no future enhancements, versions, releases, development, or service packs are planned, or (ii) the software may be end of life or a particular version is end of service in which Broadcom will no longer provide (a) operational or technical support and (b) develop and provide new enhancements, features, upgrades, service packs, and fixes for the software offering (the "Software Support Availability"). Prior to acceptance of this Order, End User should ensure it understands the support for the products licensed herein. Acceptance of this order shall constitute acceptance of such support and shall also constitute a representation and warranty by End User that it has reviewed and fully understands same. Software Support Availability for licensed products can be obtained at <https://www.broadcom.com/docs/end-ofsupport> (or successor URL).

## **PERSONAL DATA**

End User acknowledges and agrees that Broadcom will process Personal Data as part of the provision of the Broadcom Offerings in accordance with Broadcom's Privacy Policy and Notice located at: <https://www.broadcom.com/company/legal/privacy/policy> (or successor URL). Where Broadcom is a data processor for End User under the applicable local legislation, Broadcom's processing shall be subject to and in accordance with Broadcom's global Data Processing Addendum ("DPA") located at <https://docs.broadcom.com/docs/global-customers-dpa> (or successor URL), including the relevant Standard Contracting Clauses ("SCC") located at: <https://www.broadcom.com/company/legal/privacy/data-transfers> (or successor URL) for international data transfer incorporated

therein. End User has been advised that during the term of this Order Broadcom will collect Personal Data and process it as a Controller pursuant to the Privacy Policy and to the extent permitted by GDPR, and/or the Swiss Federal Data Protection Act and/or other applicable local legislation.

## **NOTICE**

Any notice required or permitted by the End User Terms shall be given in writing and will refer to the End User Terms. Legal notices to Broadcom will be sent to [legal-notice.pdl@broadcom.com](mailto:legal-notice.pdl@broadcom.com) and all other notices will be personally delivered or sent by a reputable overnight courier service (e.g., FedEx, UPS, DHL, etc.), electronic transmission (email or posting to a Broadcom customer portal) or registered or certified mail (return receipt requested) to the other Party's legal department at the address set forth in the Governing Contract, or other address if updated by notice or for Broadcom, as posted to <https://www.broadcom.com/company/legal/licensing/notice> (or successor URL). Notices shall be deemed effective upon electronic confirmation; and if delivered via certified mail or overnight courier, notice shall be deemed effective upon confirmation of delivery.

## **END OF MANDATORY FLOW DOWN AND ADDITIONAL TERMS FOR END USERS**

Set a new *standard*.



06/10/2026

Bill To :  
VILLAGE OF WHEELING  
2 COMMUNITY BLVD  
WHEELING, IL,  
60090-2726, USA  
(847) 459-2600

Ship To:  
LUCA URSAN  
VILLAGE OF WHEELING  
2 COMMUNITY BLVD  
WHEELING, IL, 60090-2726, USA

Quote :K3373128  
PO# :

Software prices subject to change

Hardware quotes are valid for 7 business days

Memory Prices are valid for 24 hours only, call for verification

REMIT PAYMENT TO:  
ZONES LLC  
PO Box 737040  
DALLAS TX 75373-7040

PLEASE SEND PURCHASE  
ORDERS DIRECTLY TO YOUR  
ZONES LLC ACCOUNT MANAGER  
VIA FAX OR EMAIL

Kyle Stapleton  
AE, Field  
Phone 12532886354

Email:kyle.stapleton@zones.com

Item #	Qty.	Mfr.Name	Description	Manufacturers Part #	Unit Price	Total
301791144-YR1	224	VMWARE INC	VMware vSphere Foundation - Year 1	VCF-VSP-FND-1Y	USD 184.80	USD 41,395.20
			Start Date: 07/29/2026 End Date: 07/28/2027  State of IL JPMC - VMware Contract#: CMT3029413 Pricing  MSRP: \$220			

ASK US ABOUT  
Installation Services  
On-site Technical Services and Hourly Service Rates  
Remote Help Desk and Remote Network OS Support

Visit us on the web:<http://www.zones.com>

Sub-Total: USD 41,395.20  
Estimated Sales Tax: USD 0.00  
Shipping: USD 0.00  
Grand Total: USD 41,395.20

Numerous Financing & Leasing Options Available

ZONES LLC  
1102 15th Street S.W., Suite 102  
Auburn, USA 98001  
Phone: (800) 419-9663



**CERTIFIED**  
as an NMBC  
**MINORITY BUSINESS**  
**ENTERPRISE**  
by the NMSDC

IN THE EVENT THAT YOU HAVE AN AGREEMENT ("**AGREEMENT**") IN PLACE WITH ZONES, LLC, THAT GOVERNS THE SALE ASSOCIATED HEREWITH, SUCH AGREEMENT SHALL GOVERN; OTHERWISE THE TERMS AND CONDITIONS OF SALE SET FORTH ON THE WEB PAGE LINKED AT [WWW.ZONES.COM/TERMSOFSALE](http://WWW.ZONES.COM/TERMSOFSALE) ("**TERMS AND CONDITIONS**"), SHALL GOVERN. ZONES EXPRESSLY LIMITS THE TERMS AND CONDITIONS OF THIS SALE TO SUCH AGREEMENT OR THE TERMS AND CONDITIONS, AS APPLICABLE, AND ZONES EXPRESSLY OBJECTS TO, DISCLAIMS, AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS SET.

**WE APPRECIATE THIS OPPORTUNITY TO EARN YOUR BUSINESS, AND LOOK FORWARD TO SERVING YOU SOON! THANK YOU!**



## MEMORANDUM

**DATE:** July 6, 2026  
**FROM:** Daniel Kaup, Deputy Village Manager/Public Works Director  
**SUBJECT:** Resolution Approving a Contract with Midwest Brickpaving, Inc. for the 2026 Brick Paver Maintenance Project in the Amount of \$105,707 in FY 2026  
**DOLLAR AMOUNT:** 105,707  
**BUDGETED:** Yes  
**BUDGET SOURCE:** Capital Improvement Plan funds  
**RECOMMENDED ACTION:** Approve  
**STRATEGIC PLAN THEME:** Transportation & Infrastructure

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### EXECUTIVE SUMMARY

The Brick Paver Maintenance Project involves replacing a portion of paver bricks that have aged and/or are in poor condition at various parks and facilities. This year's project will focus on replacing pavers at Village Hall and at Centennial Park at the Police Station. This resolution approves a contract with Midwest Brickpaving, Inc. in the amount of \$105,707 for the 2026 Brick Paver Maintenance Project.

### MEMO

#### Background:

The Brick Paver Maintenance Project is intended to replace aged or failing bricks at Village-owned parks and facilities. The paver bricks at Centennial Park and Village Hall have settled, are now at the end of their useful life, and need to be replaced.

#### Discussion:

Public Works staff published a request for sealed bids in early June and received two bids on June 30, 2026, for \$105,707.00 and \$128,052.50 respectively. Village staff reviewed the bids and determined Midwest Brickpaving, Inc. of Antioch, Illinois to be the lowest-cost qualified and responsible bidder meeting all contract requirements with a bid of \$105,707.

Approximately 2,756 square feet of brick pavers will be replaced in this year's program. This work will be done in late summer or early fall with minimal impact to traffic.

#### Budget:

Capital Improvement funds in the amount of \$80,000 are approved for this work during FY2026. This year's unit prices are significantly higher than last year. The overage will be paid with available Capital Improvement funds.

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

**RESOLUTION APPROVING A CONTRACT WITH MIDWEST BRICKPAVING, INC. FOR THE 2026 BRICK PAVER MAINTENANCE PROJECT IN THE AMOUNT OF \$105,707 IN FY 2026**

**WHEREAS**, the Village’s 2026 Budget has Capital Outlay funds allocated for the proposed improvements for the proposed Brick Paver Maintenance Project; and

**WHEREAS**, on June 17, 2026, the Village published a request for sealed bids in the *Daily Herald* for the proposed Brick Paver Maintenance Project; and

**WHEREAS**, on June 30, 2026, the Village received and opened two qualified bid proposals for this project ranging in cost from \$105,707.00 to \$128,052.50; and

**WHEREAS**, Public Works staff reviewed the bids and determined Midwest Brickpaving, Inc. to be the lowest-cost qualified and responsible bidder meeting all contract requirements with a bid of \$105,707; and

**WHEREAS**, it is in the best interest of the Village of Wheeling to approve a contract with Midwest Brickpaving, Inc. for the 2026 Brick Paver Maintenance 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 a contract with Midwest Brickpaving, Inc. for the 2026 Brick Paver Maintenance Project in the amount of \$105,707, in accordance with the unit price in the bid proposal dated June 30, 2026.

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 6<sup>th</sup> day of July, 2026, by the President and Board of Trustees of the Village of Wheeling, Illinois.

**ATTEST:**

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

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

2026 Paver Brick Maintenance (#10090203)

Owner: Village of Wheeling

Solicitor: Wheeling IL, Village of

06/30/2026 09:00 AM CDT

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Engineer Estimate Unit Price	Extension	Midwest Brickpaving, Inc. Unit Price	Extension	GC Designs INC. Unit Price	Extension
Base Bid							\$0.00		\$100,707.00		\$123,052.50
	1	1	Paver Brick Removal and Replacement-Village Hall	SF	1144			\$30.50	\$34,892.00	\$35.50	\$40,612.00
	2	2	Paver Brick Removal and Replacement-Centennial Park	SF	1612			\$25.50	\$41,106.00	\$34.50	\$55,614.00
	3	3	Engraved Bricks	EACH	475			\$45.00	\$21,375.00	\$42.50	\$20,187.50
	4	4	Edge Restraints	LF	215			\$3.00	\$645.00	\$7.00	\$1,505.00
	5	5	Weed Barrier	SF	2756			\$0.25	\$689.00	\$1.50	\$4,134.00
	6	6	Concrete Ribbon Repair-Centennial Park	LF	10			\$200.00	\$2,000.00	\$100.00	\$1,000.00
Contingency							\$5,000.00		\$5,000.00		\$5,000.00
	7	7	Construction Contingency	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Base Bid Total:							\$5,000.00		\$105,707.00		\$128,052.50

**VILLAGE OF WHEELING**  
**2026 PAVER BRICK MAINTENANCE**  
**CONTRACT DOCUMENT**

This agreement is made this 6th day of July, 2026 between and shall be binding upon the Village of Wheeling, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (Midwest Brickpaving, Inc.) hereinafter to as (the "Contractor") and its successors.

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

*the removal and replacement of paver bricks*

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 PAVER BRICK MAINTENANCE , 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 6/30/26.
  - 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 \$105,707 paid in accordance with the provisions of the Local Government Prompt Payment Act.



THE VILLAGE OF WHEELING, ILLINOIS

Accepted this 6th day of July, 2026.

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

Attest:

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



## MEMORANDUM

**DATE:** July 6, 2026  
**FROM:** Daniel Kaup, Deputy Village Manager/Public Works Director  
**SUBJECT:** Resolution Approving a One-Year Renewal of a Previously Bid Contract with Patriot Pavement Maintenance for the FY 2026 Crack Sealing Program in the Amount of \$40,000  
**DOLLAR AMOUNT:** 40,000  
**BUDGETED:** Yes  
**BUDGET SOURCE:** Capital Improvement Plan  
**RECOMMENDED ACTION:** Approve  
**STRATEGIC PLAN THEME:** Transportation & Infrastructure

### EXECUTIVE SUMMARY

Crack sealing of concrete and asphalt pavement has been an important and consistent Village investment over the past several years. This resolution approves a one-year renewal of a previously-bid contract with Patriot Pavement Maintenance for the 2026 Crack Sealing Program in an amount not to exceed \$40,000.

### MEMO

#### Background:

Water infiltrating through pavement to the crushed-stone base material can degrade the base and pavement surface through repeated seasonal moisture expansion caused by temperature fluctuations. Roadway crack sealing deters this water infiltration. Public Works intends to continue crack sealing every year to extend the useful life of municipal roadways.

#### Discussion:

In 2024 the Municipal Partnering Initiative (MPI) administered a public bidding process for crack sealing projects for seven municipalities, receiving and opening three bids. The bid process determined Patriot Pavement Maintenance of Wheeling to be the lowest responsive and responsible bidder. The Village's contract with Patriot is in effect for three years, with two optional one-year extensions. Public Works staff and the other participating communities have been satisfied with Patriot's performance and are confident of continued satisfactory service and product for the 2026 contract.

In 2026, Public Works budgeted for sealing approximately 8,200 linear feet of pavement cracks through this program. Decisions regarding which roadway areas are crack-sealed are made by Public Works personnel. The project is expected to begin in late July and be completed in August. Access to roads during the project will be minimally impacted by the work.

#### Budget:

Capital Improvement Plan funds in the amount of \$40,000 have been budgeted for this work in FY2026.

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

**RESOLUTION APPROVING A ONE-YEAR RENEWAL OF A PREVIOUSLY BID CONTRACT WITH PATRIOT PAVEMENT MAINTENANCE FOR THE FY 2026 CRACK SEALING PROGRAM IN THE AMOUNT OF \$40,000**

**WHEREAS**, roadway pavement crack sealing is a necessary investment by municipalities to reduce deterioration and extend the pavement’s useful life; and

**WHEREAS**, the Village of Wheeling’s 2026 Capital Improvement Plan (CIP) has funds allocated for the proposed Fiscal Year (FY) 2026 Crack Sealing Program; and

**WHEREAS**, in 2024, the Municipal Partnering Initiative (MPI) solicited bids for roadway pavement crack sealing on behalf of member municipalities including the Village of Wheeling and determined Patriot Pavement Maintenance of Wheeling to be the lowest-cost responsive and responsible bidder; and

**WHEREAS**, in March 2024 the Village of Wheeling approved a three-year contract with Patriot Pavement Maintenance for roadway pavement crack sealing with two optional one-year extensions; and

**WHEREAS**, it is in the best interest of the Village to approve the renewal of the contract with Patriot Pavement Maintenance for roadway pavement crack sealing in FY 2026;

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS**, that the Village Manager is hereby authorized and directed to execute a renewal contract with Patriot Pavement Maintenance for the FY 2026 Crack Sealing Program in the amount of \$40,000.

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 6th day of July 2026, by the President and Board of Trustees of the Village of Wheeling, Illinois.

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

**ATTEST:**

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

# Village of Wheeling

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## 2026 Crack Sealing Program

26.1420.04

**VILLAGE OF WHEELING**  
**2026 CRACK SEALING PROGRAM**  
**CONTRACT DOCUMENT**

This agreement is made this \_\_\_\_\_ 6th \_\_\_\_\_ day of \_\_\_\_\_ July \_\_\_\_\_, 2026, by and between, and shall be binding upon, the Village of Wheeling, an Illinois municipal Corporation hereinafter referred to as (the "Village") and **Patriot Pavement Maintenance**, hereinafter referred to as (the "Contractor") for the Village of Wheeling 2026 CRACK SEALING ("Project").

Description of Project: Dustless operations including: routing of asphalt and concrete pavement cracks, cleaning of routed cracks, provision of crack sealant compound, and installation of the compound within routed and cleaned cracks to be performed within the Village of Wheeling. This contract shall not include work involving any other village or city that participated in the joint request for bids for Project, which was organized by the Village of Arlington Heights on behalf of the participating municipalities. The contract sum for the work on this Project shall be in accordance with the unit prices set forth in the Contractor's bid proposal submitted to the Village of Arlington Heights for Project – but only as to those quantities located within the Village of Wheeling

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

1. This contract shall embrace and include all of the applicable contract documents associated with the joint bid request for 2026 CRACK SEALING organized by the Village of Mount Prospect on behalf of the participating municipalities and listed below as if attached hereto and incorporated herein (those contract documents associated with the joint bid that are otherwise specific to the other participating cities or villages shall not apply or be incorporated herein, while all general documents and documents specific to the Village of Wheeling shall apply):
  - a. Specification and Contract Document for the 2026 CRACK SEALING PROGRAM consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Invitation to Bid on Contract Document No. - Legal Notice
    - iv) General Terms, Conditions and Instructions
    - v) Specific Terms, Conditions and Instructions and Plans
    - vi) Bid Proposal Form as to unit prices
    - vii) Plans and Specifications (Plan locations limited to the Village of Wheeling)
    - viii) All issued Addenda
    - ix) Certificate of Eligibility to Enter into Public Contract and other attached Certificates
  - b. The Contractor's Bid Proposal Dated February 19, 2024 (as to Village of Wheeling work only at the designated unit prices provided therein)
  - 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 **\$40,000.00** paid in accordance with the provisions of the Local Government Prompt Payment Act.
3. The Contractor represents and warrants that it will comply will all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities.
4. The Contractor shall commence work under this Contract upon written *Notice to Proceed* from the Village and shall complete work on this project by **October 27, 2026**. Time is of the essence of this Contract and Contractor agrees to achieve completion within the contract time by all proper and appropriate means including working overtime without additional compensation. If work is not substantially completed on time, the contractor shall pay the Village of Wheeling \$55.00 for each day of delay unless the delay is approved by the Village of Wheeling.



## 2026 Crack Sealing

No.	Item Description	Units	Quantity	Unit Price	Extended Price
1	Hot Poured Joint Sealer (IDOT 1050.02)	LB	13,294	\$ 1.70	\$22,600.00
2	Fiber Modified Joint Sealer	LB	0	\$ 1.42	\$0.00
3	Mastic Joint Sealer for asphalt/concrete greater than 2" (black)	LB	6000	\$ 2.50	\$15,000.00
4	Mastic Joint Sealer for asphalt/concrete greater than 2" (grey)	LB	0	\$ 2.90	\$0.00
5	Sweeper with disposal at the Municipal facility	Per hour	0	\$ 150.00	\$0.00
6	Sweeper with disposal performed by contractor	Per hour	16	\$ 150.00	\$2,400.00
7	Total discount for each municipality willing to provide their own sweeper and disposal	Per town	0	\$ (0.01)	\$0.00
8	Total discount for each municipality willing to stage equipment at municipal facilities	Per town	0	\$ -	\$0.00
9	Sealcoating-Graphene ES 3-year Warranty	SQFT	0	\$ 0.39	\$0.00
10	Sealcoating-Polymer Modified Master Seal	SQFT	0	\$ 0.16	\$0.00
11	Pavement Marking 4" Line	LNFT	0	\$ 0.30	\$0.00
12	Pavement Marking Letters & Symbols	SQFT	0	\$ 3.95	\$0.00
				Total Base Price=	<b>\$40,000.00</b>



U(Underground)

- iii. Products and Completed Operations Insurance shall be maintained for a minimum of two years after final payment and the Contractor shall continue to provide evidence of such coverage to the City on an annual basis during the two-year period.
- c. Umbrella Excess Liability:
  - i. \$4,000,000 over Primary Commercial General Liability Insurance  
\$10,000 Retention
- d. Automobile Liability (owned, non-owned, hired):
  - i. Bodily Injury & Property Damage \$1,000,000 each occurrence combined single limit
- h. The Bidder further agrees to cause contractual liability endorsements to be issued by the insurance companies and attached to the above-mentioned policies to include under the coverage therein extended an obligation on the part of the insurers to insure against Bidder's contractual liability hereunder and to indemnify the Village and Agent against loss, liability, costs, expenses, attorney's fees and court costs, and further agrees that said coverage shall be afforded therein against all claims arising out of the operation of any structural work law or law imposing liability arising out of the use of scaffolds, hoists, cranes, stays, ladders, supports or other mechanical contrivances. Endorsements to the Certificates of Insurance shall include as additional named insured the following:
  - a. The Village of Wheeling and its officers, agents and employees.

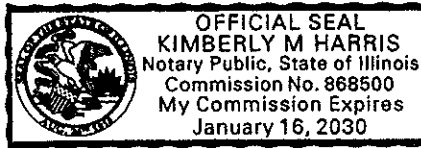
EXHIBIT "A"  
CERTIFICATION UNDER 720 ILCS 5/33E-11

I, Matt Sollars (name), certify that I am employed as the President (title) of Patriot Pavement (company), a Bidder for the contract for the Work described in the Bid to which this certificate is attached, I hereby certify that I am authorized to make this certificate and that I have personal knowledge of the matters certified to herein, and that the company named above is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961.

Patriot Pavement Maintenance  
Firm Name  
By: Matt Sollars - President  
Name/Title  
[Signature]  
Signature

SUBSCRIBED AND SWORN to before  
me this 20th day June, 2026.

[Signature]  
Notary Public



**EXHIBIT "B"**  
**CONTRACTOR'S CERTIFICATION:**  
**Illinois Department of Revenue - Tax Compliance**

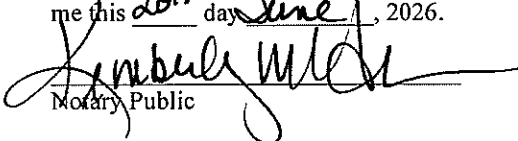
Patriot Pavement Maintenance

Having submitted a bid/proposal for the 2026 CRACK SEALING PROGRAM, to the Village of Wheeling, hereby certifies that said contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

1. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
2. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By:   
Authorized Agent of Contractor

SUBSCRIBED AND SWORN to before  
me this 20th day June, 2026.

  
Notary Public

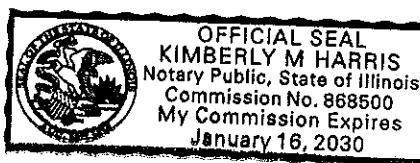


EXHIBIT "C"

CONTRACTOR'S CERTIFICATION:

Sexual Harassment Policy

Matt Sollars, having submitted a bid/proposal for 2026 Crack Sealing, to the Village of Wheeling, hereby certifies that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the Contractor and any of its subcontractors shall not engage in any prohibited form of discrimination in employment as defined by the Act. The Contractor further certifies that it and any of its subcontractors shall maintain a policy of equal employment opportunity consistent with the requirements of the Act. The Contractor further certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4). A copy of these policies shall be provided to the Village or Engineer on request.

By: Matt Sollars  
Authorized Agent of Contractor

SUBSCRIBED AND SWORN to before me this 20th day June, 2026.

Kimberly M Harris  
Notary Public

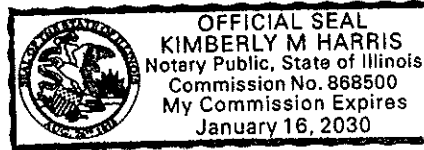


EXHIBIT "D"

CERTIFICATION OF CONTRACTOR c174E  
FHA Rules, 49 CFR 382

Patriot Pavement Maintenance hereby certifies that it is in full compliance with the  
[Company Name]  
Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR 382 et.seq., and that \_\_\_\_\_  
[name of employee/driver or "all employee drivers"]  
is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

Patriot Pavement Maintenance  
[Company Name]

By:

[Signature]

Its: President

SUBSCRIBED AND SWORN to before  
me this 20 day June, 2026.

[Signature]  
Notary Public

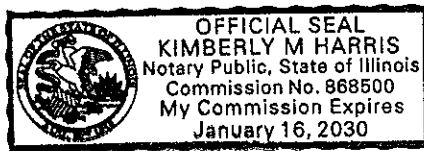


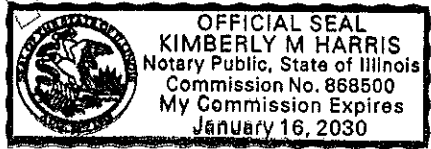
EXHIBIT "E"

PAYROLL CERTIFICATION UNDER 820 ILCS 130/5

I, Matt Sollars (name), certify under oath that I am employed as the President (title) of Patriot Pavement (company), a contractor or subcontractor that has performed work on the 2026 Crack Sealing (name of project) for the Village of Wheeling for the relevant periods set forth in the attached records kept and maintained in conformance with the requirements of Section 5 of the Prevailing Wage Act (820 ILCS 130/5). I hereby certify that I am authorized to make this certificate and that I have personal knowledge of the matters certified to herein, and that the attached payroll records are: (1) true and accurate; (2) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required under the Prevailing Wage Act (820 ILCS 130/0.01 et seq.); and (3) that I am aware that filing a certified payroll that I know to be false is a Class B misdemeanor.

Patriot Pavement Maintenance  
Firm Name  
By: Matt Sollars - Pres  
Name/Title  
[Signature]  
Signature

SUBSCRIBED AND SWORN to before me this 20 day June, 2026.  
[Signature]  
Notary Public



SUBMIT WITH MONITOR PAYROLL

EXHIBIT "F"

EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT CERTIFICATION

Patriot Pavement, having submitted a bid/proposal for 2026 Crack Sealing to the Village of Wheeling, hereby certifies that this contract shall be performed in compliance with all requirements of the Employment of Illinois Workers on Public Works Act 30 ILCS 570/1-7 et seq.

By: Matt S.  
Authorized Agent of Contractor

SUBSCRIBED AND SWORN to before me this 20 day June 2026.

Kimberly M Harris  
Notary Public



# 2024 Crack Sealing MPI

Patriot Paving Maintenance					
	Description	Unit	2024 Unit Price	2025 Unit Price	2026 Unit Price
1	Hot Poured Joint Sealer (IDOT 1050.02)	Lb.	\$ 1.58	\$ 1.68	\$ 1.70
2	Fiber Modified Joint Sealer	Lb.	\$ 1.38	\$ 1.40	\$ 1.42
3	Mastic Joint Sealer for asphalt/concrete greater than 2" (black)	Lb.	\$ 2.50	\$ 2.50	\$ 2.50
4	Mastic Joint Sealer for asphalt/concrete greater than 2" (grey)	Lb.	\$ 2.90	\$ 2.90	\$ 2.90
	Description	Unit	2024 Unit Price	2025 Unit Price	2026 Unit Price
5	Sweeper with disposal at the Municipal facility	Per hour	\$ 150.00	\$ 150.00	\$ 150.00
6	Sweeper with disposal performed by contractor	Per hour	\$ 150.00	\$ 150.00	\$ 150.00
7	Total discount for each municipality willing to provide their own sweeper and disposal	Per town	\$ 0.01	\$ 0.01	\$ 0.01
8	Total discount for each municipality willing to stage equipment at municipal facilities	Per town	\$ -	\$ -	\$ -
9	Sealcoating-Graphene ES 3-year Warranty	SQFT	\$ 0.37	\$ 0.38	\$ 0.39
10	Sealcoating-Polymer Modified Master Seal	SQFT	\$ 0.15	\$ 0.15	\$ 0.16
11	Pavement Marking 4" Line	LNFT	\$ 0.28	\$ 0.29	\$ 0.30
12	Pavement Marking Letters & Symbols	SQFT	\$ 3.95	\$ 3.95	\$ 3.95
National Industrial Maintenance (non compliant- emailed bid)					
	Description	Unit	2024 Unit Price	2025 Unit Price	2026 Unit Price
1	Hot Poured Joint Sealer (IDOT 1050.02)	Lb.	1.97	\$ 2.06	\$ 2.15
2	Fiber Modified Joint Sealer	Lb.	1.97	\$ 2.06	\$ 2.15
3	Mastic Joint Sealer for asphalt/concrete greater than 2" (black)	Lb.	3.97	\$ 4.09	\$ 4.21
4	Mastic Joint Sealer for asphalt/concrete greater than 2" (grey)	Lb.	3.97	\$ 4.09	\$ 4.21
	Description	Unit	2024 Unit Price	2025 Unit Price	2026 Unit Price
5	Sweeper with disposal at the Municipal facility	Per hour	\$ 255.00	\$ 265.00	\$ 275.00
6	Sweeper with disposal performed by contractor	Per hour	\$ 255.00	\$ 265.00	\$ 275.00
7	Total discount for each municipality willing to provide their own sweeper and disposal	Per town	\$ -	\$ -	\$ -
8	Total discount for each municipality willing to stage equipment at municipal facilities	Per town	\$ -	\$ -	\$ -
9	Sealcoating-Graphene ES 3-year Warranty	SQFT	n/a	n/a	n/a
10	Sealcoating-Polymer Modified Master Seal	SQFT	\$ 0.16	\$ 0.18	\$ 0.19
11	Pavement Marking 4" Line	LNFT	\$ 1.00	\$ 1.05	\$ 1.10
12	Pavement Marking Letters & Symbols	SQFT	\$ 3.00	\$ 3.12	\$ 3.24
SKC Construction, Inc.					
	Description	Unit	2024 Unit Price	2025 Unit Price	2026 Unit Price
1	Hot Poured Joint Sealer (IDOT 1050.02)	Lb.	\$ 2.75	\$ 2.86	\$ 2.97
2	Fiber Modified Joint Sealer	Lb.	\$ 2.58	\$ 2.68	\$ 2.79
3	Mastic Joint Sealer for asphalt/concrete greater than 2" (black)	Lb.	\$ 3.20	\$ 3.33	\$ 3.46
4	Mastic Joint Sealer for asphalt/concrete greater than 2" (grey)	Lb.	\$ 4.95	\$ 5.15	\$ 5.36
	Description	Unit	2024 Unit Price	2025 Unit Price	2026 Unit Price
5	Sweeper with disposal at the Municipal facility	Per hour	\$ 197.60	\$ 205.50	\$ 213.72
6	Sweeper with disposal performed by contractor	Per hour	\$ 197.60	\$ 205.50	\$ 213.72
7	Total discount for each municipality willing to provide their own sweeper and disposal	Per town	\$ (500.00)	\$ (520.00)	\$ (540.00)
8	Total discount for each municipality willing to stage equipment at municipal facilities	Per town	\$ (500.00)	\$ (520.00)	\$ (540.00)
9	Sealcoating-Graphene ES 3-year Warranty	SQFT	\$ 0.45	\$ 0.47	\$ 0.50
10	Sealcoating-Polymer Modified Master Seal	SQFT	\$ 0.23	\$ 0.25	\$ 0.25
11	Pavement Marking 4" Line	LNFT	\$ 1.00	\$ 1.04	\$ 1.08
12	Pavement Marking Letters & Symbols	SQFT	\$ 4.00	\$ 4.16	\$ 4.33



**MEMORANDUM**

**DATE:** July 6, 2026  
**FROM:** James Ferolo, Village Attorney  
**SUBJECT:** Resolution Approving a Master License Agreement between the Village of Wheeling and Delta Communications, LLC d/b/a Clearwave Fiber  
**DOLLAR AMOUNT:** N/A  
**BUDGETED:** No  
**BUDGET SOURCE:** N/A  
**RECOMMENDED ACTION:** Approve  
**STRATEGIC PLAN THEME:** Governance

**EXECUTIVE SUMMARY**

Clearwave Fiber desires to install, operate, and maintain underground fiber optic cable within the Village’s rights-of-way. It is Clearwave’s intent to install its fiber optic cables throughout the Village. Upon completion of the project, it will offer high-speed internet services to Village residents and businesses.

**MEMO**

A Master License Agreement governs the terms by which Clearwave will be able to install its fiber optic cables in Village rights-of-way. The key terms of the agreement are as follows:

- The initial term of the agreement is five years from the date of the execution by the Village. The agreement will automatically renew for two successive five-year terms unless either party provides written notice of an intent not to renew.
- Clearwave will pay a \$10,000 initial license fee and thereafter a \$10,000 annual fee until such time as Clearwave is required to pay the Illinois Simplified Municipal Telecommunications Tax (SMTT). Payment of the SMTT will be in lieu of any annual fee.
- The agreement is not specific to one location, as Clearwave will install in phases. However, Clearwave must submit a permit application, pay the applicable permit fees, and obtain a permit for each phase where any cables will be installed. The Village will approve each proposed phase on a permit-by-permit basis.
- All construction by Clearwave must comply with the provisions of the Village’s Right-of-Way Construction Ordinance.
- Clearwave must post a letter of credit to ensure compliance with the License Agreement and the Village’s right-of-way standards.
- Clearwave is required to restore the rights-of-way to the same condition as before the installation, maintenance, or repair.
- The Village can require Clearwave to relocate or remove its cables in certain circumstances.

A copy of the Master License Agreement and the resolution approving the agreement are attached for Village Board consideration.

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

**RESOLUTION APPROVING A MASTER LICENSE AGREEMENT BETWEEN THE VILLAGE OF WHEELING AND DELTA COMMUNICATIONS, LLC d/b/a CLEARWAVE FIBER**

**WHEREAS**, the Village of Wheeling (“Village”), Cook and Lake Counties, Illinois, is a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

**WHEREAS**, as provided in said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals, and welfare; and

**WHEREAS**, in furtherance of its home rule authority, the Village has the right and authority to regulate and permit the installation, operation, and maintenance of fiber optic cable and facilities upon the Village’s public rights-of-way; and

**WHEREAS**, the Village has approved standards for the construction of facilities on its public rights-of-way; and

**WHEREAS**, Delta Communications, LLC d/b/a Clearwave Fiber (Clearwave) desires to construct, install, operate, and maintain fiber optic cable and facilities in the Village’s public rights-of-way; and

**WHEREAS**, the Village and Clearwave desire to enter into a License Agreement whereby the Licensee shall be permitted to install, operate, and maintain fiber optic cable and facilities in the Village’s public rights-of-way in accordance with the terms and conditions of the License Agreement; and

**WHEREAS**, the Village has the authority to enter into this License Agreement pursuant to its home rule powers; and

**WHEREAS**, Clearwave is authorized and empowered to enter into this License Agreement to perform the covenants and promises made and undertaken in the License Agreement;

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COOK AND LAKE COUNTIES, ILLINOIS**, in the exercise of its home rule powers, as follows:

**SECTION 1:** The Master License Agreement between the Village and Clearwave for the use of the public rights-of-way attached hereto as EXHIBIT A is hereby approved.

**SECTION 2:** The Village Manager and Village Clerk are hereby authorized to execute, attest, and seal the Master License Agreement in a form in substantial conformity with the Agreement attached to this Resolution as EXHIBIT A.

**SECTION 3:** This Resolution shall be in full force and effect upon its passage and approval in the manner provided by law.

**ADOPTED** this 6th day of July 2026, pursuant to a roll call vote of the Corporate Authorities of the Village of Wheeling as follows:

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 6th day of July 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**

**MASTER LICENSE AGREEMENT**

## MASTER RIGHT-OF-WAY USE LICENSE AGREEMENT

**THIS MASTER RIGHT-OF-WAY USE LICENSE AGREEMENT** (hereinafter referred to as this "Agreement"), made and entered into this 6th day of July, 2026 pursuant to authority provided by the Illinois Constitution of 1970, Illinois State Statutes, and the Village Municipal Code, between the Village of Wheeling, an Illinois municipal corporation and home rule unit of local government, with its principal office located at 2 Community Boulevard, Wheeling, IL 60090 (hereinafter referred to as the "Village") and DELTA COMMUNICATIONS, LLC d/b/a CLEARWAVE FIBER, with its principal office located at 27 Artley Road, Ste. 4, Savannah, GA 31403 (hereinafter referred to as the "LICENSEE"). The Village and the LICENSEE may be hereinafter referenced individually as "Party" or cumulatively as "Parties".

**IT IS, THEREFORE, AGREED** by and between the Village and the LICENSEE, in consideration of the public health, welfare and safety, and the promises and mutual covenants contained herein, as follows:

### 1. **INTERPRETATIONS AND DEFINITIONS**

- a. **Interpretation:** When not inconsistent with the context, words used in the present tense include the future; words in the plural number include the singular number; and words in the singular number include the plural number. The words "shall" or "will" are always mandatory and not merely directory, and the word "may" is permissive.
- b. **Definitions:** Except as provided herein, terms used within this Agreement shall have the same meaning as set forth within the Village's Right-of-Way Ordinance, as defined herein. Whenever used in this Agreement, the following terms shall have the following meanings:
  - i. **Effective Date:** The date of this Agreement as set forth on the beginning of the first page of this Agreement, which date shall be used for reference purposes and all other purposes.
  - ii. **Facilities:** The individual parts that together make the LICENSEE's Telecommunications System operational for the purposes set forth herein, including, without limitation, all cables, conduits, access manholes, pedestals, boxes, equipment, devices and other appurtenances in the Right-of-Way.
  - iii. **Final Plans and Specifications:** Those certain plans and specifications for the Telecommunications System approved by the Village pursuant to this Agreement.
  - iv. **Governmental Authority:** The United States of America, the State of Illinois, the County of Cook and any political subdivision thereof, including, without limitation, the Village and any agency, department, commission, board, bureau or other instrumentality of any of them that has jurisdiction over the Telecommunications

System or any property over, under, above or along which the Telecommunications System shall be installed.

- v. **License:** The nonexclusive, revocable license granted to the LICENSEE in this Agreement, to use certain Right-of-Way within the license area for the purposes of constructing, installing, using, maintaining, testing, inspecting, operating, repairing and removing the Telecommunications System pursuant to and in accordance with this Agreement.
- vi. **License Fee:** The fees required to be paid pursuant to this Agreement in consideration for the License.
- vii. **Municipal Code:** The Municipal Code of the Village of Wheeling included but not limited to Title 11 and Title 17 as amended from time to time.
- viii. **Permits:** All approvals, consents, permits, certificates, licenses, easements and authorizations required to be obtained from all Governmental Authorities and Persons, in connection with the Telecommunications Systems, including those needed to obtain access to or use of any real property.
- ix. **Person:** Any natural person, or association, firm, partnership, joint venture, corporation, limited liability company or other legally recognized entity or organization, whether for profit, not-for-profit, excluding Governmental Authorities.
- x. **Preliminary Plans and Specifications:** Those certain plans and specifications for the Telecommunications System submitted by the LICENSEE to the Village's **Project Manager, or his or her designee, pursuant to this Agreement.**
- xi. **Project Manager:** The \_\_\_\_\_ of the Village.
- xii. **Right-of-Way:** A public street, highway, road, roadway, utility easement, or other public right-of-way now or hereafter held by the Village in a proprietary or governmental/regulatory capacity.
- xiii. **Right-of-Way Ordinance:** The Construction of Facilities in the Right-of-Way Ordinance contained in the Municipal Code at Title 11.
- xiv. **Telecommunications System:** The telecommunications network consisting primarily of fiber optic cables to be constructed and installed by the LICENSEE pursuant to and in accordance with this Agreement, including, without limitation, all Facilities to be used by the LICENSEE to make the telecommunications network fully operational, for the purposes of transmitting, receiving and distributing telecommunications and other information, including, without limitation, voice, data, signals and other forms of communications, provided that the LICENSEE shall not be a cable operator, as such term as defined under the Cable Communications Policy Act of 1984 and the 1992 Cable Television

Consumer Protection and Competition Act, as amended or as may be amended in the future.

2. **GRANT AND ACCEPTANCE OF LICENSE**

a. **Grant of License**: The Village hereby grants to the LICENSEE a non-exclusive, revocable License for the Term of this Agreement to occupy and use only the certain Right-of-Way within the Village as detailed in the Final Plans and Specifications referenced in this Agreement for the sole purpose of constructing, installing, using, maintaining, testing, inspecting, operating, repairing and removing the Telecommunications System. This License is limited to only the specific route and locations within the certain Right-of-Way, within the Village, as detailed in the Final Plans and Specifications. This Agreement does not convey any right, title or interest in the Right-of-Way or property of the Village, but shall be deemed a license only to use and occupy the Right-of-Way or property of the Village for the limited purposes stated in this Agreement. Neither this Agreement nor the License shall be construed to create an assignment coupled with an interest, any vested right, or any warranty of title. The Parties hereto expressly intend and acknowledge that the LICENSEE's fiber optic cables and telecommunication lines will be personal property of the LICENSEE and not fixtures.

The rights granted to the LICENSEE herein shall always be subordinate to the Village's right to ingress into and egress out of, to use, occupy, repair, maintain, or otherwise utilize the Right-of-Way.

b. **Acceptance of License**: The LICENSEE hereby accepts the License and agrees to strictly comply with this Agreement.

c. **License, Permits and Approvals**: With the exception of those rights granted herein, this Agreement shall not take the place of any license, permit or approval that is or may in the future be required to be, secured by the LICENSEE from any Governmental Authority or Person in order to (i) install, use, maintain, test, inspect, operate, repair or remove the Telecommunications System; (ii) access, possess or otherwise use any real property; or (iii) engage in, maintain, operate or carry on a business within the Village.

d. **Nonexclusivity of Grant**: This Agreement does not confer any exclusive right, privilege, license or franchise to occupy or use the Right-of-Way or property of the Village for the provision of any services or any other purpose. Nothing contained in this Agreement shall prohibit the Village from granting any other Governmental Authority or Person a license similar to the one granted herein to construct, install, maintain and operate a telecommunications system in the Village.

e. **License Term**: The Term of the License shall begin on the Effective Date and shall expire five (5) years from the Effective Date, and may be renewed or terminated pursuant to this Agreement. Following the first renewal term, this Agreement may be renewed by mutual agreement of the Parties for successive five (5) year terms

provided the Licensee is in full compliance with the terms and conditions of this Agreement at the time of renewal. The Licensee shall make written request for renewal of this Agreement at least sixty (60) days prior to the expiration of the then current term.”

**f. License Renewal:**

- i. The LICENSEE may seek to renew its License by filing a Renewal Application, not more than one hundred fifty (150) days, nor less than ninety (90) days before expiration of the current license Term. Said Application shall include the information required by the Village.
- ii. Within ninety (90) days after receiving the Renewal Application, the Village Manager shall issue a written determination granting or denying the Renewal Application in whole or in part, applying the following standards. If the Renewal Application is denied, the written determination shall include the reasons for nonrenewal, which include, but are not limited to the following:
  1. The financial and technical ability of the LICENSEE to provide the services permitted and perform its obligation under the license agreement and applicable laws and ordinances.
  2. The legal ability of the LICENSEE to provide the services permitted and perform its obligations under the license agreement and applicable laws and ordinances.
  3. The continuing capacity of the Right-of-Way or ways or other Village property to accommodate the LICENSEE's existing facilities.
  4. The LICENSEE's compliance with the requirements of the Municipal Code and this Agreement.
  5. Applicable Federal, State and local laws, rules and policies.
  6. Such other factors as may demonstrate whether the continued license for use of the Right-of-Way will serve the community's interest.
- iii. The LICENSEE's License shall not be renewed until any and all ongoing violations or defaults in the LICENSEE's performance of this Agreement, as the case may be, have been cured, as approved by the Village Manager.

**3. TAXES AND FEES**

- a. **Simplified Municipal Telecommunications Tax:** LICENSEE hereby represents that it is a Telecommunications Retailer as defined by the Telecommunications Infrastructure Maintenance Fee Act (TIFMA) (35 ILCS 635/10 and is subject to Simplified Municipal Telecommunications Tax (SMTT) (35 ILCS 636/5) as imposed by the Village for the Facilities being installed pursuant to this Agreement. The LICENSEE shall collect and pay the Village's Simplified Municipal

Telecommunications Tax as required by the Municipal Code and State Law for the use of the Facilities installed pursuant to this Agreement. LICENSEE agrees to timely pay the SMTT during the term if this Agreement.

For so long as (a) the Village imposes a simplified municipal telecommunications tax (or any successor tax) in the amount of 6%, or the maximum rate otherwise allowable by applicable law, as may be amended from time to time, and (b) LICENSEE collects and remits said SMTT, no recurring annual fees or other amounts shall be due to the Village for the use and occupancy of the Village's Right-of-Way. On no less than a quarterly basis, LICENSEE shall submit in writing a confirmation of the amount of the SMTT remitted to the State of Illinois for the preceding quarter. Such remittance shall be provided to the Village's Finance Department via USPS or electronic mail and it shall include the LICENSEE's name, the contact information for the person or department responsible on behalf of LICENSEE for answering any questions related to the remittance, period of remittance and amount remitted.

- b. Fees.** Licensee shall pay an initial fee of Ten Thousand Dollars (\$10,000) upon execution of this License Agreement ("Initial Fee").

Thereafter, (1) if the SMTT is no longer imposed by the Village, or (2) the LICENSEE is not subject to payment of the SMTT, LICENSEE shall pay an annual fee ("Annual Fee") as follows: No later than May 1st, 2026 the amount of Ten Thousand Dollars (\$10,000) shall be paid to the Village per annum; thereafter, said annual fee shall be increased each year by four percent (4%) over the previous year's fee. The annual fee shall be paid to the Village no later than May 1st of each year. Payments made after May 1st shall include a late-penalty fee of ten percent (10%).

- c. Permit Fees:** LICENSEE shall also be required to pay any applicable permit fees for each permit applied for and/or issued.

- c. Third Party Review Fees:** The LICENSEE shall reimburse to the Village the reasonable cost of any third-party engineering or other review of its permit applications, for compliance with all applicable codes, rules and regulations of the Village and other Governmental Authorities, as applicable. Such costs shall be documented by the Village and shall be periodically provided to the LICENSEE for payment/reimbursement due within thirty (30) days of receipt. The Village shall provide the LICENSEE with written notice of the anticipated scope and estimated cost of any third-party review prior to authorizing such review, and no such costs shall be incurred without the LICENSEE's prior written consent, which shall not be unreasonably withheld.

- d. Construction Oversight:** The LICENSEE shall reimburse to the Village the reasonable cost of any construction oversight and monitoring of LICENSEE's work within the Village. Such costs shall be documented by the Village and shall be periodically provided to the LICENSEE for payment/reimbursement due within thirty

(30) days of receipt. The Village shall provide the LICENSEE with written notice of the anticipated scope and estimated cost of any third-party oversight prior to authorizing such oversight, and no such costs shall be incurred without the LICENSEE's prior written consent, which shall not be unreasonably withheld.

- e. **Service to the Village:** Within thirty (30) days of LICENSEE providing maps to the Village, the Village may request an estimate from LICENSEE regarding the cost of installing additional conduit and handholes within LICENSEE'S planned installation path(s). The Village shall reimburse LICENSEE for all costs related to installing any additional requested conduit and hand holes within thirty (30) days of receiving an invoice from LICENSEE.
- f. **Other Fees, Costs and Compensation:** The Village shall issue the LICENSEE invoices for the amount of any other fees, costs and compensation due to the Village from the LICENSEE pursuant to this Agreement or pursuant to any applicable Village codes, rules and regulations.
- g. **Default Fees and Costs:** The LICENSEE agrees to pay the Village's reasonable attorney's fees and costs of collection, including litigation costs, should the LICENSEE default on this Agreement.
- h. **General Fee Provisions:**
  - i. In the event that the LICENSEE fails to pay the SMTT or any fees in lieu of the SMTT during the term of this Agreement, the Village may in the Village's sole discretion, (i) terminate this Agreement; or (ii) may require the LICENSEE to reimburse the Village for all additional costs and expenses incurred by the Village in connection with any issuance, modification, amendment, renewal or transfer of this Agreement or of the License granted pursuant to this Agreement and to pay compensation charged and paid for the use of the Right-of-Way, separate from, and additional to, all federal, State, local and Village taxes as may be levied, imposed or due from any Person or its customers or subscribers, or on account of any business, activity or services, whether or not relating to use of Right-of-Way.
  - ii. Each invoice provided to LICENSEE by Village shall be paid by the LICENSEE within thirty (30) days from the date of issuance of said invoice.
  - iii. Any payment due from a LICENSEE that is more than thirty (30) days past due shall be deemed delinquent, and shall accrue interest at the rate of 18%, compounded annually.
  - iv. The acceptance by the Village of any payment shall not be construed as an accord by the Village that the amount of such payment is the correct amount due from the LICENSEE pursuant to this Agreement, nor shall such acceptance of any payment be construed to be a release or waiver of any

claim the Village may have for further or additional sums due and payable pursuant to this Agreement.

- v. All payments due to the Village from the LICENSEE pursuant to this Agreement shall be paid without counterclaim, setoff, deduction or defense. In the event the LICENSEE does setoff or deduct any amount from any such payment or otherwise reduces the amount due based on a counterclaim or defense, the Village shall have the right to, without any liability to the LICENSEE, its customers or any third Persons, pursue all remedies available to it at law or in equity, including without limitation, revocation of the LICENSEE's License.
- vi. Payment by the LICENSEE to the Village of the fees and charges set forth in this Agreement are compensation for Village services and shall not be considered in the nature of a tax. Such payments shall be separate from, and additional to, all federal, state, local and municipal taxes, as may be due, which are separate and distinct obligations of the LICENSEE.
- vii. The Village will give LICENSEE reasonable advance notice and documentation for any costs, fees, or other compensation due to the Village pursuant to this Agreement.

#### **4. INTERCITY CIRCUITS AND REPORTING REQUIREMENTS**

- a. If the LICENSEE constructs circuits from within the Village limits of the Village extending to points beyond such Village limits and providing point-to-point nonswitched interexchange telecommunications services with no intermediate Services within the Village ("Intercity Circuits"), the LICENSEE agrees to bill its customers separately for telecommunication Services provided through Intercity Circuits.
- b. The LICENSEE shall furnish to the Village such information as may be reasonably required by the Village to effect compliance by the LICENSEE and the LICENSEE's customers with any ordinances of the Village which shall be in effect from time to time regulating, taxing or otherwise concerning the LICENSEE's operation of a Telecommunications System pursuant to this Agreement.
- c. The LICENSEE also specifically acknowledges its duty and obligation to comply with the ordinances of the Village, including any ordinances that require the payment or collection of another Village tax or the obtaining of any Village licenses. Breaching the provisions of this Section shall be a default under this Agreement.

#### **5. CONSTRUCTION OF TELECOMMUNICATIONS SYSTEM**

##### **a. Plans and Specifications**

- i. **Submission of Plans and Specifications:** The LICENSEE shall, within forty-five (45) days after the Effective Date, or such later date as mutually agreed to

by the Parties in writing, submit to the Project Manager, for review and comment, six (6) complete sets of the Preliminary Plans and Specifications, and such other documentation as required by the Project Manager. The Preliminary Plans and Specifications shall include, without limitation:

1. A map in sufficient detail indicating:
    - a. the proposed route for all cable lines in each Right-of-Way where such cables are proposed to be placed underground;
    - b. all existing utilities in such Right-of-Way, as provided by the Village via GIS or substantially similar records;
    - c. The permit application shall include a drawing depicting the proposed horizontal location and depth of underground burial of the cable lines;
    - d. all trees, structures, improvements and obstructions in such Right-of-Way and any trees, utility facilities, structures or other improvements or obstructions that the LICENSEE proposes to temporarily or permanently remove or relocate; and
    - e. the names of owners of all properties, public or private, under, over or across that the fiber lines are proposed to be constructed and/or installed. For avoidance of doubt, such detail will not be required unless the proposed routes fall outside the Right-of-Way
  2. The proposed phasing of the construction activities.
  3. A complete list of all permits required to be obtained from Governmental Authorities.
  4. A written traffic control plan delineating the proposed construction schedule and traffic impacts on the Right-of-Way. The plan shall be proposed in accordance with the Manual on Uniform Traffic Control Devices published by the United States Department of Transportation, Federal Highway Administration.
- ii. **Review by the Village/Identification of Conflicts**: The Project Manager shall review the Preliminary Plans and Specifications within thirty (30) days and shall submit any comments in writing to the LICENSEE. Where conflicts with other utilities, overcrowding of particular rights-of-way, or other potential issues are identified, the LICENSEE shall be advised of same and the Parties shall consult or otherwise work cooperatively to identify alternatives.
- iii. **Phasing**: The Project Manager, or his or her designee, may require the Preliminary Plans and Specification to be submitted in phases, based upon the length of the proposed route(s) of the telecommunication system, the number of existing utilities within any proposed Right-of-Way, the potential for interference with existing utilities, or the potential for interference with the use of the Right-of-

Way where construction activities are proposed. The Village shall have the right to refuse to approve or authorize any permit if it reasonably determines that space within a Right-of-Way is inadequate to accommodate the LICENSEE's Facilities.

- iv. **Submission of Final Plans and Specifications:** The LICENSEE shall, within thirty (30) days of the date the LICENSEE receives the written comments respecting the Preliminary Plans and Specifications, submit to the Project Manager, or his or her designee, six (6) complete sets of the Final Plans and Specifications. The Final Plans and Specifications shall consist of final, complete and revised versions of each of the Preliminary Plans and Specifications. If the Project Manager, or his or her designee, is satisfied that the Final Plans and Specifications are in order and reflect all the revisions that the Project Manager, or his or her designee, requested in connection with the review of the Preliminary Plans and Specifications, then the Project Manager, or his or her designee, shall approve the Final Plans and Specifications not later than thirty (30) days after receipt thereof. In the event the Final Plans and Specifications do not meet the requirements of the Project Manager, or his or her designee, he or she shall notify the LICENSEE, in writing, of the denial of the Final Plans and Specifications. No construction of any kind shall commence, and the Village shall not be required to issue any permits for any construction, unless and until the Project Manager, or his or her designee, approves the Final Plans and Specifications.
  - v. **No Waiver of Code Requirements:** Under no circumstances shall the Village be obligated or required to revise, amend, modify or waive any of the codes, ordinances, rules or regulations of the Village.
- b. **Coordination of Construction Activities:**
- i. The LICENSEE is required to and shall cooperate with the Village and other licensees.
  - ii. By February 1 of each year, the LICENSEE shall provide the Village with a schedule of its proposed construction activities in, around or that may affect the Right-of-Way and ways during the subsequent one (1) year period.
  - iii. The LICENSEE shall meet with the Village, other licensees and users of the Right-of-Way annually or as determined by the Village to schedule and coordinate construction in the Right-of-Way.
  - iv. All construction locations, activities and schedules shall be coordinated, as ordered by the Village's Project Manager, or his or her designee, to minimize public inconvenience, disruption or damages.
- c. **Adjustments:** The LICENSEE shall adjust to depth, line, and/or grade at its sole expense all appurtenances related to its telecommunications system in the street or

Right-of-Way at the time the street or Right-of-Way rehabilitation, repair or reconstruction occurs.

**d. Permits**

- i. Obligation to Obtain Village Permit.** As a condition precedent to its right of access and use of the Right-of-Way, the Licensee shall submit a site-specific permit application for each location for which a license is requested. Each permit application shall include all siting, design, construction information and documents required by the Right of Way Ordinance in sufficient detail to demonstrate to the Village that the Telecommunications System will be constructed in accordance with all applicable codes and ordinances and shall meet the requirements of this Agreement, provided, however, whenever the LICENSEE elects to engage in construction or maintenance of a lateral connection from its Telecommunications System to a customer location which was not included within the Final Plans and Specifications, such permit application and plans and specifications shall demonstrate that such lateral is consistent with the overall concept of the Final Plans and Specifications, presents no threat to the public health and safety, and meets all other requirements of this Agreement. If the Project Manager is satisfied that the proposed construction conforms to the requirements of the Right-of-way Ordinance and this Agreement, the Project Manager shall issue a permit as soon as practicable.
- ii. Obligation to Obtain Other Permits:** The LICENSEE shall, before commencing construction of any kind in the Village, obtain all Permits as may be necessary or required for the use of property in connection with, and for the construction of, the Telecommunication System. The LICENSEE shall submit copies of all Permits received by it, with the exception of those issued by the Village, to the Project Manager, or his or her designee, prior to the commencement of construction.
- iii. Title; Condition of Right-of-Way.** It is understood and agreed that the Village makes no representations, warranties or assurances with respect to the following: the condition of the title or boundaries of the Right-of-Way; the condition of the underground duct or conduit; other utilities or facilities in the Right-of-Way; any other improvements or soils located on the Right-of-Way; or the suitability of the Right-of-Way for LICENSEE's intended use. LICENSEE assumes all risks associated with the placement, operation and maintenance of the Facilities within the Right-of-Way and suitability of the Right-of-Way for its Facilities. LICENSEE accepts the Right-of-Way in an "As Is, Where Is" condition, including any environmental conditions, and accordingly, the Village shall not be held liable for any damages or liabilities resulting from any actions that arise because of any adverse claims concerning the title, boundaries or condition of the Right-of-Way.

- iv. **Membership in JULIE:** The LICENSEE shall, before commencing construction, become a member of Joint Utility Locating Information for Excavators ("JULIE") and shall at all times during the-term of this Agreement, comply with all regulations of JULIE.
- v. **Construction in Accordance with Permits:** The LICENSEE shall construct the Telecommunications System in strict accordance with all permits issued and all applicable codes, rules and regulations of all Governmental Authorities, and the failure to comply with the permit documents shall constitute a material breach of this Agreement. The LICENSEE shall, as diligently as possible but in no event later than thirty (30) days after delivery of a violation notice by the Village, correct such violation. Notwithstanding the foregoing, if the violation constitutes a potential threat to the public, the LICENSEE shall correct the violation immediately following notice of the violation or threat.
- vi. Licensee shall obtain all required permits before commencing any work. All activity must comply with the Village Code, applicable safety standards, and any conditions attached to the permits. No facility may be installed or maintained outside of the Licensed Area without prior written approval.
- vii. Licensee shall not use or occupy any easement or property interest not owned by the Village without first obtaining lawful authority to do so and providing written evidence thereof to the Village.
- viii. Licensee shall not interfere with existing or future public utility infrastructure and shall coordinate installations to avoid conflict with existing easements or encroachments.
- ix Licensee shall construct and maintain its facilities in a manner that preserves the safety and accessibility of the public rights-of-way. Facilities shall not impede visibility, ADA access, or emergency response operations.
- x.
- xi. Licensee shall annually register with the Village as required by Section 11.12.030 of the Village Code, including current contact, emergency, and insurance information.
- xii. No person shall construct (as defined in this Chapter 11 of the Village Code) any facility on, over, above, along, upon, under, across, or within any Village right-of-way which: (1) changes the location of the facility, (2) adds a new facility, (3) disrupts the right-of-way (as defined in Chapter 11 of the Village Code), or (4) materially increases the amount of area or space occupied by the facility on, over, above, along, under across or within the right-of-way, without first filing an application with the Village Engineer and obtaining a permit from the Village therefor, except as otherwise provided in Chapter 11 of the Village Code. No permit shall be required for installation and maintenance of service

connections to customers' premises where there will be no disruption of the right-of-way.

**xiii.** All applications for permits pursuant to Chapter 11 of the Village Code shall be filed on a form provided by the Village and shall be filed in such number of duplicate copies as the Village may designate. The applicant may designate those portions of its application materials that it reasonably believes contain proprietary or confidential information as "proprietary" or "confidential" by clearly marking each page of such materials accordingly.

**xiv.** Permit application length. All permit applications will be limited to 5,000 feet or as determined reasonable by the Village Engineer.

**xv.** Minimum General Application Requirements. The application shall be made by the utility or its duly authorized representative and shall contain, at a minimum, the following:

1. The utility's name and address and telephone and telecopy numbers.
2. The applicant's name and address, if different than the utility, its telephone, telecopy numbers, e-mail address, and its interest in the work.
3. The names, addresses and telephone and telecopy numbers and e-mail addresses of all professional consultants, if any, advising the applicant with respect to the application.
4. A general description of the proposed work and the purposes and intent of the facility and the uses to which the facility will be put. The scope and detail of such description shall be appropriate to the nature and character of the work to be performed, with special emphasis on those matters likely to be affected or impacted by the work proposed.
5. Evidence that the utility has been placed on file with the Village:
6. Written traffic control plan demonstrating the protective measures and devices that will be employed consistently with the Illinois Manual on Uniform Traffic Control Devices, to prevent injury or damage to persons or property and to minimize disruptions to efficient pedestrian and vehicular traffic; and
7. An emergency contingency plan which shall specify the nature of

potential emergencies, including, without limitation, construction and hazardous materials emergencies, and the intended response by the applicant. The intended response shall include notification to the Village and shall promote protection of the safety and convenience of the public. Compliance with ICC regulations for emergency contingency plans constitutes compliance with this section unless the Village finds that additional information or assurances are needed.

8. Drawings, plans and specifications showing the work proposed, including the certification of an engineer that such drawings, plans, and specifications comply with applicable codes, rules, and regulations; Drawings must include all existing utilities which should be obtained through a Design Stage JULIE locate ticket request.

9. Evidence of insurance as required herein.

10. Evidence of posting of the security fund as required in Section 11.12.100 of the Village Code.

11. Any request for a variance from one or more provisions of Chapter 11 of the Village Code; and

12. Such additional information as may be reasonably required by the Village.

**xvi.** In the case of the installation of a new electric power, communications, telecommunications, cable television service, video service or natural gas distribution system, evidence that any "Certificate of Public Convenience and Necessity" or other regulatory authorization that the applicant is required by law to obtain, or that the applicant has elected to obtain, has been issued by the ICC or other jurisdictional authority.

**xvii.** Applicant's Duty to Update Information. Throughout the entire permit application review period and the construction period authorized by the permit, any amendments to information contained in a permit application shall be submitted by the utility in writing to the Village within thirty days after the change necessitating the amendment.

**xviii.** Village Review of Permit Applications. Completed permit applications, containing all required documentation, shall be examined by the Village Engineer within a reasonable time after filing. If the application does not conform to the requirements of applicable ordinances, codes, laws, rules, and regulations, the Village Engineer shall reject such application. If the Village Engineer is satisfied that the proposed work conforms to the requirements of Chapter 11 of the Village Code and applicable ordinances, codes, laws, rules, and regulations, the Village Engineer shall issue a permit therefor as soon as practicable. In all instances, it

shall be the duty of the applicant to demonstrate, to the satisfaction of the Village Engineer, that the construction proposed under the application shall be in full compliance with the requirements of Chapter 11 of the Village Code. The Village Engineer may also approve an application "As Noted", which will demonstrate provisions of the permit that are required of the work.

- xix.** Effect of Permit - Authority Granted. No Property Right or Other Interest Created. A permit from the Village authorizes a permittee to undertake only certain activities in accordance with Chapter 11 of the Village Code on Village rights-of-way and does not create a property right or grant authority to the permittee to impinge upon the rights of others who may have an interest in the rights-of-way.
- xx.** Duration. No permit issued under Chapter 11 of the Village Code shall be valid for a period longer than six months unless construction is actually begun within that period and is thereafter diligently pursued to completion.
  
- xxi.** Pre-Construction Meeting at the Village Engineer's option, no construction shall begin pursuant to a permit issued under Chapter 11 of the Village Code prior to attendance by the permittee and all major contractors and subcontractors who will perform any work under the permit at a pre-construction meeting. The pre-construction meeting shall be held at a date, time and place designated by the Village with such Village representatives in attendance as the Village deems necessary. The meeting shall be for the purpose of reviewing the work under the permit, and reviewing special considerations necessary in the areas where work will occur, including, without limitation, presence or absence of other utility facilities in the area and their locations, procedures to avoid disruption of other utilities, use of rights-of-way by the public during construction, and access and egress by adjacent property owners.
  
- xxii.** Compliance with All Laws Required. The issuance of a permit by the Village does not excuse the permittee from complying with other requirements of the Village and applicable statutes, laws, ordinances, rules, and regulations. A minimum of seventy-two hours prior written notice must be given to the Village Engineer before any work shall begin pursuant to a permit issued under Chapter 11 of the Village Code, Copy of Permit A copy of the issued permit shall be kept at the work site at all times.
  
- xxiii.** Revised Permit Drawings - If the actual locations of any facilities deviate in any material respect from the locations identified in the plans, drawings and specifications submitted with the permit application, the permittee shall submit a revised set of drawings or plans to the Village within ninety days after the completion of the permitted work. The revised drawings or plans shall specifically identify where the locations of the actual facilities deviate from the locations

approved in the permit. If any deviation from the permit also deviates from the requirements of Chapter 11 of the Village Code it shall be treated as a request for variance in accordance with Section 11.12.210 of Chapter 11 of the Village Code. If the Village denies the request for a variance, then the permittee shall either remove the facility from the right-of-way or modify the facility so that it conforms to the permit and submit revised drawings or plans therefore.

**xxiv.** Village Right to Revoke Permit. The Village may revoke or suspend a permit issued pursuant to Chapter 11 of the Village Code for one or more of the following reasons:

1. Fraudulent, false, misrepresenting, or materially incomplete statements in the permit application.
2. Noncompliance with Chapter 11 of the Village Code.
3. Permittee's physical presence or presence of permittee's facilities on, over, above, along, upon, under, across, or within the rights-of-way presents a direct or imminent threat to the public health, safety, or welfare:
4. Permittee's failure to construct the facilities substantially in accordance with the permit and approved plans; or
5. Incomplete or failure to perform on another permit within the Village.

**xxv.**

**xxvi.** The Village may, in its discretion, for good cause shown, extend the time periods provided in this subsection.

**xxvii.** Stop Work Order. In addition to the issuance of a notice of revocation or suspension, the Village may issue a stop work order immediately upon discovery of any of the reasons for revocation set forth within subsection A of this section.

**xxviii.** Failure or Refusal of the Permittee to Comply. If the permittee fails to comply with the provisions of subsection C of this section, the Village or its designee may, at the option of the Village: (1) correct the deficiencies; (2) upon not less than twenty days'

notice to the permittee, remove the subject facilities or equipment; or (3) after not less than thirty days' notice to the permittee of failure to cure the noncompliance, deem them abandoned and property of the Village. The permittee shall be liable in all events to the Village for all costs of removal.

**e. Construction on and in Right-of-Way**

- i. **Right-of-way Ordinance:** The use of the Right-of-Way and all work performed thereon shall comply with the Right-of-Way Ordinance and the requirements of all Governmental Authorities.
- ii. **Minimal Interference:** All work performed on, in, under, across or along the Right-of-Way shall be conducted so as to minimize any interference with all existing utilities and the rights and convenience of the general public, including traffic flow, the LICENSEE shall, at all times, employ reasonable care to avoid damage or interference with existing utilities, and while performing work: (a) employ reasonable care to protect the health and safety of the public, and (b) operate in accordance with the traffic control plan as approved by the Project Manager, or his or her designee.
- iii. **Barricades:** The LICENSEE shall use suitable barricades, flags, lights, flares or other protective devices at such times and places as are required by its traffic control plan, all applicable ordinances, codes, rules and regulations and at such additional times and places as are required for the safety of all members of the general public, so as to prevent injury to any Person or damage to any vehicle by reason of any work being performed, as determined by the Village in its sole Judgment and discretion.

**f. Excavation Work Time Periods**

- i. **Prior Notification:** The LICENSEE shall notify the Village's Project Manager, or his or her designee, and the owners of all private property abutting the proposed excavation at least seventy-two (72) hours prior to any excavation which comes within ten (10) feet of any existing Village utilities or in any Public Street. Nothing herein shall be construed as preventing the LICENSEE from making immediate repairs to any damage caused to any Facilities, provided that the LICENSEE shall notify the Village's Project Manager, or his or her designee, as promptly as possible before such repair work or if an emergency, as soon thereafter as possible, and in any event, shall notify JULIE before such repair work.
- ii. **Excavation Plans:** No excavation on any Public Street or private property shall be conducted more than twenty-four (24) hours prior to the installation therein of any Facilities.
- iii. **Excavations in Lawns and Parkways:** All excavations in lawns or grassy parkways within any Public Street or Right-of-Way shall be immediately

backfilled and tamped. If such excavations are performed between May 1st and October 1st, they shall be restored with sod, unless otherwise directed by the Village Engineer, within fourteen (14) days of completion of such excavation, and if performed between October 1st and May 1st, they shall be restored with sod no later than May 15th, all in accordance with the applicable provisions of this Agreement, provided, however, the time for restoring with sod shall be extended as may be reasonably necessary under the circumstances in the event adverse weather conditions prevent completion of such restoration within the time periods provided herein.

- g. Trimming Trees Prohibited:** The LICENSEE shall be prohibited from cutting or trimming any tree, shrub or other vegetation, in or on any Public Street prior to receiving the written approval of the Village's Project Manager, or his or her designee. The LICENSEE may cut or trim trees on private property as necessary, provided, however, the LICENSEE shall first obtain the permission of the affected property owner. All such trimming shall be in accordance with standard local arboricultural practices, and no trimming shall occur until the wires, cables or other Facilities have first been attached to the poles to ensure trimming to the minimum extent necessary. All trimming debris shall be removed from the work area on a daily basis.
- h. General Construction Standard:** All work performed on the Telecommunications System shall be performed in a good and workmanlike manner using materials of good and durable quality. If at any time it is determined by the Village or any other Governmental Authority, in its sole discretion and judgment, that any part of the Telecommunications System, including, without limitation, any means used to distribute signals over or within the Telecommunications System, is harmful to the health or safety of any Person, then the LICENSEE shall, at its sole cost and expense, promptly correct all such conditions to the reasonable satisfaction of such Governmental Authority.
- i. "As-Built" Plans:** The LICENSEE shall furnish to the Village two (2) complete sets of all "as-built" plans for the Telecommunications System as originally constructed and for all reconstruction, repair, relocation and other work performed thereon within thirty (30) days after completion of such work. The LICENSEE shall also furnish to the Village one (1) digital copy of the "as-built" plans in a format that shall allow inclusion in the Village's GIS system. Notwithstanding the foregoing, the LICENSEE shall not be required to provide "as-built" plans for routine maintenance work performed, so long as no Facilities are added, removed or relocated.
- j. Right of Inspection:** The Village shall have the right to inspect all construction to ensure compliance with this Agreement and all applicable codes, laws, ordinances, rules, regulations and Permits. The LICENSEE shall have the right to accompany the Village during any such inspections provided the Village shall not be required to delay its inspection to satisfy the LICENSEE's schedule.

## **SECTION 6. General construction requirements**

- a.** General Conditions It is the policy of the Municipality and other governing agencies to set standards for the performance of construction. This agreement shall expressly adhere to the 'Standard Specifications for Road and Bridge Construction', latest edition, the 'Standard Specifications for Water and Sewer Main Construction in Illinois', latest edition, the 'Illinois Manual on Uniform Traffic Control Devices', latest edition, and Village Code unless otherwise specified herein.
- b.** JULIE Notification. The Contractor shall contact the Joint Utility Locating Information for Excavators (JULIE) a minimum of two (2) days (not including the day of the call) in advance before any project is started in accordance with Article 107.39 of the Standard Specifications and JULIE law.
- c.** Prosecution of the Work
  - i. The work shall be prosecuted in such a manner and with such a supply of materials, equipment and labor as is considered necessary to ensure successful completion according to the time specified.
  - ii. The utility shall notify the Village Engineer in writing at least 72 hours in advance of construction commencement and 24 hours in advance of either discontinuing or resuming operations.
- d.** Construction Work Periods
  - i. Construction operations shall be completed in accordance with Title 11.12.130 of the Village Code. All work shall be confined to the period beginning at 7:00 AM and ending at 6:00 PM on weekdays. No work shall be done on Saturdays, Sundays or legal holiday periods as defined in article 107.09 of the Standard Specifications.
  - ii. Construction operations on rights-of-way may, at the discretion of the Village Engineer, be required to be discontinued when such operations would create hazards to traffic or the public health, safety, and welfare. Such operations may also be required to be discontinued or restricted when conditions are such that construction would result in extensive damage to the right-of-way or other property.

Construction operations must coordinate with other project work and operations. The Village Engineer may require the discontinuation of work at any time to ensure projects are appropriately prioritized.
  - iii. These restrictions may be waived by the Village Engineer when emergency work is required to restore vital utility services.
- e.** Emergency Contact

- i. The utility shall appoint an emergency contact for the Village which shall be available twenty-four (24) hours a day, seven (7) days a week, regarding problems, or complaints resulting from the installation, operation, maintenance, or removal of the facilities. At a minimum, the utility shall provide a phone number for this person.

**f. Progress Schedule**

- i. Prior to the start of construction, the Contractor shall submit to the Village Engineer a satisfactory progress schedule or critical path schedule which shall show the proposed sequence of work, and how the utility proposes to complete the various items of work within the timeframe allowed. Work may not begin prior to the Village Engineer approving this schedule.

**g. Traffic Control Plan**

- i. Traffic Control shall be according to the applicable sections of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any special details and Highway Standards contained in the plans, and the Special Provisions contained herein.
- ii. Special attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.
- iii. The utility shall take immediate action to correct any deficiencies in traffic protection requirements that are brought to the utility's attention by the Village. Failure to comply may result in a fine in accordance with Article 107.09 of the Standard Specifications and/or a termination of work activities.

**h. Maintenance of Roadways and Erosion Control**

- i. The utility shall be required to control dust or air-borne dirt resulting from construction operations by utilizing a mechanical street sweeper on all pavements within or adjacent to the project work zone throughout the duration of the project. The resulting debris shall be disposed of off-site in accordance with Article 202.03 of the Standard Specifications. Individual fire hydrant use shall not be permitted to control dust at specific locations. The utility shall provide dust control operations daily, throughout the project limits and adjacent streets. At the direction of the Village Engineer, a professional street sweeper may be requested on a weekly basis or as deemed necessary.
- ii. No excavations shall be left open during non-work hours unless approved by the Engineer and adequately protected from the public.

- iii. The utility will be required over the course of construction to clean inlet filter baskets weekly or prior to a forecasted rain event. Many of the homes in the Village have lower garages and are susceptible to damage when streets flood. The utility shall be held liable for any damage to private structures if it is determined that the damage was due to the utilities neglect as specified herein. In the event water is not properly running through inlet filter baskets caused by debris, the Village crews may respond to resident calls about street flooding. Any Village expense occurred in labor or materials responding to these calls will be back charged to the utility.
- iv. The utility will be required to perform erosion control best management practices as listed on the plans, specifications, and details during construction. Discharge of sediment-laden water or construction debris into the storm sewer system or waterways will not be permitted and subjected to a monetary penalty as noted in the monetary penalties general condition. In addition, the utility will be responsible for cleaning all storm sewer systems and waterways to their preconstruction condition to the satisfaction of the Village Engineer. In the event of an illicit discharge, regardless of blame, the utility shall concentrate their work efforts on remedying the situation to correct the deficiency.

**i. Construction Staging**

- i. No material shall be stored on the right-of-way without the prior approval of the Village Engineer. When such storage is permitted, all pipe, conduit, wire, poles, cross arms, or other materials shall be distributed along the right-of-way prior to and during installation in a manner to minimize hazards to the public or an obstacle to right-of-way maintenance or damage to the right-of-way and other property. If material is to be stored on right-of-way, prior approval must be obtained from the Village.
- ii. The plans submitted by the utility to the Village Engineer shall identify any hazardous materials that may be involved in the construction of the new facilities or removal of any existing facilities.
- iii. The utility shall make themselves aware of the surroundings and of private property. The Village will not tolerate entering private property or driving equipment/vehicles on a driveway within the public right of way to remain for any reason during construction unless prior approval has been granted by the property owner.

**j. Boring or Jacking**

- i. Pits and Shoring. Boring or jacking under rights-of-way shall be accomplished from pits located at a minimum distance specified by the Village Engineer from the edge of the pavement. Pits for boring or jacking shall be excavated no more than forty-eight hours in advance of boring or jacking operations and backfilled within forty-eight hours after boring or jacking operations are completed. While pits are open, they shall be clearly marked and protected by barricades. Shoring shall be designed, erected, supported, braced, and maintained so that it will safely support all vertical and lateral loads that may be imposed upon it during the boring or jacking operation.

- ii. Wet Boring or Jetting. Wet boring or jetting shall not be permitted under the roadway.
- iii. Borings with Diameters Greater than Six Inches. Borings over six inches (fifteen one-hundredths m) in diameter shall be accomplished with an auger and following pipe, and the diameter of the auger shall not exceed the outside diameter of the following pipe by more than one inch (twenty-five mm).
- iv. Borings with Diameters Six Inches or Less. Borings of six inches or less in diameter may be accomplished by either jacking, guided with auger, or auger and following pipe method.
- v. Tree Preservation. Any facility located within the drip line of any tree designated by the Village to be preserved or protected shall be bored under or around the root system.

**k. Trenching**

- i. Trenching for facility installation, repair, or maintenance on rights-of-way shall be done in accord with the applicable portions of Section 603 of IDOT's "Standard Specifications for Road and Bridge Construction."
- ii. The length of open trench shall be kept to the practicable minimum consistent with requirements for pipe-line testing. Only one-half of any intersection may have an open trench at any time unless special permission is obtained from the Village Engineer.
- iii. Open Trench and Excavated Material. Open trench and windrowed excavated material shall be protected as required by Chapter 6 of the Illinois Manual on Uniform Traffic Control Devices. Where practicable, the excavated material shall be deposited between the roadway and the trench as added protection. Excavated material shall not be allowed to remain on the paved portion of the roadway. Where right-of-way width does not allow for windrowing excavated material off the paved portion of the roadway, excavated material shall be hauled to an off-road location.
- iv. Drip Line of Trees. The utility shall not trench within the drip line of any tree designated by the Village to be preserved.

**l. Backfilling**

- i. Any pit, trench, or excavation created during the installation of facilities shall be backfilled for its full width, depth, and length using methods and materials in accordance with IDOT's "Standard Specifications for Road and Bridge Construction." When excavated material is hauled away or is unsuitable for backfill, suitable granular backfill shall be used based upon Title 11.12.160(a) of the Village Code.

- ii. For a period of three years from the date construction of a facility is completed, the utility shall be responsible to remove and restore any backfilled area that has settled due to construction of the facility. If so, ordered by the Engineer, the utility, at its expense, shall remove any pavement and backfill material to the top of the installed facility, place and properly compact new backfill material, and restore new pavement, sidewalk, curbs, and driveways to the proper grades, as determined by the Engineer.

**m. Pavement Cuts**

- i. Pavement cuts for facility installation or repair shall be permitted on a highway only if that portion of the highway is closed to traffic. If a variance to the limitation set forth in this subsection is permitted under Section 11.12.210 of the Village Code, the following requirements shall apply:
  - ii. Any excavation under pavements shall be backfilled and compacted as soon as practicable with IDOT approved granular material of CA-6 or CA-10 gradation, in accordance with Section 1004 of the Standard Specifications and as designated by the Engineer. All aggregates shall be compacted to 95% modified proctor density conforming to ASTM D-1557 or AASHTO T-180.
  - iii. Restoration of pavement, in kind, shall be accomplished within ten days after any portion of the right-of-way or easement is disturbed, damaged or destroyed due to construction or maintenance by the utility, and temporary repair with bituminous mixture shall be provided immediately. Any subsequent failure of either the temporary repair or the restoration shall be rebuilt upon notification by the Village. All hot-mix asphalt shall be an IDOT approved mix and be compacted in accordance with Section 406 of the Standard Specifications. All portland cement concrete shall be an IDOT approved mix in accordance with Sections 420, 423, and 424 of the Standard Specifications.
  - iv. The utility shall be required to perform a perpendicularly straight joint by full-depth machine sawing of all proposed items to be removed prior to removal operations to prevent damage or spalling to existing hardscape to remain. Simple or partial depth scoring shall not be permitted. All sawcut slurry, regardless of the amount, shall be promptly removed to prevent tracking. Any slurry tracked or left on surfaces to remain shall be thoroughly cleaned or replaced, at the direction of the Village Engineer, by the utility.
  - v. For all rights-of-way which have been reconstructed with a concrete surface/base in the last seven years, or resurfaced in the last five years, permits shall not be issued unless such work is determined to be an emergency repair or other work considered necessary and unforeseen before the time of the reconstruction or unless a pavement cut is necessary for a JULIE locate.

Pavement cuts on surfaces rehabilitated or replaced in the last seven years will not be permitted without permission from the Village Engineer. In the event any hard surface is damaged by the Licensee or their contractor, the surface will be required to be replaced from cold joint to cold joint in each direction.

**n. Encasement**

- i. Casing pipe shall be designed to withstand the load of the highway and any other superimposed loads. The casing shall be continuous either by one-piece fabrication or by welding or jointed installation approved by the Village.
- ii. The venting, if any, of any encasement shall extend within one foot (three-tenths m) of the right-of-way line. No above-ground vent pipes shall be located in the area established as clear zone for that particular section of the highway.

**o. Landscape Restoration**

- i. The utility shall restore all turn and terrain within ten days after any portion of the right-of-way or easement is disturbed, damaged or destroyed due to construction or maintenance by the utility in accordance with Sections 211, 250, and 251 of the Standard Specifications. work shall include all labor, material, and equipment necessary to furnish and install pulverized topsoil, seed, fertilizer nutrients and Mulch Method 3A in accordance with Sections 211, 250, and 251 of the Standard Specifications and as specified herein.
- ii. Pulverized topsoil shall be placed to a maximum depth of four (4) inches and not be placed until the area has been shaped, trimmed, and finished to the lines and grades as directed by the Engineer. All irregularities, depressions, or high points in the surface shall be filled or smoothed out before topsoil is placed. The surface of the topsoil shall be blended to match the existing terrain and adjacent roadway, and be free from clods, stones, sticks, and debris.
- iii. The utility shall furnish and place IDOT Class 1A seed, and be produced and tested in the current year, be of good quality, and free of weeds. Nitrogen, Phosphorus, and Potassium Fertilizer nutrients shall be applied at a 1:1 ratio in accordance with Article 250.04 of the Standard Specifications. Within 24 hours of seed placement, erosion control blanket shall be placed in accordance with Article 251.04 of the Standard Specifications.
- iv. It is recommended that the utility water the area every other day at a rate of three (3) gallons per square yard, however, it is the sole and exclusive responsibility of the utility to make required adjustments to the watering rate or schedule.
- v. To be acceptable for final acceptance, the landscaped areas shall undergo a 30-day period of establishment beginning on the last day that seed is sowed. During this period, the utility shall be responsible for watering, removing weeds

and maintaining the seeded areas and repairing any damage to the seeded areas due to but not limited to, errant vehicles, severe weather or all other causes. At the end of the 30-day period of establishment, the Village or Engineer will inspect the landscaped area and if deemed unsatisfactory, the utility shall be required to provide means and methods necessary to establish a live, healthy turf area. Should the seed not germinate because of prevailing cool weather, the period of establishment may be adjusted as determined by the Engineer. It shall be the sole and exclusive responsibility of the utility, not the Village, for maintaining and monitoring the landscape restoration during the period of establishment.

vi.Planting times shall be performed when the ambient temperature has been between 45°F and 80°F for a minimum of seven (7) consecutive days and is forecasted to be the same for the next five (5) days according to the National Weather Service.

**p. Protection of Mailboxes**

i.The utility shall take all necessary precautions when working near mailboxes. If at the utility's discretion, a mailbox will interfere with construction operations, a temporary mailbox shall be located per the United States Postal Service requirements and the permanent mailbox reinstalled following said operation. At no time shall a resident be without a mailbox or not receive mail due to a mailbox being removed, replaced or damaged. The utility shall replace any mailbox or post which has been damaged by the utility's operations due to neglect, misconduct or poor workmanship.

ii.The utility must maintain access for both residents and mail carriers to all mailboxes throughout the duration of the project.

**q. Use of Fire Hydrants**

i.The indiscriminate use of fire hydrants is strictly prohibited. If it is determined that the utility or its subcontractors operate or use a Village fire hydrant, a monetary penalty of \$1,000 per occurrence will be imposed.

**r. Existing Hardscape**

i.Any damage to existing hardscape from tracked equipment or due to the utility's negligence, workmanship, or neglect shall be replaced at the utilities expense. It is recommended rubber tired or rubber tracked equipment is used. The Village shall determine the limit of removal and replacement operations, and all work shall be completed to the satisfaction of the Village Engineer.

**s. Tree Protection and Preservation**

i.Breaking off branches of plant material to remain during clearing or construction

operations will not be allowed. Preceding any existing tree pruning or trimming operations, the utility shall demonstrate that there is no other practical method to complete the work and request permission from the Engineer. All pruning shall be done according to the current ANSI A300 (Part 1) – Pruning Standard.

ii. All branches and foliage pruned or trimmed shall be disposed of off-site in accordance with Article 202.03 of the Standard Specifications.

iii. All existing trees larger than 6” in diameter and not specifically designated for removal, which are removed or damaged due to the utilities neglect, shall be inspected by the Village Forester or his designated representative. For each infraction that causes damage to a tree, a monetary penalty of \$1,000 may be imposed and the replacement of the damaged tree is required, depending on the extent of injury caused to each tree. No replacement tree shall have a diameter of less than 3” or more than 6”, unless authorized by the Village of Wheeling. All new plantings shall be completed in accordance with Section 253 of the Standard Specifications.

t. Use of the Work Site

I. The utility shall use the Work Site solely to complete the Work and such related activities as may be authorized or directed by the Village. Except as provided herein, the utility shall not (nor shall the utility cause or permit any employee or person under utilizes control) display or broadcast commercial, political, or religious messages or advertisements of any nature at the Work Site or in connection with the Work. The foregoing shall not be construed to prohibit the following at the Work Site or in connection with the Work: (a) the use of equipment, materials, or other items (e.g. personnel uniforms and clothing) that identify the utility (such as by displaying the utilities name, logo, slogan, contact information, or similar messages) or that identify the maker or supplier of such equipment, material, or item; or (b) the use or display of signs, flags, cones, traffic control devices, markers, or other similar devices that reasonably relate to the Work, Work Site safety, public safety, or regulatory compliance; or (c) personal speech, religious practice, or expression by any individual performing Work or at the Work Site; or (d) upon written approval or direction of the Village, the display of information regarding the sponsor of the Work or funding sources for the Work.

ii. In addition, the utility shall not (nor shall the utility require or permit its personnel, subcontractors, or subcontractors’ personnel to) conduct any prohibited political activity at the Work Site or while performing the Work. The utility and its personnel or subcontractors (including any subcontractor’s personnel) shall not intentionally or knowingly use the Work Site or any other property or resources of the Village in connection with any prohibited political activity. For purposes of this section, the term “prohibited political activity” shall have the meaning set forth in Section 5 of the State Officials and Employees Ethics Act, 5 ILCS 430/1-5.

u. Water and Sewer Services

- i. The Village of Wheeling will not locate private water and sewer service lines as part of the JULIE notification system. The property owner is the owner of these services from the building to the main and are exempt from the JULIE system.
- ii. The utility is fully responsible for protecting all utilities near or in their excavation area and shall make themselves fully aware of the exact location of each utility; marked or not marked. The utility may elect to locate any and all utilities marked or unmarked, at their expense. Repeated damage to service lines will need to be repaired from the main to the right-of-way as directed by the Engineer. The utility shall be responsible for repairs to all damaged utilities incurred as determined by the Village or Engineer.
- iii. All repairs to damaged water and sewer service lines shall be completed with material equal to, including size, of the existing service. Connections of dissimilar materials shall be made with stainless steel non-shear mission couplings or appropriate flare couplings for water services. All fittings for copper water service lines shall be of the "flare" type regardless of temporary or permanent use. Any damage to existing water service lines during construction shall be repaired with the existing main under pressure. The utility shall have a crimping tool and e-z out or freeze kit on-site to make repairs as required. Repair of service lines in this manner shall only be performed on lines that will be abandoned as part of this project, if applicable.
- iv. The utility shall refer to Title 17.32 of the Village of Wheeling's municipal code for all material requirements.
- v. Red Line Record Drawings
  1. Prior to initial acceptance of improvements, the utility shall supply the Village Engineer with red line as-built drawings of the installed and abandoned utility improvements including but not limited to depth and alignment of new utility, horizontal offsets of at-grade appurtenances, and other underground utility deviations. The depth and alignment shall be noted at all utility crossings, and a minimum fifty (50) foot spacing along the utility.
  2. The as-built drawings shall be submitted to the Village in red marked PDF file on the approved plan. As-builts with insufficient recorded information will be rejected.

w. Final Site Inspection

- i. After the utility has submitted the notice of final completion to the Village, the Village may perform a final site inspection of the work performed.
- ii. Upon completion of the final site inspection, the Village Engineer will provide the utility a list of any deficiencies documented. The utility will have fourteen (14) calendar days to correct any deficiencies following the scheduled final inspection and punch list submittal by the Village Engineer.

In the event of a conflict between this section and the Village Code, the Village Engineer shall determine the proper clarification.

**SECTION 7. Telecommunication Specific Requirements**

a. Fiber Optic Cable

- i. The Fiber Optic Cable and the installation shall meet the requirements of the National Electrical Code (NEC), particularly covered in Article 770.
- ii. All splices shall be secured in fiber optic splice trays within fiber optic distribution enclosures. No in-ground splices or terminations will be permitted.
- iii. Extra cable shall be left in each fiber optic enclosure. Storage of additional extra cable in each handhole shall be coiled. These coils shall be bound at a minimum of three points around the coil perimeter and supported in their static storage positions. The minimum of extra cable amounts shall be ten (10) feet in gulf boxes and junction boxes, fifty (50) feet in handholes, and one hundred (100) feet in double handholes, conduit risers, support poles, and any splice location.

In the event of a conflict between this section and the Village Code, the Village Engineer shall determine the proper clarification.

**SECTION 8. Communication Requirements**

a. Website Hosting

- i. All providers are required to host and maintain a Village of Wheeling specific website that shall include, but are not limited to, the following information:
  1. Mapped projects in construction
  2. Mapped projects in development. Showing planned design, permit and construction schedules.

3. Mapped projects designed and permitted. Showing planned construction schedules.
- b. Village Advertisement
    1. No Licensee will be permitted to advertise within Village publications
    2. Under no circumstances may a Licensee portray affiliation with the Village in its publications
  - c. Public Notification on Service Delivery
    - i. The utility shall be required to provide and distribute letters to residents or business owners anytime access will be affected to a home or business or utility service is interrupted. They are also required to notify residents or business owners if they will be working in the right-of-way directly adjacent to the property or through an easement on the property.
    - ii. Letters shall be typed on standard 8.5" x 11" paper and an envelope may or may not be used. All letters shall be printed on the utilities letterhead and include the name, address, and telephone number of the utilities person in charge.
    - iii. Letters shall be taped to a non-painted surface using painters' tape or approved equal, and will be placed in as many locations as needed to ensure they will be visible to residents. Distributing letters via mailbox is discouraged, however, must be compliant with all United States Postal Service federal regulations. Notification letters shall include, but are not limited to, the following information:
      1. The exact day and time work is to begin that will affect access (weather permitting).
      2. How the residents will know they may resume normal access to their property.
      3. The anticipated length of the closure (no more than one week will be permitted).
      4. Specific location where parking is permitted, both overnight and during the working day (as signed and normally permitted during daytime).
      5. The Village of Wheeling Police Department has been notified that overnight parking will be permitted. (It shall be the responsibility of the Contractor to confirm this with the Village.)
      6. The utility will go door-to-door the moment prior to work is to begin to ensure all accommodation is made.
      7. The utilities person in charge name and contact information for additional information or specific requests.
  - c. Specific documentation as to why they have access rights to the easement (if applicable.)

- d. Notification letters shall be distributed a minimum of 24 hours prior to access being affected or otherwise. If this requirement is not met, work shall not commence. Additional letters may be required when weather or other unforeseen circumstances change the schedule. When requested, the utility is required to return or provide correspondence from a resident within 24 hours.

9. **RESERVATIONS OF PUBLIC STREET RIGHTS AND CONSTRUCTION RESTRICTIONS**

- a. **Interest in Right-of-Way**: All rights granted herein to the LICENSEE in the Right-of-Way are granted based on the information and belief of the Village that it has title or an interest in such Right-of-Way and the right and power to grant the rights and interests granted to the LICENSEE in this Agreement. This Agreement shall be deemed to grant only such rights to use Right-of-Way as the Village may have the right and power to grant in this Agreement. The LICENSEE has the right to conduct or obtain a title search of the Right-of-Way to ascertain the status of the Village's rights and interests in the same, which shall be at the LICENSEE's sole cost and expense.
- b. **Nonexclusive Use**: The LICENSEE's right to use and occupy the Right-of-Way shall not be exclusive. The Village hereby reserves the right to grant any right or use of such Right-of-Way to any Person or at any time during the period of the License and any renewal or extension thereof, provided and subject to this Agreement, that such grant does not obstruct, injure or prevent the use and operation of the Telecommunications System or any Facilities.
- c. **Other Utilities**: The Village hereby retains the right to lay and permit to be laid, sewer, gas, water, electric, and other pipelines, cables and conduits in any Right-of-Way, to change any curb or sidewalk or the grade or dimension of any street, and to perform and to permit to be performed any other work as the Village shall deem necessary or proper in its sole judgment and discretion. If any of the Facilities shall interfere with the construction or repair of any Right-of-Way or public utility or other improvement therein, the LICENSEE shall, at its sole cost and expense, commence and diligently prosecute to completion, the relocation, removal or replacement of such Facilities, within sixty (60) days after the delivery of such written notice by the Village. Such work shall be performed as reasonably directed by the Village. In the event the Facilities must be so relocated, the Village's Project Manager, or his or her designee, shall use best efforts to identify alternative Rights-of Way for the relocated Facilities. In the event relocation of the Facilities or any part thereof is necessary in order to accommodate improvements or construction performed by or on behalf of a federal, state or county governmental agency from which the Village receives payment for relocation of existing facilities, the Village shall reimburse the LICENSEE for its pro-rata share of such relocation payments received from the governmental agency. In the event

relocation of the Facilities or any part thereof is necessary in order to accommodate improvements or construction performed by or on behalf of any non-governmental third party, such third party shall pay for the cost of relocation of the Facilities.

- d. **Creation or Dedication of Public Street**: The LICENSEE shall discontinue any use of the Public Street, if the Village reasonably determines that such use is inconsistent with the Public health or safety or with the purposes for which such Public Street was created or dedicated or is currently being used. The LICENSEE acknowledges and accepts at its own risk that the Village may make use in the future of the Right-of-way in which the LICENSEE's Telecommunications System is located in a manner inconsistent with the LICENSEE's use of such Right-of-way for its placement of its Telecommunication System. In the event the Facilities must be relocated, the Village's Project Manager, or his or her designee, shall use best efforts to identify alternative Right-of-way for the relocated Facilities.
- e. **Improvements or Changes on Right-of-Way**: If the Village shall desire to make any improvements or changes on, or to all, or any part of any utilities or Right-of-way, over, under or along which any part of the Telecommunications System has been installed, then the LICENSEE shall, at its sole expense after sixty (60) days written notice from the Village, proceed to alter, change, vacate or remove as directed by the Village any part of the Telecommunications System necessary to accommodate the Village's planned improvements or changes. In the event such Facilities shall be required to be removed, the Village's Project Manager, or his or her designee, shall use best efforts to identify alternative areas or Right-of-way for the relocation of the LICENSEE Facilities and provide the LICENSEE with additional time up to one hundred twenty (120) days total to remove said Facility, provided, however, that nothing in this subsection shall be construed as requiring or obligating the Village to identify alternative areas or Right-of-way.

In the event an emergency should arise wherein the Village deems it necessary to have the LICENSEE move its Facilities, the Village's Project Manager, or his or her designee, shall certify, in writing, the basis of the emergency and shall give the LICENSEE fourteen (14) days to move its Facilities. The Village shall not have liability for any damages as a result of such movement, unless such damages are caused by or arise from the gross negligence or willful misconduct of the Village, its employees, agents or contractors. Wherever, in case of fire or other disaster, it becomes necessary in the judgment of the Village to remove or damage any of the LICENSEE's Facilities, no charge shall be made by the LICENSEE against the Village for restoration and repair.

- f. **Vacation or Abandonment of a Public Street**: In the event any Right-of-way or portion thereof used by the LICENSEE shall be vacated by the Village, then, upon request and notice from the Village, the LICENSEE shall, at its sole cost and expense, remove its Facilities therefrom within one hundred twenty (120) days of the date of such notice. In the event such Facilities shall be required to be removed, the Village's

Project Manager, or his or her designee, shall use best efforts to identify alternative areas or Right-of-way for the relocation of the LICENSEE's Facilities, provided, however, that nothing in this subsection shall be construed as requiring or obligating the Village to identify alternative areas of Right-of-way.

- g. Temporary Removal or Relocation of the Telecommunications System:** In the event it is necessary to temporarily remove or relocate any Facilities in order to move any object, vehicle, building or other structure, or to accomplish any other Village activity or public purpose, the LICENSEE shall, upon sixty (60) days written notice from the Village and at its sole cost and expense, temporarily remove or relocate such Facilities.

## 10. RESTORATION

- a. The LICENSEE's Obligation:** Upon completion of any construction work, the LICENSEE shall, at its sole cost and expense, and in the manner approved by the Village or the affected property owner, in their sole judgment and discretion, as the case may be, promptly repair the Right-of-Way, private property, utility or improvement and restore the same to, as nearly as practicable, the condition existing prior to the performance of the work. Each site of completed construction shall be immediately placed in a safe temporary condition and restoration of the same shall be completed within ten (10) calendar days after the date of commencement of such restoration work, provided, however, the time for completing restoration work shall be extended as may be reasonably necessary under the circumstances in the event adverse weather conditions prevent completion of restoration within the time period provided herein. In the event that the LICENSEE fails to commence or complete the restoration work in the manner and within the time periods prescribed herein, the Village may, but shall have no obligation to, perform such work and recover from the Security Fund established pursuant to this Agreement any costs and expenses the Village may incur. In the event that such Public Street, private property, utility, or improvement cannot be so repaired or restored, the LICENSEE shall pay the Village or the affected owner of the same, as the case may be, just compensation.
- b. Continuing Responsibility:** Where any such destruction, damage or disturbance is not immediately discovered, or where any such restoration effort fails or is otherwise inadequate or insufficient, the LICENSEE's obligation for restoration shall survive the termination or expiration of this Agreement for a period of two (2) years after termination of this Agreement.
- c. Failure, Neglect or Refusal to Repair:** In the event of any failure, neglect or refusal by the LICENSEE, after ten (10) days written notice from the Village, to repair or provide just compensation for such destruction, damage or disturbance within the time period as provided in this Agreement, the Village may, but shall be under no obligation to, perform such work, or cause it to be performed, and the actual cost thereof as found and declared by the Village, shall be paid by the LICENSEE within thirty (30) days after demand therefor. If the LICENSEE fails to so reimburse the Village, the Village

may collect the amount due from the Security Fund established pursuant to this Agreement or if the Security Fund is insufficient to satisfy the amount due, the Village may pursue its remedies by court action or otherwise.

## 11. **RECORDS**

- a. **Books and Records**: The LICENSEE shall maintain, at all times during the Term of this Agreement: (1) complete, accurate and properly totaled books and records showing the business conducted by the LICENSEE in the Village, including but not limited to all telecommunications tax returns and forms, and (2) complete, accurate and up to date maps of the Telecommunications System. The Village may require the LICENSEE to keep additional records and maps which it determines are reasonably necessary.
- b. **Inspections and Audits**: All of such books and records and originals of all maps and other documents pertaining to this Agreement shall be maintained in and made available for inspection by the Village, its agents or employees, at the LICENSEE's office, at reasonable times and intervals. The Village shall have the right to make or obtain copies, at its expense, of all documents, maps or records (except customer lists) pertaining to this Agreement. The LICENSEE shall fully cooperate in assisting in this regard.
- c. **Inquiries**: The Village may, at any time, make inquiries pertaining to the License and the operation of the Telecommunications System. The LICENSEE shall respond to such inquiries within ten (10) business days of the inquiry.
- d. **Duty to Provide Information**
  - i. Within fifteen (15) business days of a written request from the Village's Project Manager, or his or her designee, the LICENSEE shall furnish the Village with information sufficient to demonstrate:
    - 1. That the LICENSEE has complied with all requirements of the Municipal Code.
    - 2. That all Municipal taxes and fees due the Village in connection with the Services and Facilities provided by the LICENSEE have been properly collected and paid by the LICENSEE.
    - 3. All books, records, maps and other documents maintained by the LICENSEE with respect to its facilities within the Right-of-Way and ways shall be made available for inspection by the Village at reasonable times and intervals.
- e. **Confidentiality**: If either party provides confidential information to the other in writing and identified as such, the receiving party shall protect the confidential information from disclosure to third parties with the same degree of care afforded its own confidential and proprietary information, except that neither party shall be required to

hold confidential any information (1) which becomes publicly available other than through the recipient, (2) which is required to be disclosed by a governmental or judicial order (notice of which shall be provided to the original disclosing party prior to such required disclosure), (3) which is required to be disclosed by statute, (4) which is independently developed by the receiving party, or (5) which becomes available to the receiving party without restriction from a third party. These obligations shall survive expiration or termination of this Agreement for a period of three (3) years. In addition, upon termination of this Agreement, the receiving party of any written confidential information shall promptly return to the disclosing party all copies of such confidential information.

## **12. PERFORMANCE AND CONSTRUCTION SURETY**

- a.** Prior to performing work in the City right-of-way, the LICENSEE shall supply the City with the following on an annual basis:
  - i.** Delivery to the Village of a \$100,000 blanket construction and performance bond written by a corporate surety acceptable to the Village (also referred to herein as “Security Fund”). This blanket construction and performance bond will be applicable to all jobs performed by Clearwave Fiber on an annual basis.
  - ii.** LICENSEE represents that it will be performing its initial work in phases and will be completing such phases in their entirety prior to moving onto subsequent phases. Should LICENSEE fail to perform any of its obligations under this Section, the Village shall provide LICENSEE written notice of such failure and LICENSEE shall have 30 days to remedy such failure. LICENSEE agrees that it at any time it should it fail to abide by its obligations under subsection c below, and fail to remediate the issue after the above notice from the Village, and the amount of the bond is determined by the Village engineer to be insufficient to address LICENSEE’s obligations under subsection c below, the Village reserves the right to stop LICENSEE work and require such increase in the construction and performance bond as is determined by the Village engineer, in its reasonable discretion (not to exceed 110% of the estimated cost of the remaining LICENSEE work to be completed) to ensure the faithful and satisfactory performance of LICENSEE’s guarantees set forth at subsection c below.
- b.** At a minimum, the construction and performance bond shall (1) provide that it shall not be canceled without the prior written consent of the Village, and (2) not require the consent of the LICENSEE prior to the collection by the Village of any amounts covered by said construction and performance bond.
- c.** The construction and performance bond shall guarantee, to the satisfaction of the Village:
  - i.** The faithful performance of all requirements of the Right-of-Way Ordinance and the requirements of this Agreement;

- ii. Construction in compliance with applicable plans, permits, technical codes and standards;
  - iii. Proper location of the facilities as specified by the Village;
  - iv. Restoration of the Right-of-way and other property affected by the construction;
  - v. The submission of "as-built" drawings after completion of the work as required;
  - vi. Any expenditure, damage or loss incurred by the Village occasioned by the LICENSEE's failure to comply with any codes, rules, regulations, orders, permits and other directives of the Village issued pursuant to the Municipal Code or this Agreement; and
  - vii. The timely payment of all liens and all damages, claims, costs, or expenses that the Village may pay or incur by reason of any action or non-performance by LICENSEE in violation of this Agreement including, without limitation, any damage to public property or restoration work the LICENSEE is required to perform or that the Village must perform itself or have completed as a consequence solely of the LICENSEE's failure to perform or complete, and all other payments due the Village from the LICENSEE pursuant to this Agreement or any other applicable law.
- d. The construction and performance bond shall remain in force until sixty (60) days after substantial completion of the work, as determined by the Project Manager, or his or her designee, including restoration of Right-of-way and other property affected by the construction, provided that on such date there are no claims of any type outstanding at such time asserted against the LICENSEE or the Village, arising out of any acts or omissions of the LICENSEE relating to the License.
- e. The construction and performance bond shall be maintained at the LICENSEE's sole cost and expense.
- f. **Purpose:** The Security Fund shall serve as security for (1) the faithful performance by the LICENSEE of all provisions of this Agreement, (2) any expenditure, damage or loss incurred by the Village occasioned by the LICENSEE's failure to comply with all codes, ordinance, rules, regulation, orders, permits, the Final Plans and Specifications and other directives of the Village issued pursuant to this Agreement, (3) the payment by the LICENSEE of all liens and taxes and all damages, claims, costs or expenses that the Village has paid or incurred by reason of any act or default of the LICENSEE including, without limitation, any restoration work that the Village must perform itself or have completed as a consequence of the LICENSEE's failure to so perform or complete, and all other payments due the Village from the LICENSEE pursuant to this Agreement, (4) any costs, expenses, fees or other payments due under this Agreement and (5) any expenses incurred by the Village pursuant to this Agreement.
- g. **Replenishment:** Within fourteen (14) days after receipt of written notice from the Village that any amount has been withdrawn from the Security Fund, the LICENSEE

shall restore the construction and performance bond to the amount specified in this Agreement.

- h. Withdrawals:** If the LICENSEE (1) fails to make any payment required to be made by the LICENSEE hereunder after notice is given pursuant to this Agreement, or (2) repeatedly fails to make timely payment hereunder, or (3) fails to pay any taxes or liens relating to the Telecommunications System that are due and unpaid, or (4) fails to pay to the Village any damages, claims, costs or expenses which the Village has been compelled to pay or incur by reason of any act or default of the LICENSEE, or (4) fails to comply with any provision of this Agreement that the Village determines can be remedied by an expenditure of an amount in the Security Fund, then, after three (3) days advance written notice from the Village of its intention to exercise its rights under this subsection if not paid by the LICENSEE and the failure of the LICENSEE to pay the monies due, the Village may withdraw the amount thereof from the construction and performance bond.
- i. Closing and Return of Security Fund:** Upon any termination of this Agreement, the LICENSEE shall be entitled to the return of the construction and performance bond, or portion thereof as remains on deposit at such termination, and after account is taken for all offsets necessary to compensate the Village for the failure by the LICENSEE to comply with any provision of this Agreement. In the event of any revocation of the License, the construction and performance bond, and all accrued interest therein, shall become the property of the Village to the extent necessary to cover any costs, loss or damage incurred by the Village as a result of said revocation, provided that any amounts in excess of said costs, loss or damage shall be refunded to the LICENSEE.
- j. Rights Not Limited:** The rights reserved to the Village with respect to the Security Fund/construction and performance bond are in addition to all other rights of the Village, whether reserved by this Agreement or authorized by law, and no action, proceeding or exercise of a right with respect to said construction and performance bond shall affect any other right the Village may have.

**13. LIABILITY, INDEMNIFICATION AND INSURANCE**

**a. Liability**

- i. The LICENSEE:** The LICENSEE shall be responsible for any damage or loss to any real or personal property of the Village or of any Person, and for any injury to or death of any individual person, or any officer, employee or agent of the Village, arising out of or in connection with the LICENSEE's negligence or misconduct in the construction, installation, use, operation, maintenance, repair and/or removal of the Telecommunications System or its failure to act in connection therewith.
- ii. The Village:** Except as may result from their negligence or misconduct, the Village, its officers, employees and agents shall not be liable for any loss or damage to any real or personal property of any Person, or for any injury to or

death of any individual person, arising out of or in connection with the LICENSEE's negligence or misconduct in the construction, operation, maintenance, repair or removal, or other action or event with respect to, the Telecommunications System.

- iii. **Emergency and Other Action:** The Village may at any time in case of fire, disaster or other emergency as reasonably determined by the Village, cut or move any Facilities, in which event the Village shall not be liable therefore to the LICENSEE. When practical, as determined by the Village, the LICENSEE shall be consulted prior to any such cutting or movement of its Facilities and be given the opportunity to perform such work itself. In the event it is not practical to notify the LICENSEE prior to any such cutting or movement, the Village shall notify the LICENSEE within a reasonable time after the Village has actual knowledge of such cutting or movement.
- iv. Unless directly caused by the gross negligence, malicious or intentional acts, or willful misconduct of the Village, its agents, employees or contractors, the Village shall not be liable to the LICENSEE for any damage to or loss of all or any part of the Telecommunications System, or otherwise, as a result of or in connection with the protections, breaking through, movement, removal, alteration or relocation of any part of the Telecommunications System by or on behalf of the LICENSEE or the Village in connection with any emergency, public work, public improvement, alteration of any municipal structure, any change in the grade or line of any Right-of-Way, or the elimination, discontinuation and closing of any Right-of-Way, as provided herein. When practical, as determined by the Village, the LICENSEE shall be consulted prior to any such cutting or movement of its Facilities and be given the opportunity to perform such work on the Telecommunications System itself.
- v. The Village, its officers, employees and agents shall not be liable to the LICENSEE or any affiliate of the LICENSEE for any special, incidental, consequential, punitive or other damages as a result of the exercise of any right of the Village pursuant to this Agreement, including, without limitation, the right of the Village to terminate the License, and to take any action subsequent thereto.

**b. Indemnification**

- i. **Hold Harmless:** The LICENSEE releases and shall, and does hereby agree to save, defend, indemnify and hold the Village, its officers, employees and agents harmless from and against any and all injury, claim, demand, suit, cause of action, judgment, execution, liability, debt, losses, damages or penalty as a result of bodily injury, sickness, death or property damage or as a result of any other claim or suit of any nature whatsoever, (the "Claims") that may at any time arise out of, result from, or be alleged to arise out of or result from or in any manner connected with, directly or indirectly, the LICENSEE's use of the License, Village

property, Village Right-of-way, or related to any of the LICENSEE's activities related to this Agreement or License, including but not limited to challenges to the LICENSEE's License, and including but not limited to the LICENSEE's negligence, including its failure to act, or misconduct in the construction, operation, maintenance, repair, or removal of the Telecommunications System or the distribution of any Service over the Telecommunications System whether such acts or omissions are authorized, allowed or prohibited by this Agreement.

The LICENSEE shall, and does hereby agree to, pay any and all damages, losses and expenses, including reasonable attorney fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or result from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the LICENSEE or its affiliates, officers, employees, agents, contractors or subcontractors in the construction, operation, maintenance, repair or removal of its Facilities, and in providing or offering Service over the Facilities, Systems or Telecommunications System, whether such acts or omissions are authorized, allowed or prohibited by the Municipal Code or by this Agreement or any other agreement.

- ii. **Defense Expense:** The LICENSEE shall and does hereby agree to, pay all reasonable and documented expenses incurred by the Village in defending itself with regard to any and all Claims mentioned in this Agreement. These expenses shall include all reasonable and documented out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employee of the Village with respect to the Village's defense of such Claims. The LICENSEE shall have the right to approve counsel selected by the Village for defense of any Claims. In addition, the Village shall provide prompt notice to the LICENSEE of any Claims made against the Village and the LICENSEE shall have the right to approve the compromise or settlement of any Claims made against the Village for which the LICENSEE is responsible for the defense or payment thereof.
- iii. **Release and Waiver of Claims:** The LICENSEE shall have no recourse against the Village for any loss, expense or damage resulting from the terms and conditions of this Agreement nor because of the Village's enforcement thereof. The LICENSEE shall be deemed to expressly agree that it accepts the License relying solely upon its own investigation and understanding of the power and authority of the Village to grant said License and that, in partial consideration of the grant of said License, the LICENSEE waives and releases the Village from all Claims of damages of any kind whatsoever, either known or unknown, which it may have in connection with any matter specified in this Agreement.
- iv. Nothing contained herein shall be construed as a limitation or waiver of defenses available to the Village and its agents, including, but not limited to the Illinois Local Government and Local Governmental Employees Tort Immunity Act.

- v. The obligations provided for in this Section shall survive the expiration or termination of this Agreement.
  - vi. The LICENSEE shall give the Village prompt written notice of any claim or cause of action falling within the terms of this Section that is filed against the LICENSEE, and shall fully cooperate with the Village in the investigation and defense of the claim or cause of action.
- c. LICENSEE Insurance:**
- i. The LICENSEE, as a condition of this License, shall secure and maintain insurance as required by Section 11.12.080 of the Village Code, naming the Village and its elected and appointed officials, employees, agents, and representatives as additional insureds. Certificates of insurance shall be filed prior to the commencement of work and updated annually. Nothing in this Agreement shall prevent the Village from requiring greater insurance coverage than specified in Section 11.12.080.
  - ii. All insurance shall be effected under policies issued by carriers rated at least A- and Class Size X or higher by A.M. Best Company. Licensee may self-insure only upon written approval by the Village and demonstration of financial capacity consistent with Section 11.12.080(E) of the Village Code.
  - iii. **Evidence of Insurance Policies:** On or prior to the Effective Date, the LICENSEE shall furnish proof to the Village's Manager that the foregoing insurance policies have been obtained, along with written evidence of payment of required premiums, in the form of a certificate of insurance approved by the Village.
  - vi. **Maintenance of Insurance Policies:** The liability insurance policies required by this section shall be maintained by the LICENSEE throughout the Term of this Agreement and such other period of time during which the LICENSEE operates or is engaged in the removal of the Telecommunications System as subject to Village inspection and approval. Each such insurance policy shall contain the following endorsement: "It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until thirty (30) days after receipt by the Village, by registered mail, or certified mail, return receipt requested, of a written notice addressed to the Village Manager of such intent to cancel or not to renew." Within thirty (30) days after receipt by the Village of said notice, and in no event later than thirty (30) days prior to said cancellation, the LICENSEE shall obtain and furnish to the Village replacement insurance policies meeting the requirements of this Section in a form acceptable to the Village's Attorney. The termination or expiration of insurance without replacement insurance as provided herein, shall automatically terminate the License.

- vii. **Alterations of Minimum Limitations:** The Village may, following the Effective Date, increase the minimum limitation(s) of the insurance policy or policies required in this Section by a percentage not to exceed the percentage increase in the Consumer Price Index for the Chicago Metropolitan Statistical Area as of the Effective Date.
- xiii. **No Limit of Liability:** The legal liability of the LICENSEE to the Village and any Person for any of the matters that are the subject of the insurance policies required by this Section, shall not be limited by said insurance policies or by the recovery of any amounts thereunder.

**14. ASSIGNMENTS, TRANSFERS, LEASES AND SIMILAR ACTIONS**

- a. **The Licensee's right, title, or interest in the License shall not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with the Licensee, without prior written notice to City. No such notice shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Licensee in its Facilities in order to secure indebtedness. Licensee may transfer any permit upon thirty (30) days' advance notice to the City, and upon such transfer the transferee shall become responsible for all obligations of Licensee under this Agreement. Any such permitted assignee shall, upon request from the City, execute such documents and provide such necessary financial assurances as will reasonably assure performance of all of the LICENSEE's duties and responsibilities under this Agreement.**
- b.
- c. Transactions between affiliated entities are not exempt from Village approval pursuant to this Section.
- d. **Notice to the Village:** The LICENSEE shall promptly notify the Village of any proposed action requiring the consent of the Village pursuant to this Section, by submitting to the Village at least sixty (60) days prior to the proposed action a petition requesting the approval of the Village. The petition shall fully describe the proposed action and shall be accompanied by justification for the action and such additional supporting information as the Village may require in order to review and evaluate said action.

**15. FORECLOSURE, CONDEMNATION AND RECEIVERSHIP**

- a. **Foreclosure:** Upon the actual scheduled occurrence of any foreclosure or other judicial sale of all or any material part of the Telecommunications System or the involuntary termination of any lease or mortgage covering all or any material part of

the Telecommunications System, the LICENSEE shall immediately notify the Village of said occurrence. Said notification shall be treated as a notification of a proposed change in control of the LICENSEE, and the provisions of the "ASSIGNMENTS, TRANSFERS, LEASES AND SIMILAR ACTIONS" Section of this Agreement shall apply to any proposed transfer or assignment of this Agreement or the LICENSEE's rights hereunder, but shall not apply to the foreclosure or judicial sale of all or any part of the Telecommunications System itself.

- b. **Condemnation:** In the event that the Telecommunications System or any material part thereof is taken, appropriated, or condemned pursuant to law and the effect of such taking is to materially frustrate or impede the ability of the LICENSEE to carry out its obligations pursuant to, and the purposes of, this Agreement, then the Village may revoke the License in accordance with the applicable provisions of this Agreement.
- c. **Receivership; Notification by the LICENSEE:** The LICENSEE shall immediately notify the Village, in writing, if:
  - i. The LICENSEE files a voluntary petition in bankruptcy, a voluntary petition to reorganize its business, or a voluntary petition to effect a plan or other arrangement with creditors, or
  - ii. The LICENSEE files an answer admitting the jurisdiction of the court and the material allegations of an involuntary petition filed pursuant to the Bankruptcy Code, as amended from time to time, or
  - iii. The LICENSEE is adjudicated bankrupt, makes an assignment for the benefit of creditors, applies for or consents to the appointment of any receiver or trustee of all or any material part of its property, including all or any material part of the Telecommunications System, or
  - iv. The LICENSEE institutes dissolution or liquidation proceedings with respect to its business, or
  - v. an order is entered approving an involuntary petition to reorganize the business of the LICENSEE or to effect a plan or other arrangement with creditors or appointing a receiver or trustee for the license of all or a part of its property, including all or any material part of the Telecommunications System, or
  - vi. a writ or warrant of attachment, execution, distraint, levy, possession or any similar process shall be issued by any court against all or any material part of the property of the LICENSEE, including all or any material part of the Telecommunications System.

## 16. SAFETY

- a. **Standard of Care:** The LICENSEE shall at all times utilize the standard of care attendant to the risks involved and shall install and maintain in use commonly accepted

methods and devices for preventing failures and accidents which are likely to cause damage, injury or nuisance to the public or to employees of the LICENSEE.

**b. Equipment, Installation and Maintenance:**

- i. All installations of the Telecommunications System shall be made so as not to impact the fire integrity of any building or structure.
- ii. During the term of this Agreement, LICENSEE shall at all times, and at LICENSEE's sole cost and expense, maintain the Facilities in the Right-of-Way in in a safe and stable condition, in good order and repair, in compliance with all requirements of law, and in such manner that they will not interfere with any installations of the Village, wherever situated or located.

**17. NO EXTRANEIOUS INDUCEMENTS:** The LICENSEE acknowledges that it has not been induced to accept the License created herein by any promise, oral or written, by or on behalf of the Village or by any third Person regarding any term or condition in this Agreement not expressed herein. The LICENSEE shall further be deemed to warrant that no promise or inducement, oral or written, has been made to any Village employee or official regarding receipt of the License, other than as contained in this Agreement.

**18. COMPLIANCE WITH LAW:** The LICENSEE shall, at all times, comply with the applicable laws, codes, rules and regulations of all Governmental Authorities, regardless of whether such laws, codes, rules or regulations are expressly referenced in this Agreement. The LICENSEE shall, at all times, comply with all applicable laws, ordinances, resolutions, codes, rules and regulations of the Village, and all applicable memoranda and other directives of the Village, as such laws, ordinances, resolutions, codes, rules, regulations, memoranda and directives may be modified or amended, provided that such modification or amendment does not impair, conflict with or diminish the rights granted the LICENSEE under this Agreement. The LICENSEE reserves all rights under current and future preemptive state and federal laws.

**19. REVOCAION OR TERMINATION OF PRIVILEGES**

**a. MUNICIPAL Authority to Revoke:** Subject to the provisions of subsection (b) and subsection (c) of this Section of this Agreement, the permission and authority granted by the Village to the LICENSEE to use the Right-of-Way set forth in this Agreement for its Telecommunication System may be revoked by the Village Manager whenever any of the following events occur:

- i. The LICENSEE fails to comply with the conditions of occupancy of the Right-of-Way set forth herein or in the Municipal Code or ordinances of the Village, or
- ii. The LICENSEE violates other material terms of this Agreement, or
- iii. The LICENSEE practices fraud and deceit upon the Village or its customers, or

- iv. The presence of the Facilities on, over, above, along, upon, under, across or within the Right-of-way presents a direct or imminent threat to the public health, safety or welfare, or
  - v. The LICENSEE fails to provide or pay any material portion of the taxes, compensation or fees owed the Village pursuant to this Agreement when due, or
  - vi. The LICENSEE fails to furnish records when due or fails to cooperate with the reasonable requests by Village officials for information or for inspection, or
  - vii. THE LICENSEE becomes insolvent, or unable or unwilling to pay its unprotested debts, or is adjudged bankrupt or seeks relief under bankruptcy laws.
- b. **Notice:** If the Village's Manager believes that grounds for revocation exist or have existed, the Village's Manager shall notify the LICENSEE in writing, setting forth the nature and general facts of such noncompliance. If, within thirty (30) days following the Village's mailing of such written notification, the LICENSEE has not furnished reasonably satisfactory evidence that corrective action has been taken or is being actively and expeditiously pursued, or that the alleged violations did not occur, or that the alleged violations were beyond the LICENSEE's control pursuant to the "FORCE MAJEURE" Section of this Agreement, the Village's Manager shall thereupon refer the matter to the Village Council. Upon good cause, the thirty (30) day correction period shall be extended for such reasonable time as the parties shall mutually determine is necessary to complete such cure. Such good cause must be detailed in writing to the Village Manager within five (5) days prior to the lapse of the thirty (30) day correction period. Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given on the date of mailing.
- c. **Hearing:** The Village Manager shall not revoke or terminate the License, and the rights granted herein, until prior written notice is given to the LICENSEE that the Village Manager proposes to take such action and the grounds therefore. Further, the Village Manager shall not revoke or terminate the License, and the rights granted herein until the LICENSEE has had a reasonable opportunity to be heard.
20. **RIGHTS AND REMEDIES:** In the event of a material breach of this Agreement by the LICENSEE, as determined in the sole judgment and discretion of the Village, the Village may terminate the License and the rights granted to the LICENSEE hereunder. In the event of a breach or an alleged breach of this Agreement by either Party, either Party may, by suit, action, mandamus or other proceeding, in law or in equity, enforce or compel the performance of this Agreement. In the event of a judicial proceeding by any Party to this Agreement against the other Party, the prevailing Party shall be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with such judicial proceeding.
21. **REMOVAL OF UNAUTHORIZED FACILITIES** Within sixty (60) days following written notice from the Village, Licensee shall, at its own expense, remove all or any part of any unauthorized facilities or appurtenances from the ROWs, provided however, if such

relocation, removal, change or alteration cannot be reasonably performed within the sixty (60) day period, if Licensee, within that period shall have commenced with due diligence to remove its facilities, shall be granted an extension by the Village, not to exceed one thirty (30) days, to complete such work. A facility is unauthorized and subject to removal in the following circumstances:

- a. Upon expiration or termination of this License Agreement or permit obtained by Licensee, unless otherwise permitted by applicable law;
- b. If the facility was constructed or installed without the prior grant of a license or permit;
- c. If the facility was constructed, installed or maintained in violation of this License Agreement or the Village ROW Standards; or
- d. If the facility was constructed or installed at a location not permitted by any permit obtained by Licensee.

If the Licensee installs its Facilities in a ROW without a permit for that location, the Licensee agrees to pay a penalty payable to the Village in the sum of five thousand dollars (\$5,000.00) per month due on the first day of each month regardless of the amount of time the Licensee's Facilities remain in the ROW during that month until removed or permitted. Payment of the penalty shall not authorize the presence of the Facilities in the specific site without a permit. No action or inaction by the Village with respect to unauthorized use of any Village ROW shall be deemed to be a ratification or an unauthorized use.

**22. DEFAULT:** Neither Party shall be in default under this Agreement or in breach of any provisions hereof unless and until it has been given written notice of such default by the other Party and shall have failed to cure such default within a reasonable period of time after receipt of such notice, except for default in any payment by the LICENSEE in which case the LICENSEE shall cure such default in payment within thirty (30) days after the LICENSEE's receipt of written notice by the Village. Where a default other than for payment cannot reasonably be cured within a thirty (30) day period, if the defaulting Party shall proceed promptly to cure the same and prosecute such cure with due diligence, the time for curing such default shall be extended for such period of time as may be necessary to complete such cure. Upon the failure to cure any such default within thirty (30) days after notice thereof or within thirty (30) days plus the extension for curing with due diligence as set forth above, the Party giving notice of the default may thereupon terminate by providing written notice to the defaulting Party. Upon default by either Party, the non-defaulting Party shall have the right to pursue all remedies available at law or equity.

**23. AMENDMENTS:**

- a. This Agreement may be modified or amended from time to time, provided, however, that no such amendment or modification shall be effective unless reduced to writing

and duly authorized and executed by the Parties by the same procedure as required by Illinois Statutes for its original execution and approval.

- b. A new Right-of-Way Use License Application and Right-Of-Way License Agreement shall be required if the LICENSEE desires to extend its license area or extend or locate its Facilities in Right-of-Way which are not included in this Agreement.
  - c. Notwithstanding subsection "a" and subsection "b" above, the LICENSEE may be permitted by the Village to use specific Right-of-Way other than or in addition to the specific Right-of-Way listed in this Agreement upon approval by the Village's Project Manager, or his or her designee, of an amended application pursuant to the Municipal Code.
  - d. Notwithstanding subsection "a" and subsection "b" above, if the LICENSEE is ordered by the Village to locate or relocate its facilities in Right-of-Way not included in this Agreement, the Village shall grant an amendment to the License without further application.
  - e. The Village's Project Manager, or his or her designee, may approve in writing appropriate field changes requested by the LICENSEE in the plans and specifications approved by the Village, without requiring an amendment to this Agreement. Decisions on requests by the LICENSEE for field changes shall be made not more than ten (10) business days after the LICENSEE provides all information and/or documentation requested by the Village's Project Manager, or his or her designee.
24. **TIME ESSENCE OF AGREEMENT:** Whenever this Agreement sets forth anytime for any act to be performed by either Party, said time shall be deemed to be of the essence.
25. **TIME FOR NOTICE:** In the event of an emergency involving life or property, as determined by the Village in its reasonable judgment and discretion, the Village may reduce or eliminate the notice requirements set forth in this Agreement, and any such reduction or elimination shall be deemed to be reasonable under the circumstances, provided, however, that the Village shall notify the LICENSEE as soon thereafter as possible in accordance with this Agreement.
26. **FORCE MAJEURE:** Whenever a period of time is provided for in this Agreement for either the Village or the LICENSEE to do or perform any act or obligation, neither Party shall be liable for any delays or inability to perform due to causes beyond the control of said Party such as war, riot, insurrection, rebellion, terrorism, strike, lockout, unavoidable casualty or damage to personnel, materials or equipment, fire, flood, storm, earthquake, tornado or any act of God, provided, however, that said time period shall be extended for only the actual amount of time said Party is so delayed. An act or omission shall not be deemed to be "beyond a party's control" if committed, omitted or caused by a party, its employees, officers or agents.
27. **TERMINATION AND REMOVAL:**

- a. The LICENSEE shall have the right to terminate this Agreement at any time during the term of this Agreement upon one hundred eighty (180) days prior written notice to the Village without any additional cost or obligation to the LICENSEE.
  - b. Upon the expiration or termination of this Agreement, the Village shall have the option to require the LICENSEE to remove its Facilities located in the Right-of-Way and restore such Right-of-Way herein authorized to be used and occupied to a condition reasonably satisfactory to the Village, or to allow the Facilities to remain in the Right-of-Way. In the event the Village elects to allow the Facilities to remain located in the Right-of-Way, the Village, after thirty (30) days prior written notice to the LICENSEE, shall be allowed to take control over said Facilities as property of the Village, without compensation to the LICENSEE.
28. **SEVERABILITY SAVINGS CLAUSE**: If any part of this Agreement including any section, subsection, sentence, clause, phrase, or other portion of this Agreement or its application to any person is, for any reason, rendered or declared invalid in whole or in part by any court, agency, commission, legislative body, or other authority of competent jurisdiction, said decision shall not affect the validity of the remaining parts or portions of this Agreement which shall remain in full force and effect.
29. **NON-DISCRIMINATION**: The LICENSEE shall make its Services available to any customer within its area who shall request such Service, without discrimination as to the terms, conditions, rates or charges for the LICENSEE's Services; provided, however, that nothing shall prohibit the LICENSEE from making any reasonable classifications among differently situated customers consistent with public utility, Federal Communications Commission (FCC), Illinois Commerce Commission (ICC) or other applicable regulatory standards.
30. **GENERAL**
  - a. **Non-Waiver Of Rights**: No failure of either Party to exercise any power given to it hereunder or to insist upon strict compliance by the other Party with its obligations hereunder, and no custom or practice of the Parties at variance with the terms hereof, shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof.
  - b. **Governing Law, Venue and Waiver of Trial by Jury**
    - i. **Governing Law**: This Agreement and the rights of the parties hereunder shall be subject to, construed, interpreted and enforced in accordance with and governed by the laws of the State of Illinois.
    - ii. **Venue**: Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court of Cook County Illinois or, when applicable, in the Federal District court for the Northern District of Illinois.
    - iii. **Waiver of Trial by Jury**: The Parties hereto waive trial by jury in any action, proceeding or counterclaim brought by either of the Parties hereto against the

other on any matters whatsoever arising out of or in any way connected with this Agreement, or for the enforcement of any remedy under any statute.

- c. **Notices:** All notices and other communication or writings which any Party is required, permitted or may wish to serve in connection with or under this Agreement shall be in writing, and shall be deemed delivered to the addressee thereof when sent by certified mail, return receipt requested, overnight courier, or personal service to the Persons and addresses indicated below or to such addresses and Persons as either Party hereto shall notify the other Party of in writing pursuant to the provisions of this subsection. Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given on the date of mailing.

**TO THE VILLAGE:**

Village Manager: Jon Sfondilis  
Village of Wheeling  
2 Community Boulevard  
Wheeling, IL 60090

**WITH COPY TO:**

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

**TO THE LICENSEE:**

Delta Communications LLC, d/b/a Clearwave Fiber  
P.O. Box 808  
Harrisburg, Illinois 62946

**WITH COPY TO:**

Clearwave Fiber  
Attn: Legal Department  
P.O. Box 1229  
Pooler, Georgia 31322  
legal@clearwavefiber.com

- d. **Binding Effect:** Each of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors, assigns and grantees. Nothing herein shall be deemed to permit a transfer of the License by the LICENSEE.

- e. **Authority to Execute:** The LICENSEE hereby warrants and represents to the Village that (1) it has the right, power and authority to enter into this agreement and to accept to the License granted to it in this Agreement, (2) the individuals executing this Agreement on behalf of the LICENSEE have the power and authority to bind the LICENSEE to this Agreement, and (3) neither the execution of this Agreement nor the performance of the obligations contemplated hereby will (i) result in a breach or default under any agreement to which it is a party or (ii) violate any restriction, court order or agreement to which it is subject.
  - f. **Joint Work Product:** This Agreement is the joint work product of both Parties hereto, accordingly, in the event of any ambiguity, no presumption shall be imposed against or in favor of either Party by reason of document preparation.
  - g. **No Joint Venture or Partnership:** This Agreement shall not be construed so as to create a joint venture, partnership, employment or other agency relationship between the Parties.
  - h. **No Personal Liability:** No official, officer, agent or employee of the Village shall be charged personally or held contractually liable under any term or provision of this Agreement.
  - i. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be considered an original and all of which together shall constitute one and the same Agreement.
  - j. **Section Headings:** The Section headings and references are for the convenience of the Parties and shall not be used to interpret or construe the terms and provisions of this Agreement.
31. **ENTIRE AGREEMENT:** This Agreement sets forth all the covenants, conditions and promises and contains the entire agreement between the Parties. All negotiations between the Parties are merged in this Agreement, and there are no covenants, promises, agreements, conditions or understandings between the Parties, either verbal or written, other than those contained in this Agreement. In no event, shall prior drafts of this Agreement be used, considered or relied upon in interpreting or construing any provision of this Agreement.

**IN WITNESS WHEREOF**, the Parties to this Agreement have caused this Agreement to be signed by their duly authorized representatives on the day and date first written above and by their signatures acknowledge they have read and understand this agreement and intend to be bound by its terms.

VILLAGE OF WHEELING

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

Jon A. Sfondilis  
Village Manager

ATTEST

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

Kathryn M. Brady  
Village Clerk

DELTA COMMUNICATIONS

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

Charles Lawrence  
Regional President

ATTEST

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



## MEMORANDUM

**DATE:** July 6, 2026  
**FROM:** Ross Klicker, Community Development Director  
**SUBJECT:** Public Hearing Re: Revocation of Special Use Approval for a Massage Establishment Issued to Jie Spa, 747 W. Dundee Road  
**DOLLAR AMOUNT:** N/A  
**BUDGETED:** No  
**BUDGET SOURCE:** N/A  
**RECOMMENDED ACTION:** Public Hearing  
**STRATEGIC PLAN THEME:** Economic Development

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### EXECUTIVE SUMMARY

At the request of the original petitioner, the Village seeks to revoke the special use approval granted by Ordinance No. 5788, which permitted the operation of Jie Spa, a massage establishment, at 747 W. Dundee Road. The petitioner was not able to obtain a Wheeling business license, and a new petitioner would now like to operate a similar business in this location, which requires the revocation of the previously approved special use to enable the new petitioner to submit a new special use petition.

**NOTICE OF PUBLIC HEARING**

REVOCATION OF SPECIAL USE TO JIE SPA, 747 W. DUNDEE ROAD, WHEELING IL

Notice is hereby given that on the 6th day of July, 2026 at 6:30 p.m. in the Board Room of the Village Hall at 2 Community Boulevard, Wheeling, Illinois, a hearing will be held before the President and Board of Trustees of the Village of Wheeling to consider the revocation of a special use for a massage establishment issued to Jie Spa at 747 W. Dundee Road, Wheeling Illinois 60090 pursuant to Section 19.10.30(j) of the Wheeling Municipal Code. The applicant did not obtain the required business license and has indicated that it wishes to rescind its special use.

At this public hearing, testimony will be taken as to whether this special use will be revoked. All interested people are invited to attend and be heard.

\_\_\_\_\_  
Kathryn Brady  
Village Clerk



**MEMORANDUM**

**DATE:** July 6, 2026  
**FROM:** Ross Klicker, Community Development Director  
**SUBJECT:** Ordinance Repealing Ordinance No. 5788 to Revoke the Special Use Approval Granted to a Massage Establishment, 747 W. Dundee Road (Jie Spa) [Docket No. PSU25-0024]  
**DOLLAR AMOUNT:** N/A  
**BUDGETED:** No  
**BUDGET SOURCE:** N/A  
**RECOMMENDED ACTION:** Approve  
**STRATEGIC PLAN THEME:** Economic Development

**EXECUTIVE SUMMARY**

At the request of the original petitioner, the Village seeks to revoke the special use approval granted by Ordinance No. 5788, which permitted the operation of Jie Spa, a massage establishment, at 747 W. Dundee Road. The petitioner was not able to obtain a Wheeling business license, and a new petitioner would now like to operate a similar business at this location, which requires the previously approved special use to be revoked in order for the Village to consider approval of a new special use.

**MEMO**

Following the February 2, 2026 approval of the associated special use ordinance, the petitioner was unable to obtain a Wheeling business license due to the requirement for satisfactory background check results. The petitioner has confirmed their desire to withdraw the special use granted under Ordinance No. 5788. Absent commencement of the approved use, the special use approval will remain valid until February 2, 2027, unless the Village Board conducts a public hearing and adopts an ordinance repealing Ordinance No. 5788 to revoke the special use approval it granted. Revocation of the special use will remove the existing entitlement from the property and allow the Village to consider any subsequent special use application submitted by a new petitioner for the same location. A public hearing regarding the revocation immediately precedes this item on the July 6, 2026 regular Board meeting agenda.

**Community Development Director's Review and Recommendation**

Staff recommends approval of the attached ordinance repealing Ordinance No. 5788, thereby revoking the special use approval to permit the operation of a massage establishment for Jie Spa at 747 W. Dundee Road.

**Attachments**

- Ordinance – Ordinance Revoking Ordinance No. 5788 [Docket No. PSU25-0024]
- Ordinance No. 5788
- Public Notice Certification

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

**ORDINANCE REPEALING ORDINANCE NO. 5788 TO REVOKE THE SPECIAL USE APPROVAL GRANTED TO A MASSAGE ESTABLISHMENT, 747 W. DUNDEE ROAD (JIE SPA)**

**WHEREAS**, the President and Board of Trustees adopted Ordinance No. 5788 on February 2, 2026, granting Special Use approval to Jie Liu (hereinafter referred to as the “Original Petitioner”) to operate a massage establishment (“Jie Spa”) located at 747 W. Dundee Road, Wheeling, IL 60090 (hereinafter referred to as the “Subject Property”); and

**WHEREAS**, the Original Petitioner did not obtain the required Business License necessary to commence operation of the massage establishment and subsequently notified the Village in writing that the request to operate the massage establishment is being withdrawn; and

**WHEREAS**, a new petitioner has applied requesting Special Use approval to operate a massage establishment at the Subject Property; and

**WHEREAS**, pursuant to Ordinance No. 5788, the Special Use Permit would not otherwise expire until February 2, 2027, as approved uses have one (1) year from the ordinance's approval to commence operation, and thus the only way to revoke a Special Use approval prior to its expiration is a public hearing before the President and Board of Trustees; and

**WHEREAS**, to revoke a Special Use approval prior to its expiration, the Village President and Board of Trustees must conduct a public hearing on the matter; and

**WHEREAS**, on July 6, 2026, the President and Board of Trustees conducted a public hearing (duly published in the *Daily Herald* on June 19, 2026) to consider repealing Ordinance No. 5788 to revoke the Special Use approval granted to the Original Petitioner to operate a massage establishment at the Subject Site, and after considering the testimony and evidence presented, determined that revocation of the Special Use is in the best interests of the Village;

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

**SECTION ONE:** The above recitals are incorporated by reference into Section 1 of this Ordinance as material terms and provisions.

**SECTION TWO:** Ordinance No. 5788, adopted by the President and Board of Trustees on February 2, 2026, granting Special Use approval to the Original Petitioner to permit the operation of a massage establishment (Jie Spa) at 747 W. Dundee Road, Wheeling, Illinois, is hereby revoked in its entirety. The Special Use granted therein is terminated and shall be of no further force or effect.

**SECTION THREE:** Upon the effective date of this Ordinance, no Special Use approval shall exist authorizing the operation of a massage establishment at the Subject Property pursuant to Ordinance No. 5788. Any future operation requiring Special Use approval shall require separate approval by the Village in accordance with Title 19 – Zoning, Chapter 10.10 – Use Regulations, and associated sections, of the Wheeling Municipal Code.

**SECTION FOUR:** If any provision of this Ordinance is held invalid, such invalidity shall not affect the remaining provisions, which shall continue in full force and effect.

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

Trustee \_\_\_\_\_ moved, seconded by Trustee \_\_\_\_\_,  
that Ordinance No. \_\_\_\_\_ be passed, this 6<sup>th</sup> day of July, 2026.

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

**APPROVED** this 6th day of July 2026, by the President and Board of Trustees of the Village of Wheeling, Illinois.

**ATTEST:** \_\_\_\_\_  
Patrick Horcher, Village President

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

APPROVED AS TO FORM ONLY:

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

**PUBLISHED** in pamphlet form this 7<sup>th</sup> day of July, 2026, by order of the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

ORDINANCE NO. 5788

**ORDINANCE GRANTING SPECIAL USE APPROVAL TO PERMIT A MASSAGE ESTABLISHMENT FOR JIE SPA, 747 W. DUNDEE ROAD**

**WHEREAS**, the Plan Commission of the Village of Wheeling held a public hearing on January 14, 2026, duly noticed in the *Daily Herald* on December 25, 2025, to consider a petition by Jie Liu (hereinafter referred to as "Petitioner") for Special Use approval to permit a massage establishment to be located at 747 W. Dundee Road, Wheeling, Illinois (hereinafter referred to as "Subject Site"), in the MXT (Transit-Oriented Mixed Use) zoning district, as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections; and

**WHEREAS**, the Plan Commission has submitted its Findings of Fact and Recommendation to the President and Board of Trustees, recommending approval, by a vote of 6 ayes and 0 nays with 1 absent; and

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

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

**Section A**

This Board of Trustees, after considering the Recommendation of the Plan Commission and other matters properly before it, hereby finds:

- The special use is necessary for the public convenience at that location;
- That the special use as requested will not alter the essential character of the area in which it is to be located;
- That the location and size of the special use, the nature and intensity of the operation involved in or conducted with it, the size of the site in relation to it, and the location of the site with respect to streets giving access to it, will be in harmony with the appropriate, and orderly development of the district in which it is located;
- The location, nature and height of buildings, walls and fences, and the nature and extent of the landscaping on the site shall be such that the use will not hinder or discourage the appropriate development and use of adjacent land and buildings, or will not impair the value thereof;
- That the parking areas will be of adequate size for the particular use, properly located, and suitably screened from adjoining residential uses, entrance and exit drives shall be laid out as to prevent traffic hazards and nuisances; and
- The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulation in that zone.

**Section B**

A special use is hereby granted under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections, to permit a massage establishment for the Petitioner in the MXT, Transit-Oriented Mixed Use Zoning District, located at the Subject Site, hereinafter legally described:

THE EAST 220 FEET OF THE WEST 540 FEET OF THAT PART OF LOT 'A' LYING EAST OF A STRAIGHT LINE DRAWN FROM A POINT IN THE NORTH LINE OF SAID LOT "A" 220 FEET EAST OF THE NORTHWEST CORNER THEREOF TO A POINT IN THE SOUTHLINE OF SAID LOT "A" 220 FEET EAST OF THE SOUTHWEST CORNER THEREOF IN DUNHURST SUBDIVISION UNIT NO. 1, OF PART OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON MAY 3, 1955 AS DOCUMENT NO. 1591895 AND CERTIFICATE OF CORRECTION THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES AS DOCUMENT NO. 1699072 IN COOK COUNTY, ILLINOIS.

**Section C**

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

- Petitioner's Project Description Letter prepared by Jie Liu dated 10/13/2025
- Floor Plan received by the Village 12/1/2025

**Section D**

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

1. A Wheeling Sign Permit shall be required prior to the installation of any exterior signage at the subject property, subject to the requirements of Title 21 - Signs.

**Section E**

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

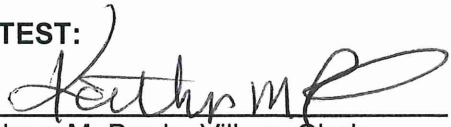
Trustee Ruffatto moved, second by Trustee Papantos, that Ordinance No. 5788 be adopted.

President Horcher	<u>Ay</u>		
Trustee Krueger	<u>Ay</u>	Trustee Ruffatto	<u>Ay</u>
Trustee Lang	<u>Ay</u>	Trustee Vito	<u>Ay</u>
Trustee Papantos	<u>Ay</u>	Trustee Vogel	<u>Ay</u>

**APPROVED** this 2<sup>nd</sup> day of February 2026 by the President and Board of Trustees of the Village of Wheeling, Illinois.

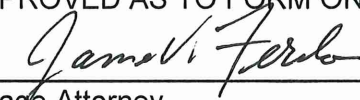
Ordinance No. 5788 passed and approved this 2<sup>nd</sup> day of February, 2026, by the President and Board of Trustees, Wheeling, Illinois.

ATTEST:

  
Kathryn M. Brady, Village Clerk

  
Patrick Horcher, Village President

APPROVED AS TO FORM ONLY:

  
Village Attorney



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

# VILLAGE OF WHEELING

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## ORDINANCE NO. 5788

**ORDINANCE GRANTING SPECIAL USE APPROVAL TO PERMIT A  
MASSAGE ESTABLISHMENT FOR JIE SPA, 747 W. DUNDEE ROAD  
(DOCKET NO. PSU25-0024)**

APPROVED BY THE CORPORATE AUTHORITIES OF THE VILLAGE OF  
WHEELING THIS 2<sup>ND</sup> DAY OF FEBRUARY 2026

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**Published** in pamphlet form, this 3<sup>rd</sup> day of February 2026, by order of  
the Corporate Authorities of the Village of Wheeling, Cook, and Lake  
Counties, Illinois.



**Exhibit A**  
**(Attached)**

Petitioner's Project Description Letter prepared by Jie Liu dated 10/13/2025  
Floor Plan received by the Village 12/1/2025

Honorable officer

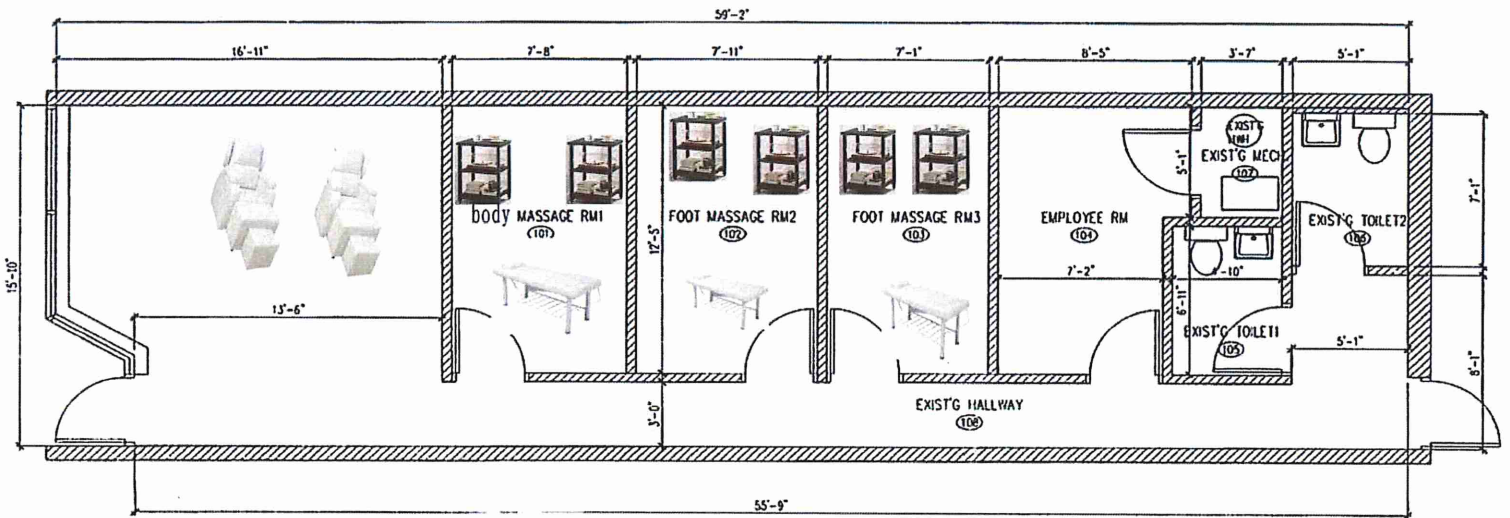
This is jie spa, the address is 747 W DUNDEE RD WHLEELING .my last name is liu , first name is jie, I wan to give my schedule to you .

my store will be open 7 days a week ,the working time is 9:00AM--9:00pm. We will hire two employees,the number of our car is two,the max number of customers is two, we provide massage service ,no noise,no pollution no impact to our neighbour, we have three massage rooms , one waiting area ,we want to give all the washing and dry business to our neighbor the launder store,wo we donot have any washing room ,we also have a male bathroom and a women bathroom

I hope you have a nice day

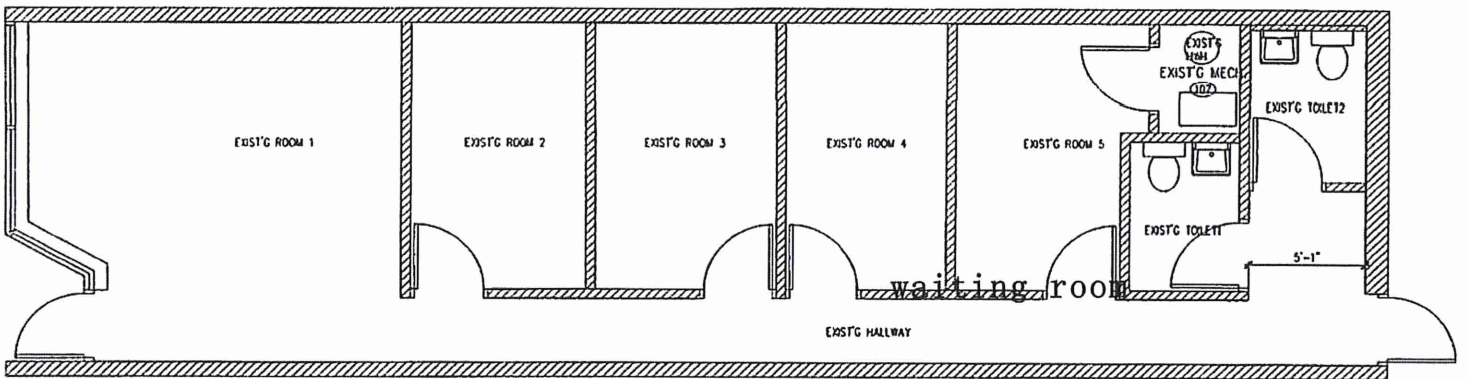
Jie liu

10/13/2025



**B PROPOSED FLOOR PLAN**  
SCALE 1/8" = 1'-0"

N ⊕ EXIST'G WALL



**A EXIST'G FLOOR PLAN**  
SCALE 1/8" = 1'-0"

N ⊕ EXIST'G WALL



**MEMORANDUM**

**DATE:** January 14, 2026  
**FROM:** Marcy Knysz, Village Planner  
**SUBJECT:** Docket No. PSU25-0024, Request for Special Use Approval to Permit the Operation of a Massage Establishment (Jie Spa) for Jie Liu (747 W. Dundee Road). **PUBLIC HEARING**  
**RECOMMENDED ACTION:** **Recommend approval of Docket No. PSU25-0024**, granting Special Use to Jie Liu, as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections, in order to permit the operation of a massage establishment (Jie Spa), located at 747 W. Dundee Road, in accordance with the Petitioner’s Project Description Letter prepared by Jie Liu dated 10/13/2025, Floor Plan received by the Village 12/1/2025, and subject to the following conditions:

1. The petitioner shall submit an Application for Business License to the Community Development Department prior to appearing before the Village Board. Upon demonstrating that the petitioner and the proposed business operations comply with all requirements of Chapter 4.74 of the Wheeling Municipal Code, a Business License shall be obtained prior to commencing operation of the massage establishment at the subject location.
2. A Wheeling Sign Permit shall be required prior to the installation of any exterior signage at the subject property, subject to the requirements of Title 21 - Signs.

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**EXECUTIVE SUMMARY**

**Docket No. PSU25-0024:** Jie Liu (747 W. Dundee Road, Wheeling, IL 60090), lessee, is seeking special use approval pursuant to Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.10 Use Regulations, and associated sections, to permit the operation of a massage establishment (Jie Spa), for the property located at 747 W. Dundee Road, which is zoned MXT, Transit-Oriented Mixed Use.

**GENERAL PROPERTY INFORMATION**

Applicant: Jie Liu (Jie Spa)

Neighboring Property Land Use(s):  
North: Commercial (across Dundee Road)  
East: Commercial  
South: Single-family Residential  
West: Commercial

Existing Use of Property: Vacant storefront located within a multi-tenant shopping center

Existing Zoning: MXT, Transit-Oriented Mixed Use

Comprehensive Plan Designation: Transit Oriented Mixed Use

**Zoning History:**

- Ordinance No. 3018, approved 2/6/1995, granting a variation to reduce parking for First Street Red Hats

(Docket #838).

- Ordinance No. 3019, approved 2/6/1995, granting special use and site plan approval for a restaurant for First Street Red Hots (Docket #1995-2).
- Ordinance No. 5732, approved 5/5/2025, granting special use to permit a massage establishment for 6-Foot Spa (Docket No, PSU25-0002).

### **SUMMARY OF REQUEST**

The applicant, Jie Liu, is requesting Special Use approval to operate a massage establishment, Jie Spa, located at 747 W. Dundee Road. The subject tenant space is unoccupied but the Village previously granted special use approval in 2025 (Ordinance No. 5732) for a massage establishment to an unrelated petitioner for "6-Foot Spa" in the same location. However, the applicant subsequently withdrew the request following obtaining the special use and the business did not open.

The current petitioner is required to obtain special use approval to operate a new massage establishment ("Jie Spa") within the same tenant space.

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

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

Petitioner: Our store is located in a commercial area. There are a lot of employees working, they need a good massage to relax or refresh themselves.

Staff: The proposed location within the MXT, Transit-Oriented Mixed Use Zoning District, permits massage establishments subject to the granting of a Special Use and is consistent with the commercial uses within the shopping center.

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

Petitioner: We do massage in this area. We won't change the essential character of the area, around our store are all commercial spaces. It matches well with other spaces.

Staff: The proposed use is consistent with the established commercial character of the Dundee Road corridor in this area.

**3. State how the location and size of the Special Use, the nature and intensity of the operation involved in or conducted with it, the size of the site in relation to it, and the location of the site with respect to streets giving access to it will be in harmony with and not impede the normal, appropriate and orderly development of the district in which it is to be located and the development of surrounding properties.**

Petitioner: The size of the space is 1,100 sq. ft. We don't use any space on the street. We don't use any public space. All the massage is done inside the space. We don't make any noise and don't bother neighborhood.

Staff: The proposed use will occupy an existing commercial tenant space and will operate entirely indoors. The site is served by existing public streets and shared off-street parking, and the scale and intensity of the operation are consistent with other commercial uses in the area. As proposed, the use will not impede the orderly development of the zoning district.

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

Petitioner: Our store is located at 747 W. Dundee Rd. Wheeling IL 60090. The space is a common commercial space. We don't have a fence and don't have any additional construction. We only use the original space.

Staff: The proposed use will operate entirely within an existing commercial tenant space and does not involve any exterior modifications or new construction. As such, the proposed use will not hinder or discourage the appropriate development or use of adjacent properties, nor will it impair their value.

**5. State how the parking areas will be of adequate size for the particular use, properly located and suitably screened from adjacent residential uses, entrance and exit drives shall be laid out so as to**

**prevent traffic hazards and nuisances and the development will not cause traffic congestion.**

Petitioner: Our space is located in a plaza. We share the parking lot with other commercial spaces. There are plenty of parking lot for us. The max number of customers for us is two. We don't make any trouble for neighbor and public parking.

Staff: The proposed use is located within an existing multi-tenant commercial plaza served by a shared off-street parking lot. Based on the limited size and low intensity of the use, including a maximum of two customers at any given time, the existing parking supply is adequate to serve the use.

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

Petitioner: We believe we will get reasonable return under the conditions allowed by the regulations in that zone.

Staff: The proposed use is consistent with the MXT, Transit-Oriented Mixed Use Zoning District and the Comprehensive Land Use designation of Commercial.

**STAFF REVIEW**

**Fire Department Review:** No comments from the Fire Department related to the Special Use.

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

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

1. The petitioner shall submit an Application for Business License to the Community Development Department prior to appearing before the Village Board. Upon demonstrating that the petitioner and the proposed business operations comply with all requirements of Chapter 4.74 of the Wheeling Municipal Code, a Business License shall be obtained prior to commencing operation of the massage establishment at the subject location.
2. A Wheeling Sign Permit shall be required prior to the installation of any exterior signage at the subject property, subject to the requirements of Title 21 - Signs.

\*\*\*\*\*

If the Plan Commission finds that the petitioner has satisfied the requirements for the granting of a special use, the appropriate motion would be to:

**Recommend approval of Docket No. PSU25-0024**, granting Special Use to Jie Liu, as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections, in order to permit the operation of a massage establishment (Jie Spa), located at 747 W. Dundee Road, in accordance with the Petitioner's Project Description Letter prepared by Jie Liu dated 10/13/2025, Floor Plan received by the Village 12/1/2025, and subject to the following conditions:

1. The petitioner shall submit an Application for Business License to the Community Development Department prior to appearing before the Village Board. Upon demonstrating that the petitioner and the proposed business operations comply with all requirements of Chapter 4.74 of the Wheeling Municipal Code, a Business License shall be obtained prior to commencing operation of the massage establishment at the subject location.
2. A Wheeling Sign Permit shall be required prior to the installation of any exterior signage at the subject property, subject to the requirements of Title 21 - Signs.

**ATTACHMENTS:**

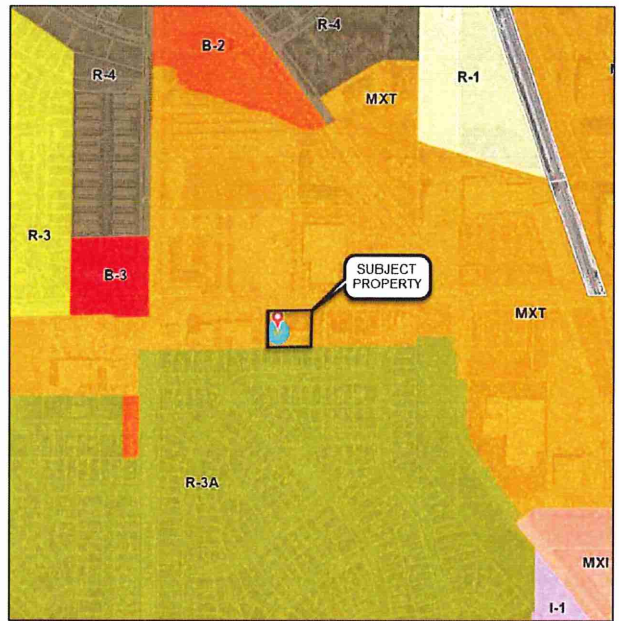
Attachments to Staff Report (Staff)

Petitioner's Project Description Letter prepared by Jie Liu dated 10/13/2025

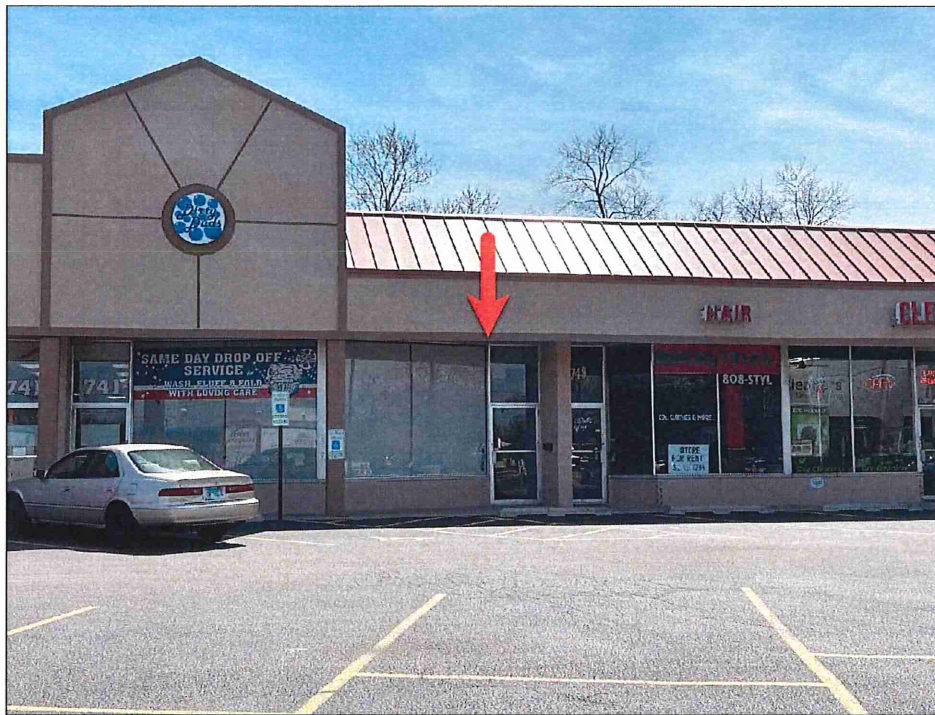
Floor Plan received by the Village 12/1/2025



LOCATION MAP



ZONING MAP



View of Unit Facing South from the Parking Lot.

Honorable officer

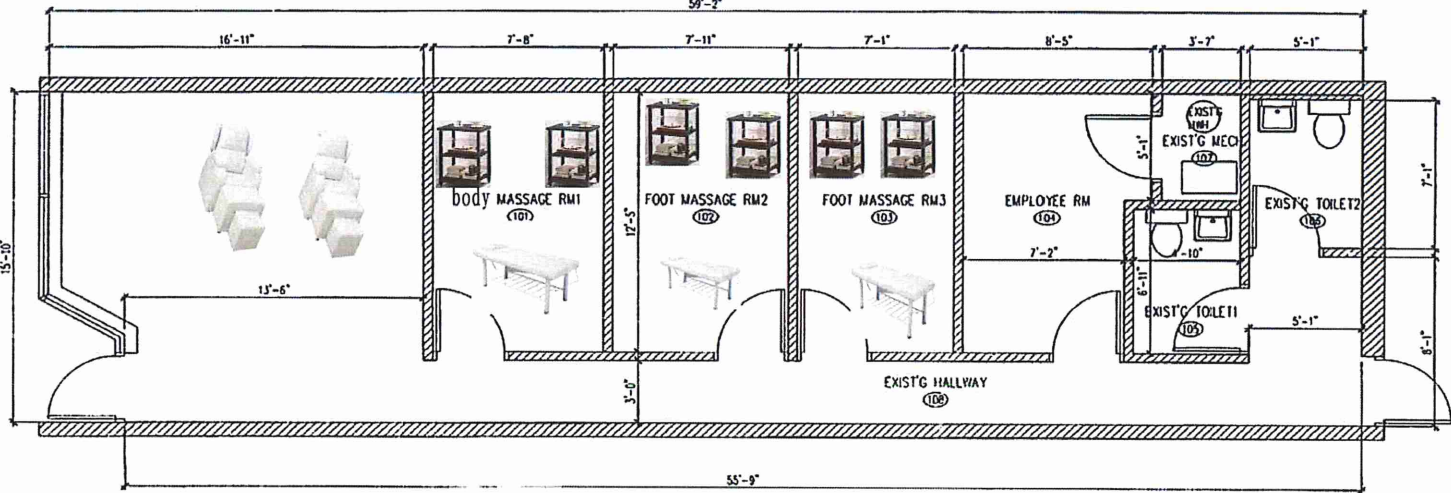
This is jie spa, the address is 747 W DUNDEE RD WHLEELING .my last name is liu , first name is jie, I wan to give my schedule to you .

my store will be open 7 days a week ,the working time is 9:00AM--9:00pm. We will hire two employees,the number of our car is two,the max number of customers is two, we provide massage service ,no noise,no pollution no impact to our neighbour, we have three massage rooms , one waiting area ,we want to give all the washing and dry business to our neighbor the launder store,wo we donot have any washing room ,we also have a male bathroom and a women bathroom

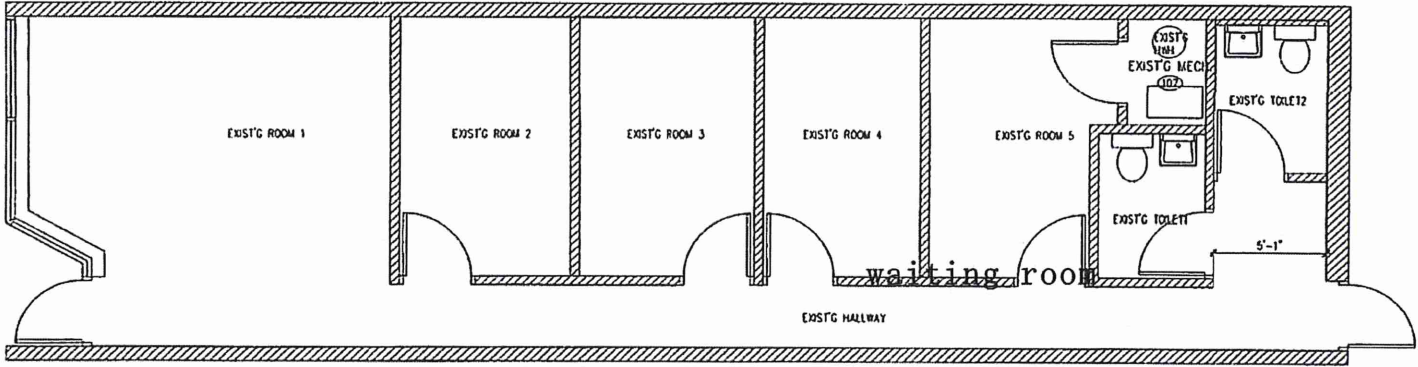
I hope you have a nice day

Jie liu

10/13/2025



**B PROPOSED FLOOR PLAN**  
SCALE 3/8"=1'-0" N ⊕ EXIST'G WALL



**A EXIST'G FLOOR PLAN**  
SCALE 3/8"=1'-0" N ⊕ EXIST'G WALL

**From:** [Ye Lu](#)  
**To:** [Marcy Knysz](#)  
**Subject:** Fwd: Submission of Written Objection and Joint Objection Packet – Special Use Application at 747 W Dundee Road  
**Date:** Monday, January 12, 2026 11:00:01 PM  
**Attachments:** [Joint Objection Packet – Map & Business Signatures – 747 W Dundee Rd.pdf](#)

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**\*\*\*! [CAUTION-EXTERNAL EMAIL]: Do not click links or open attachments unless you recognize the sender and know the content is safe \*\*\***

Subject: Fwd: Submission of Written Objection and Joint Objection Packet – Special Use Application at 747 W Dundee Road

Dear Marcy,

I hope this message finds you well.

My name is Ye Lu, and I am the owner of Anna’s Sunny Spa, a legally licensed massage establishment located at 765C West Dundee Road, Wheeling, Illinois. I am writing to formally submit materials in opposition to the Special Use Permit application for the proposed massage establishment at 747 West Dundee Road.

Attached to this email, please find the following documents for inclusion in the official record:

1. My written objection as an existing business owner located along the West Dundee Road commercial corridor;
2. A joint objection packet signed by ten (10) nearby business owners and tenants located along or near the West Dundee Road commercial corridor.  
This packet includes the joint objection letter, a list of undersigned businesses (business name and address), and signature pages;
3. A comparison map showing the proximity between 747 West Dundee Road and 765C West Dundee Road.

As outlined in the attached materials, but rather on land-use suitability and the cumulative impacts associated with placing another identical, high-traffic use in such close proximity within the same commercial corridor. The undersigned businesses share concerns regarding the overconcentration of similar uses and the potential impacts on parking demand, traffic conditions, and the overall functionality and character of the corridor.

These materials are respectfully submitted for consideration as part of the review of this Special Use Permit application. Please let me know if any additional information or documentation would be helpful.

Thank you very much for your time and assistance.

Respectfully,

Ye Lu  
Owner, Anna's Sunny Spa  
765C West Dundee Road  
Wheeling, IL 60090  
Phone: 312-774-6192

## Joint Objection to Special Use Application Proposed Massage Establishment at 747 West Dundee Avenue, Wheeling, Illinois

Dear Village President and Trustees,

We, the undersigned business owners and tenants located along and near the West Dundee Road commercial corridor in Wheeling, respectfully submit this joint objection to the Special Use application for the proposed massage establishment at 747 West Dundee Avenue, Wheeling, Illinois.

Our objection is not based on business competition, but on land-use suitability and the cumulative impact of placing another identical, high-traffic business in such close proximity to an existing massage establishment located at 765C West Dundee Road. Although the two locations are not within the same plaza, they are only a short distance apart along the same commercial corridor and would operate during overlapping evening and weekend peak hours.

The close concentration of similar, high-traffic commercial uses within this limited area would create cumulative impacts, including increased parking demand, additional traffic congestion, and strain on nearby shared infrastructure. These impacts affect not only nearby businesses, but also the overall functionality and character of the West Dundee Road corridor.





The purpose of a Special Use Review is to ensure that a proposed use is appropriate for its specific location and consistent with the public interest. In our view, approving another massage establishment at 747 West Dundee Avenue would contribute to an overconcentration of the same use in close proximity and would not be appropriate for this location.

For these reasons, we respectfully request that the Village Board deny the Special Use application for the proposed massage establishment at 747 West Dundee Avenue.

Thank you for your time and consideration.

### Signature Page – Joint Objection

By signing below, I confirm that I am a business owner or authorized representative of a business located along or near the West Dundee Road corridor and that I support the concerns expressed in the joint objection above.

Printed Name	Business Name	Business Address	Signature	Date
YELU	Anna's Sunny spa.	765 W Dundee Rd #c. Wheeling		01/07/2026
Tony	MR. Smoke	739 W Dundee		01/07/2026
FANNY BELL	LA INTERMEDIATE HAIR	765 W Dundee Rd #A		1/7/26
HARRY	Shital Grocery	759. W. DUNDEE RD		1-7-25

## Joint Objection to Special Use Application Proposed Massage Establishment at 747 West Dundee Avenue, Wheeling, Illinois

Dear Village President and Trustees,

We, the undersigned business owners and tenants located along and near the West Dundee Road commercial corridor in Wheeling, respectfully submit this joint objection to the Special Use application for the proposed massage establishment at 747 West Dundee Avenue, Wheeling, Illinois.

Our objection is not based on business competition, but on land-use suitability and the cumulative impact of placing another identical, high-traffic business in such close proximity to an existing massage establishment located at 765C West Dundee Road. Although the two locations are not within the same plaza, they are only a short distance apart along the same commercial corridor and would operate during overlapping evening and weekend peak hours.

The close concentration of similar, high-traffic commercial uses within this limited area would create cumulative impacts, including increased parking demand, additional traffic congestion, and strain on nearby shared infrastructure. These impacts affect not only nearby businesses, but also the overall functionality and character of the West Dundee Road corridor.

The purpose of a Special Use Review is to ensure that a proposed use is appropriate for its specific location and consistent with the public interest. In our view, approving another massage establishment at 747 West Dundee Avenue would contribute to an overconcentration of the same use in close proximity and would not be appropriate for this location.

For these reasons, we respectfully request that the Village Board deny the Special Use application for the proposed massage establishment at 747 West Dundee Avenue.

Thank you for your time and consideration.

### Signature Page – Joint Objection

By signing below, I confirm that I am a business owner or authorized representative of a business located along or near the West Dundee Road corridor and that I support the concerns expressed in the joint objection above.

Printed Name	Business Name	Business Address	Signature	Date
ESLEY	Dirty Laundry	741 W. Dundee		1-8-26
Marcus W	Advance Auto PROP STATION	753 W Dundee		1-8-26
Deb Bystrom	B+L LIQUORS	767 W. DUNDEE		1/9/26
KAMAL KHAN	ALLSTATE AGENT	765 W. DUNDEE #B		01/09/26

## Joint Objection to Special Use Application Proposed Massage Establishment at 747 West Dundee Avenue, Wheeling, Illinois

Dear Village President and Trustees,

We, the undersigned business owners and tenants located along and near the West Dundee Road commercial corridor in Wheeling, respectfully submit this joint objection to the Special Use application for the proposed massage establishment at 747 West Dundee Avenue, Wheeling, Illinois.

Our objection is not based on business competition, but on land-use suitability and the cumulative impact of placing another identical, high-traffic business in such close proximity to an existing massage establishment located at 765C West Dundee Road. Although the two locations are not within the same plaza, they are only a short distance apart along the same commercial corridor and would operate during overlapping evening and weekend peak hours.

The close concentration of similar, high-traffic commercial uses within this limited area would create cumulative impacts, including increased parking demand, additional traffic congestion, and strain on nearby shared infrastructure. These impacts affect not only nearby businesses, but also the overall functionality and character of the West Dundee Road corridor.

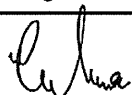


The purpose of a Special Use Review is to ensure that a proposed use is appropriate for its specific location and consistent with the public interest. In our view, approving another massage establishment at 747 West Dundee Avenue would contribute to an overconcentration of the same use in close proximity and would not be appropriate for this location.

For these reasons, we respectfully request that the Village Board deny the Special Use application for the proposed massage establishment at 747 West Dundee Avenue.

Thank you for your time and consideration.

### **Signature Page – Joint Objection**

By signing below, I confirm that I am a business owner or authorized representative of a business located along or near the West Dundee Road corridor and that I support the concerns expressed in the joint objection above.

Printed Name	Business Name	Business Address	Signature	Date
George	El Burrito Bronce	733 W Dundee		1/8/26
Juan	Wheeling Donuts	729 W Dundee		1-08-26
Jinhyoung	wheeling Day spa	737 W Dundee		1-12-26

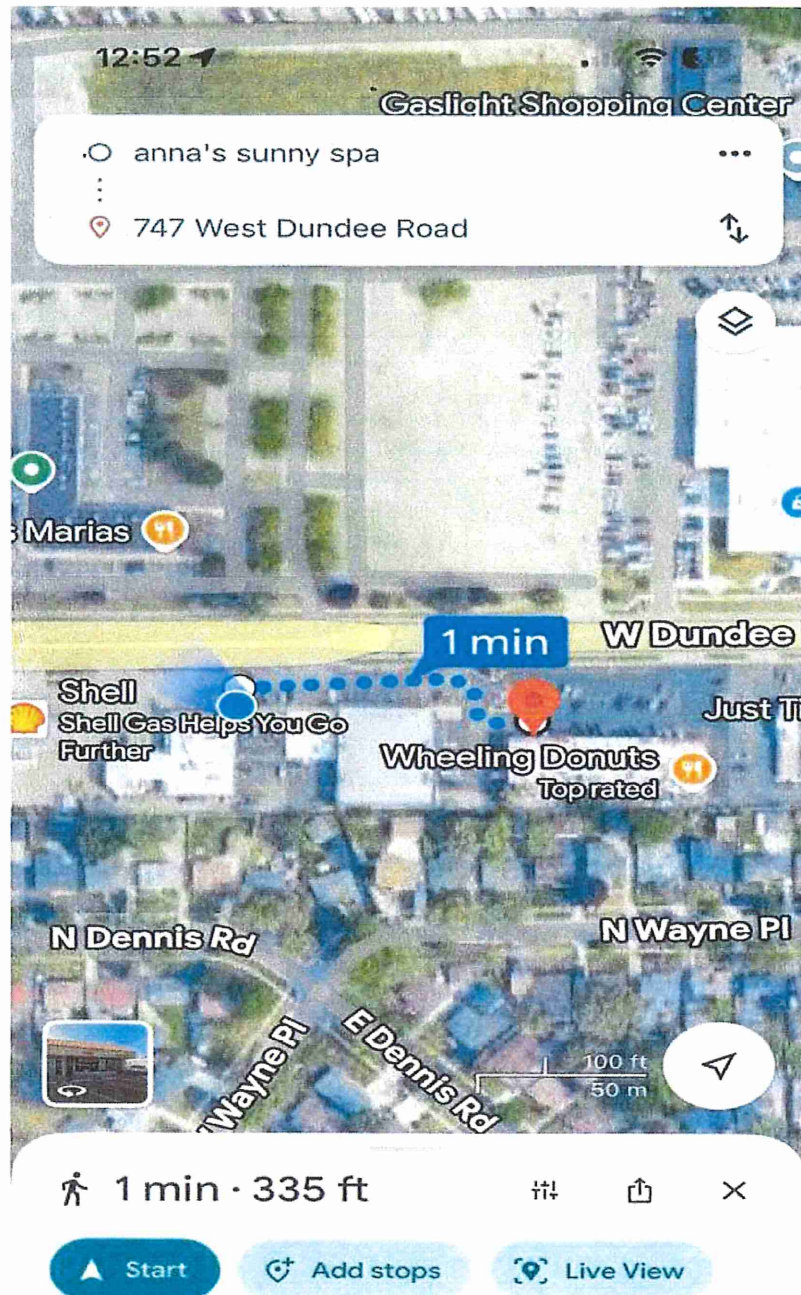
## List of Businesses Supporting the Joint Objection

*(Business Name and Address)*

<b>Business Name</b>	<b>Business Address</b>
B & L Liquors	767 W Dundee Rd Wheeling, IL 60090
anna's sunny spa	765 W Dundee Rd #C Wheeling, IL 60090
Allstate Insurance	765 W Dundee Rd # B Wheeling, IL 60090
La International Hair Design	765 W Dundee Rd # A Wheeling, IL 60090
Shital Grocery	759 W Dundee Rd Wheeling, IL 60090
Advance Auto Parts	753 W Dundee Rd Wheeling, IL 60090
Dirty Duds Laundromat	741 W Dundee Rd Wheeling, IL 60090
Mr. smoke & vape	739 W Dundee Rd Wheeling, IL 60090
Wheeling Dog Spa	737 W Dundee Rd Wheeling, IL 60090
El Burrito Bronco	733 W Dundee Rd Wheeling, IL 60090
Wheeling Donuts	729 W Dundee Rd Wheeling, IL 60090

## Comparison Map: Walking Distance Between

747 W Dundee Road and 765 W Dundee Road #c(Wheeling, Illinois)



- The red circle marks 747 w Dundee rd.
- The blue circle marks 765 w Dundee rd #c, the location of anna's sunny spa.
- Map Reference: This map shows the walking route between the existing massage establishment at 765 West Dundee Road and the proposed massage establishment at 747 West Dundee Road. The walking distance is approximately 335 feet, which is about a one-minute walk. Both locations are situated along the same stretch of West Dundee Road (IL-68) within the same commercial corridor in Wheeling, Illinois, demonstrating their immediate proximity.

**FINDINGS OF FACT  
AND RECOMMENDATION**

To: Village President and Board of Trustees  
From: Wheeling Plan Commission/Sign Code Board of Appeal  
Date: January 14, 2026  
Re: Docket No. PSU25-0024  
Request for Special Use Approval to Permit the Operation of a Massage Establishment (Jie Spa) for Jie Liu (747 W. Dundee Road)

Chairman Johnson called Docket No. PSU25-0024 on January 14, 2026. Present were Commissioners Riles, Hyken, Karl, Johnson, Sprague and Smart. Commissioner Myer was absent with prior notice. Also present were Village Planner Marcy Knysz and Village Attorney Mallory Milluzzi.

The petitioner is seeking to operate a massage establishment ("Jie Spa") within a vacant tenant space at 747 W. Dundee Road. As described in the project description letter, massage services will be offered daily from 9:00 AM to 9:00 PM, with two employees on site. The submitted floor plan depicts a waiting area at the front of the tenant space, three massage rooms, and an employee room located at the rear.

Secretary Sprague reported that Jie Liu was seeking special-use approval to operate a massage establishment. He read the requirements for special-use approval.

Ms. Knysz reported that the space was currently unoccupied. A different petitioner came through in 2025 for a massage establishment in the same location, and it was approved. The applicant subsequently withdrew their request, and the business never opened.

Ms. Knysz read the proposed conditions:

1. The petitioner shall submit an application for a business license to the Community Development Department prior to appearing before the Village Board. Upon demonstrating that the petitioner and the proposed business operations comply with all requirements of Chapter 4.74 of the Wheeling Municipal Code, a business license shall be obtained prior to commencing operation of the massage establishment at the subject location.
2. A Wheeling Sign Permit shall be required prior to the installation of any exterior signage at the subject property, subject to the requirements of Title 21 - Signs.

Jie Liu and Michael Xu, the petitioners, stepped to the podium and were sworn in. Michael Xu reported that they wanted to provide spa services and stated that they would not make any noise. The floor was opened to public comments.

Peter Klasik stepped to the podium and was sworn in. He objected to the spa on behalf of himself and his wife and expressed concern about its proximity to their spa. The distance between the two locations was 325 feet, and a one-minute walk.

**Findings of Fact and Recommendation**

Young Xu Chen stepped to the podium and was sworn in. She reported that she owned the property. She stated that there were 47 regular parking spaces and three handicap spaces, so there was plenty of space.

Michael Xu confirmed that they would have a state spa license, and he stated they believed there were enough customers for both businesses in the area.

Commissioner Riles asked whether foot massage was offered and how many rooms were available for it. Michael Xu confirmed that it was for a foot massage. There were three rooms, but the massage would take place in only one. There would be one worker. Commissioner Riles asked what would happen if three people came in at the same time. Michael Xu stated that there was a waiting area. He stated that they would recommend the other business if they had too many customers at once.

Commissioner Smart asked if the hours were 9:00 a.m. to 9:00 p.m., seven days per week. Michael Xu confirmed this was the case and stated that they were open to changing the times. Commissioner Hyken asked what the maximum number of people would be at any one time. Michael Xu stated that the maximum would be three because there would likely be two customers and one employee. Young Xu Chen reported that there were parking places for all tenants, and they were never filled. She noted that most of the time, only half of the spaces were filled. There were no designated spaces.

Commissioner Sprague asked if Jie Liu was the certified masseuse. Michael Xu reported that his mother would be doing the massages.

Chairman Johnson asked why the previous applicant withdrew. Ms. Knysz reported that she was unsure. The applicant had applied for the business license and then withdrew.

Commissioner Karl had no questions.

Chairman Johnson noted that some opposition letters had been received from other businesses, largely related to high traffic and proximity to the existing spa establishment.

The Commissioners had no further questions.

**MOTION:** Commissioner Karl moved, seconded by Commissioner Sprague to recommend approval of Docket No. PSU25-0024, granting Special Use to Jie Liu, as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections, in order to permit the operation of a massage establishment (Jie Spa), located at 747 W. Dundee Road, in accordance with the Petitioner's Project Description Letter prepared by Jie Liu dated 10/13/2025, Floor Plan received by the Village 12/1/2025, and subject to the following conditions:

1. The petitioner shall submit an Application for Business License to the Community Development Department prior to appearing before the Village Board. Upon demonstrating that the petitioner and the proposed business operations comply with all requirements of Chapter 4.74 of the Wheeling Municipal Code, a Business License shall be obtained prior to commencing operation of the massage establishment at the subject location.
2. A Wheeling Sign Permit shall be required prior to the installation of any exterior signage at the subject property, subject to the requirements of Title 21 - Signs.

**Findings of Fact and  
Recommendation**

**DOCKET NO. PSU25-0024**

On the roll call, the vote was as follows:

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

NAYS: None

ABSENT: Commissioner Myer

ABSTAIN: None

There being six affirmative votes, the motion was approved.

**MOTION:** Commissioner Hyken moved, seconded by Commissioner Karl to close Docket No. PSU25-0024.

On the roll call, the vote was as follows:

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

NAYS: None

ABSENT: Commissioner Myer

ABSTAIN: None

There being six affirmative votes, the motion was approved.

**DRAFT**

**NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Plan Commission of the Village of Wheeling will hold a public hearing on January 14, 2026 at 6:30 p.m. in the Board Room of the Wheeling Village Hall located at 2 Community Boulevard, Wheeling, Illinois, to act on a petition by Jie Liu (747 W. Dundee Road, Wheeling, IL 60090), lessee, seeking Special Use approval to permit the operation of a massage establishment at 747 W. Dundee Road, zoned MXT (Transit-Oriented Mixed Use), as required in Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections.

All interested persons are invited to attend and be heard.  
Docket No. PSU25-0024  
Published in Daily Herald Dec. 30, 2025 (315859)

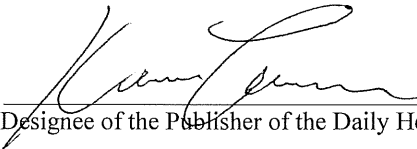
**CERTIFICATE OF PUBLICATION**

**Paddock Publications, Inc.**

**Northwest Suburbs  
Daily Herald**

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **Northwest Suburbs DAILY HERALD**. That said **Northwest Suburbs DAILY HERALD** is a secular newspaper, published in Arlington Heights, Cook County, State of Illinois, and has been in general circulation daily throughout Cook County, continuously for more than 50 weeks prior to the first Publication of the attached notice, and a newspaper as defined by 715 ILCS 5/5.

I further certify that the **Northwest Suburbs DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 12/30/2025 in said **Northwest Suburbs DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY  \_\_\_\_\_  
Designee of the Publisher of the Daily Herald

Control # 315859





**MEMORANDUM**

**DATE:** February 2, 2026  
**FROM:** Ross Klicker, Community Development Director  
**SUBJECT:** Ordinance Granting Special Use Approval to Permit a Massage Establishment for Jie Spa, 747 W. Dundee Road (Docket No. PSU25-0024)  
**DOLLAR AMOUNT:** N/A  
**BUDGETED:** No  
**BUDGET SOURCE:** N/A  
**RECOMMENDED ACTION:** Approve  
**STRATEGIC PLAN THEME:** Economic Development

**EXECUTIVE SUMMARY**

Petitioner Jie Liu seeks special use approval to operate a massage establishment (Jie Spa) at 747 W. Dundee Road, which is zoned MXT, Transit-Oriented Mixed Use. At the January 14, 2026 Plan Commission hearing, the Commission recommended approval of this request, subject to conditions.

**MEMO**

The petitioner is requesting special use approval to operate a massage establishment (Jie Spa) at the subject location. The Zoning Code requires special use approval in order to operate a massage establishment in the MXT Zoning District. As outlined in the petitioner’s cover letter (attached), massage services will be offered daily from 9:00 AM to 9:00 PM, with two employees onsite. The submitted floor plan depicts a waiting area at the front of the tenant space, three massage rooms, and an employee room located at the rear.

**Plan Commission Recommendation**

At the January 14, 2026 Plan Commission hearing, Commissioner Karl moved, seconded by Commissioner Sprague, to recommend approval of Docket No. PSU25-0024, granting Special Use approval to Jie Liu as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections, in order to permit the operation of a massage establishment (Jie Spa), located at 747 W. Dundee Road, in accordance with the exhibits listed below and subject to the following conditions:

1. The petitioner shall submit an Application for Business License to the Community Development Department prior to appearing before the Village Board. Upon demonstrating that the petitioner and the proposed business operations comply with all requirements of Chapter 4.74 of the Wheeling Municipal Code, a Business License shall be obtained prior to commencing operation of the massage establishment at the subject location.
2. A Wheeling Sign Permit shall be required prior to the installation of any exterior signage at the subject property, subject to the requirements of Title 21 - Signs.

There being six affirmative votes, the motion was approved.

**Community Development Director's Review and Recommendation**

I concur with the Findings of Fact and Recommendations provided by the Plan Commission. An ordinance is attached for the Board’s consideration to reflect the Commission’s recommendation for the granting of a special use to permit a massage establishment for Jie Spa. The petitioner has submitted a business license application as required by the Plan Commission’s recommendation, as reflected by the removal of the condition in the approving Ordinance.

**Attachments**

Ordinance – Special Use Approval [Docket No. PSU25-0024]  
Exhibits: Petitioner’s Project Description Letter prepared by Jie Liu dated 10/13/2025

Floor Plan received by the Village on 12/1/2025  
PC Staff Report with Attachments  
Findings of Fact - Draft  
Public Notice Certification

**NOTICE OF PUBLIC HEARING**  
REVOCATION OF SPECIAL USE TO  
JIE SPA, 747 WEST DUNDEE, WHEELING IL  
Notice is hereby given that on the 6th day of July, 2026 at 6:30 p.m. in the Board Room of the Village Hall at 2 Community Boulevard, Wheeling, Illinois, a hearing will be held before the President and Board of Trustees of the Village of Wheeling to consider the revocation of a special use for a massage establishment issued to Jie Spa at 747 West Dundee, Wheeling Illinois 60090 pursuant to Section 19.10.30(i) of the Wheeling Municipal Code. The applicant did not obtain the required business license and has indicated that it wishes to rescind its special use.  
At this public hearing, testimony will be taken as to whether this special use will be revoked. All interested people are invited to attend and be heard.

Kathryn Brady  
Village Clerk

Published in Daily Herald June 19, 2026 (334302)

## CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

### Northwest Suburbs **Daily Herald**

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **Northwest Suburbs DAILY HERALD**. That said **Northwest Suburbs DAILY HERALD** is a secular newspaper, published in Arlington Heights, Cook County, State of Illinois, and has been in general circulation daily throughout Cook County, continuously for more than 50 weeks prior to the first Publication of the attached notice, and a newspaper as defined by 715 ILCS 5/5.

I further certify that the **Northwest Suburbs DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 06/19/2026 in said **Northwest Suburbs DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY \_\_\_\_\_

  
Designee of the Publisher of the Daily Herald

Control # 334302





## MEMORANDUM

**DATE:** July 6, 2026  
**FROM:** Ross Klicker, Community Development Director  
**SUBJECT:** Ordinance Granting Special Use Approval to Permit the Operation of a Recreational and Instructional Facility for D-BAT Baseball and Softball Training Academy (100 Chaddick Drive) [Docket No. PSU26-0010]  
**DOLLAR AMOUNT:** N/A  
**BUDGETED:** No  
**BUDGET SOURCE:** N/A  
**RECOMMENDED ACTION:** Approve  
**STRATEGIC PLAN THEME:** Economic Development

### EXECUTIVE SUMMARY

D-BAT Baseball and Softball Training Academy is seeking special use approval for a recreational and instructional facility to operate an indoor baseball and softball training facility at 100 Chaddick Drive. At the June 24, 2026 Plan Commission hearing, the Commission recommended approval of this request.

### MEMO

The proposed indoor baseball and softball training facility will offer a variety of training and recreational activities, including:

- Team practices and skills training area
- Individual and group instruction
- Camps and clinics
- Batting cages and live batting practice hitting lanes
- Pitching tunnels
- Video assessment room
- Lounge / party room
- Pro Shop
- Spectator and parent seating area

As outlined in the petitioner's Project Description Letter (attached), the proposed hours of operation are Monday through Thursday from 10:00 a.m. to 9:00 p.m., Friday and Saturday from 10:00 a.m. to 7:00 p.m., and Sunday from 2:00 p.m. to 6:00 p.m. The facility is expected to employ approximately eight staff members, including a general manager, business manager, batting cage attendants, coaches, and instructors.

### Plan Commission Recommendation

At the June 24, 2026, Plan Commission hearing, Commissioner Hyken moved, seconded by Commissioner Smart, to recommend approval of Docket No. PSU26-0010 granting Special Use approval to permit a recreational and instructional facility for D-BAT Baseball and Softball Academy at 100 Chaddick Drive, as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections, in accordance with the exhibits listed below and subject to the following conditions:

1. A minimum of one (1) employee shall be on-site at all times during the facility's hours of operation.
2. Parties and gatherings shall be limited to facility participants, teams, and patrons and shall be incidental to the principal use.

3. Tournaments and similar competitive events/exhibitions shall be prohibited.
4. All activities shall be conducted entirely within the indoor facility.
5. No refuse, garbage, or waste materials shall be stored outdoors unless screened within a code-compliant trash enclosure. Prior to construction of any trash/refuse enclosure, the petitioner shall obtain Site Plan approval from the Plan Commission and submit a permit application to the Community Development Department.
6. Prior to the issuance of a Certificate of Occupancy, the following items shall be completed:
  - a. Permits shall be obtained and plans submitted by an Illinois-licensed sprinkler contractor for review and approval of any required fire sprinkler system modifications.
  - b. Permits shall be obtained and plans submitted for review and approval for any required fire alarm system modifications.
7. A Wheeling Sign Permit shall be required prior to the installation of any exterior signage at the subject property, subject to the requirements of Title 21 - Signs.

There being four affirmative votes (three absent), the motion was approved.

**Community Development Director's Review and Recommendation**

I concur with the findings of fact and recommendations provided by the Plan Commission. An ordinance is attached for the Board's consideration to reflect the Commission's recommendation to grant special use approval for a recreational and instructional facility, subject to conditions.

**Attachments**

Ordinance – Special Use Approval [Docket No. PSU26-0010]

Exhibits: Petitioner's Project Description Letter received by the Village on 5/22/2026

Floor Plan received by the Village on 5/5/2026

PC Staff Report

Report Attachments (staff)

Photographs of the Petitioner's existing D-Bat facility in Mokena

Findings of Fact (Draft)

Certificate of Publication

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

**ORDINANCE GRANTING SPECIAL USE APPROVAL TO PERMIT THE OPERATION OF A RECREATIONAL AND INSTRUCTIONAL FACILITY FOR D-BAT BASEBALL AND SOFTBALL ACADEMY (100 CHADDICK DRIVE)**

**WHEREAS**, the Plan Commission of the Village of Wheeling held a public hearing on June 24, 2026, duly noticed in the *Daily Herald* on June 9, 2026, to consider a petition by D-BAT Baseball and Softball Training Academy (hereinafter referred to as the "Petitioner") for Special Use approval to permit the operation of a recreational and instructional facility for the property located at 100 Chaddick Drive, Wheeling, Illinois (hereinafter referred to as the "Subject Site") in the I-1 (Light Industrial and Office) and I-3 (General Industrial) Zoning Districts, as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections; and

**WHEREAS**, the Plan Commission has submitted its Findings of Fact and Recommendation to the President and Board of Trustees, recommending approval by a vote of 4 ayes and 0 nays, with 3 absent; and

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

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

**Section A**

This Board of Trustees, after considering the Recommendation of the Plan Commission and other matters properly before it, hereby finds:

- The special use is necessary for the public convenience at that location;
- That the special use as requested will not alter the essential character of the area in which it is to be located;
- That the location and size of the special use, the nature and intensity of the operation involved in or conducted with it, the size of the site in relation to it, and the location of the site with respect to streets giving access to it, will be in harmony with the appropriate, and orderly development of the district in which it is located;
- The location, nature and height of buildings, walls and fences, and the nature and extent of the landscaping on the site shall be such that the use will not hinder or discourage the appropriate development and use of adjacent land and buildings, or will not impair the value thereof;
- That the parking areas will be of adequate size for the particular use, properly located, and suitably screened from adjoining residential uses, entrance and exit drives shall be laid out as to prevent traffic hazards and nuisances; and
- The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulation in that zone.

**Section B**

A special use is hereby granted under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections, to permit the operation of a recreational

**Special Use Approval for a Recreational and Instructional Facility (D-BAT)**

and instructional facility in the I-1 (Light Industrial and Office) and I-3 (General Industrial) zoning districts, located at the Subject Site, hereinafter legally described:

LOTS 1, 2 AND 3 IN BLOCK 4, IN AMERLINE SUBDIVISION, OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**Section C**

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

- Petitioner's Project Description Letter received by the Village on 5/22/2026
- Floor Plan received by the Village on 5/5/2026

**Section D**

The special use approval granted in Section B of this Ordinance is subject to the following conditions:

1. A minimum of one (1) employee shall be onsite at all times during the facility's hours of operation.
2. Parties and gatherings shall be limited to facility participants, teams, and patrons, and shall be incidental to the principal use.
3. Tournaments and similar competitive events/exhibitions shall be prohibited.
4. All activities shall be conducted entirely within the indoor facility.
5. No refuse, garbage, or waste materials shall be stored outdoors unless screened within a code-compliant trash enclosure. Prior to construction of any trash/refuse enclosure, the petitioner shall obtain Site Plan approval from the Plan Commission and submit a permit application to the Community Development Department.
6. Prior to the issuance of a Certificate of Occupancy, the following items shall be completed:
  - a. Permits shall be obtained and plans submitted by an Illinois-licensed sprinkler contractor for review and approval of any required fire sprinkler system modifications.
  - b. Permits shall be obtained and plans submitted for review and approval for any required fire alarm system modifications.
7. A Wheeling Sign Permit shall be required prior to the installation of any exterior signage at the subject property, subject to the requirements of Title 21 – Signs.

**Section E**

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

Trustee \_\_\_\_\_ moved, seconded by Trustee \_\_\_\_\_,  
that Ordinance No. \_\_\_\_\_ be passed, this 6<sup>th</sup> day of July, 2026.

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

**APPROVED** this 6th day of July 2026, by the President and Board of Trustees of the Village of Wheeling, Illinois.

**ATTEST:**

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

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

APPROVED AS TO FORM ONLY:

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

**PUBLISHED** in pamphlet form this 7<sup>th</sup> day of July, 2026, by order of the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

**Exhibit A (Attached)**

- Petitioner's Project Description Letter received by the Village on 5/22/2026
- Floor Plan received by the Village on 5/5/2026

TREVOR M. HALEY J.D., M.S.

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Elmhurst, IL 60126 |

| (412) 297-9574

MLB Scouting Professional and Front Office Professional | 18 Years MLB Scouting Experience |  
Licensed Attorney and 2006 Graduate of Marquette Law School

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To whom it may concern,

RE: D-BAT WHEELING BASEBALL & SOFTBALL ACADEMY

I am writing to formally express my interest in leasing the property at 100 Chaddick Drive to develop and operate a D-BAT Baseball & Softball Academy serving Wheeling, IL and the surrounding communities. I have secured exclusive territorial rights with D-BAT for this area and am fully committed to building a flagship indoor training facility that will be an asset to your property, the Village of Wheeling, and local baseball and softball families.

Based on demographic analysis, the strength of local youth sports participation, and the proven performance of comparable D-BAT locations, we estimate that this location can support approximately \$2 million in annual gross sales at maturity. This projection reflects D-BAT's diversified revenue model—cage rentals, instruction, memberships, camps, clinics, team services, and pro shop sales.

Our initial interaction and feedback from the Village of Wheeling have been very positive. The Village has expressed enthusiasm about potential synergies with Heritage Park's baseball and softball fields, including collaborative programming, camps, and events. This alignment positions the site to generate consistent, year-round traffic and serve as a true community asset.

From an operator perspective, I bring more than 20 years of experience in baseball, including extensive time working within the amateur and youth baseball ecosystems. Over two decades, I have built deep relationships with high school coaches, travel baseball organizations, instructors, training facilities, and college recruiting networks—both locally and nationally. These connections will be instrumental in building a strong customer base and establishing immediate credibility in the Wheeling market. I also maintain a broad network of professional and baseball-related contacts throughout the Chicago area that will help accelerate growth and ensure this location becomes a premier training destination.

On the financial side, in addition to my own capital and that of my partner, who owns and operates the D-BAT franchise in Mokena, Illinois, along with bank financing, I am confident that with equity capital committed to this project ensures we can deliver a first-class facility for the community and surrounding Chicagoland area.

D-BAT provides a best-in-class franchise model, combining professional-quality facilities with multiple revenue streams and a highly successful membership-based structure. Facilities are clean, well-maintained, climate-controlled environments that attract families seven days a week, creating stable, predictable traffic for the property and supporting long-term tenancy.

We recognize local ball players have a number of choices when they are selecting training and equipment. We want D-BAT Wheeling to be the first indoor training facility that comes to mind when players and teams think of training and instruction in Chicago's Northern suburbs. Therefore, we will strive to deliver a first-class experience. From the time the customer calls for reservation/information until they have completed their training and left for the day, our objective is to offer them quality service throughout their experience.

We believe this will be achieved by creating an outstanding image by providing a fun, clean, safe and educational environment. All signage and logos will be professionally printed and applied. All pro shop furnishings and displays will be new and immaculately maintained. Training areas, aids and equipment will be the best in the industry, clean and maintained at top performance.

D-BAT Wheeling will be a state-of-the-art facility, with 12 turfed batting and pitching cages, a computerized reservation and scheduling system, automated credit card approval, clean safe cages and equipment, and a roomy inviting place for parents to sit and watch, and a video room for digital analysis.

We will offer cages for pitchers to work on player mechanics or hitters to work on their swing. Teams or groups can rent cages and use them for either individual training or remove the netting for team training.

Additionally, we will offer a fully stocked Pro Shop geared toward teams and players alike. When customers walk into the facility, they will be welcomed by a fully stocked, professionally constructed Pro Shop offering the latest varieties of baseball and softball gloves, bats, clothing, equipment and protective gear offered by companies such as Easton, Rawlings, and more.

Following are several operational details to provide you with a better understanding of the D-BAT program:

- **Anticipated number of students/participants**

Maximum number of participants at any given time is 50. Average number of participants at any given time is 25. During the winter months and during inclement or hot spring/summer weather, the facility will have a higher participant level. Participation may be a bit lower during more temperate weather days.

- **Number of employees present during each shift.**

Front of house staff: 2-3 people including General Manager and Business Manager who will handle scheduling, accounting, clerical, and operational duties. They will also oversee the pro shop. Batting cage staff: 1-2 instructors provide individualized instruction. There will be times when coaches/instructors will accompany their group and this would add another 2-3 coaches/instructors at peak times.

- **Days and hours of operation**

M-Th: 10am to 9pm, F/Sa: 10am – 7pm, Sun: 2p – 6pm (and subject to change)

**Activities to occur within the facility (batting cages, pitching lanes, practices, instruction)**

- Individual Cage use
- Instruction
- Camps and clinics
- 3 swipe card operated batting cages
- 9 live batting practice hitting lanes with "L" screens
- 3 pitching tunnels
- a team skills area
- a video assessment room
- a lounge for both players and parents
- a fully stocked Pro Shop
- an events room for birthday parties
- a staff of professional instructors dedicated to sharpening ballplayers' skills both physically and mentally.

- **Identification of proposed spectator/parent seating areas, including anticipated capacity**

While most parents will drop their older kids off and then pick them up, there will be an area for parents to sit/relax while their kids are in the facility. This will be in a section of the front office/pro-shop area. There may be a viewing area outside the batting cage room for parents to watch or they can sit by the actual cages.

- **Indication of whether summer camps or other large group events are proposed**

The cages are primarily for individual instruction (hitting and pitching) or small groups of 2-4 per cage. At times, groups/teams (15-30 kids) may be receiving group instruction at any particular time throughout multiple cages in the facility. But the majority of the use will be individual practice and instruction.

- **Activities/training sessions will be scheduled to minimize overlapping parking and pick up/drop off congestion.**

All drop-offs will be located in the parking lot along the west side of the building. Again, most of the use will be by individuals and smaller (2-4 participants) rather than larger groups.

- **All activities will occur inside the D-BAT facility premises. No outside play will occur.**

I view this lease not as a short-term arrangement but as the beginning of a long-term partnership with the property owner and the greater Wheeling area. I take great pride in character, honesty, and professionalism, and I am prepared to provide personal and professional references who can speak to my integrity and reliability.

Sincerely,

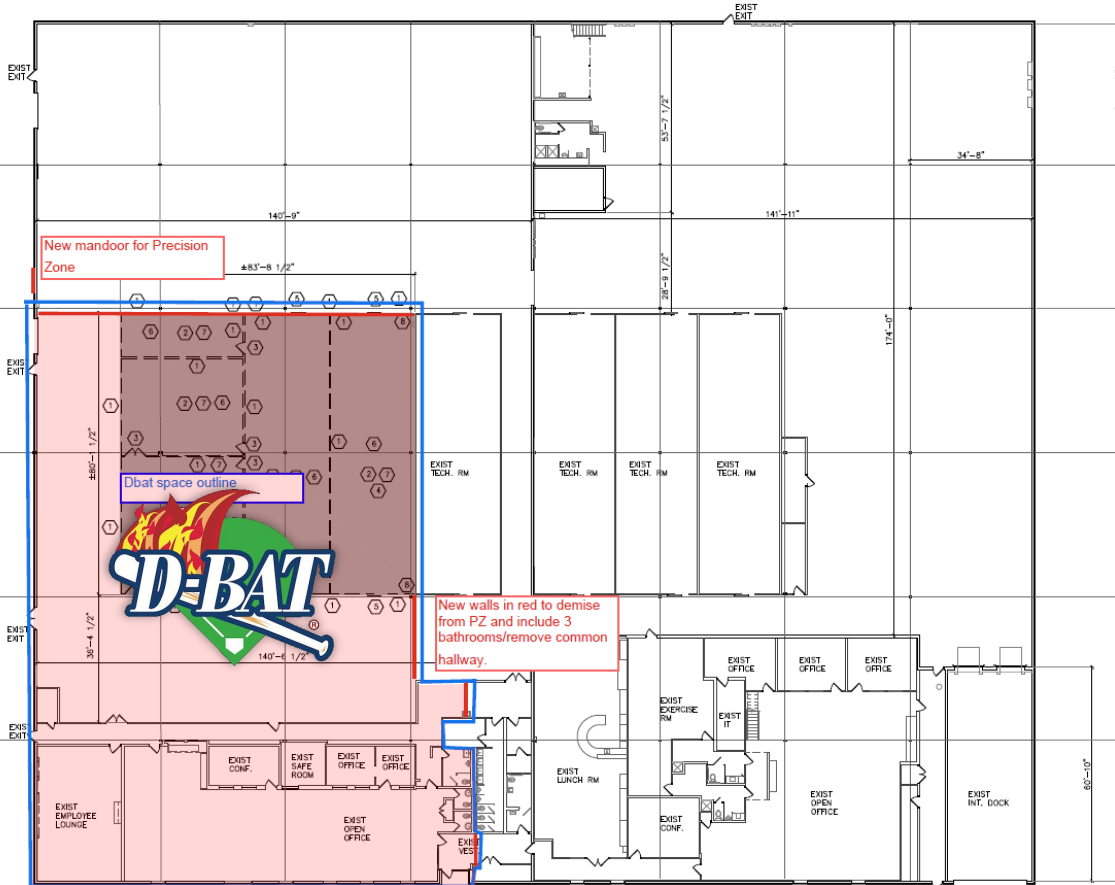
*Trevor M. Haley*

Trevor M. Haley

Managing Partner, D-BAT Wheeling

# D-BAT BASEBALL AND SOFTBALL ACADEMY

## 100 CHADDICK DR. WHEELING, ILLINOIS



BUILDING DATA	
EXISTING WEST OFFICE	87,006 SF
EXISTING EAST OFFICE	88,253 SF
EXISTING WEST TECH OFFICES	41,971 SF
EXISTING EAST TECH OFFICES	88,659 SF
EXISTING WEST WAREHOUSE AREA AFTER DEMOLITION	325,992 SF
EXISTING EAST WAREHOUSE AREA	221,307 SF
EXISTING TOTAL BUILDING AREA	870,188 SF
EXISTING APPROXIMATE AREA TO BE DEMO'D	465,707 SF
MAXIMUM COMMON PATH OF EGRESS TRAVEL = 100'-0"	
250' MAXIMUM TRAVEL DISTANCE WITH MORE THAN ONE EXIT	
EXISTING EXITS TO REMAIN OCCUPANCY COURT, WILL BE REDUCED	
PLUMBING DATA	
EXISTING TOILET ROOMS TO REMAIN, PRODUCTION ROOMS ARE BEING REMOVED AND SAME SPACE BEING CONVERTED TO WA. SPACE, OCCUPANT C.T. REDUCED.	

MAIN LEVEL	
<b>BUILDING PLAN - DEMOLITION</b>	
SCALE: 1/16" = 1'-0"	

- DEMOLITION NOTES**
- EXISTING FULL HEIGHT DRYWALL/METAL STUD PARTITIONS TO BE REMOVED COMPLETE. TERMINATE AND REMOVE POWER AND WIRING IN PARTITIONS BACK TO ELECTRICAL PANEL - FIELD VERIFY EXTENT OF WORK.
  - EXISTING SUSPENDED AC (CEILING SYSTEM, LIGHTS, AND HVAC OFFICERS AND DUCTWORK TO BE REMOVED BACK TO EXISTING SOURCE - FIELD VERIFY EXTENT OF WORK.
  - EXISTING DOOR FRAME, AND HARDWARE TO BE REMOVED COMPLETE. FIELD VERIFY EXTENT OF WORK.
  - EXISTING FURNITURE AND OBSCURALS IN ROOMS TO BE REMOVED COMPLETE. TERMINATE AND REMOVE POWER AND WIRING IN OBSCURALS BACK TO ELECTRICAL PANELS.
  - EXISTING ALUMINUM / GLASS (B-PASS DOOR) TO BE REMOVED COMPLETE - SAVAGE AFTER REMOVAL WITH OWNER.
  - DECONNET SPRINKLER SYSTEM AT CEILING HEIGHT - FIELD VERIFY SPRINKLER HEADS ARE AT ROOF STRUCTURE HEIGHT AND FACING UP.
  - EXISTING LIFE SAFETY DEVICES, EXIT SIGNS, AND ECT. TO BE REMOVED COMPLETE - FIELD VERIFY WITH LOCAL FIRE DEPARTMENT ON PLACEMENT OF NEW OR REDUCED DEVICES.
  - CAREFULLY SCORE DRYWALL RIGHT ABOVE EXISTING BASE. REMOVE BASE COMPLETE AT ALL PARTITIONS REMAINING. FIELD VERIFY EXTENT OF WORK.

- FIRE PROTECTION :**  
BUILDING IS BE FULLY SPRINKLERED, AND SHALL BE MAINTAINED IN ACCORDANCE W/ NFPA 13. FIRE PROTECTION CONTRACTOR SHALL VERIFY TENANTS REQUIREMENTS FOR BUILDING USE AND CONFORM CODE REQUIREMENTS WITH LOCAL AUTHORITIES TO INSURE THAT SPRINKLER SYSTEM IS ADEQUATELY DESIGNED FOR TENANT'S CURRENT USE.
- GENERAL NOTES:**
- GENERAL CONTRACTOR TO VERIFY ALL EXIST CONDITIONS AND NOTIFY ARCHITECT & OWNER OF ANY DISCREPANCIES PRIOR TO COMMENCING WORK.
  - NO WORK SHALL BE CONCEALED PRIOR TO INSPECTION BY GOVERNING AGENCIES.
  - NO CHANGES ARE TO BE MADE TO THESE DRAWINGS WITHOUT THE KNOWLEDGE AND CONSENT OF THE OWNER AND ARCHITECT.
  - ALL WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH THE SAFETY ORDERS OF THE DIVISION OF INDUSTRIAL SAFETY, THE NATIONAL ELECTRIC CODE, AND ALL OTHER APPLICABLE FEDERAL, STATE, COUNTY AND MUNICIPAL LAWS, ORDINANCES, RULES AND REGULATIONS PERTAINING TO THE CONSTRUCTION. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING THERETO.
  - CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REPAIRING AND PATCHING WORK REQUIRED AFTER DEMOLITION. SURFACES SHALL BE REFINISHED TO MATCH ADJACENT WORK.
  - ALL SUBCONTRACTORS ARE HEREBY REMINDED THAT THIS PROJECT IS SUBJECT TO THE PROCEDURES AND REGULATIONS OF THE WILLIAMS-STEIGER OCCUPATIONAL SAFETY & HEALTH ACT, CURRENT EDITION WITH PERTINENT AMENDMENTS.
  - ALL SUBCONTRACTORS ARE FURTHER REMINDED THAT THE IMPLEMENTATION OF THE PROCEDURES AND REGULATIONS PERTAINING TO THE ABOVE MENTIONED ACT ARE HIS COMPLETE RESPONSIBILITY. NEITHER THE OWNER, TENANT, GENERAL CONTRACTOR NOR THE ARCHITECT SHALL BE RESPONSIBLE FOR ENFORCEMENT VIOLATIONS THEREOF, OR THE LEGAL CONSEQUENCES RESULTING FROM VIOLATIONS THEREOF.
  - CONTRACTOR NOT TO ALLOW DEBRIS TO ACCUMULATE ON SITE DURING DEMOLITION AND CONSTRUCTION, AND LEAVE AREA BROOM CLEAN DAILY. REMOVE WASTE BUILDING MATERIAL WEEKLY.
  - ARCHITECT NOT ENGAGED FOR SUPERVISION AND ASSUMES NO SUCH RESPONSIBILITY.
  - OWNER AND CONTRACTORS RESPONSIBLE FOR OBTAINING APPROPRIATE PERMITS, AND INSURANCE FOR CONSTRUCTION AND OCCUPANCY.
  - ALL SURFACES AND CONSTRUCTION NOT IN CONTRACT TO BE ADEQUATELY BRACED, PROTECTED, PATCHED TO MATCH OR CLEANED TO SMOOTH, SOLID, SAFE CONDITION EQUAL TO EXISTING CONSTRUCTION AND INDUSTRY STANDARD.
  - CONTRACTOR TO BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, PROCEDURES, SAFETY, AND FOR COORDINATING ALL PORTIONS OF THE WORK. ARCHITECT ASSUMES NO RESPONSIBILITY.
  - DO NOT SCALE DRAWINGS - DIMENSIONS GOVERN.
  - THE WORK INCLUDES THE FURNISHINGS OF ALL LABOR, MATERIALS, EQUIPMENT AND SERVICES NECESSARY AND REASONABLY INCIDENTAL TO THE COMPLETION OF THE WORK AS ILLUSTRATED AND SPECIFIED IN THE PLANS AS PREPARED BY THE ARCHITECT. ALL SUCH WORK IS TO BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR UNLESS OTHERWISE NOTED.
  - ALL CONTRACTORS SHALL TAKE OUT ALL NECESSARY INSURANCE TO INDEMNIFY AND HOLD HARMLESS THE OWNER, AND ARCHITECT AND AGENTS THEREOF FROM ANY DAMAGES RESULTING FROM CONTRACTORS EXECUTION OF WORK.
  - CONTRACTOR(S) SHALL ADEQUATELY PROTECT PERSONS AND PROPERTY FROM DAMAGE AND INJURY CAUSED BY THEIR OPERATIONS. EACH CONTRACTOR SHALL CLEAN, REPAIR OR REPLACE SAID PROPERTY PROMPTLY AT NO COST TO OWNER.
  - PERFORM ALL WORK IN ACCORDANCE WITH GOOD TRADE PRACTICE, APPLICABLE MANUFACTURER'S RECOMMENDATIONS AND ALL APPLICABLE INDUSTRY STANDARDS INCLUDING ASTM STANDARDS.
  - ALL MECHANICAL WORK TO BE INSTALLED TO MEET ALL APPLICABLE CODE REQUIREMENTS ADAPTED BY THE VILLAGE OF WHEELING.
  - ALL PLUMBING WORK TO BE INSTALLED TO MEET ALL APPLICABLE CODE REQUIREMENTS ADAPTED BY THE VILLAGE OF WHEELING.
  - SEE ELECTRICAL DOWNS BY OTHERS. ALL ELECTRICAL WORK TO BE INSTALLED TO MEET ALL APPLICABLE CODE REQUIREMENTS ADAPTED BY THE VILLAGE OF WHEELING.
  - EACH CONTRACTOR, PRIOR TO SUBMITTING HIS BID, SHALL THOROUGHLY AND CAREFULLY EXAMINE THE DRAWINGS AND SPECIFICATIONS OF THE WORK TO BE PERFORMED. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT IN WRITING OF ANY ERRORS, DISCREPANCIES, OR AMBIGUITIES FOUND IN THE CONTRACT DOCUMENTS. THE CONTRACTOR, IN SUBMITTING HIS BID, ASSUMES RESPONSIBILITY FOR DISCREPANCIES FOR WHICH HE DID NOT NOTIFY THE ARCHITECT.
  - FIRE PROTECTION AND FIRE ALARM SYSTEM(S) DRAWINGS BY CERTIFIED FIRE SUPPRESSION & OR FIRE ALARM CONTRACTOR(S) BY OTHERS.
- CONSTRUCTION DATA**
- BUILDING CODE :**  
2021 INTERNATIONAL BUILDING CODE WITH AMENDMENTS  
2021 INTERNATIONAL EXISTING BUILDING CODE WITH AMENDMENTS  
2021 INTERNATIONAL FIRE GAS CODE W/ AMENDMENTS  
2021 INTERNATIONAL FIRE CODE W/ AMENDMENTS  
2017 NATIONAL ELECTRICAL CODE  
2014 NATIONAL MECHANICAL CODE  
2018 ILLINOIS ACCESSIBILITY CODE  
2021 ILLINOIS OCCUPANCY COURT INTERPRETATION CODE.
- EXISTING CONSTRUCTION :**  
TYPE IIB, UNLIMITED AREA BUILDING FULLY SPRINKLERED.
- OCCUPANCY :**  
CURRENT, PROPOSED OCCUPANCY TYPE 51, FI, B



STATEMENT OF COMPLIANCE  
I HAVE PREPARED OR CAUSED TO BE PREPARED A STATEMENT OF COMPLIANCE FOR THE ATTACHED PLANS AND SPECIFICATIONS AND STATE THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND TO THE EXTENT OF MY CONTRACTUAL OBLIGATION, THEY COMPLY WITH ALL APPLICABLE AND ENFORCEABLE APPLICABLE CODES, INCLUDING THE INTERNATIONAL BUILDING CODE (IBC) AND THE ILLINOIS ACCESSIBILITY CODE (IAC), AND I DO NOT KNOW OF ANY.

WHEELING, ILLINOIS



ISSUE	DATE
ISSUED / DEMO PERMIT	07/07/25

DRAWN BY: STAFF  
APPROVED: AA  
PROJECT NO. 25-008  
DATE 07/07/25  
© 2025 A+M Architects, LLC

DEMOLITION PERMIT FOR  
**PRECISION ZONE**  
100 CHADDICK DRIVE  
WHEELING, ILLINOIS

SHEET DESCRIPTION  
DEMOLITION PLAN SHEET

SHEET NUMBER  
**D1**

SHEET 1 of 1



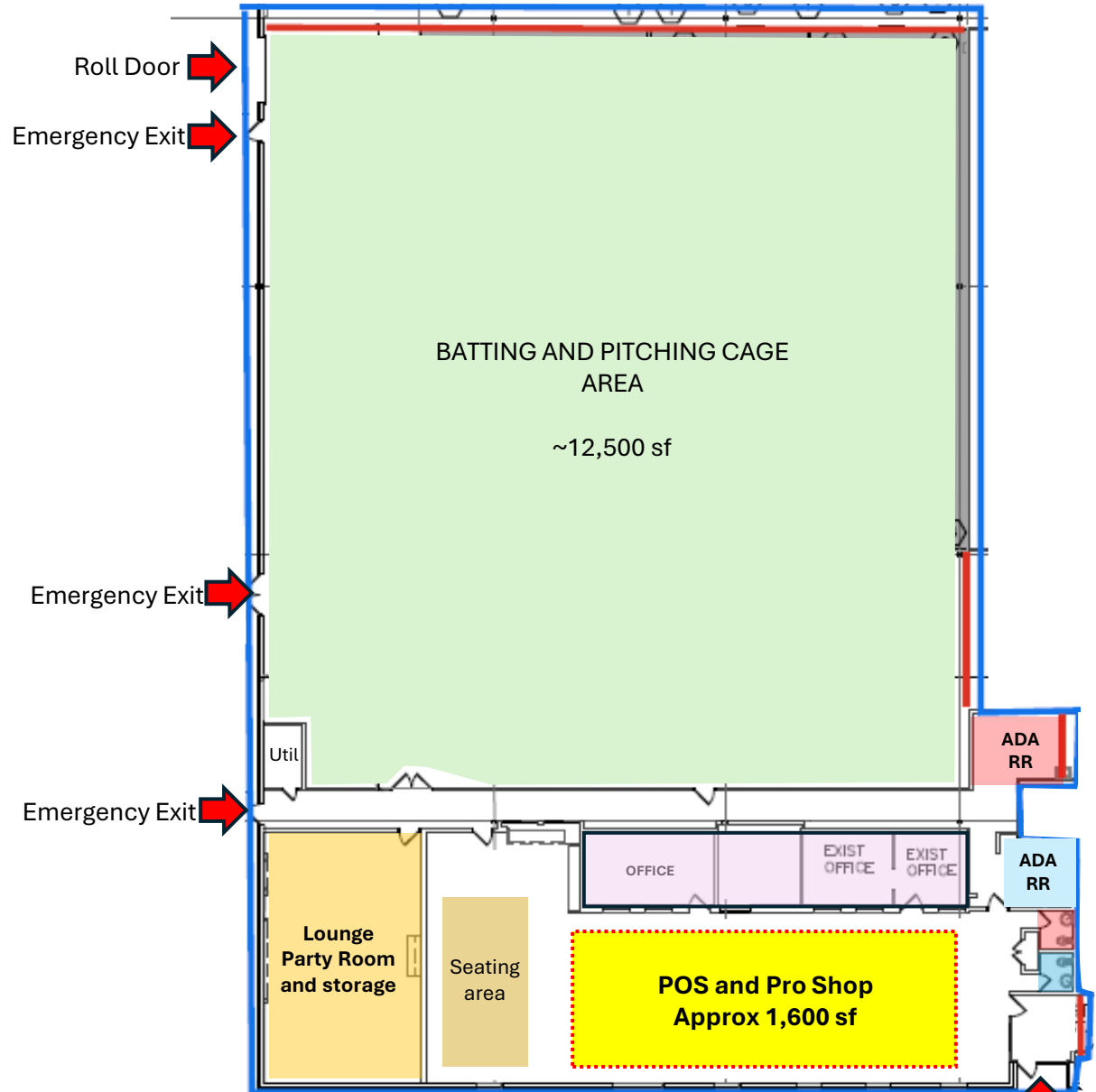
## Preliminary Space Plan

D-BAT Baseball and Softball Academy

Total Space Size: ~17,000

Training Area: ~12,500 sf

Front of house: ~4,500 sf consisting of  
POS/Pro Shop: ~1,600 sf  
Offices, Party Room, restrooms, entry and corridors: ~2,900 sf





## MEMORANDUM

**DATE:** June 24, 2026  
**FROM:** Marcy Knysz, Village Planner  
**SUBJECT:** Docket No. PSU26-0010, Request for Special Use Approval to Permit a Recreational and Instructional Facility for D-BAT Baseball and Softball Training Academy (100 Chaddick Drive).  
**RECOMMENDED ACTION:** **Recommend approval of Docket No. PSU26-0010**, granting Special Use approval to permit a recreational and instructional facility for D-BAT Baseball and Softball Academy, located at 100 Chaddick Drive, as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections, in accordance with the Petitioner's Project Description Letter received by the Village on 5/22/2026; Floor Plan received by the Village on 5/5/2026, and subject to the following conditions:

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  - a. Permits shall be obtained and plans submitted by an Illinois-licensed sprinkler contractor for review and approval of any required fire sprinkler system modifications.
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## EXECUTIVE SUMMARY

**Docket No. PSU26-0010:** Trevor Haley (2000 Ovaltine Court, Unit 104, Villa Park, IL 60181), lessee, is seeking special use approval to permit a recreational and instructional facility for "D-BAT Baseball and Softball Training Academy", located at 100 Chaddick Drive, Wheeling, IL 60090, which is zoned I-1 (Light Industrial and Office) and I-3 (General Industrial), pursuant to Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.10 Use Regulations, and associated sections.

## **GENERAL PROPERTY INFORMATION**

Petitioner: Travor Haley, Choose Today LLC

Address: 100 Chaddick Drive

Building size: 71,538 sq. ft. (leased space: 17,000 sq. ft.)

Property Size: 174,145 (4.0 acres)

Neighboring Property Land Use(s):

North: Residential

East/West: Industrial

South (across Chaddick Dr.): Industrial

Existing Use of Property: Multi-tenant industrial building

Existing Zoning: I-1 (Light Industrial and Office) / I-3 (General Industrial)

Comprehensive Plan Designation: Industrial

Zoning History: None

## **SUMMARY OF REQUEST**

The petitioner, D-BAT Baseball and Softball Training Academy, requests special use approval to permit a recreational and instructional facility to operate an indoor baseball and softball training facility to be located at 100 Chaddick Drive.

## **SPECIAL USE ANALYSIS**

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

The Petitioner is seeking Special Use approval to operate an indoor baseball and softball training facility that will offer a variety of training and recreational activities, including:

- Team practices and skills training area
- Individual and group instruction
- Camps and clinics
- Batting cages and live batting practice hitting lanes
- Pitching tunnels
- Video assessment room
- Lounge / party room
- Pro Shop
- Spectator and parent seating area

Photographs of the Petitioner's existing D-Bat facility in Mokena have been provided for reference.

As outlined in the Petitioner's Project Description Letter (attached), the proposed hours of operation are Monday through Thursday from 10:00 a.m. to 9:00 p.m., Friday and Saturday from 10:00 a.m. to 7:00 p.m., and Sunday from 2:00 p.m. to 6:00 p.m. The facility is expected to employ approximately eight staff members, including a general manager, business manager, batting cage attendants, coaches, and instructors.

The anticipated maximum occupancy would be approximately 50 participants at any given time, with an average

daily occupancy of approximately 25 participants. Attendance is expected to increase during the winter months and during periods of inclement weather.

As summarized above, the proposed facility would include a retail “pro shop”, which the Industrial Zoning District limits any sales to 10% of the total floor area. The proposed floor plan complies with the Village Code regarding the maximum limit on retail sales.

Staff has included a condition that parties and gatherings shall be limited to participants, teams, and patrons of the facility and shall be clearly incidental and subordinate to the principal baseball and softball training use. Tournaments and similar competitive events/exhibitions shall not be permitted. This limitation ensures the use remains consistent with the applicant’s stated operations and prevents the facility from functioning as a general event venue that would not align with the intent of the zoning district.

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

**1. State why the Special Use is necessary or desirable to provide a service or a facility which is in the interest of public convenience or need and will contribute to the general welfare of the neighborhood or village.**

**Petitioner:** The proposed indoor baseball and softball training academy at 100 Chaddick Drive addresses a clear and growing demand for year-round athletic training facilities in the Wheeling area and surrounding communities. Due to seasonal weather limitations in northern Illinois, access to consistent, high-quality training space is limited for much of the year. This facility will provide a climate-controlled environment for youth and adult athletes to train safely and effectively. The use promotes physical health, youth development, and community engagement by offering structured programming, private instruction, and team training opportunities. It will serve local schools, park districts, and travel programs, complementing—not competing with—existing recreational resources. The property’s location within an established industrial corridor makes it particularly well-suited for this type of use. Indoor training facilities require large, open floor plans and high ceilings, which are characteristic of industrial buildings. By activating existing industrial space with a community-oriented use, the project contributes positively to the local economy and enhances the overall vitality of the area. The facility will also sell a variety of name brand baseball/softball gloves, bats, helmets, eyewear, apparel, travel packs, and training equipment. A significant portion of the space will be the D-BAT pro shop generating retail sales and providing sales tax to the Village.

**Staff:** The proposed special use for a recreational and instructional facility within the I-1 (Light Industrial and Office) and I-3 (General Industrial) Zoning Districts is desirable as such uses effectively utilize large, open floor areas suitable for indoor sports and other large-scale recreational activities and is compatible with typical I-1 and I-3 uses.

**2. State how the Special Use will not, under the circumstances of the particular case, be detrimental to the health, safety, morals or general welfare of the adjoining area or village and will not be injurious to property values or improvements in the vicinity.**

**Petitioner:** The proposed use will operate entirely within the enclosed building at 100 Chaddick Drive and will not produce noise, vibration, odors, or emissions that would impact neighboring properties. Any sound generated by training activities will be contained within the structure. The facility will comply with all applicable building, fire, and life-safety codes, including occupancy limits, emergency access, and fire suppression systems. Operations will be supervised by trained staff to ensure a safe environment for all participants. Traffic associated with the use will consist primarily of passenger vehicles with scheduled arrival and departure times, reducing the likelihood of congestion or unsafe conditions. No heavy industrial traffic or hazardous materials are associated with the use. The presence of a professionally operated indoor recreational facility is expected to maintain or enhance nearby property values by introducing a clean, well-maintained, and community-focused use within the industrial area.

**Staff:** The proposed use will occur entirely within an existing building and will not alter the character of the area.

**3. State how the establishment of the special use will not impede or interfere with the normal and orderly**

**development and improvement of surrounding property for uses permitted in the district.**

**Petitioner:** 100 Chaddick Drive is located within a predominantly industrial area characterized by warehouse, light manufacturing, and flex-space uses. The proposed indoor training facility is consistent with these surrounding uses in terms of building type, scale, and operational characteristics. The use does not require significant exterior modifications or site alterations and will not interfere with the development potential of adjacent properties. Because all activities occur indoors and the use has relatively low intensity compared to traditional industrial operations, it will integrate seamlessly into the existing development pattern. Additionally, adaptive reuse of industrial space for recreational purposes reflects a broader trend in land use that enhances flexibility and long-term viability of industrial districts without displacing permitted uses. Furthermore, the Village of Wheeling's Heritage Park Sports Complex is located just north of the premises, which provides potential synergistic opportunities between the two facilities.

**Staff:** The proposed use will occupy a developed property with convenient public access that will not impede the surrounding properties.

**4. State how the proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries and schools or the petitioner will provide adequately for such services.**

**Petitioner:** The property at 100 Chaddick Drive is fully served by existing public infrastructure, including roadways, water, sewer, stormwater management systems, and utilities designed to support industrial uses. The proposed training facility will place minimal demand on these services. Water and sewer usage will be limited to restrooms and minor ancillary uses, which are significantly less intensive than many permitted industrial uses. Police and fire protection services are readily available, and the facility will comply with all applicable safety codes, including fire alarms, sprinkler systems, and emergency access requirements. Refuse disposal will be handled through standard commercial services, with no hazardous waste generated. Overall, the use will not create any undue burden on municipal infrastructure or public safety services.

**Staff:** The proposed use will occur within an existing building that is currently served by public facilities. There are no proposed changes to the exterior of the building or site that would require additional public services.

**5. State how the proposed use or development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets. Parking areas and driveways shall be designed so as to prevent traffic hazards, eliminate nuisance and minimize traffic congestion in the public streets.**

**Petitioner:** The proposed use is not expected to generate significant traffic congestion. Activity at the facility will have staggered arrival and departure times throughout the day and evening. Most of the activity will occur M-F in the later afternoon and on weekends when are traffic and other industrial tenant uses are minimized. The industrial nature of the surrounding area—particularly along Chaddick Drive and connecting roadways—is designed to accommodate traffic volumes greater than those anticipated for this use. In fact, traffic generated by the facility is expected to be less intensive than many permitted industrial operations, which often include truck traffic and shift changes. Adequate off-street parking will be provided in accordance with Village requirements. Parking and site circulation will be designed to ensure safe vehicle movement, clear access points, and minimal conflict between vehicles and pedestrians. Furthermore, the main parking field will be closest to the main access points to the building which will reduce the distance from car to building access which is specifically in an area with no truck traffic. The site's location within an industrial corridor ensures that traffic will not be routed through residential neighborhoods.

**Staff:** The proposed use will be located within an existing development which shares parking with other tenants. Sufficient parking exists on site to service the proposed use.

**6. State how the proposed use will comply with the regulations and stipulations specified for such use.**

**Petitioner:** The proposed indoor training facility will comply with all applicable zoning, building, fire, and life-safety regulations established by the Village of Wheeling and other governing agencies. Interior improvements, including batting cages, turf areas, lighting, and safety netting, will be installed in accordance with code requirements. The facility will meet all occupancy, accessibility (ADA), and emergency safety standards. The applicant will obtain all necessary permits and approvals prior to occupancy and will work closely with Village staff throughout the review process to ensure compliance with any conditions associated

with the Special Use Permit. At this time, no deviations or exceptions are requested beyond the requirements for the Special Use Permit. The applicant is committed to full compliance with all applicable regulations and to operating the facility in a manner that reflects positively on the surrounding community.

**Staff:** The proposed use is consistent with the I-1 (Light Industrial and Office) and I-3 (General Industrial) Zoning Districts and the Comprehensive Land Use designation of Industrial.

### **STAFF REVIEW**

**Fire Department Review:** The Fire Department's comments have been incorporated into Staff's recommended action.

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

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

1. A minimum of one (1) employee shall be on-site at all times during the facility's hours of operation.
2. Parties and gatherings shall be limited to facility participants, teams, and patrons and shall be incidental to the principal use.
3. Tournaments and similar competitive events/exhibitions shall be prohibited.
4. All activities shall be conducted entirely within the indoor facility.
5. No refuse, garbage, or waste materials shall be stored outdoors unless screened within a code-compliant trash enclosure. Prior to construction of any trash/refuse enclosure, the petitioner shall obtain Site Plan approval from the Plan Commission and submit a permit application to the Community Development Department.
6. Prior to the issuance of a Certificate of Occupancy, the following items shall be completed:
  - a. Permits shall be obtained and plans submitted by an Illinois-licensed sprinkler contractor for review and approval of any required fire sprinkler system modifications.
  - b. Permits shall be obtained and plans submitted for review and approval for any required fire alarm system modifications.
7. A Wheeling Sign Permit shall be required prior to the installation of any exterior signage at the subject property, subject to the requirements of Title 21 - Signs.

\*\*\*\*\*

If the Plan Commission finds that the petitioner has satisfied the requirements for the granting of a special use for the operation of a recreational and instructional facility, the appropriate motion would be to:

**Recommend approval of Docket No. PSU26-0010**, granting Special Use approval to permit a recreational and instructional facility for D-BAT Baseball and Softball Academy, located at 100 Chaddick Drive, as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections, in accordance with the Petitioner's Project Description Letter received by the Village on 5/22/2026; Floor Plan received by the Village on 5/5/2026, and subject to the following conditions:

1. A minimum of one (1) employee shall be on-site at all times during the facility's hours of operation.
2. Parties and gatherings shall be limited to facility participants, teams, and patrons and shall be incidental to the principal use.
3. Tournaments and similar competitive events/exhibitions shall be prohibited.
4. All activities shall be conducted entirely within the indoor facility.
5. No refuse, garbage, or waste materials shall be stored outdoors unless screened within a code-compliant trash enclosure. Prior to construction of any trash/refuse enclosure, the petitioner shall obtain Site Plan approval from the Plan Commission and submit a permit application to the Community Development

Department.

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  - b. Permits shall be obtained and plans submitted for review and approval for any required fire alarm system modifications.
7. A Wheeling Sign Permit shall be required prior to the installation of any exterior signage at the subject property, subject to the requirements of Title 21 - Signs.

**ATTACHMENTS:**

Location and zoning maps (Staff)

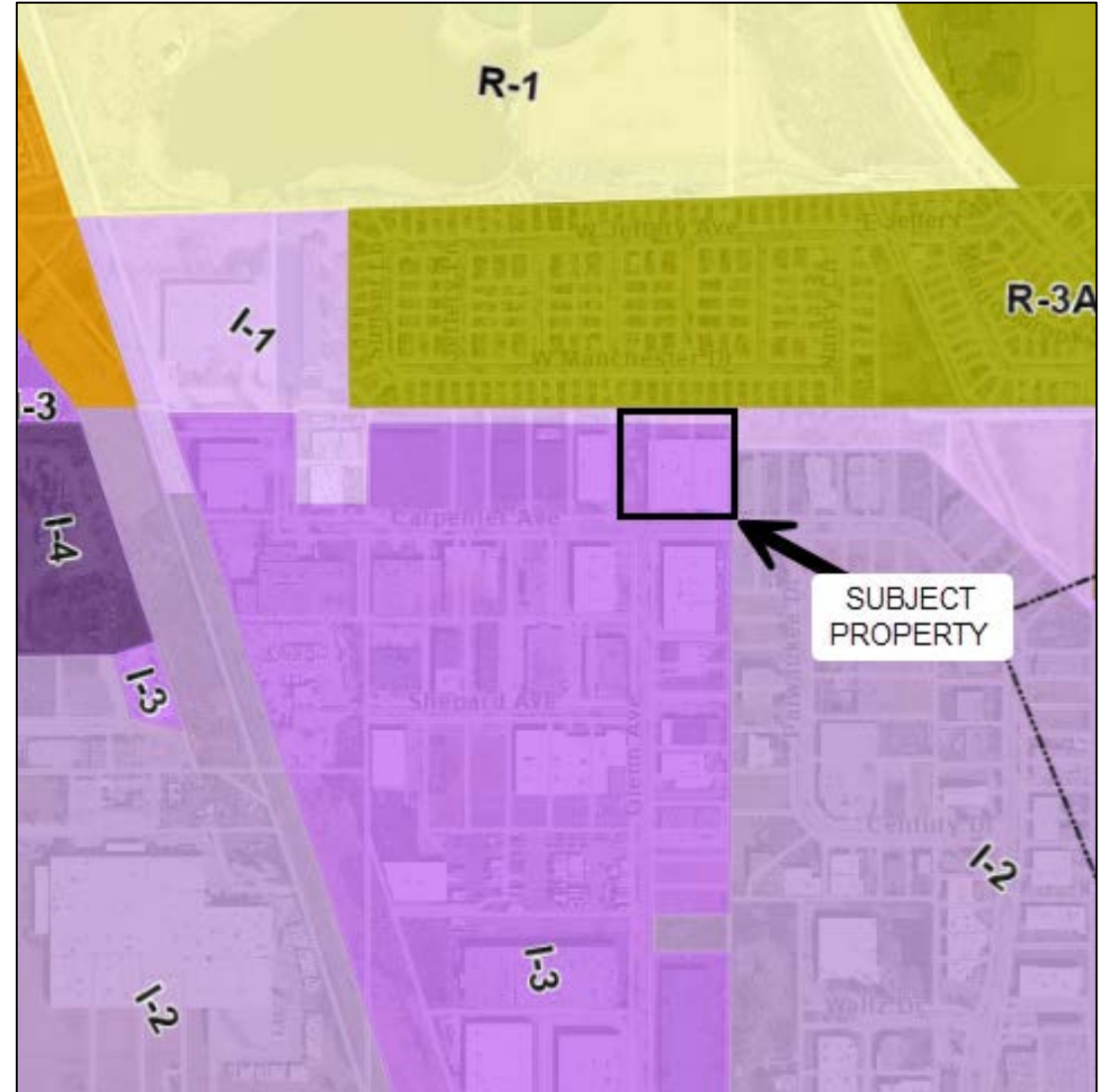
Petitioner's Project Description Letter received by the Village on 5/22/2026

Floor Plan received by the Village on 5/5/2026

Photographs of the Petitioner's existing D-Bat facility in Mokena



**LOCATION MAP**



**ZONING MAP**



**Photo of parking lot facing north from entrance.**



**Photo of main building entrance facing north from Chaddick Drive.**



**Photo of the dock on the east end of the building facing north from Chaddick Drive.**



# MOKENA, IL



9950

**D-BAT** Baseball & Softball Academy





DePaul Baseball & Softball Academy

9950



Rawlings  
**D-BAT**  
 AUTHENTIC MAJOR LEAGUE BASEBALL  
 D B C H K T M N S T W  
 C C H P P B W

**GARREY**

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 POWER TO THE PEOPLE  
 POWER TO THE PEOPLE

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Attitudes, &  
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**WARNING**  
Machines can throw balls at any time.  
Do NOT walk directly in front of machines.

**CAGE RULES**

OUR  
TORS

EXIT

YOU MUST WEAR  
YOUR MATH  
STRAIGHT  
IN MY HOUSE  
Thank your mom  
and dad when you  
have been  
today!



**CAGE RULES**

- 1. No hitting others or equipment
- 2. No hitting the back of the catcher
- 3. No hitting the back of the pitcher
- 4. No hitting the back of the batter
- 5. No hitting the back of the catcher

**D-BAT CAMPS & CLINICS**

More Than **50** HOLIDAYS SKILL Sign U

*Rawlings*



**TIGERS**



**Mokena Blaze**

**VIPERS**



**WARRIORS**



**WARRIORS**



**F**

BASEBALL

**WARRIORS**



**WARRIORS**



**FINDINGS OF FACT  
AND RECOMMENDATION**

To: Village President and Board of Trustees

From: Wheeling Plan Commission/Sign Code Board of Appeal

Date: June 24, 2026

Re: Docket No. PSU26-0010  
Request for a Special Use to Permit a Recreation and Instruction Facility for D-BAT Baseball and Softball Training Academy  
100 Chaddick Drive

Chairman Johnson called Docket No. PSU26-0010. Present were Commissioners Hyken, Johnson, Sprague and Smart. Commissioners Riles, Myer and Karl were absent with prior notice. Also present were Village Planner Marcy Knysz and Village Attorney James Ferolo.

Secretary Sprague reported that the applicant was seeking special-use approval for a recreational and instructional facility. He read the requirements for a special use permit.

Ms. Knysz reported that the application and submittal were part of the docket item, and that staff was supportive of the approval.

Trevor Haley, the applicant, stepped to the podium and was sworn in. He reported that he had worked in Major League Baseball for 20 years and had always wanted to open his own training facility. He knew the owners of D-BAT and was familiar with the franchise.

Joe Padorr, the real estate agent, discussed his support for the business. He stated that the Village of Wheeling was a great community and an ideal location due to the proximity of Heritage Park, the opportunity to provide indoor training, and the lack of nearby similar facilities. Trevor Haley discussed the draw of the Village of Wheeling's Heritage Park and noted that they also hoped to add value to it. Joe Padorr stated that they felt strongly because there was no quality indoor training nearby, and expected many people to come to the community. D-BAT had over 200 franchises, a successful record, and a blueprint for running them. Joe Padorr expressed confidence in the facility's success.

Commissioner Smart thanked the applicant for the project description letter that detailed what would be done. She asked how many employees were anticipated. Trevor Haley reported that there would be a general manager to run operations, an assistant manager, a lead instructor responsible for sourcing local baseball and softball employees, and between 7 and 10 instructors. The front desk was typically staffed by players as an off-season job and would likely have eight to 10 employees.

Commissioner Hyken thanked the applicant for coming to the Village of Wheeling. He asked whether any connections had been made with the Park District. Trevor Haley stated that he had not spoken directly with leadership but was in contact with someone who could help make those connections.

Commissioner Sprague asked whether there was a different capacity for the space being used within the building relative to the whole building. Joe Padorr reported that they worked closely with the owners, and floor-to-deck drywall would be added to physically separate the space. Most

parking would be available, since the other business was closed during most of D-BAT's operations. The other business also did not use more than half of the 108 parking spots, so there would be sufficient parking. Most of the parents would also drop off their children. Commissioner Sprague asked about the specific capacity for the section of D-BAT. Joe Padorr stated that he was not sure of the exact capacities, but it was unexpected that it would pose an issue for parking.

Chairman Johnson asked if the goal was to have the operation look similar to Mokena. Trevor Haley confirmed that it was the goal, and that the layout was similar across all locations.

Ms. Knysz read the proposed conditions:

1. A minimum of one (1) employee shall be on-site at all times during the facility's hours of operation.
2. Parties and gatherings shall be limited to facility participants, teams, and patrons and shall be incidental to the principal use.
3. Tournaments and similar competitive events/exhibitions shall be prohibited.
4. All activities shall be conducted entirely within the indoor facility.
5. No refuse, garbage, or waste materials shall be stored outdoors unless screened within a code-compliant trash enclosure. Prior to construction of any trash/refuse enclosure, the petitioner shall obtain Site Plan approval from the Plan Commission and submit a permit application to the Community Development Department.
6. Prior to the issuance of a Certificate of Occupancy, the following items shall be completed:
  - a. Permits shall be obtained and plans submitted by an Illinois-licensed sprinkler contractor for review and approval of any required fire sprinkler system modifications.
  - b. Permits shall be obtained and plans submitted for review and approval for any required fire alarm system modifications.
7. A Wheeling Sign Permit shall be required prior to the installation of any exterior signage at the subject property, subject to the requirements of Title 21 - Signs.

The Commissioners had no further questions.

**MOTION:** Commissioner Hyken moved, seconded by Commissioner Smart to approve Docket No. PSU26-0010, granting Special Use approval to permit a recreational and instructional facility for D-BAT Baseball and Softball Academy, located at 100 Chaddick Drive, as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections, in accordance with the Petitioner's Project Description Letter received by the Village on 5/22/2026; Floor Plan received by the Village on 5/5/2026, and subject to the following conditions:

1. A minimum of one (1) employee shall be on-site at all times during the facility's hours of operation.

**Findings of Fact and Recommendation**

**DOCKET NO. PSU26-0010**

2. Parties and gatherings shall be limited to facility participants, teams, and patrons and shall be incidental to the principal use.
3. Tournaments and similar competitive events/exhibitions shall be prohibited.
4. All activities shall be conducted entirely within the indoor facility.
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7. A Wheeling Sign Permit shall be required prior to the installation of any exterior signage at the subject property, subject to the requirements of Title 21 - Signs.

On the roll call, the vote was as follows:

AYES: Commissioners Hyken, Johnson, Smart, Sprague  
NAYS: None  
ABSENT: Myer, Riles, Karl  
ABSTAIN: None

There being four affirmative votes, the motion was approved.

Mr. Knysz noted that the applicant would attend the Village Board meeting on July 6, 2026.

**MOTION:** Commissioner Smart moved, seconded by Commissioner Hyken , to approve closing Docket No. PSU26-0010.

On the roll call, the vote was as follows:

AYES: Commissioners Hyken, Johnson, Smart, Sprague  
NAYS: None  
ABSENT: Myer, Riles, Karl  
ABSTAIN: None

There being four affirmative votes, the motion was approved.

**NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Plan Commission of the Village of Wheeling will hold a public hearing on June 24, 2026 at 6:30 p.m. in the Board Room of the Wheeling Village Hall located at 2 Community Boulevard, Wheeling, Illinois, to act on a petition by Trevor Haley (2000 Ovaltine Court, Unit 104, Village Park, IL 60181), lessee, seeking Special Use approval to permit the operation of a recreational and instructional facility for D-Bat Baseball and Softball Training Academy located at 100 Chaddick Drive, zoned I-1 (Light Industrial and Office) and I-3 (General Industrial), as required in Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections.

All interested persons are invited to attend and be heard.  
Docket No. PSU26-0010  
Published in Daily Herald June 9, 2026 (334023)

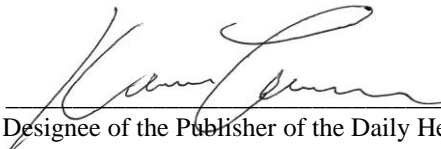
**CERTIFICATE OF PUBLICATION**

**Paddock Publications, Inc.**

**Northwest Suburbs  
Daily Herald**

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **Northwest Suburbs DAILY HERALD**. That said **Northwest Suburbs DAILY HERALD** is a secular newspaper, published in Arlington Heights, Cook County, State of Illinois, and has been in general circulation daily throughout Cook County, continuously for more than 50 weeks prior to the first Publication of the attached notice, and a newspaper as defined by 715 ILCS 5/5.

I further certify that the **Northwest Suburbs DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 06/09/2026 in said **Northwest Suburbs DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY   
Designee of the Publisher of the Daily Herald

Control # 334023





## MEMORANDUM

**DATE:** July 6, 2026  
**FROM:** Ross Klicker, Community Development Director  
**SUBJECT:** Resolution Approving the Plat of Consolidation of Wheeling Office Center Prepared by IG Consulting, Inc. (300 Marquardt Drive) [Docket No. PSUBFP26-0003]  
**DOLLAR AMOUNT:** N/A  
**BUDGETED:** No  
**BUDGET SOURCE:** N/A  
**RECOMMENDED ACTION:** Approve  
**STRATEGIC PLAN THEME:** Economic Development

### EXECUTIVE SUMMARY

Summit Construction & Development Group, PLLC, on behalf of the property owner, seeks approval of a Final Plat of Subdivision to consolidate three existing parcels, all owned by 300 Marquardt Drive, LLC, into a single parcel at 300 Marquardt Drive. All three parcels are zoned I-3 (General Industrial) and will retain this zoning after consolidation.

### MEMO

At its June 10, 2026 meeting, the Plan Commission granted the petitioner minor site plan and building appearance approval (Docket No. PSPMIN24-0014) for proposed site improvements, including the expansion of the rear parking area, construction of a new trash enclosure, and associated landscaping. Although the subject property is developed and functions as a single site, it is comprised of three individual parcels. As a condition of minor site plan and building appearance approval, the petitioner must consolidate the parcels into a single lot to bring the property into compliance with the Village's zoning regulations.

The proposed Final Plat of Subdivision will consolidate the three existing parcels into one parcel. The overall boundary of the subject property will remain unchanged, and no new public or private easements are proposed as part of the consolidation.

All components of the Plat of Consolidation of Wheeling Office Center prepared by IG Consulting, Inc., last revised 1/7/2026, comply with Village codes.

### Community Development Director's Review and Recommendation

A resolution approving the Plat of Consolidation for Wheeling Office Center, prepared by IG Consulting, Inc., is attached for the Village Board's consideration.

### Attachments

Resolution – Final Plat Approval [Docket No. PSUBFP26-0003]  
Exhibit: Plat of Consolidation of Wheeling Office Center prepared by IG Consulting, Inc.

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

RESOLUTION APPROVING THE PLAT OF CONSOLIDATION OF WHEELING OFFICE CENTER PREPARED BY IG CONSULTING, INC. (300 MARQUARDT DRIVE)

WHEREAS, Summit Construction & Development Group, PLLC, on behalf of the owner of the property at 300 Marquardt Drive, has submitted a final plat of subdivision known as the Plat of Consolidation of Wheeling Office Center prepared by Kevin C. Lewis of IG Consulting, Inc., Illinois Land Surveyor No. 3681, last revised 1/7/2026, on behalf of Summit Construction & Development Group, PLLC, for the property located at 300 Marquardt Drive, Wheeling, Illinois:

LEGAL DESCRIPTION:

LOT 35, 36, AND 37 IN WHEELING CENTER FOR INDUSTRY, UNIT NO. 3, BEING A SUBDIVISION IN THE NORTH EAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 4, 1977 AS DOCUMENT 23875151 AND REGISTERED WITH THE COOK COUNTY REGISTRAR OF TITLES ON APRIL 4, 1977 AS DOCUMENT LR2929947, IN COOK COUNTY, ILLINOIS.

WHEREAS, the Director of Community Development has received the final plat of subdivision known as the Plat of Consolidation of Wheeling Office Center prepared by Kevin C. Lewis of IG Consulting, Inc., last revised 1/7/2026, attached hereto as EXHIBIT A, and finds that it complies with the requirements of Title 17, Planning, Subdivisions and Developments, of the Wheeling Municipal Code;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the President and Board of Trustees hereby authorize and direct the Village President, Village Clerk, and any other necessary Village officials or their designees to sign the attached Final Plat.

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

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

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

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

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

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

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

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

ADOPTED this 6th day of July 2026, by the President and Board of Trustees of the Village of Wheeling, Illinois.

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

ATTEST:

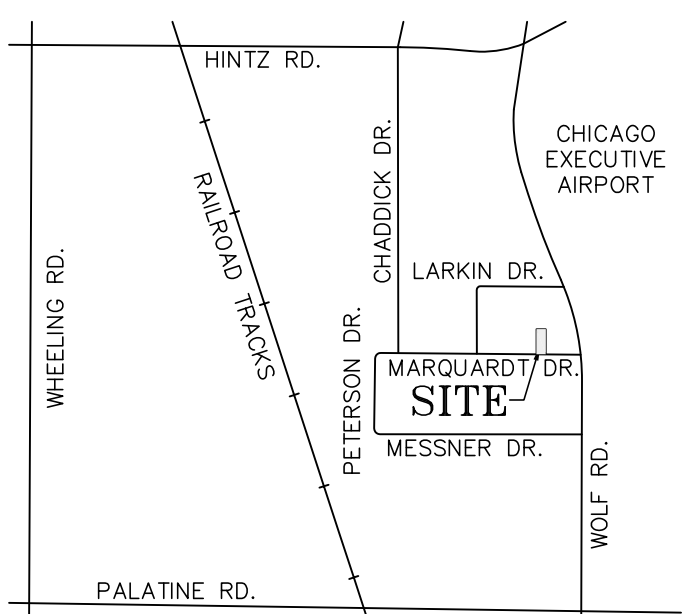
\_\_\_\_\_  
Kathryn M. Brady, Village Clerk

**Exhibit A (Attached)**

Plat of Consolidation of Wheeling Office Center prepared by Kevin C. Lewis of IG Consulting, Inc., last revised 1/7/2026

# PLAT OF CONSOLIDATION OF WHEELING OFFICE CENTER

BEING A CONSOLIDATION OF LOTS 35, 36 AND 37 IN WHEELING CENTER FOR INDUSTRY UNIT NO. 3, IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



VICINITY MAP:  
NOT TO SCALE

PRESIDENT AND BOARD OF TRUSTEES CERTIFICATE

STATE OF ILLINOIS }  
COUNTY OF COOK } S.S.

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COOK AND LAKE COUNTIES, ILLINOIS, THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2026.

VILLAGE PRESIDENT \_\_\_\_\_

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

VILLAGE ENGINEER CERTIFICATE

STATE OF ILLINOIS }  
COUNTY OF COOK } S.S.

APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF WHEELING, COOK AND LAKE COUNTIES, ILLINOIS, DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2026.

VILLAGE ENGINEER \_\_\_\_\_

VILLAGE COLLECTOR CERTIFICATE

STATE OF ILLINOIS }  
COUNTY OF COOK } S.S.

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

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2026.

VILLAGE COLLECTOR \_\_\_\_\_

COOK COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS }  
COUNTY OF COOK } S.S.

I, \_\_\_\_\_, COUNTY CLERK OF COOK COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE DESCRIBED PROPERTY. I FURTHER CERTIFY THAT I HAVE ALL STATUTORY FEES IN CONNECTION WITH THE PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY OF COOK, ILLINOIS,

THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2026.

COUNTY CLERK \_\_\_\_\_

OWNER'S CERTIFICATE

STATE OF ILLINOIS }  
COUNTY OF COOK } S.S.

THIS IS TO CERTIFY THAT 300 MARQ DR LLC, IS THE OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT, AND THAT IT HAS CAUSED THE SAME TO BE SURVEYED AND CONSOLIDATED AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

THIS IS TO FURTHER CERTIFY THAT 300 MARQ DR LLC, HAS DETERMINED, TO THE BEST OF ITS KNOWLEDGE, THAT CONSOLIDATION DEPICTED ON THE ANNEXED PLAT LIES IN THE FOLLOWING SCHOOL DISTRICT:

ELEMENTARY SCHOOL DISTRICT 21 HIGH SCHOOL DISTRICT 214

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2026.

WHEELING OFFICE CENTER

BY: \_\_\_\_\_  
ITS MANAGER

NOTARY PUBLIC CERTIFICATE

STATE OF ILLINOIS }  
COUNTY OF COOK } S.S.

I, \_\_\_\_\_, A NOTARY PUBLIC, DO HEREBY CERTIFY THAT \_\_\_\_\_, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THIS STATEMENT AS HIS FREE AND VOLUNTARY ACT.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2026.

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

PERMISSION TO RECORD CERTIFICATE

STATE OF ILLINOIS }  
COUNTY OF COOK } S.S.

I, Kevin C. Lewis, an Illinois Professional Land Surveyor No. 3681, do hereby grant permission to the Village of Wheeling to record this plat and provide surveyor a copy of same.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2026.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3681  
LICENSE EXPIRES NOVEMBER 30, 2024

SURVEYOR CERTIFICATE

STATE OF ILLINOIS }  
COUNTY OF COOK } S.S.

THIS IS TO CERTIFY THAT I, KEVIN C. LEWIS, AN ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 3681, HAVE SURVEYED AND CONSOLIDATED THE FOLLOWING DESCRIBED PROPERTY:

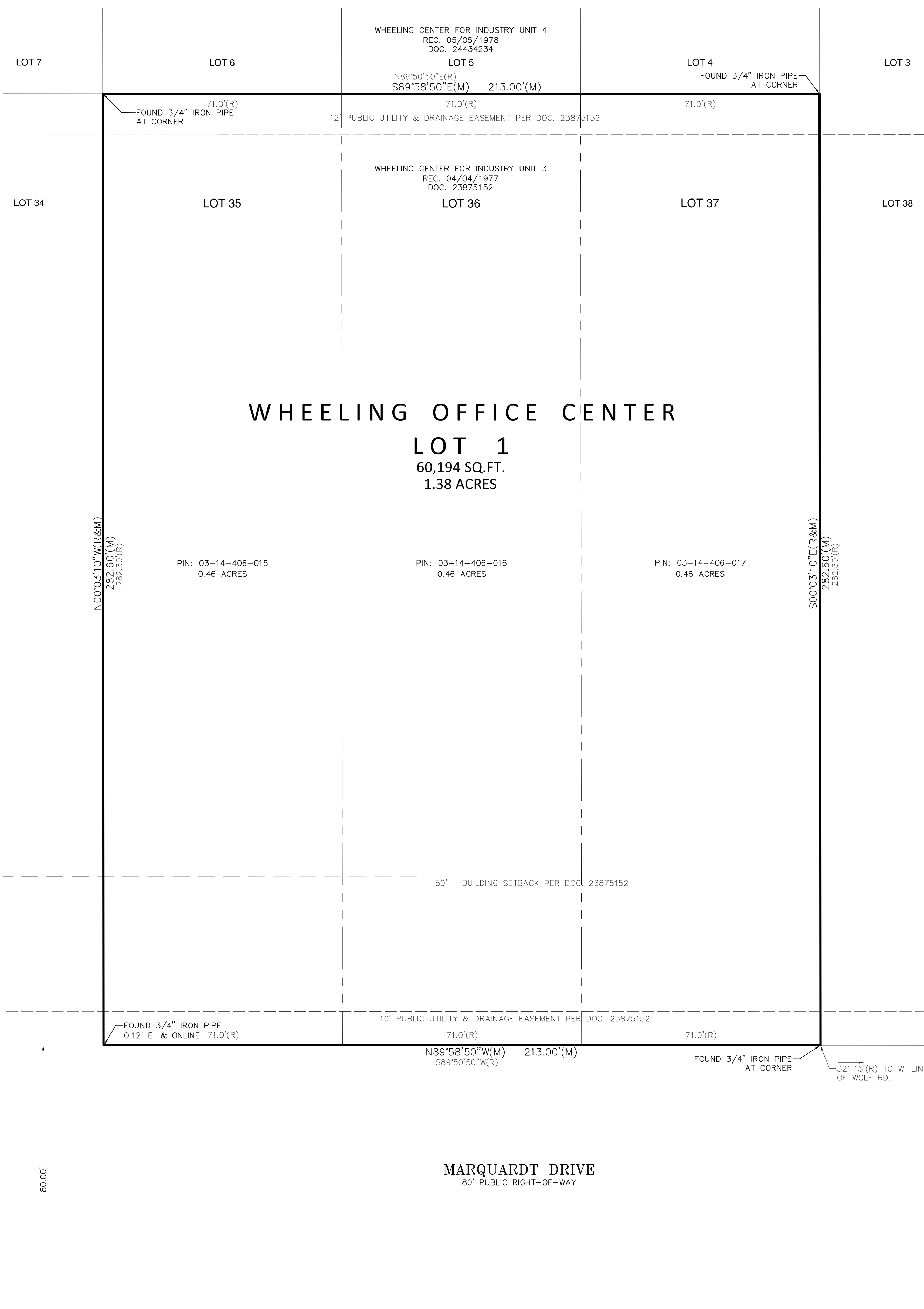
LOT 35, 36, AND 37 IN WHEELING CENTER FOR INDUSTRY, UNIT NO. 3, BEING A SUBDIVISION IN THE NORTH EAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 4, 1977 AS DOCUMENT 23875151 AND REGISTERED WITH THE COOK COUNTY REGISTER OF TITLES ON APRIL 4, 1977 AS DOCUMENT LR2929947, IN COOK COUNTY, ILLINOIS.

I ALSO CERTIFY THAT THE PROPERTY IS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF WHEELING, WHICH HAS ADOPTED AN OFFICIAL COMPREHENSIVE PLAN.

I FURTHER CERTIFY THAT BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY, THE LOTS INCLUDED IN THIS CONSOLIDATION ARE LOCATED IN THE "UNSHADED ZONE X" PER FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP 17031-C-0206-J, EFFECTIVE DATE OF AUGUST 19, 2008.

GIVEN UNDER MY HAND AND SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2026.

BY: \_\_\_\_\_  
KEVIN C. LEWIS  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3681  
LICENSE EXPIRES NOVEMBER 30, 2026



SURVEYOR'S NOTES:

BASIS OF BEARINGS IS STATE PLANE COORDINATE SYSTEM ILLINOIS EAST.

(R) & (M) ARE RECORD AND MEASURED RESPECTIVELY.

ONLY THOSE BUILDING LINE RESTRICTIONS OR EASEMENTS SHOWN ON A RECORDED SUBDIVISION PLAT ARE SHOWN HEREON UNLESS THE DESCRIPTIONS ORDERED TO BE SURVEYED CONTAINS A PROPER DESCRIPTION OF THE REQUIRED BUILDING LINES OR EASEMENTS.

ALL DISTANCES IN FEET AND DECIMAL PARTS THEREOF. NO DIMENSIONS TO BE ASSUMED FROM SCALING.

COMPARE YOUR DESCRIPTION AND SITE MARKINGS WITH THIS PLAT AND AT ONCE REPORT ANY DISCREPANCIES WHICH YOU MAY FIND.

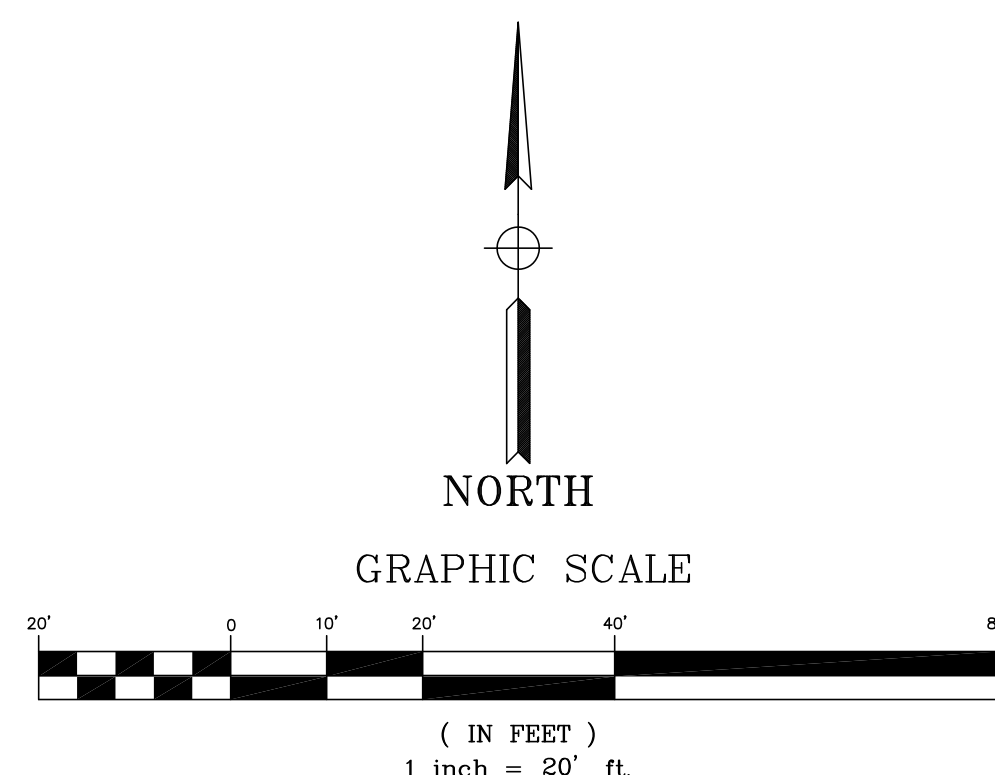
REVISED JANUARY 7TH, 2026

PROJECT NUMBER  
20907

PLAT OF CONSOLIDATION  
OFFICE BUILDING  
300 MARQUARDT DRIVE  
WHEELING, ILLINOIS

**IG CONSULTING, INC.**  
CONSULTING CIVIL ENGINEERS & LAND SURVEYORS  
300 MARQUARDT DRIVE WHEELING, ILLINOIS 60090 PH. (847) 215-1133 | FAX (847) 215-1177  
1129 MAIN STREET UNION GROVE, WISCONSIN 53182 PH. (262) 878-6200 | ig@igconsulting.net

PREPARED FOR:	300 MARQ DR LLC	SCALE:	1" = 20'
FIELD CREW:	C.W.	FIELD WORK:	09/09/2024
DRAFTED BY:	C.W.	CHECKED BY:	J.H.





## MEMORANDUM

**DATE:** July 6, 2026  
**FROM:** Ross Klicker, Community Development Director  
**SUBJECT:** Ordinance Approving a Plat of Vacation of Plant Road, 1020 S. Plant Road (Chicago Executive Airport) [Docket No. PSUBFP25-0006]  
**DOLLAR AMOUNT:** N/A  
**BUDGETED:** No  
**BUDGET SOURCE:** N/A  
**RECOMMENDED ACTION:** Approve  
**STRATEGIC PLAN THEME:** Economic Development

### EXECUTIVE SUMMARY

Chicago Executive Airport is requesting Village approval of a Plat of Vacation in order to vacate the Plant Road right-of-way at the terminus of Industrial Lane.

### MEMO

Chicago Executive Airport (CEA) has requested approval of a Plat of vacation of a portion of Plant Road, a dedicated right-of-way located along the eastern boundary of the CEA property. Although there is a "Plant Road" that connects the CEA Administration and Maintenance Building (1020 Plant Road) to Sumac Road, the roadway is not located within the dedicated right-of-way of Plant Road. The requested vacation will remove the dedicated right-of-way that has historically been used as on-street parking (north of Industrial Lane) and an unimproved parkway (south of Industrial Lane). Upon vacation, the right-of-way will be distributed to the adjacent properties.

Since the CEA Administration and Maintenance Building is accessed through a portion of Plant Road, as part of the proposed vacation, an approximately 33- by 66-foot portion of the vacated right-of-way will be dedicated to the Village of Wheeling to serve as an extension of Industrial Lane (Docket No. PSUBFP26-0002). This dedication will provide the necessary public access to the CEA Administration and Maintenance Building. The Village is not seeking compensation for the proposed vacation. The Village Board will be asked to approve this dedication by a separate ordinance.

### Community Development Director's Review and Recommendation

An ordinance is attached for the Board's consideration that would allow for approval of the Vacation Plat of Plant Road prepared by CMT, dated June 2026.

### Attachments

Location Map

Ordinance

Exhibit: Vacation Plat of Plant Road prepared by CMT, dated June 2026

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

**ORDINANCE APPROVING A PLAT OF VACATION OF PLANT ROAD,  
1020 S. PLANT ROAD (CHICAGO EXECUTIVE AIRPORT)**

**WHEREAS**, the Village of Wheeling (the "Village") is a home rule municipality, having all of the powers and authority granted to such municipalities pursuant to Article VII, Section 6 of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, the Illinois Municipal Code allows and provides that the corporate authorities of each municipality in Illinois may vacate streets, alleys, and avenues (65 ILCS 5/11-61-2); and

**WHEREAS**, Section 11-91-1 of Division 91 ("Vacating of Streets and Alleys," hereinafter referred to as the "Act") of the Illinois Municipal Code requires that whenever the corporate authorities determine that it is in the public interest to vacate a street, or part thereof, within an incorporated area, they may vacate the street, or part thereof, by an ordinance (65 ILCS 5/11-91-1); and

**WHEREAS**, the Act further requires that the ordinance vacating the street, or part thereof, must contain a legal description or permanent index number of the particular parcel of property acquiring title to the vacated property which ownership is determined by Section 11-91-2 of the Act (65 ILCS 5/11-91-1); and

**WHEREAS**, the Act further provides that if there are any public service facilities located in such street, or part of a street, to be vacated, the vacation ordinance shall also reserve to the municipality or to the public utility that owns the public service facilities, such property, right-of-way, and easements as, in the judgment of the corporate authorities, are necessary or desirable for continuing public service by means of those facilities and for the maintenance, renewal, and reconstruction thereof (65 ILCS 5/11-91-1); and

**WHEREAS**, the Act further provides that the determination of the corporate authorities that the nature and extent of the public use or public interest to be subserved is such as to warrant the vacation of said street, or part thereof, shall be conclusive, and the passage of a vacation ordinance to provide for the same is sufficient evidence of that determination (65 ILCS 11-91-1); and

**WHEREAS**, Chicago Executive Airport has requested that a portion of the public right-of-way commonly known as Plant Road be vacated so that Chicago Executive Airport can properly own and maintain the area as its own; and

**WHEREAS**, the Board of Trustees of the Village of Wheeling, Illinois (the "Village") has found and determined that the public interest will be served by the vacation of portions of the dedicated public right-of-way known as Plant Road (herein "Street To Be Vacated"), legally described below and shown on the plat attached hereto and made a part hereof as **EXHIBIT A**, entitled "Vacation Plat of Plant Road," and with legal title to the vacated property vesting entirely

within the Village of Wheeling, for the reason that the vacation will facilitate the future development of Chicago Executive Airport, and said vacation will also relieve the Village from the burden and responsibility of maintaining that portion of the right-of-way to be vacated in the future as public right of way; and

**WHEREAS**, the Village of Wheeling will retain easement rights in the subject area, as shown in **EXHIBIT A** attached hereto and made part hereof, for the purpose of maintaining public utilities;

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COOK AND LAKE COUNTIES, ILLINOIS**, in the exercise of its home rule powers, as follows:

**SECTION ONE:** The recitals contained above in the preamble of this Ordinance are hereby incorporated herein by reference, the same as if set forth in this Section of this Ordinance verbatim, as findings of the Board of Trustees of the Village of Wheeling, Illinois.

**SECTION TWO:** The Village hereby vacates the **Street To Be Vacated** as shown on the Plat attached hereto and made a part hereof as **EXHIBIT A** and legally described as:

PART OF THE NORTHWEST QUARTER OF SECTION 13 IN TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, WITH SAID PART BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 4 OF ERNEST STAVROS SUBDIVISION UNIT NO. 2 AS RECORDED SEPTEMBER 14, 1960 IN DOCUMENT NO. 1942296; THENCE SOUTH 00 DEGREES 12 MINUTES 04 SECONDS EAST ALONG THE WEST LINE AND EXTENSION THEREOF OF SAID LOT 4, 528.18 FEET TO THE SOUTH LINE OF SAID SUBDIVISION BEING THE SOUTHWEST CORNER OF LOT 5 OF SAID SUBDIVISION; THENCE NORTH 89 DEGREES 08 MINUTES 55 SECONDS WEST ALONG SAID SOUTH LINE, 33.01 FEET TO THE WEST LINE OF SAID SUBDIVISION; THENCE NORTH 00 DEGREES 12 MINUTES 04 SECONDS WEST ALONG SAID WEST LINE, 528.18 FEET TO THE NORTH LINE OF SAID SUBDIVISION; THENCE SOUTH 89 DEGREES 08 MINUTES 55 SECONDS EAST ALONG SAID NORTH LINE, 33.01 FEET TO THE POINT OF BEGINNING, CONTAINING 0.400 ACRES, MORE OR LESS.

AREA OF PROPERTY = 0.400 Acres

**SECTION THREE:** Chicago Executive Airport is the Owner and title holder of record of the parcels of property adjacent to and to the east of the Street To Be Vacated, which properties ("Abutting Properties") are legally described as:

**1. Lot 4**

Lot 4 in Ernest Stavros Subdivision Unit No. 2, being a subdivision of part of Section 13, Township 42 North, Range 11 East of the Third Principal Meridian, according to plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on September 14, 1960, as document no. 1942296.

Also

The West 40 feet of Lot 3 in Ernest Stavros Subdivision Unit No. 2, a subdivision of part of Section 13, Township 42 North, Range 11 East of the Third Principal Meridian, according to plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on September 14, 1960, as document no. 1942296.

Common Address: 204 Industrial Lane, Wheeling, IL 60090

P.I.N.: 03-13-101-031-0000

**2. Lot 5**

Lot 5 (Except the East 80 feet thereof) in Ernest Stavros Subdivision Unit No. 2, being a subdivision of part of Section 13, Township 42 North, Range 11 East of the Third Principal Meridian, according to plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on September 14, 1960, as document no. 1942296, in Cook County, Illinois.

Common Address: 201 Industrial Lane, Wheeling, IL 60090

P.I.N.: 03-13-101-021-0000

**SECTION FOUR:** In accordance with §5/11-91-1 of Chapter 65 of the Illinois Compiled Statutes, upon the recording of a certified copy of this ordinance and the Plat of Vacation, attached hereto as **EXHIBIT A**, legal title to Street To Be Vacated shall vest with the Owner of the Abutting Properties legally described in Section 3 above.

**SECTION FIVE:** The President and the Board of Trustees of the Village of Wheeling hereby approve and authorize the execution of a final version of the attached Plat of Vacation (**Exhibit "A"**) by the Village President, the Village Clerk, the Village Manager and/or the Village Attorney, or their designees. The Village Manager is authorized to approve minor revisions to the Plat, to the legal description, or to other aspects of the vacation prior to finalization and recording as necessary.

**SECTION SIX:** Upon the Village's determination that all conditions stated in this Ordinance have been met, the Village Engineer is hereby directed to cause this Ordinance to be properly recorded with the Cook County Recorder of Deeds.

**SECTION SEVEN:** This Ordinance shall be in full force and effect from and after its passage by a three-fourths (3/4ths) vote of the Trustees holding office, and approval, as required by law.

**SECTION EIGHT:** The Village Clerk of the Village of Wheeling shall be and is directed hereby to publish this Ordinance in pamphlet form.

Trustee \_\_\_\_\_ moved, seconded by Trustee \_\_\_\_\_,  
that Ordinance No. \_\_\_\_\_ be passed, this 6<sup>th</sup> day of July, 2026.

President Horcher

Trustee Krueger

Trustee Lang

Trustee Papantos

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Trustee Ruffatto

Trustee Vito

Trustee Vogel

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**APPROVED** this 6th day of July 2026, by the President and Board of Trustees of the  
Village of Wheeling, Illinois.

**ATTEST:**

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

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

APPROVED AS TO FORM ONLY:

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

**PUBLISHED** in pamphlet form this 7<sup>th</sup> day of July, 2026, by order of the Corporate  
Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

**EXHIBIT A**

Plat of Vacation of Plant Road prepared by CMT, dated June 2026



**MAIL PLAT TO: VILLAGE OF WHEELING  
2 COMMUNITY BLVD  
WHEELING, ILLINOIS 60090**

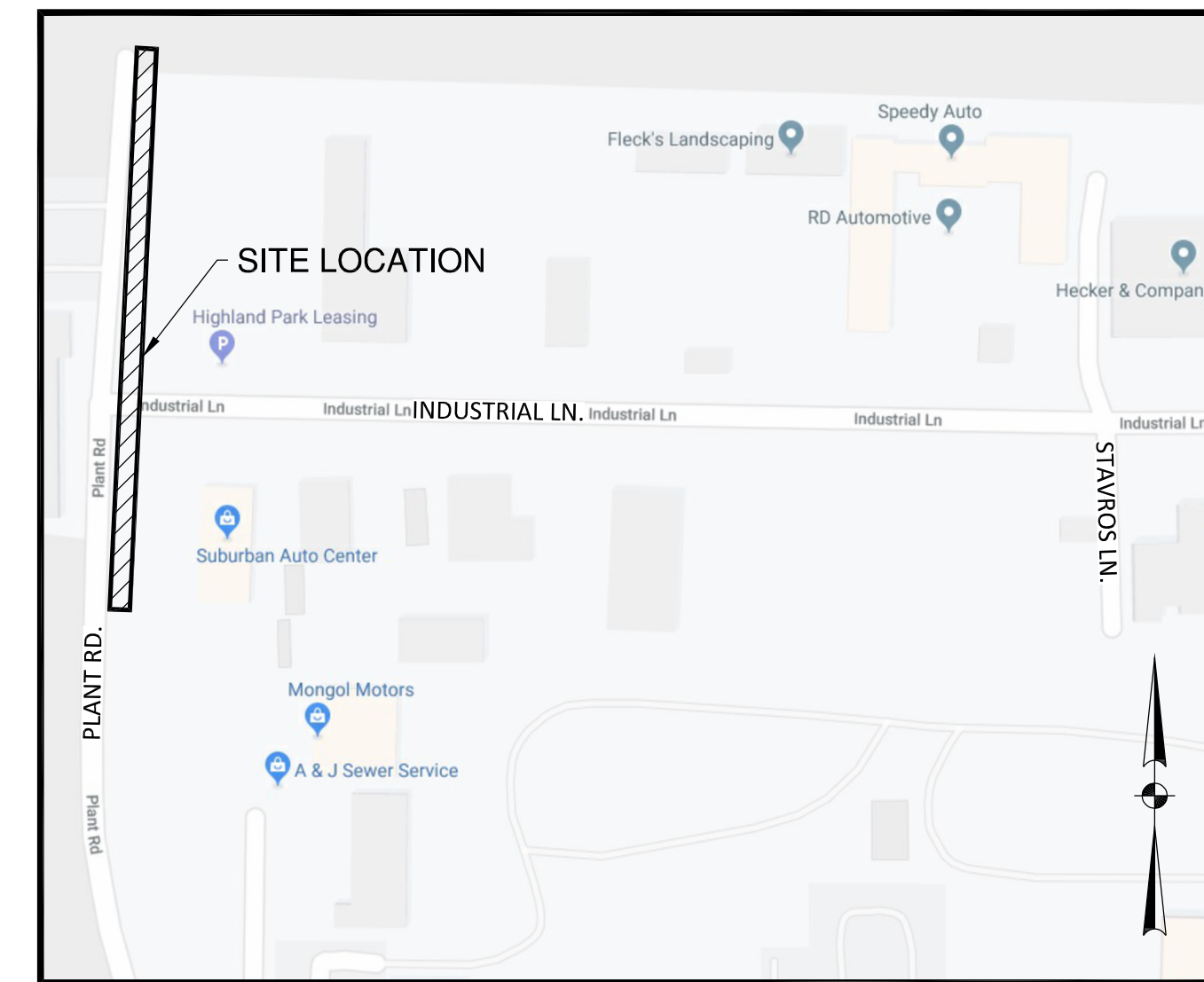
**VACATION PLAT OF PLANT ROAD**

PART OF THE NORTHWEST QUARTER OF SECTION 13  
IN TOWNSHIP 42 NORTH, RANGE 11 EAST OF  
THE THIRD PRINCIPAL MERIDIAN,  
COOK COUNTY, ILLINOIS

**VACATION LEGAL DESCRIPTION FOR PLANT ROAD AS SHOWN ON ERNEST STAVROS SUBDIVISION UNIT NO. 2**

PART OF THE NORTHWEST QUARTER OF SECTION 13 IN TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, WITH SAID PART BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 4 OF ERNEST STAVROS SUBDIVISION UNIT NO. 2 AS RECORDED SEPTEMBER 14, 1960 IN DOCUMENT NO. 1942296; THENCE SOUTH 00 DEGREES 12 MINUTES 04 SECONDS EAST ALONG THE WEST LINE AND EXTENSION THEREOF OF SAID LOT 4, 528.18 FEET TO THE SOUTH LINE OF SAID SUBDIVISION BEING THE SOUTHWEST CORNER OF LOT 5 OF SAID SUBDIVISION; THENCE NORTH 89 DEGREES 08 MINUTES 55 SECONDS WEST ALONG SAID SOUTH LINE, 33.01 FEET TO THE WEST LINE OF SAID SUBDIVISION; THENCE NORTH 00 DEGREES 12 MINUTES 04 SECONDS WEST ALONG SAID WEST LINE, 528.18 FEET TO THE NORTH LINE OF SAID SUBDIVISION; THENCE SOUTH 89 DEGREES 08 MINUTES 55 SECONDS EAST ALONG SAID NORTH LINE, 33.01 FEET TO THE POINT OF BEGINNING, CONTAINING 0.400 ACRES, MORE OR LESS.



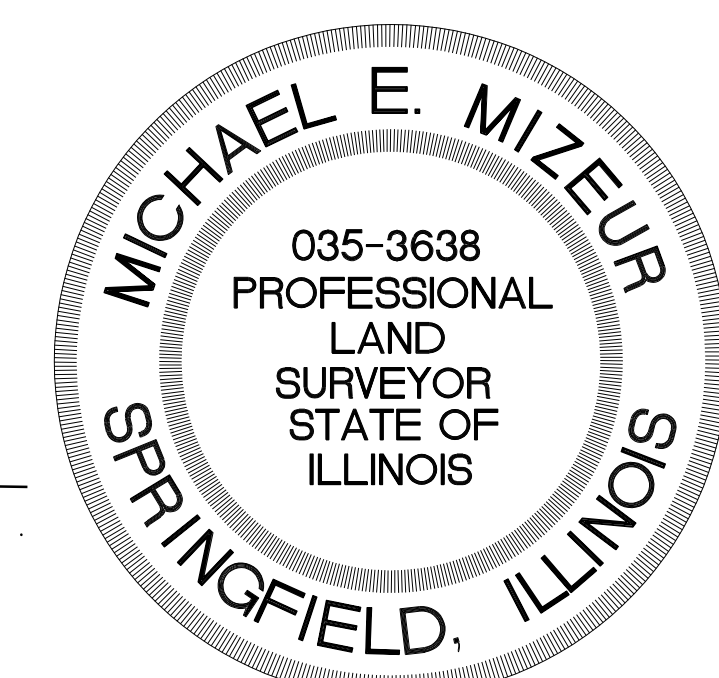
LOCATION MAP

AREA SUMMARY TABLE

OWNER: CHICAGO EXECUTIVE AIRPORT  
TOTAL AREA TO BE VACATED: 0.400 ACRES±  
AREA TO BE SUBSUMED BY CITY OF PROSPECT HEIGHTS / VILLAGE OF WHEELING: 0.400 ACRES±  
FUTURE AREA TO BE RETAINED BY CITY OF PROSPECT HEIGHTS / VILLAGE OF WHEELING: 0.350 ACRES±  
FUTURE AREA TO BE DEDICATED TO VILLAGE OF WHEELING FOR INDUSTRIAL LANE: 0.050 ACRES±

LEGEND

- EXISTING RIGHT-OF-WAY LINE
- PROPERTY LINE (DEED)
- RECORD PLAT/DEED LINE
- SAME OWNERSHIP
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- EXISTING FENCE LINE
- 123.45' MEASURED DIMENSION
- (123.45') RECORD DIMENSION
- FOUND IRON PIPE
- FOUND IRON ROD
- ⊗ FOUND CROSS CUT
- ▨ AREA TO BE VACATED
- W WATER MAIN
- G GAS MAIN
- UGE UNDERGROUND POWER LINE
- UGE UNDERGROUND POWER LINE
- FO UNDERGROUND FIBER OPTIC
- G UNDERGROUND GAS LINE
- T UNDERGROUND COMMUNICATIONS
- ⊕ VALVE VAULT
- ⊕ HANDHOLE
- ⊕ SANITARY MANHOLE
- ⊕ CATCH BASIN
- ⊕ FIRE HYDRANT
- ⊕ WW WATER VALVE



THIS IS TO CERTIFY THAT THE ACCOMPANYING PLAT CORRECTLY REPRESENTS THE RESULTS OF A SURVEY FOR THE VACATION OF PLANT ROAD AS SHOWN ON ERNEST STAVROS SUBDIVISION UNIT NO. 2 MADE UNDER MY DIRECTION AND THIS PROFESSIONAL SERVICE CONFORMS TO THE ILLINOIS MINIMUM STANDARDS.

*Michael E. Mizeur* 06/02/2026

MICHAEL E. MIZEUR  
ILLINOIS PROFESSIONAL  
LAND SURVEYOR NO. 035-3638  
MY LICENSE EXPIRES 11/30/2026



License No. 184-000613  
CONSULTANTS

**FINAL**

JUNE 2026

VACATION OF PLANT ROAD AS SHOWN ON ERNEST STAVROS SUBDIVISION UNIT NO. 2

OWNER



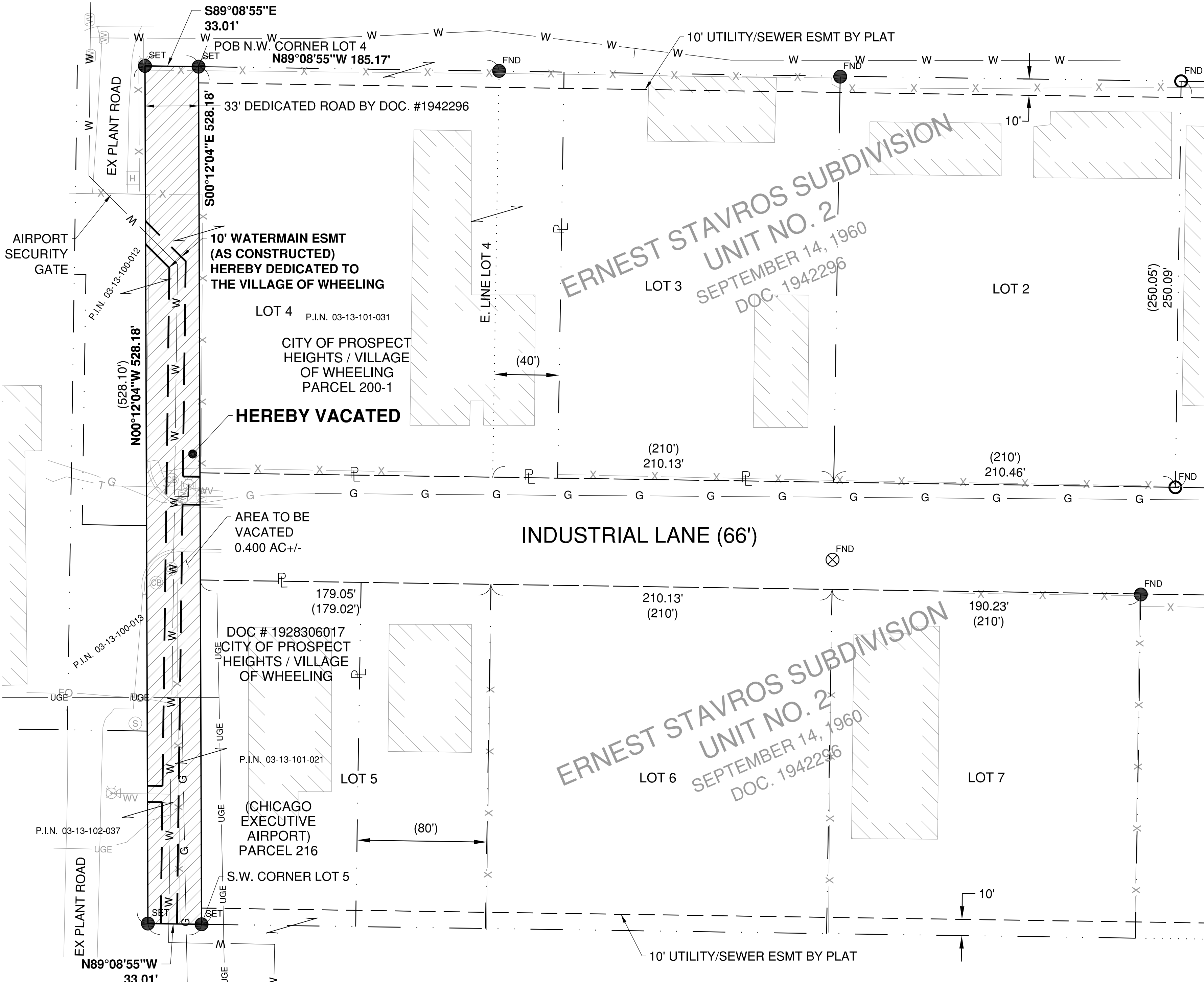
CHICAGO EXECUTIVE AIRPORT

MARK	DATE	DESCRIPTION
PROJECT NO:	22004900.00	
CAD DWG FILE:	24007352-00-V-SHT-01.DWG	
DESIGNED BY:	N/A	
DRAWN BY:	LMC	
CHECKED BY:	MEM	
APPROVED BY:	MEM	
COPYRIGHT:	CRAWFORD, MURPHY & TILLY, INC. 2022	

SHEET TITLE

SHEET 1 OF 2

Path: K:\Chicago\ExecAir\24007352-00\_2025\General\Eng\Plant Road Vacation\CADD\24007352-00-V-SHT-01.dwg  
Date: Wednesday, June 3, 2026 10:02:52 AM



VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS )
)SS
COUNTY OF COOK )

I, \_\_\_\_\_, VILLAGE ENGINEER OF THE VILLAGE OF WHEELING, ILLINOIS, HEREBY CERTIFY THAT THE LAND IMPROVEMENTS DESCRIBED IN THE PLANT ROAD PLAT OF VACATION MEETS MINIMUM REQUIREMENTS OF SAID VILLAGE AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THERE OF

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

VILLAGE ENGINEER

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS )
)SS
COUNTY OF COOK )

THE VACATION SHOWN ON THIS PLOT ACCEPTED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, ILLINOIS

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

BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_
PRESIDENT VILLAGE CLERK

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS )
)SS
COUNTY OF COOK )

I, \_\_\_\_\_, COUNTY CLERK OF \_\_\_\_\_ COUNTY, ILLINOIS DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE SUBJECT PLAT.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES I CONNECTION WITH THE SUBJECT PLAT.

GIVEN UNDER MY HAND AND SEAL AT \_\_\_\_\_, \_\_\_\_\_ COUNTY, ILLINOIS

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

BY: \_\_\_\_\_
COUNTY CLERK

WATERMAIN EASEMENT

A NON-EXCLUSIVE PERPETUAL EASEMENT IS HEREBY RESERVED AND GRANTED TO THE VILLAGE OF WHEELING, IT'S 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.

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 OR UNPAID CURRENT SPECIAL ASSESSMENTS DUE AGAINST THE LAND INCLUDED IN THE PLAT HEREON DRAWN.

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

VILLAGE COLLECTOR

OWNER'S CERTIFICATE

STATE OF ILLINOIS )
)SS
COUNTY OF COOK )

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS (ARE) THE OWNER(S) OF THE LAND DESCRIBED IN THE PLAT OF VACATION AND THAT NO OTHER PERSON HAS ANY RIGHT, TITLE, OR INTEREST IN SAID LAND, AND THAT SAID OWNER(S) HAS (HAVE) CAUSED THE SAME TO BE SURVEYED AND VACATED AS INDICATED THEREON FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

PURSUANT TO SECTION 1.005 OF THE PLAT ACT, (765 ILCS 205/1.005) TO THE BEST OF THE OWNER'S KNOWLEDGE. THIS PLAT OF VACATION LIES WITHIN THE BOUNDARIES OF:

SCHOOL DISTRICT 21 TOWNSHIP HIGH SCHOOL DISTRICT 214
(ELEMENTARY SCHOOL DIST.) (HIGH SCHOOL DIST.)

BY: \_\_\_\_\_
(OWNER)

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_ A.D., \_\_\_\_\_ COUNTY, ILLINOIS

(NAME)

VILLAGE OF WHEELING
2 COMMUNITY BOULEVARD
WHEELING, ILLINOIS 60090

NOTARY CERTIFICATE

STATE OF ILLINOIS )
)SS
COUNTY OF COOK )

I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR THE COUNTY AFORESAID, DO HEREBY CERTIFY THAT \_\_\_\_\_ ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND THAT THEY APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND SEALED THE SAME AS THEIR FREE VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH, INCLUDING THE RELEASE OF WAIVER OF THE RIGHT OF HOMESTEAD.

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

NOTARY PUBLIC



License No. 184-000613
CONSULTANTS

FINAL

JUNE 2026

VACATION OF PLANT ROAD AS SHOWN ON ERNEST STAVROS SUBDIVISION UNIT NO. 2

OWNER



CHICAGO EXECUTIVE AIRPORT

Table with columns: MARK, DATE, DESCRIPTION. Rows include: PROJECT NO: 22004900.00, CAD DWG FILE: 24007352-00-V-SHT-01.DWG, DESIGNED BY: N/A, DRAWN BY: LMC, CHECKED BY: MEM, APPROVED BY: MEM, COPYRIGHT: CRAWFORD, MURPHY & TILLY, INC. 2022

SHEET TITLE



## MEMORANDUM

**DATE:** July 6, 2026  
**FROM:** Ross Klicker, Community Development Director  
**SUBJECT:** Ordinance Approving a Plat of Dedication for Chicago Executive Airport Dedicating a Portion of the Vacated Plan Road Right-of-Way to the Village of Wheeling as a Public Right-of-Way for Industrial Lane [Docket No. PSUBFP26-0002]  
**DOLLAR AMOUNT:** N/A  
**BUDGETED:** No  
**BUDGET SOURCE:** N/A  
**RECOMMENDED ACTION:** Approve  
**STRATEGIC PLAN THEME:** Economic Development

### EXECUTIVE SUMMARY

Chicago Executive Airport is requesting approval of a Plat of Dedication to dedicate a portion of right-of-way to the Village of Wheeling to serve as an extension of Industrial Lane for roadway purposes.

### MEMO

Chicago Executive Airport is seeking approval to dedicate an approximately 33-foot by 66-foot portion of the (to be) vacated Plant Road right-of-way to Industrial Lane for roadway purposes. An ordinance approving the Plat of Vacation immediately precedes this item on the July 6, 2026, regular Board meeting agenda. The proposed right-of-way dedication for Industrial Lane would create an extension of the public street to provide necessary public access to the Chicago Executive Airport Administration and Maintenance Building.

The procedure for the plat of dedication is for the Director of Community Development to refer the plat of dedication and all required supporting documents, along with his recommendations, to the Village Board, which shall approve or reject the final plat of dedication.

### Community Development Director's Review and Recommendation

An ordinance is attached for the Board's consideration that would allow for approval of the Right of Way Dedication Plat to the Village of Wheeling for Industrial Lane, prepared by CMT, Inc., dated June 2026.

### Attachments

Ordinance

Exhibit: ROW Dedication Plat to the Village of Wheeling for Industrial Lane, prepared by CMT, Inc., dated June 2026.

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

**ORDINANCE APPROVING A PLAT OF DEDICATION FOR CHICAGO EXECUTIVE AIRPORT DEDICATING A PORTION OF THE VACATED PLANT ROAD RIGHT-OF-WAY TO THE VILLAGE OF WHEELING AS PUBLIC RIGHT-OF-WAY FOR INDUSTRIAL LANE**

**WHEREAS**, the petitioner, Chicago Executive Airport, is the owner of the subject property and has submitted a Plat of Dedication to dedicate an approximately 0.050-acre portion of the vacated Plant Road right-of-way, shown and described on the Right of Way Plat of Dedication attached as **Exhibit A**, to the Village of Wheeling for public use of a street right-of-way for Industrial Lane; and

**WHEREAS**, the Plat of Dedication does not create any new lots or streets and qualifies for the exemption from the preliminary and final plat approval process pursuant to Title 17 – Planning, Subdivisions, and Developments, of the Wheeling Municipal Code; and

**WHEREAS**, the Director of Community Development has reviewed the Right of Way Plat of Dedication and forwarded the plat and supporting documents, together with his recommendation, to the Board of Trustees of the Village of Wheeling; and

**WHEREAS**, pursuant to the authority set forth in Sections 2, 3, and 9 of the Illinois Plat Act, regarding the dedication of land to be used and maintained by a municipality for public use and purposes, the Board of Trustees of the Village of Wheeling desires to approve the Right of Way Plat of Dedication to use the areas legally described below and shown on **Exhibit A** for use and maintenance of Industrial Lane as so extended and related public utilities; and

**WHEREAS**, the Board of Trustees has determined that approval of the Right of Way Plat of Dedication is consistent with the requirements of the Wheeling Municipal Code and is in the best interests of the public health, safety, and welfare;

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

**SECTION ONE:** The above recitals are incorporated by reference into Section 1 of this Ordinance as material terms and provisions.

**SECTION TWO:** The Village Board hereby accepts the dedication of the right-of-way and approves the Right of Way Plat of Dedication to the Village of Wheeling for Industrial Lane, prepared by CMT, Inc., dated June 2026, by Michael E. Mizeur, Illinois Professional Land Surveyor No. 035-3638, on behalf of Chicago Executive Airport, attached hereto as **Exhibit A** and incorporated herein by reference, dedicating approximately 0.050 acres of the vacated Plant Road right-of-way to the Village of Wheeling as public right-of-way for Industrial Lane, for the property legally described as follows:

Legal Description:

PART OF THE NORTHWEST QUARTER OF SECTION 13 IN TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, WITH SAID PART BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE ORIGINAL SOUTHWEST CORNER OF LOT 4 OF ERNEST STAVROS SUBDIVISION UNIT NO. 2 AS RECORDED SEPTEMBER 14, 1960 IN

**Plat of Dedication – Industrial Lane (Chicago Executive Airport)**

DOCUMENT NO. 1942296; THENCE SOUTH 00 DEGREES 12 MINUTES 04 SECONDS EAST ALONG THE EXTENSION OF THE FORMER WEST LINE OF SAID LOT 4, 66.01 FEET TO THE EXTENDED SOUTH LINE OF INDUSTRIAL LANE; THENCE NORTH 89 DEGREES 08 MINUTES 55 SECONDS WEST ALONG SAID EXTENDED SOUTH LINE, 33.01 FEET TO THE WEST LINE OF SAID SUBDIVISION; THENCE NORTH 00 DEGREES 12 MINUTES 04 SECONDS WEST ALONG SAID WEST LINE, 66.01 FEET TO THE EXTENDED NORTH LINE OF SAID INDUSTRIAL LANE; THENCE SOUTH 89 DEGREES 08 MINUTES 55 SECONDS EAST ALONG SAID EXTENDED NORTH LINE, 33.01 FEET TO THE POINT OF BEGINNING, CONTAINING 0.050 ACRES, MORE OR LESS.

10 UTILITY/SEWER ESMT BY PLAT

**SECTION THREE:** The Village President is hereby directed to sign a Right of Way Plat of Dedication that substantially conforms to the Plat attached to this resolution as **Exhibit A**, and the Village Clerk is directed to affix her signature and seal of the Village thereto. All final changes prior to recording are subject to the review and approval of the Village Engineer, Village Manager, and Village Attorney.

**SECTION FOUR:** The Village Engineer is hereby directed to record a copy of this Ordinance and the Right of Way Plat of Dedication against the Property with the Cook County Recorder of Deeds.

**SECTION FIVE:** Any ordinance, or portion thereof, in conflict with this Ordinance is hereby repealed to the extent of such conflict.

**SECTION SIX:** In the event any portion of this Ordinance shall be declared invalid by a court of competent jurisdiction, such declaration of invalidity of said provision or part hereof shall render this entire Ordinance invalid and the approval of the Right of Way Plat of Dedication herein shall be null and void and of no further force or effect whatsoever.

**SECTION SEVEN:** This Ordinance shall be in full force and effect from and after its passage, approval, and due publication as provided by state law.

**SECTION EIGHT:** The Village Clerk of the Village of Wheeling shall be and is directed hereby to publish this Ordinance in pamphlet form.

Trustee \_\_\_\_\_ moved, seconded by Trustee \_\_\_\_\_,  
that Ordinance No. \_\_\_\_\_ be passed, this 6<sup>th</sup> day of July, 2026.

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

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

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

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

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

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

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

**Plat of Dedication – Industrial Lane (Chicago Executive Airport)**

Ordinance No. \_\_\_\_\_ **APPROVED** this 6th day of July 2026, by the President and Board of Trustees of the Village of Wheeling, Illinois.

**ATTEST:**

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

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

APPROVED AS TO FORM ONLY:

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

**PUBLISHED** in pamphlet form this 7<sup>th</sup> day of July, 2026, by order of the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

**Plat of Dedication – Industrial Lane (Chicago Executive Airport)**

**EXHIBIT A (Attachment)**

Right of Way Plat of Dedication to the Village of Wheeling for Industrial Lane, prepared by CMT,  
Inc., dated June 2026



LOCATION MAP

MAIL PLAT TO: VILLAGE OF WHEELING  
2 COMMUNITY BLVD  
WHEELING, ILLINOIS 60090

# ROW DEDICATION PLAT TO THE VILLAGE OF WHEELING FOR INDUSTRIAL LANE

PART OF THE NORTHWEST QUARTER OF SECTION 13  
IN TOWNSHIP 42 NORTH, RANGE 11 EAST OF  
THE THIRD PRINCIPAL MERIDIAN,  
COOK COUNTY, ILLINOIS

## ROW DEDICATION LEGAL DESCRIPTION FOR INDUSTRIAL LANE AS SHOWN ON ERNEST STAVROS SUBDIVISION UNIT NO. 2

PART OF THE NORTHWEST QUARTER OF SECTION 13 IN TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, WITH SAID PART BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE ORIGINAL SOUTHWEST CORNER OF LOT 4 OF ERNEST STAVROS SUBDIVISION UNIT NO. 2 AS RECORDED SEPTEMBER 14, 1960 IN DOCUMENT NO. 1942296; THENCE SOUTH 00 DEGREES 12 MINUTES 04 SECONDS EAST ALONG THE EXTENSION OF THE FORMER WEST LINE OF SAID LOT 4, 66.01 FEET TO THE EXTENDED SOUTH LINE OF INDUSTRIAL LANE; THENCE NORTH 89 DEGREES 08 MINUTES 55 SECONDS WEST ALONG SAID EXTENDED SOUTH LINE, 33.01 FEET TO THE WEST LINE OF SAID SUBDIVISION; THENCE NORTH 00 DEGREES 12 MINUTES 04 SECONDS WEST ALONG SAID WEST LINE, 66.01 FEET TO THE EXTENDED NORTH LINE OF SAID INDUSTRIAL LANE; THENCE SOUTH 89 DEGREES 08 MINUTES 55 SECONDS EAST ALONG SAID EXTENDED NORTH LINE, 33.01 FEET TO THE POINT OF BEGINNING, CONTAINING 0.050 ACRES, MORE OR LESS.

**NOTES:**

1. FIELD SURVEYS WERE COMPLETED IN SEPTEMBER 2025.
2. ALL TAX PIN NUMBERS AND PROPERTY ADDRESSES BASED UPON COOK COUNTY, ILLINOIS GIS DIVISION ONLINE MAPS AND SHALL BE VERIFIED PRIOR TO USE BY OTHERS.
3. NO TITLE SEARCH AND/OR TITLE WORK/COMMITMENT WERE PROVIDED FOR THIS SURVEY WHICH MAY DISCLOSE EASEMENTS, RESERVATIONS, AGREEMENTS, RIGHT OF WAYS AND/OR OTHER SIMILAR MATTERS AND ENCUMBRANCES. SURVEYOR'S SEARCH OF PUBLIC RECORDS FOR THE PREPARATION OF THIS PLAT DOES NOT CONSTITUTE A TITLE SEARCH AND/OR TITLE WORK/COMMITMENT.
4. BASIS OF BEARINGS BASED ON SPCS ILLINOIS EAST ZONE (NAD83/2011), US FOOT.
5. UTILITIES SHOWN BASED ON JULIE REQUEST DIG NUMBER A252312056 RECEIVED 8/19/25. RECORD UTILITY INFORMATION FROM UTILITY COMPANIES SHOWN IN BOLD. (NOT SURVEYED)
6. BUILDINGS SHOWN NOT SURVEYED.



LOCATION MAP



License No. 184-000613  
CONSULTANTS

**FINAL**

**AREA SUMMARY TABLE**

OWNER: CHICAGO EXECUTIVE AIRPORT  
TOTAL AREA TO BE DEDICATED TO VILLAGE OF WHEELING FOR INDUSTRIAL LANE: 0.050 ACRES±

JUNE 2026

**ROW DEDICATION OF INDUSTRIAL LANE**

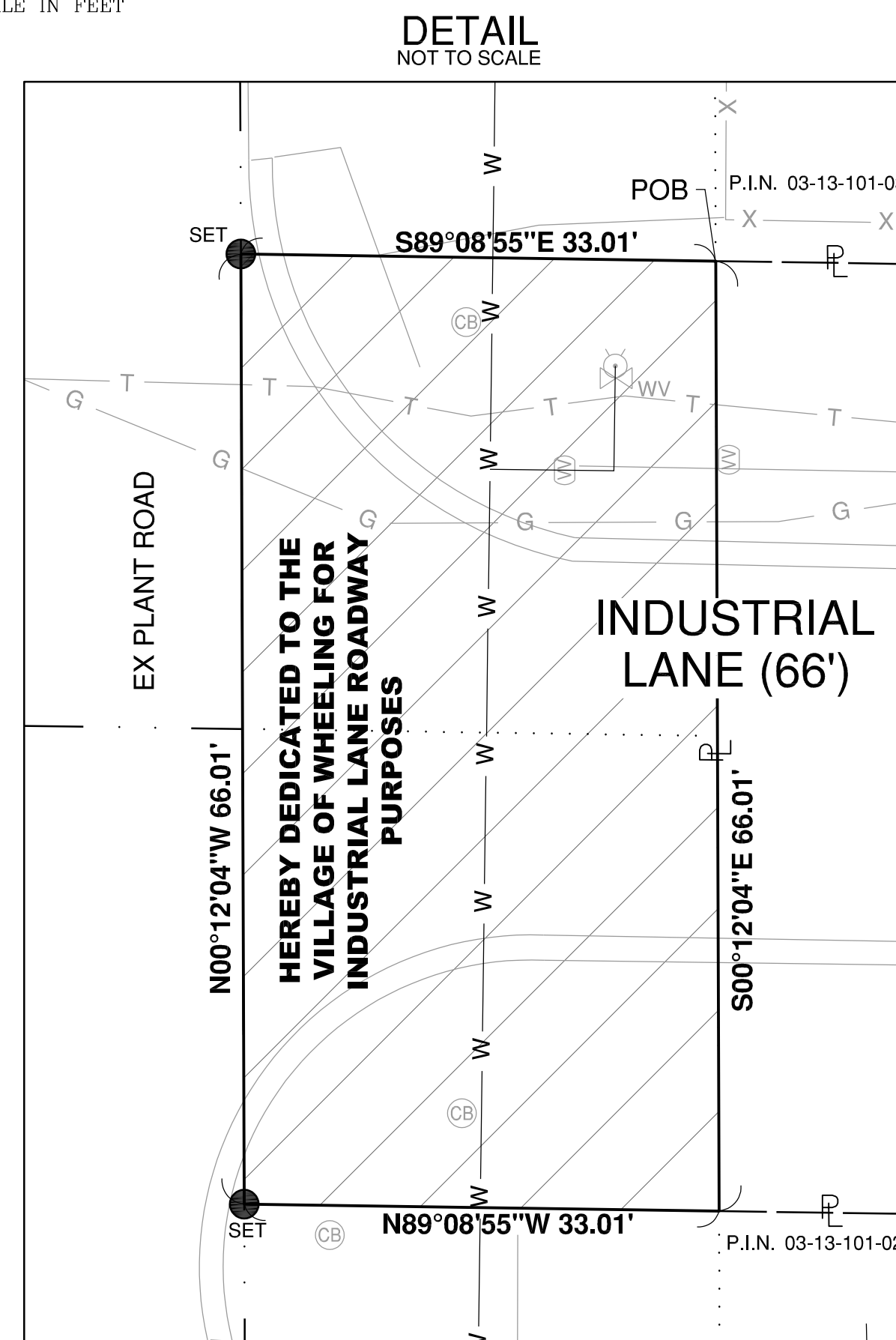
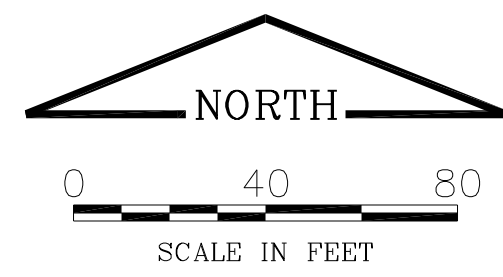
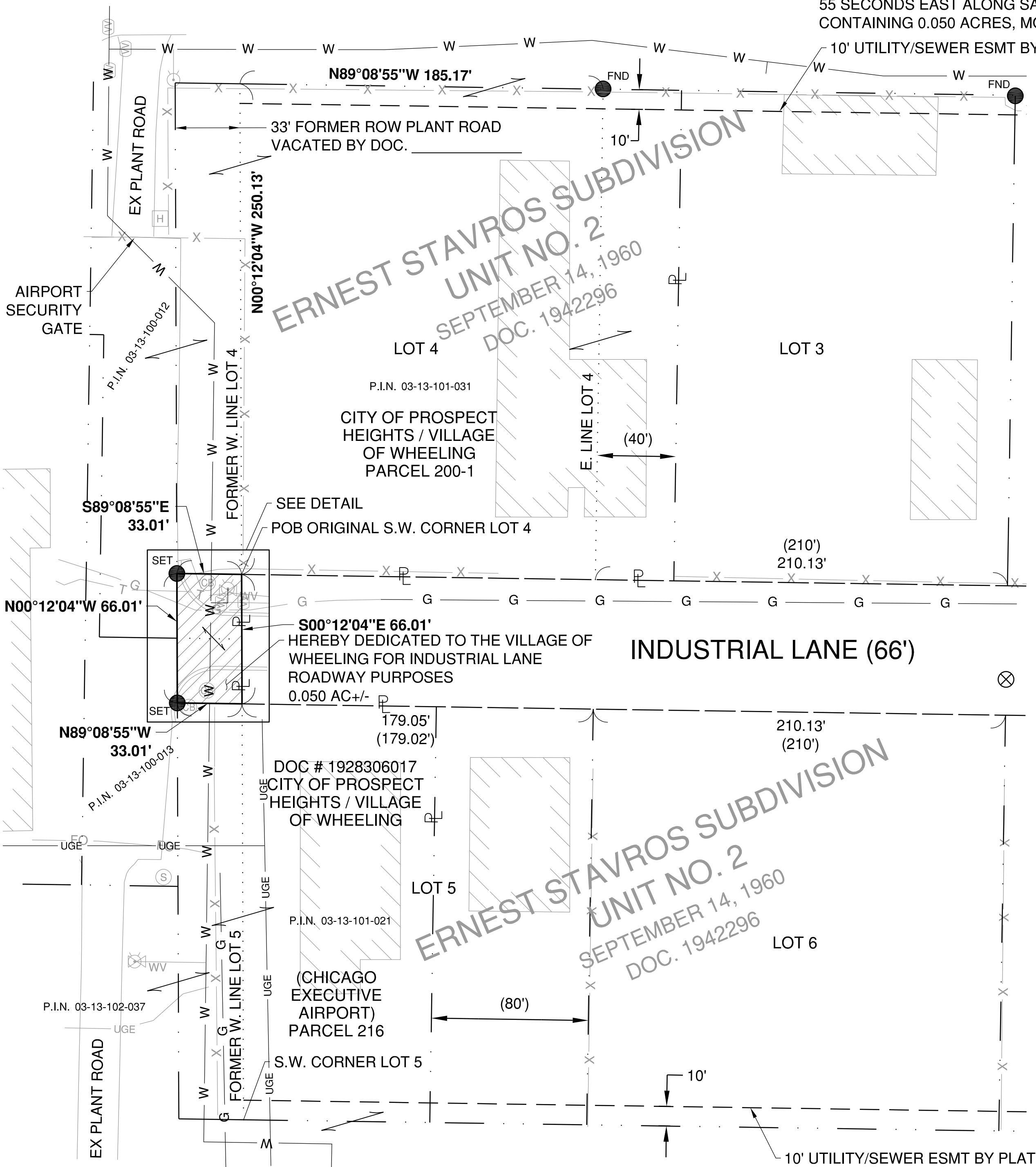
OWNER



CHICAGO EXECUTIVE AIRPORT

**LEGEND**

	EXISTING RIGHT-OF-WAY LINE
	PROPERTY LINE (DEED)
	RECORD PLAT/DEED LINE
	SAME OWNERSHIP
	EXISTING EASEMENT LINE
	EXISTING FENCE LINE
	MEASURED DIMENSION
	RECORD DIMENSION
	FOUND IRON PIPE
	FOUND IRON ROD
	FOUND CROSS CUT
	AREA TO BE DEDICATED TO THE VILLAGE OF WHEELING
	WATER MAIN
	GAS MAIN
	UNDERGROUND POWER LINE
	UNDERGROUND POWER LINE
	UNDERGROUND FIBER OPTIC
	UNDERGROUND GAS LINE
	UNDERGROUND COMMUNICATIONS
	VALVE VAULT
	HANDHOLE
	SANITARY MANHOLE
	CATCH BASIN
	FIRE HYDRANT
	WATER VALVE



**NOTE: RIGHT-OF-WAY DEDICATION IS TO THE VILLAGE OF WHEELING FOR INDUSTRIAL LANE**



THIS IS TO CERTIFY THAT THE ACCOMPANYING PLAT CORRECTLY REPRESENTS THE RESULTS OF A SURVEY FOR THE DEDICATION OF INDUSTRIAL LANE AS SHOWN ON ERNEST STAVROS SUBDIVISION UNIT NO. 2 MADE UNDER MY DIRECTION AND THIS PROFESSIONAL SERVICE CONFORMS TO THE ILLINOIS MINIMUM STANDARDS.

*Michael E. Mizeur* 06/02/2026

MICHAEL E. MIZEUR  
ILLINOIS PROFESSIONAL  
LAND SURVEYOR NO. 035-3638  
MY LICENSE EXPIRES 11/30/2026

MARK	DATE	DESCRIPTION
PROJECT NO:	26009038.00	
CAD DWG FILE:	24007352-00-V-SHT-DEDICATION.DWG	
DESIGNED BY:	N/A	
DRAWN BY:	LMC	
CHECKED BY:	MEM	
APPROVED BY:	MEM	
COPYRIGHT:	CRAWFORD, MURPHY & TILLY, INC. 2022	

SHEET TITLE	
SHEET 1	OF 2

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS )
)SS
COUNTY OF COOK )

I, \_\_\_\_\_, VILLAGE ENGINEER OF THE VILLAGE OF WHEELING, ILLINOIS, HEREBY CERTIFY THAT THE LAND IMPROVEMENTS DESCRIBED IN THE INDUSTRIAL LANE PLAT OF DEDICATION MEETS MINIMUM REQUIREMENTS OF SAID VILLAGE AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THERE OF

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

VILLAGE ENGINEER

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS )
)SS
COUNTY OF COOK )

THE DEDICATION SHOWN ON THIS PLOT ACCEPTED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, ILLINOIS

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

BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_
PRESIDENT VILLAGE CLERK

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS )
)SS
COUNTY OF COOK )

I, \_\_\_\_\_, COUNTY CLERK OF \_\_\_\_\_ COUNTY, ILLINOIS DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE SUBJECT PLAT.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES I CONNECTION WITH THE SUBJECT PLAT.

GIVEN UNDER MY HAND AND SEAL AT \_\_\_\_\_, \_\_\_\_\_ COUNTY, ILLINOIS

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

BY: \_\_\_\_\_
COUNTY CLERK

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 OR UNPAID CURRENT SPECIAL ASSESSMENTS DUE AGAINST THE LAND INCLUDED IN THE PLAT HEREON DRAWN.

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

VILLAGE COLLECTOR

OWNER'S CERTIFICATE

STATE OF ILLINOIS )
)SS
COUNTY OF COOK )

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS (ARE) THE LEGAL OWNER(S) OF THE LAND DESCRIBED ON THE SUBJECT PLAT, AND HAS CAUSED THE SAME TO BE SURVEYED AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH AND HAS CAUSED THE DEDICATION OF STREETS TO THE VILLAGE OF WHEELING FOR RIGHT OF WAY OF INDUSTRIAL LANE AS SHOWN HEREON.

BY: \_\_\_\_\_
(OWNER)

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_ A.D., \_\_\_\_\_ COUNTY, ILLINOIS

(NAME)

VILLAGE OF WHEELING
2 COMMUNITY BOULEVARD
WHEELING, ILLINOIS 60090

NOTARY CERTIFICATE

STATE OF ILLINOIS )
)SS
COUNTY OF COOK )

I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR THE COUNTY AFORESAID, DO HEREBY CERTIFY THAT \_\_\_\_\_ ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND THAT THEY APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND SEALED THE SAME AS THEIR FREE VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH, INCLUDING THE RELEASE OF WAIVER OF THE RIGHT OF HOMESTEAD.

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

NOTARY PUBLIC



License No. 184-000613
CONSULTANTS

FINAL

JUNE 2026

ROW DEDICATION OF INDUSTRIAL LANE

OWNER



CHICAGO EXECUTIVE AIRPORT

MARK DATE DESCRIPTION

PROJECT NO: 26009038.00
CAD DWG FILE: 24007352-00-V-SHT-DEDICATION.DWG
DESIGNED BY: N/A
DRAWN BY: LMC
CHECKED BY: MEM
APPROVED BY: MEM
COPYRIGHT: CRAWFORD, MURPHY & TILLY, INC. 2022

SHEET TITLE



## MEMORANDUM

**DATE:** July 6, 2026  
**FROM:** Leonard Becker, Economic Development Director  
**SUBJECT:** Resolution Consenting to a Cook County Class 6b Property Tax Assessment Classification for the Property Located at 130–150 Carpenter Avenue in the Village of Wheeling, Illinois  
**DOLLAR AMOUNT:** N/A  
**BUDGETED:** No  
**BUDGET SOURCE:** N/A  
**RECOMMENDED ACTION:** Approval  
**STRATEGIC PLAN THEME:** Economic Development

### EXECUTIVE SUMMARY

JEH3 Holdings, LLC has submitted an application for a Class 6b Real Estate Property Tax Classification for the property at 130–150 Carpenter Avenue based on re-occupation of abandoned property with a purchase for value, special circumstances, and substantial rehabilitation. In order for the petitioner to file this application with Cook County, the Village Board must approve a resolution supporting the request for a Class 6b.

### MEMO

#### Background:

The property at 130–150 Carpenter Avenue consists of an approximately 58,535-square-foot industrial building on 119,964 square feet of land (2.75 acres). This property, built in 1987 and expanded in 2003, is currently zoned I-3 and was formerly occupied by Elenco Electronics, which vacated the property in early 2026. The building has remained vacant despite being marketed for sale and currently consists of two interior dock doors, one drive-in door, clear heights of 16 feet to 22 feet 11 inches, 7,500 square feet of office space, and 100 parking spaces.

The petitioner plans to purchase, renovate, and lease the subject property to Jensah Corp., doing business as Unity Manufacturing, which will relocate and expand operations to the site from its current location in Chicago. Unity Manufacturing is a legacy manufacturer of specialty vehicle lighting products, founded on the south side of Chicago in 1918. Throughout the decades Unity has expanded into heavy road and truck lighting, and since 1960 has become the leader in emergency lighting products for police, fire, and other emergency vehicles. Today Unity operates as a longstanding manufacturer serving the automotive, truck, emergency, utility, off-road, agricultural, towing, snowplow, and service vehicle markets, with strong relationships with the Big Three U.S. automotive brands. As the world's largest manufacturer of post-mount spotlights, Unity's capabilities also include chrome plating, buffing and polishing, machining, stamping, gear cutting, assembly, wire-harness production, computer-aided design, and prototyping.

If the 6b application is approved, the purchase will go forward. The petitioner plans to invest over \$400,000 to make various repairs and improvements required by Unity Manufacturing, which include:

- Addition of one new loading dock
- Reconfiguration and buildout of office space and conference rooms
- HVAC upgrades
- Foundation work remediation
- Potential parking lot reconfiguration

This work will begin immediately following the closing of the sale of the property, which is contingent on the approval of the 6b request. The work is expected to be completed by the first quarter of 2027. Furthermore, additional investment will likely be made if further business expansion takes place.

**Class 6b Classification:**

The petitioner is requesting a Class 6b property tax classification based on re-occupation of abandoned property with purchase for value, special circumstances, and substantial rehabilitation. A Class 6b property tax classification will reduce the property's assessment rate to 10% for the first ten years, 15% on the eleventh year, and 20% on the twelfth year. The assessment rate without a Class 6b is 25%.

**Fiscal Impact:**

If the petitioner obtains a Class 6b, the building will be occupied, and an additional \$400,000 in capital improvements will be invested in the property. The following scenarios are provided to help compare the potential property taxation:

- Scenario where the improvements are made, and the incentive is applied = \$175,214
- Scenario where the building remains vacant and unused = \$138,151

If the incentive is approved, over the 12-year period the property is projected to generate \$707,574 in additional real estate taxes compared to the property remaining vacant with no incentive.

In addition to the direct property tax, Unity Manufacturing currently employs a full-time staff of 50 people. If the applicant proceeds to relocate and expand to the subject property, it will relocate all operations and current workers to Wheeling and further anticipates adding 20 new employees within five years to accommodate future growth. The projected economic impact derived from the added employees and visitors at the new facility will provide increased sales tax revenue from expenditures at local gas stations, grocery stores, and restaurants, as well as other indirect contributions. The annual total projected revenue is expected to be an additional \$211,875 from this employment impact alone.

**RESOLUTION 26 - \_\_\_\_\_**

**RESOLUTION CONSENTING TO A COOK COUNTY CLASS 6b  
PROPERTY TAX ASSESSMENT CLASSIFICATION FOR THE PROPERTY LOCATED AT  
130-150 CARPENTER AVENUE IN THE VILLAGE OF WHEELING, ILLINOIS**

**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**, JEH3 Holdings, LLC (the “Petitioner”) has applied, or is applying, for a Class 6b Classification under the Ordinance, and has proven to the President and Board of Trustees of the Village (the “Village Board”) that such Class 6b Classification is necessary to encourage occupancy of the specific real estate identified below (the “Subject Property”); and

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

**WHEREAS**, the Petitioner intends to purchase, renovate and lease the Subject Property to Jensah Corp. d/b/a Unity Manufacturing for engineering, production, distribution, and administrative uses (the “Proposed Development”); and

**WHEREAS**, the Petitioner plans to invest over \$400,000 to make various improvements to upgrade the facility to support engineering, design, testing, prototyping, and manufacturing operations, including upgrading the loading docks and reconfiguring the interior office space of the property (the “Proposed Improvements”); and

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

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

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

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

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

A. The Petitioner shall obtain all necessary building and/or construction-related permits from the Village for the construction of the Proposed Improvements.

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

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

D. The total construction value for permits issued for the Proposed Improvements shall be no less than \$400,000.00.

E. The construction work will be completed in accordance with Illinois Prevailing Wage guidelines.

F. The Proposed Improvements shall be completed by July 6, 2027. Upon completion of the Proposed Improvements, the Petitioner will request that the Village inspect and approve the Improvements to confirm that the Proposed Development has been constructed in compliance with the plans approved by the Village.

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

**SECTION 4: APPROVAL.** The Village Board hereby supports, consents to, and approves the Class 6b Classification for the Subject Property pursuant to the Ordinance, said Subject Property being described as follows:

**LEGAL DESCRIPTION:**

LOTS 5 AND 6 IN BLOCK 4 IN AMERLINE'S SUBDIVISION OF PART OF THE EAST ½ OF THE SOUTHWEST 1/4 OF SECTION 22 TOWNSHIP 42 NORTH RANGE 11 EAST OF THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS

**PINs:** 03-11-304-005-0000  
03-11-304-006-0000

**COMMON ADDRESS:** 130–150 Carpenter Avenue  
Wheeling, Illinois 60090

**SECTION 5: FILING.** The Village Clerk is hereby authorized and directed to forward a certified copy of this Resolution to the Office of the Cook County Assessor.

Trustee \_\_\_\_\_ moved, 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 6<sup>th</sup> day of July 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**

**LEGAL DESCRIPTION**

LOTS 5 AND 6 IN BLOCK 4 IN AMERLINE'S SUBDIVISION OF PART OF THE EAST ½  
OF THE SOUTHWEST 1/4 OF SECTION 22 TOWNSHIP 42 NORTH RANGE 11 EAST OF  
THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS

Commonly Known As: 130-150 Carpenter Avenue, Wheeling, Illinois 60090

PINs: 03-11-304-005/-006



200 S. WACKER, SUITE 820 CHICAGO, ILLINOIS 60606  
BRIAN P. LISTON (312) 580-1594 PETER TSANTILIS (312) 604-3808 FACSIMILE (312) 580-1592

June 5, 2026

**VIA MAIL & EMAIL**

Len Becker  
Village of Wheeling  
2 Community Blvd.  
Wheeling, IL 60090

**RE: Class 6b Resolution Request**  
**JEH3 Holdings, LLC**  
**130-150 Carpenter Avenue,**  
**Wheeling, Illinois 60090**  
**PINs: 03-11-304-005/-006**

Dear Len:

JEH3 Holdings, LLC (the “Applicant”) is the contract-purchaser of the above-referenced property (the “Subject Property”) and is requesting a Resolution from the Village of Wheeling supporting and consenting to a Class 6b Tax Incentive for the Subject Property based on Reoccupation of Abandoned Property with a Purchase for Value, Special Circumstances & Substantial Rehabilitation.

The Subject Property currently consists of an approximately 58,535 square foot industrial facility sited on 119,964 square feet of land. The facility is divisible for flexible occupancy and includes two (2) interior docks, one (1) drive-in-door, parking for 100+ vehicles and ceiling heights of 15’9” and 22’11” to accommodate various industrial uses. The site also features approximately 7,500 square feet of office space, including a second story component.

The property is strategically located near major transportation routes, including I-294 and Lake Cook Road provides excellent regional connectivity & easy access to the Chicago metropolitan area for industrial operations. The site is currently zoned I-3, General Industrial District, which is intended to accommodate uses that are not otherwise provided for in other districts and which, because of their intensive, predominantly industrial nature, access needs, employment generation and automobile and truck traffic generation need to be isolated from other uses. It is intended that the I-3 general industrial district will provide for orderly development and redevelopment to meet the demand for such uses. The site is correctly zoned for the tenant’s proposed operations and no relief or variations are expected.

**Occupant, Employment & Use**

The Applicant plans to purchase, improve and lease the site to related entity Jensah Corp. d/b/a Unity Manufacturing (the “Occupant” or “Unity”). Unity Manufacturing Company is a legacy Chicago-based manufacturer of specialty vehicle lighting products founded on the south side of Chicago in 1918. In the mid-1920s, Unity began producing its signature post-mount spotlights, then

expanded in the 1930s into automotive and heavy-duty truck road lights. The company later moved to its current 160,000-square-foot facility at 1260 N. Clybourn Avenue in Chicago in 1960, which helped support its expansion into emergency lighting products for police, fire, and other emergency vehicles.

Today, Unity operates as a longstanding U.S. manufacturer serving the automotive, truck, emergency, utility, off-road, agricultural, towing, snowplow, and service-vehicle markets. More importantly, the Company has created tight relationships with the ‘Big 3’ automaker brands. Core products include post-mount spotlights, roof-mount spotlights, fog lights, driving lights, off-road lights, work lights, hand-held spotlights, deck lights, 360-degree warning lights, and custom wire harnesses. Today, Unity stands as the world’s largest manufacturer of post-mount spotlights and a major original equipment supplier of auxiliary and emergency lighting products. Among others, the Company’s capabilities include chrome plating, buffing and polishing, machining, stamping, gear cutting, assembly, wire-harness production, CAD design, and prototyping.

Assuming the 6b tax incentive is granted, Unity plans on transferring its current 50+ employees to the site with further expansions scheduled in the next 2-3 years. Based on the Employee Economic Impact Chart, an estimated 50 employees would be expected to generate approximately **\$63,563** in additional Village revenue as compared to a vacant facility.

<b>Employee Economic Impact Chart</b>					
<b>Purchase</b>	<b>Emp.</b>	<b>%</b>	<b>Exp./Week</b>	<b>Weeks</b>	<b>Total</b>
Lunch	50	55%	\$55	50	\$75,625
Grocery	50	30%	\$50	50	\$37,500
Consumer Goods	50	25%	\$35	50	\$21,875
Entertainment	50	15%	\$55	50	\$20,625
Auto-Gas	50	75%	\$30	50	\$56,250
<b>TOTAL</b>					<b>\$211,875</b>
<b>TOTAL OVER 12 YEARS</b>					<b>\$2,542,500</b>

For more information on Unity please visit its website below:  
<https://www.unityusa.com/>

### **Improvements & Economic Analysis**

As mentioned, Unity has identified the Subject Property as an ideal location to continue the Company’s expansion. The Applicant is under contract to purchase the property for **\$4,650,000**, contingent on receiving a 6b tax incentive for the proposed new facility. The Company is in process of receiving bids but plans to spend upwards of **\$400,000** on improvements over the next four years, however plans to immediately add an additional dock to the site and reconfigure the office space.

After the proposed construction and subsequent reoccupation, the Applicant expects the property to have a stabilized market value of around \$5,050,000, which would generate approximately \$2,365,284 in taxes over the life of the incentive (**or approx. \$175,214 per year**). Without the incentive, the Applicant will not close on the property, leaving the site vacant and unused. Based on the final 2025 Board Certified value with full vacancy relief, Subject Property would generate only

\$1,657,809 in taxes over the life of the incentive (**or approx. \$138,151 per year**). Therefore, should the Class 6b be approved, the Subject Property would generate **\$707,574** in additional real estate taxes over the life of the Class 6b Tax Incentive. Please see the attached “12 Year Tax Comparison Chart.”

In addition to increased property tax revenues, Unity’s presence will significantly benefit the local community. As mentioned above, Unity expects its employees and visitors will frequent Village restaurants, gas stations, stores and more. The Company also expects to attract both new and returning customers who will also frequent nearby establishments. Based on the employee economic impact chart, 50 full-time are estimated to spend approximately **\$211,875 per year** in the Village on gas, entertainment, groceries, etc. In total, the purchase, rehabilitation and reoccupation of the Subject Property is expected to generate over **\$3,000,000** in additional revenue over the life of the incentive (not including any potential sales tax revenue generated)

#### **“But-For” Condition Statement**

The Purchase & Sales Agreement for this property includes a 6b contingency provision, whereby the buyer can elect to cancel the contract if they are not satisfied with their ability to obtain a 6b. Thus, without the assistance from the Class 6b Tax Incentive, the Applicant will not purchase the Subject Property. The Applicant has determined that without the incentive, the heavy Cook County property tax burden (**34.696% Effective Tax Rate**) will make the **\$5,000,000+ investment** at the site infeasible and will force Unity to move this particular project to a neighboring county or state. In the event that the Applicant does not purchase the Subject Property, it will remain vacant and unused, thereby drastically lowering tax generation potential.

#### **Conclusion**

Based on the foregoing, the Applicant requests that the Village of Wheeling review its Class 6b Tax Incentive request and approve a Resolution supporting and consenting to a Class 6b Tax Incentive for the Subject Property based on Re-Occupation of Abandoned Property with a Purchase for Value & Substantial Rehabilitation. Should you need any additional documentation or have any questions or concerns, do not hesitate to contact me at (312) 604-3898 or via email at [mrogers@tlawchicago.com](mailto:mrogers@tlawchicago.com).

Respectfully Submitted,

*Mark Rogers*  
Mark Rogers



**CLASS 6B**  
**ELIGIBILITY APPLICATION**

Carefully review the Class 6B Eligibility Bulletin before completing this Application. For assistance, please contact the Assessor's Office, Development Incentives Department (312) 603-7529. This application, *a filing fee of \$1000.00*, and supporting documentation (*except drawings and surveys*) must be filed as follows:

This application must be filed **PRIOR TO** the commencement of New Construction or **PRIOR TO** the commencement of Substantial Rehabilitation Activities or **PRIOR TO** the commencement of Reoccupation of Abandoned Property.

***Applicant Information***

Name: JEH3 Holdings, LLC Telephone: (847) 848-2427  
Company: Jensah Corp dba Unity Manufacturing  
Address: 327 Country Club Rd  
City: Lake Zurich State: IL Zip Code: 60047  
Email: [REDACTED]

***Contact Person (if different than the Applicant)***

Name: J. Emmett Hammond Telephone: (847) 848-2427  
Company: Jensah Corp dba Unity Manufacturing  
Address: 327 Country Club Rd  
City: Lake Zurich State: IL Zip Code: 60047  
Email: [REDACTED]

***Property Description (per PIN)***

**If you are applying for more than three different PINs, please submit the additional PIN information in an attachment.**

Street Address: (1) 130-150 Carpenter Avenue  
Permanent Real Estate Index Number: 03-11-304-005/-006  
(2) \_\_\_\_\_  
Permanent Real Estate Index Number: \_\_\_\_\_  
(3) \_\_\_\_\_  
Permanent Real Estate Index Number: \_\_\_\_\_  
City: Wheeling State: IL Zip Code: 60090  
Township: Wheeling Existing Class: 593

**Attach legal description, site dimensions and square footage and building dimensions and square footage.**

***Identification of Person Having an Interest in the Property***

Attach a complete list of all owners, developers, occupants and other interested parties (*including all beneficial owners of a land trust*) identified by names and addresses, and the nature and extent of their interest.

***Industrial Use***

Attach a detail description of the precise nature and extent of the intended use of the subject property, specifying in the case of the multiple uses the relative percentages of each use.

Include copies of materials, which explain the occupant’s business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

**Employment Opportunities**

How many construction jobs will be created as a result of this development? Approx. 20+

How many new permanent full-time and part-time employees do you now employ in Cook County?

Full-time: N/A Part-time: N/A

How many new permanent full-time jobs will be created by this proposed development? 50+ (transfers)

How many new permanent ~~full~~-time jobs will be created by this proposed development? N/A  
part

***Nature of Development***

Indicate nature of proposed development by checking the appropriate space:

- New Construction (Read and Complete Section A)
- Substantial Rehabilitation (Read and Complete Section A)  
Incentive only applied to the market value attributable to the rehabilitation
- Occupation of Abandoned Property - No Special Circumstance (Read and Complete Section B)
- Occupation of Abandoned Property - With Special Circumstance (Read and Complete Section C)
- Occupation of Abandoned Property - (CEERM Supplemental Application) (Read and Complete Section C)

**SECTION A (NEW CONSTRUCTION/SUBSTANTIAL REHABILITATION)**

If the proposed development consists of *New Construction* or *Substantial Rehabilitation*, provide the following information:

Estimated date of construction commencement (*excluding demolition, if any*): Q3/Q4 2026

Estimated date of construction completion: Q1 2027

Attach copies of the following:

1. Specific description of the proposed *New Construction* or *Substantial Rehabilitation*
2. Current Plat of Survey for subject property
3. 1<sup>st</sup> floor plan or schematic drawings
4. Building permits, wrecking permits and occupancy permits (*including date of issuance*)
5. Complete description of the cost and extent of the *Substantial Rehabilitation* or *New Construction* (*including such items as contracts, itemized statements of all direct and indirect costs, contractor's affidavits, etc*)

**SECTION B (ABANDONED PROPERTY WITH NO SPECIAL CIRCUMSTANCE)**

If the proposed development consists of the reoccupation of abandoned property, purchased for value, complete (1) and (2) below:

1. Was the subject property vacant and unused for at least 12 continuous months prior to the purchase for value?  
 YES       NO

When and by whom was the subject property last occupied prior to the purchase for value?

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

Attach copies of the following documents:

- (a) Sworn statements from person having personal knowledge attesting to the fact and the duration of vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of such vacancy

2. Application must be made to the Assessor prior to occupation:

Estimated date of reoccupation: \_\_\_\_\_  
Date of Purchase: \_\_\_\_\_  
Name of purchaser: \_\_\_\_\_  
Name of seller: \_\_\_\_\_  
Relationship of purchaser to seller: \_\_\_\_\_

Attach copies of the following documents:

- (a) Sale Contract
- (b) Closing Statement
- (c) Recorded Deed
- (d) Assignment of Beneficial Interest
- (e) Real Estate Transfer Declaration

**SECTION C (SPECIAL CIRCUMSTANCES)**

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was a **purchase for value**, but the period of *abandonment prior to purchase was less than 12 months*, complete section (1).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application 12 continuous months or greater**, complete section (2).

1. How long was the period of abandonment prior to the purchase for value? Approx. 2 Months

When and by whom was the subject property last occupied prior to the purchase for value?

See enclosed vacancy affidavit.

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Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of vacancy
- (c) Include the finding of special circumstances supporting “abandonment” as determined by the municipality, or the County Board, if located in an unincorporated area. *Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for less than 12-month abandonment period.*

Application must be made to the Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of Reoccupation:	<u>Q1 2027</u>
Date of purchase:	<u>Q3/Q4 2026</u>
Name of purchaser:	<u>JEH3 Holdings, LLC</u>
Name of seller:	<u>ELENCO ELECTRONICS</u>
Relationship of purchaser to seller:	<u>None</u>

Attach copies of the following documents:

- (a) Sale Contract
- (b) Closing Statement
- (c) Recorded Deed
- (d) Assignment of Beneficial Interest
- (e) Real Estate Transfer Declaration

2. How long has the subject property been unused?

- 12 or greater continuous months (*Eligible for Special Circumstance*)
- 3 continuous months and maintain/create 250 Employees (*Eligible for Special Circumstance under CEERM*) - **Complete CEERM Supplemental Application**
- Not Eligible for Special Circumstance if No purchase and less than 12 continuous months vacant, or not a CEERM**

When and by whom was the subject property last occupied prior to the filing of this application?

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Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of vacancy
- (c) Include the finding of special circumstances supporting “abandonment” as determined by the municipality, or the County Board, if located in an unincorporated area. Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for lack of a purchase for value.

Application must be made to Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of reoccupation: \_\_\_\_\_

**CEERM SUPPLEMENTAL APPLICATION**  
*(This form will ONLY be utilized for applicants who specifically elect for CEERM)*

*This supplemental eligibility application is for properties that have been abandoned (due to special circumstances) where there has been no purchase for value and the buildings and other structures have been vacant and unused for at least three continuous months and applicant has provided sufficient documentation to establish that such applicant will create or maintain at least 250 jobs for employees at the subject location.*

*The CEERM Program shall be limited to the party who is the initial applicant of the Class 6B Incentive under the CEERM Program and the subject of the municipal Resolution or Ordinance.*

*Under the CEERM Program, qualifying industrial real estate would be eligible for the Class 6B level of assessment from the date of substantial re-occupancy of the abandoned property. Properties receiving Class 6B will be assessed at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year. The terms of this program are Not Renewable.*

I \_\_\_\_\_ applicant/representative hereby specifically elect to submit this **Supplemental Application** for the **CEERM** program.

Further affiant sayeth not.

\_\_\_\_\_  
Agent's Signature

\_\_\_\_\_  
Agent's Name & Title

\_\_\_\_\_  
Agent's Mailing Address

\_\_\_\_\_  
Agent's Telephone Number

\_\_\_\_\_  
Applicant's Name

\_\_\_\_\_  
Applicant's Mailing Address

\_\_\_\_\_  
Applicant's e-mail address

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

**LOCAL APPROVAL**

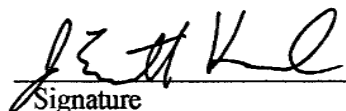
A certified copy of a resolution or ordinance from the municipality in which the real estate is located (or the County Board, if the real estate is located in an unincorporated area) should accompany this Application. The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B Application and that it finds Class 6B necessary for development to occur on the subject property. If a resolution is unavailable at the time the application is filed, a letter from the municipality or the County Board, as the case may be, stating that a resolution or ordinance supporting the incentive has been requested may be filed with this application instead. If the applicant is seeking to apply based on the reoccupation of abandoned property and will be seeking a finding of "special circumstances" from the municipality, in addition to obtaining a letter from the municipality confirming that a resolution or ordinance supporting the incentive has been requested, the applicant must file a letter from the County Board confirming that a resolution validating a municipal finding of special circumstances has been requested. If, at a later date, the municipality or the County Board denies the applicant's request for a resolution or ordinance, the applicant will be deemed ineligible for the Class 6B incentive, whether or not construction has begun. In all circumstances, the resolution must be submitted by the time the applicant files an "Incentive Appeal".

**FINALIZING THE INCENTIVE PROCESS**

In order to finalize the class change you will need to file an **Incentive Appeal** with supporting documentation (including **Proof of Occupancy**) in the year that the property has been substantially occupied. It is advised that you access our website ([www.cookcountyassessor.com](http://www.cookcountyassessor.com)) to determine the allowable filing dates for such action.

**When filing an appeal requesting an Incentive Class Change, a \$100.00 filing fee (made out to the Cook County Assessor) must be included. The property cannot receive Class 6B designation until you file an Incentive Appeal Form, AND this office grants reclassification for the parcel(s).**

**I, the undersigned, certify that I have read this Application and that the statements set forth in this Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters, the undersigned certifies that he/she believes the same to be true.**

  
\_\_\_\_\_  
Signature

J. Emmett Hammond  
\_\_\_\_\_  
Print Name

6/3/26  
\_\_\_\_\_  
Date

Representative  
\_\_\_\_\_  
Title



**PROCEDURES AND APPLICATION  
FOR VILLAGE OF WHEELING CONSIDERATION  
OF COOK COUNTY REAL ESTATE CLASSIFICATIONS  
CLASS 6b, 6b SER, 7a, 7b, 7c**

Village of Wheeling  
Department of Economic Development  
2 Community Boulevard  
Wheeling, Illinois 60090

Attn: Len Becker  
Economic Development Director  
email: [lbecker@wheelingil.gov](mailto:lbecker@wheelingil.gov)  
(847) 499-9094  
[www.wheelingil.gov](http://www.wheelingil.gov)  
[www.choosewheeling.com](http://www.choosewheeling.com)

Updated March 17, 2025

**Intent and Policies for the Village of Wheeling Review of  
Cook County CLASS 6b, 6b SER, 7a, 7b, 7c Property Tax Incentives:**

**Intent**

The Village of Wheeling is proactive with fostering a robust local economy. One way that the Village bolsters our business community is by supporting certain property tax abatements through the Cook County Class 6 and 7 classifications under certain circumstances. The main intentions of utilizing these programs are to modernize the commercial and industrial building stock found within Wheeling as well as reactivate vacant properties or to encourage redevelopment so such buildings and properties do not contribute to blight and result in deleterious conditions. To ensure clear and fair administration of this program, all applicants shall adhere to the policies and requirements identified in this application as well as the respective Cook County ordinances and application. The specific Cook County Property Tax Abatement classifications that the Village of Wheeling will accept for Village Board consideration are as follows:

- Class 6b and Class 6b SER
- Class 7a
- Class 7b
- Class 7c

The sub-categories (applicable to their respective classification) that will be considered by the Village include new construction, substantial rehabilitation, abandoned property, special circumstances, TEERM, and CEERM.

**Policies**

In addition to all policies and ordinances that Cook County requires, the Village of Wheeling representatives will review the additional policies listed below when considering any Cook County Property Tax Abatement Application. The additional policies are as follows:

- A pre-application meeting is required where the proposed applicant shall meet with the Economic Development Director to go over the proposed request and improvements to the subject building/property.
- All Class 7a, 7b, and 7c applications shall include and identify the specific end user businesses that generate sales tax, food and beverage tax, or hotel/motel tax at the time of submitting this application. The tax producing users shall be opened within two years of receiving a Village of Wheeling Resolution supporting the requested Class 7.
- All approved Class 7a, 7b, and 7c designations shall maintain the sales tax, food and beverage tax, or hotel/motel tax component of the business throughout the life of the property tax abatement period.

- No outstanding fines, fees or property maintenance violations shall be active against the subject property at the time of filling this application.
- Any applicant that is applying for a Class 6b special circumstance category must prove that the subject building or property has been completely unused and unoccupied for at least six months, unless the prospective end user can prove that the business that will occupy the premises generates sales tax or if the applicant proves that “but for” the incentive, the applicant will relocate and/or close their Wheeling location.
- All proposed improvements identified in the submitted application shall be completed within two years of receiving the approved Resolution from the Village.
- As mentioned in the Intent section above, the Village of Wheeling will not accept nor approve any request for an extension of any Cook County Property Tax Abatement for properties within the Village unless special circumstances are verified.

**Procedures for the Village of Wheeling  
Review of Cook County  
Class 6b, 6b SER, 7a, 7b, 7c Property Tax Incentive:**

- 1 Please review the applicable Cook County Assessor’s Office Class 6 and 7 Eligibility Bulletin ([click here to access Cook County’s Eligibility Bulletins](#)) before completing the Village of Wheeling’s application. The Eligibility Bulletin will help applicants to determine if they qualify for the respective property tax incentive.

**PLEASE NOTE THAT AN APPLICATION TO COOK COUNTY MUST BE MADE PRIOR TO OCCUPANCY OF THE BUILDING OR COMMENCEMENT OF CONSTRUCTION OR REHABILITATION. FAILURE TO DO SO MAY JEOPARDIZE THE APPLICANT’S ABILITY TO QUALIFY FOR THE REQUESTED CLASSIFICATION.**

- 2 Applicant must complete the Village of Wheeling’s application for a Cook County property tax incentive (enclosed). Contact should also be made with the Cook County Assessor’s Office ([www.cookcountyassessor.com](http://www.cookcountyassessor.com)). The completed Village application, and a copy of the filled-out Cook County application should be submitted to Village staff who will review it for completeness. **Please ensure that the Living Wage Affidavit, the Economic Disclosure Statement and the completed IC-IQ Form are submitted with the filled out Cook County application and submitted to the Village of Wheeling for review to the mailing address below:**

Village of Wheeling  
Department of Economic Development  
Attn: Len Becker  
2 Community Boulevard  
Wheeling, Illinois 60090

Inquiries regarding the application form and review process should be directed to the Village of Wheeling’s Department of Economic Development by email to: [lbecker@wheelingil.gov](mailto:lbecker@wheelingil.gov) or phone: (847) 499-9094.

- 3 Application fee: The applicant must submit a \$950.00 non-refundable application fee for a 6b, 6b SER, 7a, and 7b application (a Class 7 c requires a \$475.00 non-refundable application). This fee covers the administrative costs of the Village. Additional fees may be required if the Village's Director of Economic Development determines that it will be necessary to employ third party, non-Village employee consultants to review and analyze the application, and/or prepare reports or draft documents relative to the application or the approval thereof.
- 4 Village staff will review the submitted application. After it is determined that all necessary information has been submitted, an evaluation of the request will be prepared and submitted to the Village Board, and staff will inform the applicant of the date the item will appear before the Village Board for review.

General Note: The applicant is requested to present the information in a format that is identified in the application. Supplemental information may be required should the Village determine it necessary.

The Village Board meeting should be attended by a representative of the property owner and the intended user. The representatives should be prepared to respond to any questions related to the property, the plans for its use, and any intended improvements.

- 5 The Village Board typically considers the approval of the application at the same Village Board meeting as any related Plan Commission approvals / cases relating to the project. If approved, a certified copy of the approval Resolution will be mailed to the applicant.
- 6 Submit the completed Cook County Eligibility Application for the specified classification, along with any required supporting documents, including a certified copy of the Village's approval Resolution, to the Cook County Assessor's Office to the address below:

Development Incentives  
Office of the Cook County Assessor  
118 North Clark Street, Room 312  
Chicago, IL 60602

7. The construction, expansion and/or rehabilitation must begin within one (1) year of the date Cook County approves the application. If an application has been approved and is not acted upon within the required one (1) year, re-application is necessary, using the original Resolution, along with a letter from the Village indicating that the approval Resolution is still valid. As identified in the Policy section above, all proposed improvements with this application shall be completed within two years of the approved Village of Wheeling Resolution. Failure to complete the proposed improvements within two years, will result in the Village rescinding its original Resolution of support.

**VILLAGE OF WHEELING - CLASS 6b, 6b SER, 7a, 7b, 7c APPLICATION**

This original, signed application, complete with all supporting documents and the application fee, must be filed to be considered for Village approval. Please type or print clearly.

**COVER LETTER:**

Please provide a cover letter describing the applicant's background, property condition, and the applicant's plans for the property, including any plans for improvement or expansion. The narrative should also describe the user's operations, current employment and future employment projections, and any projected benefits to the community if the incentive should be granted.

**APPLICANT INFORMATION:**

Type of Application (Circle one):  Class 6b,  6b SER,  7a,  7b,  7c

Property Status (check one) New Construction ( ) Substantial Rehabilitation ( )

Abandoned Property ( ) Special Circumstances ( ) TEERM ( ) CEERM ( )

**Proposed Property Owner:**

Name: JEH3 Holdings, LLC Phone: (847) 848-2427

Address: 327 Country Club Rd, Lake Zurich, IL

Email: [REDACTED]

**Agent/Representative (if applicable):**

Name: J. Emmett Hammond Phone: (847) 848-2427

Address: 327 Country Club Rd, Lake Zurich, IL

Email: [REDACTED]

**DESCRIPTION OF SUBJECT PROPERTY:**

Street Address: 130-150 Carpenter Avenue, Wheeling, Illinois

**Permanent Real Estate Index Number(s):**

03-11-304-005-0000      03-11-304-006-0000

Attach following:    Legal Description (Exhibit A typed up in a Word document and submitted electronically)  
                              Site Dimension & Square Footage/Plat of Survey (Exhibit B)  
                              Building Dimensions/Site Plan (Exhibit C)

**IDENTIFICATION OF PERSONS OR ENTITIES HAVING AN INTEREST:**

Attach (as Exhibit D) a complete list of all legal owners, developers, occupants and other interested parties (including all beneficial owners of a corporation, limited liability company and/or land trust), identified by names and addresses, having an interest in the subject property and the proposed user and the nature and extent of this interest.

**PROPERTY USE:**

1. Attach a description of the precise nature and extent of the use(s) of the subject property (Exhibit E). Specify, where applicable, the amount/percentage of floor area devoted to all primary and ancillary uses.
2. Current zoning of property: I-3 General Industrial. If zoning amendments, variations, and/or other zoning relief will be required relative to the proposed plans for improvement or expansion, specify proposed amendment(s), variation(s) and/or other zoning relief that will be sought:

None sought at this time

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3. Impact of pollution if property is developed as proposed. Specify pollutants in reference to the following types (Exhibit F):
  - A. Water/type of effluent
  - B. Airborne contaminants
  - C. Toxic substances
  - D. Odor
  - E. Glare
  - F. Noise
4. List properties researched as possible alternative locations for proposed end users (Exhibit G).

5. Traffic: Projected number of vehicles entering and leaving the subject property per day:

Automobiles 45-55 Trucks 3-4

EVIDENCE OF NEW CONSTRUCTION, SUBSTANTIAL REHABILITATION, OR REUTILIZATION OF ABANDONED PROPERTY:

For all applications:

- Real Estate Contract (Exhibit H): attach a copy of the executed Real Estate Contract for the subject property.

If you are furnishing the contract requested under a claim that said information is proprietary, privileged and/or confidential, and that disclosure thereof would cause competitive harm to you and/or your business, please check here x, and sign and date below.

By: J. Emmett Hammond

Title: Representative

Name: J. Emmett Hammond

Date: 6 / 4 / 26

By adding the foregoing, the financial information that is supplied will be exempt from disclosure, in the face of a FOIA request, pursuant to 5 ILCS 140/7(1)(g).

- Copies of the most recent three (3) years' property tax bills for the existing property or the number of annual property tax bills requested in the respective Cook County Eligibility Bulletin (Exhibit I).

For new construction and substantial rehabilitation:

- Architectural plans or schematic drawings (Exhibit J)
- Dates or estimated dates of construction commencement and completion:

Commencement: Q3 2026    Completion: Q4 2026/Q1 2027

- Detailed contractor bids and estimates from an unrelated entity to any applicant or affiliated business showing an itemization of all proposed improvements (Part of Exhibit J)

- Itemized description of total cost (including land) and extent of new construction or substantial rehabilitation (Exhibit K)

For reutilization of abandoned property:

- Duration of abandonment: include affidavits of abandonment, records from utility companies showing proof of reduced services, Internal Revenue Service statements, court records, etc. (Exhibit L)
- Abandoned or vacant buildings – In addition to the requirements of Cook County as to the definition of such buildings, the applicant may provide documentation, and the Village Board may wish to consider, if any combination of the factors noted in Appendix A exist.

These criteria may be used to determine if “special circumstances” exist which warrant the granting of the requested classification. (Exhibit M)

- Architectural plans or schematic drawings (Exhibit J)
- Dates or estimated dates of construction commencement and completion:
- Detailed contractor bids and estimates from an unrelated entity to any applicant or affiliated business showing an itemization of all proposed improvements (Part of Exhibit J)

EMPLOYMENT OPPORTUNITIES:

Attach estimates of the following employment information (Exhibit N):

- Temporary employment positions (employed in construction).
- Permanent employment, both full-time and part-time, that will occur at the facility upon occupation. Differentiate between current employees, if any, which will be transferred from the applicant's existing facility or facilities and new employment positions that will be created in three, five, and ten years after the subject property is occupied.

FINANCIAL INFORMATION:

Attach the applicant's audited financial statements for the previous three (3) years (Exhibit O). In addition, attach the most current profit/loss statement of the applicant.

If you are furnishing the financial information requested under a claim that said information is proprietary, privileged and/or confidential, and that disclosure thereof would cause competitive harm to you and/or your business, please check here   x  , and sign and date below.

By: J. Emmett Hammond

Title: Representative

Name: J. Emmett Hammond

Date: 6 / 4 / 20

By adding the foregoing, the financial information that is supplied will be exempt from disclosure, in the face of a FOIA request, pursuant to 5 ILCS 140/7(1)(g).

Please note: If the Village determines that an independent financial analysis is required, the consulting fees associated with the analysis shall be borne by the applicant as an additional charge and shall be paid to the Village prior to the Village Board taking any action on the approval Resolution.

FISCAL EFFECT:

Report the projected fiscal impact that the proposed facility will have on the Village (Exhibit P). In the projection, provide a comparison of the property taxes for the following scenarios:

- 1) The subject property is fully occupied and receives no incentive;
- 2) The subject property is occupied and receives the requested abatement classification;
- 3) The subject property remains vacant and receives vacancy relief.

Also in this exhibit, include a description of sales tax generation and any other State and/or local revenues that are anticipated to be generated.

OTHER INDUCEMENTS:


State and describe whether any other financial inducements, such as industrial development revenue bonds, EDGE Tax Credits, tax increment financing, State grants, etc., are anticipated to be sought or required by the applicant (Exhibit Q).

JUSTIFICATION:

Please present your reasons for applying for the requested abatement classification (Exhibit R). It is the position of the Village that valid reasons, and a demonstration that the project will not proceed without the abatement classification, are required to receive Village approval for the reclassification.

CERTIFICATION:

I hereby certify that the preceding application and all attachments are true and correct and that all applicants will comply with all policies and regulations identified in this application as well as the Cook County Application.

  
Signature

J. Emmett Hammond  
Name

6/4/26  
Date

Representative  
Title

## APPENDIX A

### EXPLANATION OF CRITERIA FOR REUTILIZATION OF ABANDONED PROPERTY

1. AGE - Structure(s) more than 35 years old.
2. OBSOLESCENCE - The condition of falling into disuse because of: characteristics limiting the use and marketability of structures; persistent or chronic market rejection.
3. DETERIORATION - Physical deficiencies or disrepair in buildings or site improvements requiring treatment or repair beyond normal maintenance.
4. LACK OF VENTILATION, LIGHT, OR SANITARY FACILITIES - Structures that fail to provide adequate ventilation, light, or sanitary facilities as required by local building codes.
5. INADEQUATE UTILITIES - Underground and overhead utilities which are of insufficient capacity to serve the project; deteriorated, antiquated, obsolete, or in disrepair.
6. EXCESSIVE COVERAGE - Ratio of floor area to lot area in excess of zoning standards.
7. DELETERIOUS LAND USE - Incompatible land use relationships or uses which may be considered noxious, offensive, or environmentally unsuitable.
8. DEPRECIATION OF MAINTENANCE - The effects of deferred maintenance and the lack of maintenance of buildings, improvements, and grounds.
9. ILLEGAL USE OF INDIVIDUAL STRUCTURES
10. PRESENCE OF STRUCTURES BELOW MINIMUM CODE STANDARDS
11. DETRIMENTAL TO THE PUBLIC SAFETY, HEALTH, MORALS OR WELFARE
12. APPLICANT DESIRES TO RENOVATE OR REHABILITATE THE BUILDING

**EDS AFFIDAVIT**

I, Emmett Hammond as agent for JEH3 Holdings, LLC (the "Applicant") does hereby certify that it would attest to the following facts as required by Sections 74-46 and 74-62 through 74-73 of the Cook County Code if called to testify:

1. That I am a duly authorized agent for Applicant JEH3 Holdings, LLC who is the contract purchaser located at located at 130-150 Carpenter Ave., Wheeling, Illinois 60090 (PINs: 03-11-304-005/-006) (the "Subject Property").

2. The Applicant does not directly hold title to any other property in Cook County

3. Applicant's ownership is as follows:

See enclosed.

4. To my knowledge and after reviewing the Applicant's records, Applicant is not delinquent in the payment of any property taxes administered by Cook County or by a local municipality.

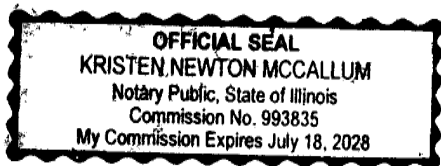
Further Affiant Sayeth Not

J. Emmett Hammond

Date: 6/4/26

Subscribed and sworn before me  
This 4<sup>th</sup> day of June, 2026

Kristen Newton McCallum  
Signature of Notary Public



**Identification of Persons Having an Interest in the Property**

130-150 Carpenter Avenue,  
Wheeling, Illinois 60090  
PINs: 03-11-304-005/-006

**Applicant:**

- JEH3 Holdings, LLC  
J. Emmett Hammond III – 100% Ownership  
327 Country Club Rd,  
Lake Zurich, IL 60047

**Occupant:**

- Jensah Corp. d/b/a Unity Manufacturing (the “Occupant” or “Unity”)

The Applicant plans to purchase, improve and lease the site to related entity Jensah Corp. d/b/a Unity Manufacturing (the “Occupant” or “Unity”). Unity Manufacturing Company is a legacy Chicago-based manufacturer of specialty vehicle lighting products founded on the south side of Chicago in 1918. Today, Unity operates as a longstanding U.S. manufacturer serving the automotive, truck, emergency, utility, off-road, agricultural, towing, snowplow, and service-vehicle markets.

**Legal Description, Site and Building Square Footage**

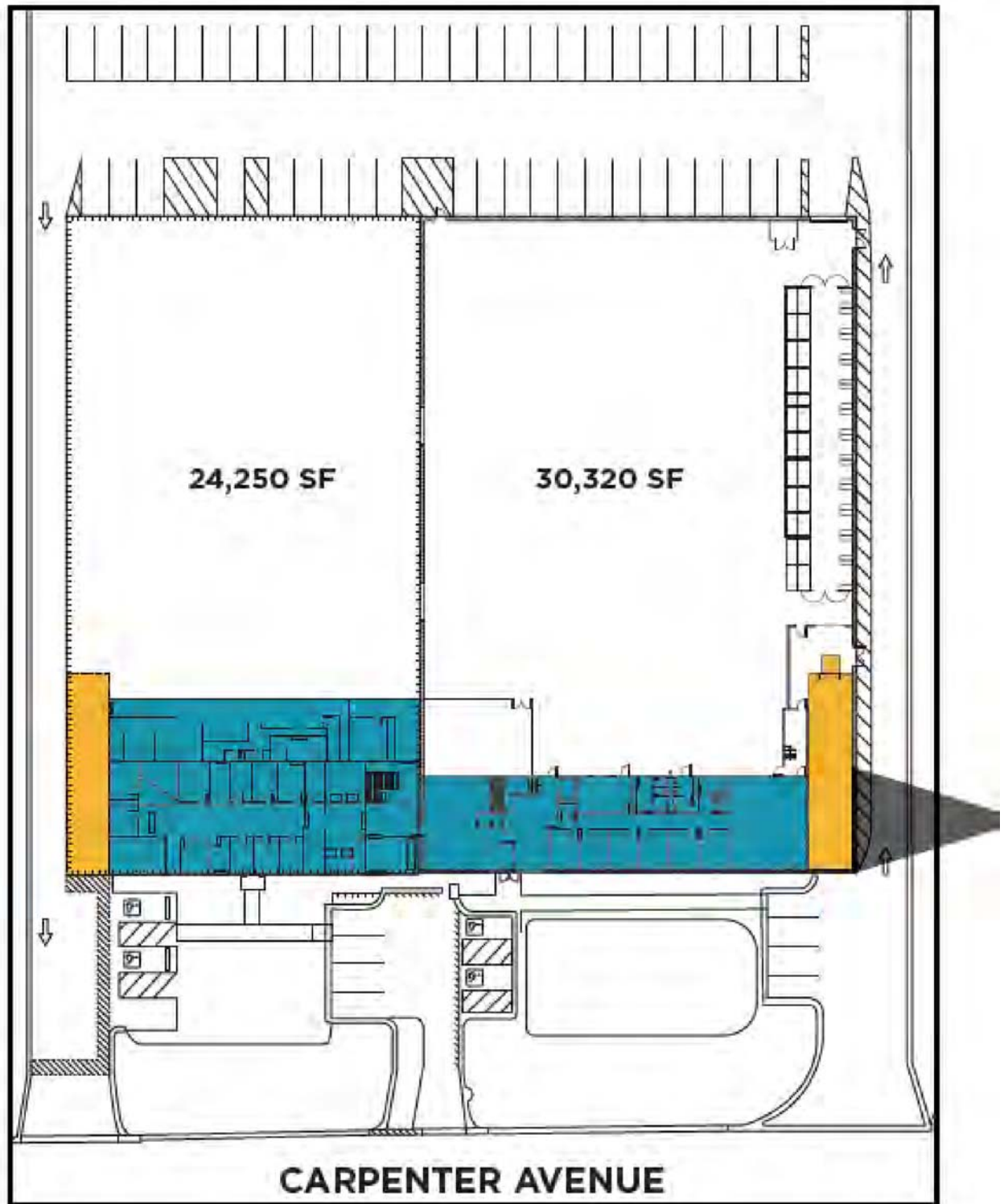
130-150 Carpenter Avenue,  
Wheeling, Illinois 60090  
PINs: 03-11-304-005/-006

The Subject Property currently consists of an approximately 58,535 square foot industrial facility sited on 119,964 square feet of land. The facility is divisible for flexible occupancy and includes two (2) interior docks, one (1) drive-in-door, parking for 100+ vehicles and ceiling heights of 15'9" and 22'11" to accommodate various industrial uses. The site also features approximately 7,500 square feet of office space, including a second story component.

The property is strategically located near major transportation routes, including I-294 and Lake Cook Road provides excellent regional connectivity & easy access to the Chicago metropolitan area for industrial operations. The site is currently zoned I-3, General Industrial District, which is intended to accommodate uses that are not otherwise provided for in other districts and which, because of their intensive, predominantly industrial nature, access needs, employment generation and automobile and truck traffic generation need to be isolated from other uses. It is intended that the I-3 general industrial district will provide for orderly development and redevelopment to meet the demand for such uses. The site is correctly zoned for the tenant's proposed operations and no relief or variations are expected.

Attached hereto please find:

- Legal description
- Survey
- Site Plan
- Current Aerial of Subject Property
- Current Street View of the Subject Property



W MANCHESTER DR

W MANCHESTER DR

CHA

CARPENTER AVE

CARPENTER AVE

03-11-101-037

03-11-101-036

03-11-101-035

03-11-101-034

03-11-101-033

03-11-101-032

03-11-101-031

03-11-101-030

03-11-101-029

03-11-101-028

03-11-101-027

03-11-101-026

03-11-101-025

03-11-101-024

03-11-101-023

03-11-101-022

03-11-101-021

03-11-304-003

03-11-304-004

03-11-304-005

03-11-304-006

03-11-304-011

03-11-304-010





150 Carpenter Ave  
Wheeling, Illinois  
Google Street View  
Jun 2025 See more dates

Share X



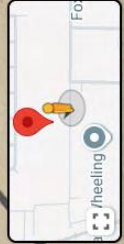
Google Maps

Image capture: Jun 2025 © 2026 Google United States Terms Privacy Report a problem



122 Carpenter Ave  
Wheeling, Illinois  
Google Street View  
Jun 2025 See more dates

Share X



Google Maps

Image capture: Jun 2025 © 2026 Google United States Terms Privacy Report a problem



161 Carpenter Ave  
Wheeling, Illinois  
Google Street View  
Jun 2025 See more dates

Share X



Google Maps

Image capture: Jun 2025 © 2026 Google United States Terms Privacy Report a problem

**Alternative Locations**

130-150 Carpenter Avenue,  
Wheeling, Illinois 60090  
PINs: 03-11-304-005/-006

The Applicant has not looked at any other alternative locations for this particular project.

**Previous Years' Taxes**

130-150 Carpenter Avenue,  
Wheeling, Illinois 60090  
PINs: 03-11-304-005/-006

See enclosed.

# 03-11-304-006-0000



### PROPERTY ADDRESS

150 CARPENTER AVE  
WHEELING  
60090  
Township: WHEELING

### MAILING ADDRESS

ELENCO ELECTRONIC CO  
150 W CARPENTER AV  
WHEELING, IL 60090

[Update Name or Mailing Address](#)

### PROPERTY CHARACTERISTICS

#### CURRENT INFORMATION

**Assessed Value:**  
(2023 Assessor Certified) 226,849  
**Assessment Information:** 226,849  
**Estimated Property Value:** \$907,396  
[Assessed Value History](#)  
**Lot Size (SqFt):** 59,982  
**Building (SqFt):**  
**Property Class:** 5-93  
**Property Class Description**  
**Tax Rate :** 11.430  
**Tax Rate History**  
**Tax Code :** 38055

[Taxing Districts' Financial Statements](#)  
[Tax Rate Information](#)

### APPEALS

2025: Not Available  
2024: Not Available  
2023: Not Available  
2022: Not Available  
2021: Not Available  
2020: Appeal Filed

[More Appeal Information](#)

### EXEMPTIONS

2025: Not Available  
2024: 0 Exemptions Received  
2023: 0 Exemptions Received  
2022: 0 Exemptions Received  
2021: 0 Exemptions Received  
2020: 0 Exemptions Received

[More Exemption Information](#)

### TAX BILLED AMOUNTS & TAX HISTORY

2025: \$43,289.26\*  
2024: \$78,707.68 Paid in Full  
2023: \$76,025.80 Paid in Full  
2022: \$72,504.63 Payment History  
2021: \$82,185.02 Payment History  
2020: \$80,045.93 Payment History  
\*=(1st Install Only)

[More Tax Bill Information](#)

# 03-11-304-005-0000



### PROPERTY ADDRESS

130 CARPENTER AVE  
WHEELING  
60090  
Township: WHEELING

### MAILING ADDRESS

ELENCO ELECTRONICS  
150 W CARPENTER AV  
WHEELING, IL 60090

[Update Name or Mailing Address](#)

### PROPERTY CHARACTERISTICS

#### CURRENT INFORMATION

**Assessed Value:**  
(2023 Assessor Certified) 314,085  
**Assessment Information:** 314,085  
**Estimated Property Value:** \$1,256,340  
[Assessed Value History](#)  
**Lot Size (SqFt):** 59,982  
**Building (SqFt):**  
**Property Class:** 5-93  
**Property Class Description:**  
**Tax Rate:** 11.430  
[Tax Rate History](#)  
**Tax Code:** 38055

[Taxing Districts' Financial Statements](#)

[Tax Rate Information](#)

### APPEALS

2025: Not Available  
2024: Not Available  
2023: Not Available  
2022: Not Available  
2021: Not Available  
2020: Appeal Filed

[More Appeal Information](#)

### EXEMPTIONS

2025: Not Available  
2024: 0 Exemptions Received  
2023: 0 Exemptions Received  
2022: 0 Exemptions Received  
2021: 0 Exemptions Received  
2020: 0 Exemptions Received

[More Exemption Information](#)

### TAX BILLED AMOUNTS & TAX HISTORY

2025: \$59,936.31\*  
2024: \$108,975.13 Paid in Full  
2023: \$105,262.17 Paid in Full  
2022: \$100,386.81 Payment History  
2021: \$107,816.82 Payment History  
2020: \$105,010.56 Payment History  
\*=(1st Install Only)

[More Tax Bill Information](#)

**Industrial Use & Employment**

130-150 Carpenter Avenue,  
Wheeling, Illinois 60090  
PINs: 03-11-304-005/-006

Unity Manufacturing Company is a legacy Chicago-based manufacturer of specialty vehicle lighting products founded on the south side of Chicago in 1918. In the mid-1920s, Unity began producing its signature post-mount spotlights, then expanded in the 1930s into automotive and heavy-duty truck road lights. The company later moved to its current 160,000-square-foot facility at 1260 N. Clybourn Avenue in Chicago in 1960, which helped support its expansion into emergency lighting products for police, fire, and other emergency vehicles.

Today, Unity operates as a longstanding U.S. manufacturer serving the automotive, truck, emergency, utility, off-road, agricultural, towing, snowplow, and service-vehicle markets. More importantly, the Company has created tight relationships with the ‘Big 3’ automaker brands. Core products include post-mount spotlights, roof-mount spotlights, fog lights, driving lights, off-road lights, work lights, hand-held spotlights, deck lights, 360-degree warning lights, and custom wire harnesses. Today, Unity stands as the world’s largest manufacturer of post-mount spotlights and a major original equipment supplier of auxiliary and emergency lighting products. Among others, the Company’s capabilities include chrome plating, buffing and polishing, machining, stamping, gear cutting, assembly, wire-harness production, CAD design, and prototyping.

Assuming the 6b tax incentive is granted, Unity plans on transferring its current 50+ employees to the site with further expansions scheduled in the next 2-3 years. Based on the Employee Economic Impact Chart, an estimated 50 employees would be expected to generate approximately **\$63,563** in additional Village revenue as compared to a vacant facility.

<b>Employee Economic Impact Chart</b>					
<b>Purchase</b>	<b>Emp.</b>	<b>%</b>	<b>Exp./Week</b>	<b>Weeks</b>	<b>Total</b>
Lunch	50	55%	\$55	50	\$75,625
Grocery	50	30%	\$50	50	\$37,500
Consumer Goods	50	25%	\$35	50	\$21,875
Entertainment	50	15%	\$55	50	\$20,625
Auto-Gas	50	75%	\$30	50	\$56,250
<b>TOTAL</b>					<b>\$211,875</b>
<b>TOTAL OVER 12 YEARS</b>					<b>\$2,542,500</b>

For more information on Unity please visit its website below:

<https://www.unityusa.com/>

**Financial Information**

130-150 Carpenter Avenue,  
Wheeling, Illinois 60090  
PINs: 03-11-304-005/-006

Applicant to set up an in-person meeting to go over financials if necessary.

**Property Improvements & Economic Analysis**

130-150 Carpenter Avenue,  
Wheeling, Illinois 60090  
PINs: 03-11-304-005/-006

As mentioned, Unity has identified Subject Property as an ideal location to continue the Company’s expansion. The Applicant is under contract to purchase the property for **\$4,650,000**, contingent on receiving a 6b tax incentive for the proposed new facility. The Company is in process of receiving bids but plans to spend upwards of **\$400,000** on improvements over the next four years, however plans to immediately add an additional dock to the site and reconfigure the office space.

After the proposed construction and subsequent reoccupation, the Applicant expects the property to have a stabilized market value of around \$5,050,000, which would generate approximately \$2,365,284 in taxes over the life of the incentive (**or approx. \$175,214 per year**). Without the incentive, the Applicant will not close on the property, leaving the site vacant and unused. Based on the final 2025 Board Certified value with full vacancy relief, Subject Property would generate only \$1,657,809 in taxes over the life of the incentive (**or approx. \$138,151 per year**). Therefore, should the Class 6b be approved, the Subject Property would generate **\$707,574** in additional real estate taxes over the life of the Class 6b Tax Incentive. Please see the attached “12 Year Tax Comparison Chart.”

As mentioned previously, Unity also expects its employees and visitors will frequent Village restaurants, gas stations, stores and more. In total, the purchase, rehabilitation and reoccupation of the Subject Property is expected to generate over **\$3,000,000** in additional revenue over the life of the incentive (not including any potential sales tax revenue generated)

130-150 Carpenter Avenue  
 Wheeling, Illinois  
 (PINS: 03-11-304-005/-006)

**Estimated Taxes Based on:**  
**Proposed Purchase Price + Approx. \$400,000 in Improvements & a 6b Incentive**  
*Compared to*  
**Current Market Value at Full Vacancy & No 6b Incentive**  
*Compared to*  
**Proposed Purchase Price + Approx. \$400,000 in Improvements & no 6b Incentive**

Tax Year	2024 Tax Rate	2024 Multiplier	Estimated Effective Tax Rate*	Estimated Market Value	Assessment Level with a Class 6b**	Estimated Assessed Value With a Class 6b	Estimated Tax With a Class 6b	Estimated Market Value	Assessment Level With NO Class 6b	Estimated Assessed Value Without a Class 6b	Estimated Taxes at Full Vacancy Without a Class 6b	Proposed Purchase Price + Approx. \$400,000 in Improvements & a 6b Incentive	Assessment Level With NO Class 6b	Estimated Assessed Value Without a Class 6b	Estimated Taxes at Full Vacancy & No 6b Incentive	Proposed Purchase Price + Approx. \$400,000 in Improvements & no 6b Incentive	Assessment Level With NO Class 6b	Estimated Assessed Value Without a Class 6b	Estimated Taxes at Full Vacancy & No 6b Incentive
2027	11.430%	3.0355	34.696%	\$5,050,000	10%	\$505,000	\$175,214	\$1,599,711	25%	\$398,178	\$138,151	\$5,050,000	25%	\$1,256,975	\$436,117	\$5,050,000	25%	\$1,256,975	\$436,117
2028	11.430%	3.0355	34.696%	\$5,050,000	10%	\$505,000	\$175,214	\$1,599,711	25%	\$398,178	\$138,151	\$5,050,000	25%	\$1,256,975	\$436,117	\$5,050,000	25%	\$1,256,975	\$436,117
2029	11.430%	3.0355	34.696%	\$5,050,000	10%	\$505,000	\$175,214	\$1,599,711	25%	\$398,178	\$138,151	\$5,050,000	25%	\$1,256,975	\$436,117	\$5,050,000	25%	\$1,256,975	\$436,117
2030	11.430%	3.0355	34.696%	\$5,050,000	10%	\$505,000	\$175,214	\$1,599,711	25%	\$398,178	\$138,151	\$5,050,000	25%	\$1,256,975	\$436,117	\$5,050,000	25%	\$1,256,975	\$436,117
2031	11.430%	3.0355	34.696%	\$5,050,000	10%	\$505,000	\$175,214	\$1,599,711	25%	\$398,178	\$138,151	\$5,050,000	25%	\$1,256,975	\$436,117	\$5,050,000	25%	\$1,256,975	\$436,117
2032	11.430%	3.0355	34.696%	\$5,050,000	10%	\$505,000	\$175,214	\$1,599,711	25%	\$398,178	\$138,151	\$5,050,000	25%	\$1,256,975	\$436,117	\$5,050,000	25%	\$1,256,975	\$436,117
2033	11.430%	3.0355	34.696%	\$5,050,000	10%	\$505,000	\$175,214	\$1,599,711	25%	\$398,178	\$138,151	\$5,050,000	25%	\$1,256,975	\$436,117	\$5,050,000	25%	\$1,256,975	\$436,117
2034	11.430%	3.0355	34.696%	\$5,050,000	10%	\$505,000	\$175,214	\$1,599,711	25%	\$398,178	\$138,151	\$5,050,000	25%	\$1,256,975	\$436,117	\$5,050,000	25%	\$1,256,975	\$436,117
2035	11.430%	3.0355	34.696%	\$5,050,000	10%	\$505,000	\$175,214	\$1,599,711	25%	\$398,178	\$138,151	\$5,050,000	25%	\$1,256,975	\$436,117	\$5,050,000	25%	\$1,256,975	\$436,117
2036	11.430%	3.0355	34.696%	\$5,050,000	10%	\$505,000	\$175,214	\$1,599,711	25%	\$398,178	\$138,151	\$5,050,000	25%	\$1,256,975	\$436,117	\$5,050,000	25%	\$1,256,975	\$436,117
2037	11.430%	3.0355	34.696%	\$5,050,000	15%	\$757,500	\$262,820	\$1,599,711	25%	\$398,178	\$138,151	\$5,050,000	25%	\$1,256,975	\$436,117	\$5,050,000	25%	\$1,256,975	\$436,117
2038	11.430%	3.0355	34.696%	\$5,050,000	20%	\$1,010,000	\$350,427	\$1,599,711	25%	\$398,178	\$138,151	\$5,050,000	25%	\$1,256,975	\$436,117	\$5,050,000	25%	\$1,256,975	\$436,117
				<b>Total Estimated Taxes (2027 to 2038)</b>		<b>\$2,365,364</b>		<b>Total Estimated Taxes (2027 to 2038)</b>		<b>\$1,657,909</b>		<b>Total Estimated Taxes (2027 to 2038)</b>		<b>\$5,233,406</b>		<b>Total Estimated Taxes (2027 to 2038)</b>		<b>\$5,233,406</b>	

Property Tax Revenue Generated from the Property's Class 6b Tax Incentive:	<b>\$707,574</b>
Estimated Annual Employee Impact of ~50 Full-Time Employees	<b>\$211,875</b>

**Notes:**  
 \* The 2024 Effective Tax Rate (the 2024 tax rate x the 2024 multiplier) was used. It does not take into account any increases or decreases in the Effective Tax Rate between 2024 and 2037.  
 \*\*The above is based on the assumption that the Class 6b Tax Incentive for the subject property will be granted in 2026 and activated in 2026/2027.  
 \*\*\*A 20% occupancy factor was applied to the 2025 Assessor Building Assessed Value, which was then added to the 2025 Assessor Land Assessed Value to create a revised 2025 Assessed Value with Total Vacancy Reduction. The revised 2025 Assessed Value with Total Vacancy Reduction was then multiplied by 4 to create the "Estimated Market Value Based on 4x Full Vacancy and No Improvements"

**The above estimates are speculative, and should be treated as such.**

**Justification**

100 E. Palatine

Wheeling, Illinois 60090

PIN: 03-14-402-007-0000

The Purchase & Sales Agreement for this property includes a 6b contingency provision, whereby the buyer can elect to cancel the contract if they are not satisfied with their ability to obtain a 6b. Thus, without the assistance from the Class 6b Tax Incentive, the Applicant will not purchase the Subject Property. The Applicant has determined that without the incentive, the heavy Cook County property tax burden (**34.696% Effective Tax Rate**) will make the **\$5,000,000+ investment** at the site infeasible and will force Unity to move this particular project to a neighboring county or state. In the event that the Applicant does not purchase the Subject Property, it will remain vacant and unused, thereby drastically lowering tax generation potential. In total, the purchase, construction and reoccupation of the proposed project is estimated to generate over **\$3,000,000+** in additional revenue over the life of the incentive.

**Inducements**

130-150 Carpenter Avenue,  
Wheeling, Illinois 60090  
PINs: 03-11-304-005/-006

N/A

**Purchase & Sales Agreement**

130-150 Carpenter Avenue,  
Wheeling, Illinois 60090  
PINs: 03-11-304-005/-006

See Enclosed.



## MEMORANDUM

**DATE:** July 6, 2026  
**FROM:** Ross Klicker, Community Development Director  
**SUBJECT:** DISCUSSION RE: Concept Review, JCW Development, 100 E. Palatine Road  
**DOLLAR AMOUNT:** N/A  
**BUDGETED:** No  
**BUDGET SOURCE:** N/A  
**RECOMMENDED ACTION:** Discussion  
**STRATEGIC PLAN THEME:** Economic Development

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### EXECUTIVE SUMMARY

JCW Development is seeking Village Board concept review of the proposed redevelopment of the approximately 3.2-acre property at 100 E. Palatine Road with construction of a new approximately 59,947-square-foot industrial office/warehouse facility to replace the existing Allstate office building.

The Zoning Code requires that new construction and significant site alterations have a concept review by the Village Board before formal consideration by the Plan Commission.

This major site plan and appearance concept review is different from a Planned Unit Development (PUD) concept review in that the concept review discussion is limited to the proposed site plan / building design, while in a PUD concept review discussion is focused on land use to promote the maximum benefit from a coordinated site plan.