



Monday, July 20, 2026
Village Board Regular Meeting Agenda

PUBLIC NOTICE - in accordance with the applicable statutes of the state of Illinois and Ordinances of the Village of Wheeling, notice is hereby given that the Regular Meeting of the President and Board of Trustees will be held in the Board Room, Wheeling Village Hall, 2 Community Boulevard, Wheeling, Illinois, 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:

1. **Call to Order**

2. **Pledge of Allegiance**

3. **Roll Call**

4. **Approval of Minutes**

- A. Approval of Minutes of the Regular Meeting of July 6, 2026

5. **Changes to the Agenda**

6. **Proclamations**

7. **Appointments and Confirmations**

8. **Administration of Oaths**

9. **Citizen Concerns and Comments**

10. **Staff Reports**

11. **Consent Agenda**

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

- A. Resolution Approving a Professional Services Agreement with Dixon Engineering, Inc. for Engineering Services Associated with the Repainting and Miscellaneous Repairs of Elevated Storage Tank 6 in the Amount of \$49,925
- B. Resolution Accepting a Bid and Approving a Contract with Dynamic Industrial Services, Inc. for Exterior Repainting with Containment and Miscellaneous Repairs of Elevated Storage Tank 6 in the Amount of \$722,000
- C. Resolution Approving Change Order No. 1 and Final to the Contract with Builders Paving, LLC for the South Dunhurst Resurfacing Project, Reducing the Final Contract Amount by \$70,751.57, from \$391,388.12 to \$320,636.55
- D. Resolution Approving an Agreement and Rider with Kimley-Horn in the Amount of \$324,700 for Architectural Services Related to the Design and Development of the Friendship Park Fountain

12. **Old Business**

13. **New Business**

All Listed Items for Discussion and Possible Action

- A. Ordinance Granting Special Use Approval to Permit the Operation of a Massage Establishment for New Asian Spa (747 W. Dundee Road) [Docket No. PSU26-0011]
- B. Ordinance Granting Special Use Approval to Permit the Operation of a Recreational and Instructional Facility for Bang DF Studio, LLC (1400 S. Wolf Road, Unit 310) [Docket No. PSU26-0012]
- C. Resolution Approving an Intergovernmental Cooperative Planning Agreement between the City of Prospect Heights and the Village of Wheeling
- D. DISCUSSION RE: Stormwater Master Plan Update

14. **Official Communications**

15. **Approval of Bills**

- A. Approval of Bills for July 1–July 15, 2026

16. **Executive Session**

17. **Action on Executive Session Items**

18. **Adjournment**

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



MEMORANDUM

DATE: July 20, 2026
FROM: Daniel Kaup, Deputy Village Manager/Public Works Director
SUBJECT: Resolution Approving a Professional Services Agreement with Dixon Engineering, Inc. for Engineering Services Associated with the Repainting and Miscellaneous Repairs of Elevated Storage Tank 6 in the Amount of \$49,925
DOLLAR AMOUNT: \$49,925
BUDGETED: Yes
BUDGET SOURCE: Water Capital Improvement Funds
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Transportation & Infrastructure

EXECUTIVE SUMMARY

Public Works recommends approval of a professional services agreement with Dixon Engineering in the amount of \$49,925 to provide engineering and inspection services associated with repainting and miscellaneous repairs of Elevated Storage Tank 6. Water Capital Improvement funds of \$50,000 are included in the 2026 Capital Improvement Plan for these engineering services.

MEMO

Background:

As a part of the Village's maintenance program, the Village Board has approved funding through the Capital Improvement Plan (CIP) to rehabilitate and repaint the interior and exterior of the Village's water infrastructure to maintain the highest water quality possible for residents and businesses. This project is for Elevated Storage Tank 6, the seventh of seven structures requiring this type of maintenance. Tank 6 is located south of McHenry Road on Fairway View Drive.

The Village previously commissioned Dixon Engineering to inspect and produce detailed design documents for the rehabilitation and re-coating of other water towers and standpipes in the Village.

Discussion:

Public Works personnel do not have the ability to perform all required engineering design, documentation, and inspection services necessary for the numerous projects contracted during a given fiscal year. In this case, review and implementation of technical engineering specification documents and constant inspections are required for interior and exterior rehabilitation work on Village water tank structures. During the rehabilitation, the water tank will be emptied, and a close inspection of the exterior walls will identify areas requiring scraping, repair, and repainting. The project will also include other minor repairs and certain hatch improvements.

Budget:

Water Capital Improvement funds of \$50,000 are included in the 2026 CIP for this engineering services contract work.

RESOLUTION NO. 26- _____

RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH DIXON ENGINEERING, INC. FOR ENGINEERING SERVICES ASSOCIATED WITH THE REPAINTING AND MISCELLANEOUS REPAIRS OF ELEVATED STORAGE TANK 6 IN THE AMOUNT OF \$49,925

WHEREAS, the Village of Wheeling's 2026 Capital Improvement Plan (CIP) allocates funds for the repainting and repair of Elevated Storage Tank 6; and

WHEREAS, given the technically complicated scope of work associated with this project, it is necessary for the Village to retain a qualified engineering consulting firm to provide technical specification preparation and construction supervision; and

WHEREAS, over the past several years, Public Works has worked with Dixon Engineering, Inc. on numerous standpipe and elevated tank related projects with successful and positive results, and is confident in its engineers' abilities to perform the engineering service responsibilities for this project; and

WHEREAS, it is in the best interest of the Village of Wheeling to approve the attached professional services agreement with Dixon Engineering, Inc.;

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 a \$49,925 professional services agreement with Dixon Engineering, Inc. for engineering services associated with the repainting with containment and miscellaneous repairs of Elevated Storage Tank 6, dated June 30, 2026 and attached hereto, is hereby approved.

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

President Horcher _____

Trustee Krueger _____ Trustee Ruffatto _____

Trustee Lang _____ Trustee Vito _____

Trustee Papantos _____ Trustee Vogel _____

ADOPTED this 20th day of 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

June 30, 2026

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

Subject: Rehabilitation

Dear Mr. Pelli,

Enclosed is the rehabilitation services proposal for the 500,000 gallon fluted column (Tank 6) water storage tank.

Our proposal is divided into a Cover Page, signature page, Exhibits, A, C, E, GP, and IR, and fee page. Exhibit A details our services. Exhibit C contains the basis of fees, invoicing, and payment matters and Attachment C-1 includes the fee rates and a breakdown of fee for services provided in this agreement. Exhibit E is the electronic documents protocol. Exhibit GP is general provisions for the agreement and exhibits. Exhibit IR is insurance and limits of liability.

We appreciate the opportunity to submit this proposal. If you have any questions, please feel free to contact me at (630) 376-8322.

FOR DIXON ENGINEERING, INC.,



Todd Schaefer
Project Manager

Enclosure



4811 S. 76th St., Suite 109
Greenfield, WI 53220
Telephone: (414) 529-1859
Fax: (414) 282-7830

**AGREEMENT BETWEEN OWNER AND DIXON
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of: _____ (“Effective date”) between **Village of Wheeling, Illinois** (“Owner/Client”) and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

IN WITNESS WHEREOF, the (“Owner/Client”) and (“DIXON”) have executed this Agreement. The Owner’s/Client’s Project, of which DIXON’s Services under this Agreement are a part, is generally identified as follows: **Phase 4 (Construction) and Phase 5 (Post-Construction) services for the 500,000 Gallon Fluted Column** (“Project”) and DIXON’s services as detailed in Exhibit A.

Other terms used in this Agreement are defined in EXHIBIT GP and EJCDC C-700, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.

This service fee is the Estimated Amount of **\$49,925**. DIXON will honor this fee for a period of 6 months from the Proposal Date (below) after which time an adjustment to this fee may be necessary. If Owner signs the Agreement after 6 months and DIXON determines no price adjustment is required, and signs Proposal as an Agreement, then this Agreement is valid.

Proposals / Agreement Signatures

Todd Schaefer, Project Manager June 30, 2026
PROPOSED by DIXON (Not a contract until approved by DIXON Project Manager or Officer) PROPOSAL DATE

APPROVED as CONTRACT BY OWNER	POSITION	DATE
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Co-SIGNATURE of Contract (if required)	POSITION	DATE
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AGREEMENT APPROVED by DIXON	POSITION	DATE
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With the execution of this Agreement, DIXON and Owner shall designate specific individuals to act as DIXON’s and Owner’s representatives with respect to the services to be performed or furnished by DIXON and responsibilities of Owner under this Agreement, said individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Designated Person: Kevin Pelli	Designated Person: Todd Schaefer
Address for Owner’s receipt of notices:	Address for DIXON’s receipt of notices:
Village of Wheeling	Dixon Engineering, Inc.
2 Community Blvd	4811 S. 76th St., Suite 109
Wheeling, IL 60090	Greenfield, WI 53220
Email: kpelli@wheelingil.gov	Email: toddschaefer@dixonengineering.net

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract Person at its address on this signature page, or given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

Owner and DIXON further agree as follows:

ARTICLE 1 SERVICES OF DIXON

1.01 DIXON shall provide or cause to be provided:

- A. Contract and Project Management (Basic) Services: EXHIBIT A
- B. Resident Project Representative (RPR): EXHIBIT A
 - 1. The term used in this Agreement to reference DIXON's Resident Representative is (DRR) instead of RPR to avoid confusion, as Engineer Client may have RPRs on other portions of the project.
- C. Antenna Services: EXHIBIT B
 - 1. If antennas interfere or add costs to the Project a review of services in Exhibit B is required. DIXON will perform these services but they can be completed by the Owner/Client if preferred. In some antenna contracts the fees for these services are back chargeable to the antenna carrier. The responsible party must be assigned in Exhibit B.
- D. Other Services: Services beyond the scope of Exhibit A or Exhibit B are Additional Services.

ARTICLE 2 OWNER'S RESPONSIBILITIES

2.01 Owner shall provide or cause to be provided:

- A. Responsibilities set forth in Exhibit A, Part 1, Section C of each Phase.
- B. The Owner shall arrange for safe access to and make all provisions for DIXON to enter upon public and private property as required for DIXON to perform services under the agreement.
- C. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR or DRR), Post Construction Observation and Additional Services as detailed in Exhibit C and as summarized in Attachment 1 to Exhibit C. (Exhibit C-1).

ARTICLE 3 SCHEDULE FOR RENDERING SERVICES

3.01 Commencement:

- A. DIXON is authorized to begin rendering services as of the Effective Date or mutually agreeable date.
- B. DIXON shall complete its obligations within a reasonable time. If a specific period for rendering services, or specific dates by which services are to be completed are required, the dates are provided in Exhibit A, and are hereby agreed to be reasonable.
- C. If there is a change in the Scope of Services, or in Scope of Project, if Projects are delayed or suspended through no fault of DIXON, if the orderly and continuous progress of DIXON's services is impaired, if the agreed periods of time or dates are changed, if construction contract dates are extended, then the time for completion of DIXON's services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably. Delay of Projects by Owner or Contractor until the next season (past the expiration date of Exhibit C-Attachment 2), is considered a Change in Scope of Services
- D. The Owner shall make decisions and carry out its responsibilities in a timely manner so as not to delay DIXON's performance of its services.
- E. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON's services; the presence at the Site of any Constituents of Concern; or any relevant, material defect or nonconformance in: (a) DIXON's services, (b) the Work, (c) the performance of any Contractor, or (d) Owner's performance of its responsibilities under this Agreement.
- F. If DIXON fails, through its own fault (for reasons within their control), to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C

ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 6 GENERAL PROVISIONS - PER EXHIBIT GP

ARTICLE 7 DEFINITIONS

- A. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the same meaning indicated in the Construction Contract Documents, EJCDC C-700 18.
- B. Additional definitions pertinent to invoicing or payment can be found in Exhibit C.

ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS

- A. EXHIBITS Included:
 - 1. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
 - 2. EXHIBIT C, Attachments C-1, and C-2.
 - 3. EXHIBIT E, Electronic Documents Protocol (EDP).
 - 4. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
 - 5. EXHIBIT IR, Insurance Requirements and Limits of Liability.
- B. EXHIBITS to be added as needed:
 - 1. EXHIBIT A, DIXON's Services and Client's Responsibilities
 - 2. EXHIBIT B, DIXON's Services and Client's Responsibilities-Antennas
 - 3. EXHIBIT K, Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.
- C. EXHIBITS D, F, and H from original EJCDC documents merged with other EXHIBITS or not used.
- D. EXHIBIT J, Special Provisions. Services added at/before Effective Date (included in original Agreement sometimes referred to as an Addendum). This is an item left over from pre-computer era. Now if there are changes, DIXON will incorporate those items directly into the Agreement, prior to any signing or the Effective Date, unless an addendum is requested.
- E. EXHIBIT A, DIXON has combined the six EJCDC construction project phases into five phases: Phase 1- Evaluation Phase, Phase 2- Design and Technical Specification, Phase 3-Contract Document and Bidding, Phase 4-Construction, and Phase 5-Post Construction. We then included DIXON's Basic Services, DRR Services, and Client's Responsibilities for each respective Phase. We have since added a sixth Phase back in after the Post Construction Phase which is Phase 6- Maintenance - Security and Health Annual Inspections (starting at least a year after the warranty Post Construction Phase).

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.00 Miscellaneous Provisions are items that pertain to the legal terms of this Agreement. All General Provisions from Article 6 are in Exhibit GP. General Provisions are those Provisions that refer mostly to services that result from this Agreement and subsequent Task Orders. (The General Provisions relate to the Work to be performed as opposed to these Miscellaneous Provisions which relate to Contract formation.)

9.01 Survival:

- A. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

9.02 Severability:

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and DIXON, which agree that the Agreement shall be reformed to replace

such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.03 Successors, Assigns, and Beneficiaries:

- A. Owners and DIXON are hereby bound, and the successors, executors, administrators, and legal representatives of Owner and DIXON are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be constructed to create, impose, or give rise to any duty owed by Owner or DIXON to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them and not for the benefit of any other party.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

9.04 Waiver:

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

9.05 Accrual of Claims:

- A. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

9.06 DIXON's Certifications:

- A. DIXON certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement.

9.07 Total Agreement:

- A. This Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based, whenever possible, on the format of Exhibit K.

DIXON's SERVICES

A1.04 Phase 4 Construction:

A. Basic Services for Maintenance of Existing Structure:

1. After receiving authorization from Client to proceed with the Construction Phase, DIXON will consult with Client and act as Client's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of DIXON shall be as assigned in EJCDC C-700 Standard General Conditions of the Construction Contract, edition with modifications as used in the Construction Contract, and as detailed below:
 - a. Attend a Preconstruction meeting, and address questions regarding observation services and coordination of field observations.
 - b. Accept submittal of all matters in question concerning the requirements of the Construction Contract Documents. With reasonable promptness, recommend a written clarification, interpretation, or decision on the issue submitted, or an amendment or supplement to the Construction Contract Documents
 - c. Review Contractor's Pay Requests.
 - d. Finalize Project to observe all items in the contract specifications have been completed and review the quality of workmanship.
 - e. Prepare Substantial Completion and other Construction documents.
2. DIXON has authority to Stop Work if DIXON questions the quality of Work or rejects the Work, or if there (in the sole opinion of DIXON) is a potential for creating an environmental contamination.
3. Recommend that Work be rejected if DIXON believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations regarding whether Contractor should correct such Work, if a portion of the Work should be uncovered, if tests are required, or remove and replace such Work, or whether Client should consider accepting such Work as provided in the Construction Contract Documents.
4. Inform Client of any Work that DIXON believes is not defective; but is nonetheless, not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations for addressing such work.
5. All of Client's instructions to Contractor will be issued through DIXON, who shall have authority to act on behalf of Client in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
6. The Construction Phase will terminate upon written recommendation by DIXON or Client for final payment to Contractors.

B. RPR Services for Maintenance of Existing Structures

1. Perform services expected of DIXON RPR and as detailed in the EJCDC Construction Contract General Conditions, GC-700-18.
2. Attend a Preconstruction Meeting, and address questions regarding observation services and coordination of field observations.
3. Hold Points - General
 - a. Hold Point is a stage of the Construction Project where the Contractor stops Work. Work commences again after the Work is observed and reviewed for compliance.
 - b. A Hold Point Site visit is an observation trip to perform one of the functions below. The number of Site visits required are estimates.
 - c. If two Job Tasks are performed during the same trip, there is no additional charge (i.e., exterior intermediate and pit piping primer).
 - d. The Site visit fees may vary between services (i.e., welding vs. coating) based on the higher compensated weld observer. Hold Point Quantities are estimates and are itemized in EXHIBIT C, Attachment C-1.

4. Hold Point Weld/Modifications- Observe, Record, Report, and:
 - a. Observe repair, and or the installation of work for specifications compliance. All weld repairs will be visually observed for surface defects (i.e., undercut, negative reinforcement, etc.).
5. Hold Points and RPR Coating Observation Services Common to Hold Point: All services will not be necessary at each Site visit observation.
 - a. Review abrasive and coating materials for approved manufactures.
 - b. Measure surface profile created by abrasive blast cleaning by compressive tape or surface comparator.
 - c. Observe abrasive blast cleanliness for specification requirements using SSPC Visual Standards, latest edition thereof.
 - d. Review coating mixing, thinning, and manufacturer's application requirements.
 - e. Monitor environmental conditions prior to and during coating application (i.e. ambient temperature, surface temperature, relative humidity, and dew point).
 - f. Observe wet interior using high/low voltage holiday detection.
 - g. Observe applied coating for dry film thickness, coverage, uniformity, and cure.
6. Hold Point Coating Wet Interior - Observe, Record, Report, and:
 - a. Repair visits.
7. Hold Point Coating Exterior - Observe, Record, Report, and:
 - a. Verify test area for low pressure water blast cleaning (LPWC) meets or exceeds minimum specified standard.
 - b. LPWC for thoroughness and compliance with specifications and verify test area meets or exceeds minimum specified standard for spot tool cleaning (SP-11) or abrasive blast cleaning.
 - c. Abrasive blast cleaning prior to primer application.
 - d. Prime coat prior to application of the epoxy intermediate coat.
 - e. Epoxy intermediate coat prior to application of the urethane intermediate coat.
 - f. Urethane intermediate coat prior to application of the topcoat.
 - g. Topcoat for compliance with specifications.
 - h. Check foundations coating for compliance with specifications.
 - i. Application of the lettering/logo for thoroughness, dimensions (visual only) and aesthetic appearance in accordance with specification requirements, and to verify no damage occurred during lettering.
8. Hold Point Coating Dry Interior- Observe, Record, Report, and:
 - a. Spot power tool cleaning for thoroughness, surface profile, feathering, and compliance with specifications.
 - b. Spot prime coat prior to application of the intermediate coat.
 - c. Topcoat for compliance with specifications. Review all contract items to ensure they have been completed according to contract requirements.
9. Hold Point Coating Pit Piping- Observe, Record, Report, and:
 - a. Verify test area meets or exceeds minimum specified standard for abrasive blast cleaning and surface profile created.
 - b. Abrasive blast cleaning prior to application of the prime coat.
 - c. Prime coat prior to application of the stripe or topcoat.
 - d. Topcoat for compliance with specifications.
10. Hold Point Cathodic Protection - Observe, Record, Report, and:
 - a. Cathodic protection repair/installation work for specification compliance.
11. Hold Point Project Finalization:
 - a. Review all repairs not installed until after coating.
 - b. Examine entire project for damage that occurred during construction or post construction from rigging and de-rigging or other causes.

- c. Complete observation of immediate neighbors from air for any possible roof damage.
- d. Observe the installation of screens, light bulbs, etc.
- e. Observe Site for restoration to pre-project conditions.
- f. Formulate a punch list of items to complete.
- g. Create a second punch list if needed before finalization.
- h. Finalize the project to ensure all items in the contract specifications have been completed, and the quality of workmanship meets contract requirements.

C. Construction Phase Client's Responsibilities:

- 1. Inform DIXON in writing of any specific requirements of safety or security programs that are applicable to DIXON, as a visitor to the Site.
- 2. Attend and participate in the Preconstruction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

A1.05 Post Construction Phase:

A. Basic Services:

- 1. One Year Warranty Observation - ROV and Exterior:
 - a. Review all steel and/or concrete repairs completed during Construction Phase.
 - b. Review all wet surfaces for corrosion and/or damage, qualify and quantify damage relative to warranty requirements.
 - c. Review all dry interior surfaces for corrosion and/or damage, qualify and quantify damage relative to warranty requirements.
 - d. Review exterior surfaces for coating failures. If any coating "fails" to meet warranty requirements, quantify all findings for presentation to Contractor.
 - e. Review all exterior appurtenances for damage due to corrosion or construction.
 - f. Review all health aspects of the tank, including screening of the vent, overflow pipe, and other possible contamination sources.
 - g. Prepare a report documenting all items found that meet or fail to meet warranty requirements and recommendations for repair. The report will be letter format with photos and photo descriptions.

B. Post Construction Phase – RPR Services

- 1. Detailed above if repairs are needed.

C. Post Construction Phase – Client's Responsibilities:

- 1. Warranty Observation - ROV Observation:
 - a. Fill the tank to overflow or higher capacity and isolate it from the system during the ROV observation, or as a minimum, maintain positive flow (No water withdrawal from tank).
 - b. Perform chlorine residual and bacteriological testing after completion of observation.

Note: in the DIXON supplied General conditions, all expenses related to or developing out of a failed warranty inspection such as additional DRR services and Client's direct expenses are "set-off" costs and may be retained and withdrawn from any money still retained from Contractor's final pay request. Problem at this point, is the Contractor usually has been paid in full and there are no funds available. Contractor Contract Documents, if prepared by DIXON requires a Maintenance Bond for this situation. Contractor generally pays cash as opposed to charging the bond. If Contract Documents were prepared by others, it may be possible to recover set off cost from the Performance Bond if a warranty provision is written as a performance requirement of the contract.

BASIS OF FEES, INVOICING, AND PAYMENT

Part 1 BASIS OF FEES

C1.01 Basis:

- A. Standard Hourly Rates - An amount equal to the cumulative hours charged to the Project by each classification of DIXON's personnel, times Standard Hourly Rates and Overtime rates for each applicable billing classification. (Exhibit C-2)
- B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services.
- C. Unit Price (UP) Method: Can be considered individual Lump Sum amounts.

C1.02 Methods of Rate Calculation including Limitations:

- A. Standard Hourly Rate (SHR) Method:
 - 1. The SHR method may be used for all services. It is more commonly used on portions of various Phase Services where scheduling and speed are controlled by the Contractor and may result in unforeseen project expenses; in Phase Construction, Basic, and RPR/DRR services, and for Additional Services during all phases.
 - a. Overtime rates apply to over 40 hours worked between Monday and Friday.
 - b. Overtime rates apply for all hours worked on weekends and holidays.
 - c. Weekend and Holiday hours do not count toward the accounting for 40 hours.
 - 2. Standard Hourly rates of DIXON's employees are per classification in the Standard Hourly Rate and Reimbursable Expense Schedule included in this Exhibit C, as Exhibit C Attachment 2. (Ex C-2) A classification that has a range of fees, reflects varying levels of experience within that classification. DIXON reserves the right to select the level of RPR and classification. This decision is at DIXON's discretion only and will be dependent primarily on experience with Owner selected Contractor as well as other factors.
 - a. Reimbursable expenses are those expenses directly related to and resulting from this Project. These expenses are primarily living expenses and mileage.
 - 3. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
 - a. The Standard Hourly Rates per employee classification listed in Attachment C-2 do not include reimbursable expenses. The estimated Reimbursable Expenses are NOT calculated and averaged over the classification rate.
 - 1) The estimator calculates the number of days a project is expected to require and calculates manpower required to match number of hours and services required.
 - 2) The estimator then calculates Reimbursable Expenses based on the same criteria.
 - 3) Both the total manpower estimate, and Reimbursable Expenses total estimate are added. And the total estimate is included in the fee schedule shown in Attachment C-1.
- B. The Lump Sum Method:
 - 1. The Lump Sum fee charged by DIXON constitute full and complete compensation for DIXON's services including labor costs, overhead, profit, and reimbursable expenses.
 - 2. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical

Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.

3. DIXON may use a Lump Sum for the entire project.
- C. The Unit Price Method:
 1. Reimbursable expenses are calculated and included in Unit Prices.
 2. The Unit Price Method is used when DIXON completes Hold Point Observations, or known, controlled portions of the Scope of Services.
- D. Exhibit B Antennas: LS, UP, or SHR or Combination based on type of services.
- E. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
- F. Subconsultants or Subcontractor Service Fees are not included in the SHR, LS, or UP methods. DIXON will invoice for Subconsultant's or Subcontractor's actual invoiced amount times a factor of 1.20. The 1.20 factor includes DIXON's overhead and profit associated with DIXON's responsibility for the administration of such services.

C1.03 Definitions including Limitations:

- A. Basic Services to be performed are identified in Exhibit A, or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the Lump Sum method. These services are contracted services and thus are prior authorized.
- B. RPR (DRR) Services are contractually agreed services per Exhibit A Task Order or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Document RPR services. These services are primarily observation during the Construction phase. RPR Services are generally calculated using the SHR method for Full Time or Daily services and by Unit Price for Hold Point Observations. Often an Agreement for RPR services involves a combination of the SHR and the Unit Price method. These are contracted services and thus are prior authorized.
- C. Contingent Services -some services are Basic to every Agreement. Other Basic Services and the Project Manager's time associated with them are unknown. Some services are not used on all projects, such as review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed; and are Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized. Contingent services and fees may not be used in all contracts.
- D. Additional Services are services outside of the Scope of Services as defined in Exhibit A, and/or TO#__ EX A (if this is a Task Order Agreement). These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum is required. The calculation of fees is Work dependent and may be calculated by the SHR method, Lump Sum or Unit Price.
- E. Antenna Services are defined in Ex B. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services and thus are prior authorized.

C1.04 Fees:

- A. Contracted Fees are detailed in EX C Attachment 1.
- B. Contingency Allowance Fees if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees. Contingent Fees may be transferred within the Project Phase or transferred to other project Phases as needed. Transfer does not require prior authorization. It is intended that any fees in this

Contingency be used when other accounts are exhausted or minor Additional Services are required. Contingency fees unused will not be invoiced.

- C. Set-Off Fees contractual Set-off: (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Agreement (EJCDC G-700), is a contractually agreed remedy for small violations or nonadherence of the Agreement terms between Owner and Contractor, which result in extra or unnecessary expenses to the Owner, for Owner or DIXON services. The cost for additional DIXON services and unnecessary expenses are not foreseen and cannot be calculated. Those fees and expenses will be invoiced using the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Client. These services generally do not require prior approval of Client, because they are required in the administration of the Agreement. Set-off fees are invoiced to the Client, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.
1. A few examples of Set-off Fees are when the Client has incurred extra charges or engineering costs related to:
 - a. Excessive submittal review,
 - b. Excessive evaluations of proposed substitutes,
 - c. Tests and inspections, or return Hold Point Observations to complete Field Work that was determined to be a failed inspection and,
 - d. Work is defective, require correction or replacement including additional observation costs.

C1.05 Estimated Fee:

- A. The SHR Method of Rate Calculation is an estimate. The SHR Method is prepared based on extensive experience and is intended to be conservative.
1. Calculating SHR includes, DIXON's estimate of the amounts that will become payable for specified services and are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to DIXON under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to DIXON that the total compensation amount thus estimated will be exceeded, DIXON shall give Client notice thereof, allowing Client to consider its options, including suspension or termination of DIXON's services for Client's Convenience. Upon notice, Client and DIXON shall promptly review the matter of services remaining to be performed and compensation for such services. Client shall either exercise its right to suspend or terminate DIXON's services for Client's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by DIXON, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Client decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Client and DIXON have agreed to an increase in the compensation due DIXON or a reduction in the remaining services, then DIXON shall be paid for all services rendered hereunder.
 3. The requirements of minimum work hours and weeks shall remain in effect through negotiations and the minimum hourly requirements of these paragraphs are not negotiable. An RPR is a professional, and if they remain on Site, they are guaranteed the minimum number of hours. Negotiations may change Full Time or Daily RPR to Hold Point Observation Services or reduce

the number of Daily Inspections. Then minimum hour requirements apply only to demobilization if RPR was Full Time.

C1.06 DIXON's Reimbursable Expenses Schedule and Standard Hourly and Overtime Rates:

- A. Attached to this EXHIBIT C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule
- B. Annual Cost Adjustment – January 1 each year.
 - 1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted as of January 1 past the expiration date printed on Attachment C-2 to reflect equitable changes in the compensation payable to DIXON. Proposals sent after August 1st will have Attachment C-2 with effective rates through December 31 of the subsequent year.
 - 2. Unit Price for Hold Point observations and Lump Sum items shall be increased at the same time as hourly rate and by the same percentage increase as Standard Hourly Rates.
 - 3. Notification of these cost adjustments, or the issuance of an Addendum or Change Order are not required, but DIXON shall endeavor to so advise. Failure to supply notification does not waive the right for implementing rate increases.

PART 2 INVOICING AND PAYMENT for Services in EXHIBIT A per EXHIBIT C-1:

- A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and the terms of this EXHIBIT C and Attachments C-1 and C-2. DIXON will submit its invoices to Client on a monthly basis with the exception of smaller amounts due.
- B. Invoices are due and payable within 30 days of receipt.
- C. The amount invoiced for DIXON's services rendered on a Lump Sum basis will be based upon DIXON's estimate of the proportion of the total services actually completed during the billing period, plus reimbursable expenses (if any) incurred during the billing period.
- D. The amount invoiced for services rendered on a Standard Hourly Rate basis will be an amount equal to the cumulative hours devoted to the Project during the billing period by each billing class of DIXON's employee's times the hourly rate for each applicable billing class incurred during the billing period.
- E. Distribution of Compensation: DIXON may alter the distribution of compensation between individual phases of the work noted in Attachment C-1 to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by Client.
- F. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.
- G. Failure to Pay: If Client fails to make any payment due DIXON for services and expenses within 30 days after receipt of DIXON's invoice, then:
 - 1. DIXON will increase amount due at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30th day.
 - 2. DIXON may, after giving seven days written notice to Client, suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and all other related charges. Client waives any and all claims against DIXON for any such suspension.

- H. Disputed Invoices: If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- I. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on DIXON's services or compensation, then DIXON may invoice such additional sales or use taxes for reimbursement by Client.

PART 3 SELECTION OF RPR SERVICES

C3.00 Selection of Full Time vs. Daily RPR

- A. Daily RPR Services: Working from the Base Office and traveling Daily to the Project site.
- B. Full Time RPR Services: The RPR stays in lodging near the Project Site because the distance from Base Office, makes daily travel exceed daily expenses.

C3.01 Financial Considerations when Selecting RPR Services:

- A. Minimum Hourly and Weekly requirements.
 - 1. Daily RPR Services -8 hours per day plus travel time and mileage.
 - 2. Full Time RPR Services:
 - a. Minimum workday - 8 hours.
 - b. Minimum 40-hour work week except first and last week. If the Contractor is working more than 40 hours then the RPR is also working more than 40 hours, if work being completed rises to the level of observing.
 - c. Rain days or no work days as determined by the Contractor or Client – minimum billable work day is four hours, no site time required.
 - d. Delayed start day as determined by the Contractor, (ex. Rain delay start)- minimum billable time is actual delay time up to four hours plus onsite time. Total cannot be less than four hours.
 - e. Actual Mobilization and Demobilization Time and Reimbursable Expenses.
Reimbursable expenses include expenses incurred on dates of no work, mobilization, and demobilization days.

C3.02 Hold Point Observations:

- A. The RPR travels to site to complete the observation and travels back to Base Office. On site time at a minimum is time to complete observations and to complete report

SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES

1. The total compensation for services under this Agreement is the estimated total compensation amount of **Forty-Nine Thousand, Nine Hundred, Twenty-Five Dollars, \$49,925** and summarized as follows:

SCHEDULE OF VALUES				
Description of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.04- Preconstruction Meeting	1	\$1,325	\$1,325	Unit Price
A1.04- PA, Basic, & Other Defined Services			\$6,800	Lump Sum
A1.04- RPR Weld Observation	2	\$1,400	\$2,800	Unit Price
A1.04- RPR Coating Observation	27	\$1,250	\$33,750	Unit Price
A1.04- RPR Cathodic Protection Observation	1	\$1,250	\$1,250	Unit Price
A1.05- Warranty Observation			\$4,000	Lump Sum
TOTAL:			\$49,925	

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.
4. Please remit payment to: Dixon Engineering, Inc., 1104 Third Avenue, Lake Odessa, MI 48849

Employee Billable Rates and Terms

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal	\$515.00	
Officer/Associate	\$215.00	
Project Manager	\$200.00-\$225.00	\$300.00-\$338.00
Engineer	\$225.00-\$265.00	\$338.00-\$398.00
CWI Welding RPR	\$220.00-\$245.00	\$330.00-\$367.00
DIXON Level 3 or AMPP Senior Certified Level 3 RPR	\$152.00-\$205.00	\$228.00-\$308.00
DIXON Level 2 or AMPP Certified Level 2 RPR	\$138.00-\$178.00	\$207.00-\$267.00
DIXON Level 1 or AMPP General Level 1 RPR	\$128.00-\$158.00	\$192.00-\$237.00
Contract Support Staff	\$158.00-\$200.00	\$237.00-\$300.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging & Meals	\$195.00 per diem	\$195.00 per diem
Meals Only	\$65.00 per diem	\$65.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2026 (Revised: 10/01/2025)

ELECTRONIC DOCUMENTS PROTOCOL (EDP)

With so many personnel and parties involved in Construction, it is essential, especially through the Construction Phase, that all means of EDP, and communication be kept as simple and uniform as possible. Following is a consolidated Protocol prepared by EJCDC which DIXON will complete if contracted to follow. Otherwise, DIXON will open a line of communication as directed by email and when that contact has responded then by simple email, using the agreed addresses will be followed. This excludes Notice and Contract requirements of a contact Person (page One).

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

The Main Agreement is supplemented by the following consolidated Exhibit E and Exhibit E-Attachment 1: Software Requirements for Electronic Document Exchange:

E1.01 Electronic Documents Protocol

- A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.
 - 1. Basic Requirements
 - a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
 - b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
 - c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
 - d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and DIXON and any third party for the Project. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents (EJCDC G-700) regarding communications.
 - e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
 - 2. System Infrastructure for Electronic Document Exchange
 - a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. Except for minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
 - b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project.
 - c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of

information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent.
 - e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract.
 - f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
 - g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP.
 - h. If the Owner operates a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, DIXON, Contractors, during the Project for exchange and storage of Project-related communications and information, then that provision and requirements shall be identified in an Exhibit J - Amendment.
- B. Software Requirements for Electronic Document Exchange; Limitations
- 1. Each party will acquire the software necessary to create and transmit and read Electronic Documents received from the other party (and if relevant from third parties).
 - 2. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	EML	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/ Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and DIXON; and Owner's and DIXON's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/ Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by DIXON for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by DIXON to Owner for future word processing use and modification	Email w/ Attach or LFE	DOC DOCX	
a.7	Spreadsheets and data to be submitted to Owner by DIXON for future data processing use and modification DIXON can PDF any Spreadsheet.	Email w/ Attach or LFE	XLS XLSX	
a.8	Images	Email w/ Attach	JPG JPEG GIF PNG TIFF BMP	
a.9	Compressed Files	Email w/ Attach	ZIP	

Notes	
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.
Key	
EML	Standard Email formats (.eml). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, Flash Drive, File Sharing Services.)
PDF	Portable Document Format readable by Adobe® Acrobat Reader.
DWG	Autodesk® AutoCAD. dwg format.
DOC/DOCX	Microsoft® Word document
XLS/XLSX	Microsoft® Excel document
DB	Microsoft® Access .mdb DIXON does not transmit Database material If required for your future use you will have the program.
Minimum Version Required	
Adobe® Acrobat Reader	2017-24.002 (2020)
Autodesk® AutoCAD	24.2 (2023)
Microsoft® Word	Office 2019
Microsoft® Excel	Office 2019

GENERAL PROVISIONS and RELATED CONDITIONS

Note: Some Articles in this Exhibit GP may not all apply to the Scope of Work in Exhibit A. They become effective and are included because additional Scopes of Work may be added at any time with a Task Order or Exhibit K.

GP1.01 Standards of Performance:

- A. Standard of Care: The Standard of Care for all services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of this subject profession practicing under similar circumstances at the same time and in the same locality.
- B. Technical Accuracy: Client shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. If deficiencies are discovered by DIXON, Engineer, Owner, or Bidder; DIXON shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Client furnished information.
- C. Reliance on Others: Subject to the Standard of Care set forth above- DIXON, and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and their publishers, or technical standards.
- D. Conflict of Interest: Nothing in this Agreement will be construed to create or impose any duty on the part of DIXON that would conflict with DIXON's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing DIXON, its Subconsultants or, and all licensed professionals employed by DIXON or its Subconsultants. If during the term of this Agreement a potential or actual Conflict of Interest arises or is identified, DIXON and Client together will make reasonable, good faith efforts to avoid or eliminate the Conflict of Interest.
- E. DIXON may retain such consultants as it deems necessary to assist in the performance or furnishing of services, subject to reasonable, timely, and substantive objections by Client.

GP1.02 DIXON does NOT provide the following services which would violate the Standard of Care:

- A. DIXON's Services and Additional Services do not include:
 - 1. serving as a "municipal advisor" for purposes of the registration requirements of the Section 975 of the Dodd-Frank Wall Street Reform and the Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission;
 - 2. advising Owner, or any municipal entity or other person or entity regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances;
 - 3. providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements, or
 - 4. providing legal advice or representation

GP1.03 Opinions of Probable Construction Cost:

- A. DIXON's opinions (if any) of probable Construction Cost are to be given on the basis of DIXON's experience, qualifications, and general familiarity with the coating industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished

by others, or over contractors' methods of determining prices, or over competitive Bidding or market conditions, DIXON cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by DIXON in Evaluation Reports or made verbally by DIXON.

GP1.04 Use of Documents:

- A. All Documents are instruments of service, and DIXON shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of DIXON) whether the Project is completed or not.
 - 1. Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project, and for related uses of Owner
 - 2. DIXON grants Client a limited license to use the Documents on the Specific Project.
 - 3. Client shall not use, reuse, or modify the Documents without written verification, review, or adaptation by DIXON. If Client reuses or modifies documents without authorization, Client shall indemnify and defend DIXON from any liabilities that result from the reuse.
 - 4. The limited license to Client shall not create any rights in third parties.

GP1.05 Controlling Law and Compliance with Laws and Regulations:

- A. Client and DIXON shall comply with applicable Laws and Regulations of the State where the project is located.
- B. DIXON shall comply with any and all policies, procedures, and instructions of Owner and Engineer (Client) that are applicable to DIXON's performance of services under this Agreement and that Client provides to DIXON in writing, subject to the Standard of Care set forth in Paragraph GP1.01.A above, and to the extent compliance is consistent with professional practice requirements.
- C. While at the Site, DIXON, its consultants and their employees and representatives, shall comply with the applicable requirements of Contractor's, Engineer's, Owner's and other safety programs of which DIXON has been informed.
- D. This Agreement is based on Laws and Regulations and Client-provided written policies and procedures of Client as of the Effective Date of this Agreement.

GP1.06 Limitations of Authority of DIXON with Client and with Owner's Contractor:

- A. This Agreement and the General Conditions of the Owner/Contractor Agreement establish DIXON's authority.
- B. The General Conditions for any construction contract documents prepared hereunder are to be EJCDC C-700 "Standard General Conditions of the Construction Contract" prepared by the Engineer's Joint Contract Documents Committee, latest Edition and as modified by DIXON for the coating industry, unless expressly indicated otherwise. If Client supplied General Conditions are used, then DIXON supplied Additions to General Conditions for the Coating Industry shall also be used to the extent they do not conflict with Owner's General Conditions.

GP1.07 Visits to Site and Observation of Construction

- A. In connection with observation of Work while it is in progress, in particular with respect to Work that is designed or specified by DIXON, and Work specifically designated by Client for observation by DIXON:
1. Make visits to the Site as detailed in EX A at intervals appropriate to the various stages of construction as DIXON deems necessary to observe as an experienced and qualified design professional the progress of Contractor's executed Work.
 2. Such visits and observations by DIXON including DRR, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specially assigned to DIXON in this Agreement, but
 3. are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on DIXON's exercise of professional judgement.
 4. Based on information obtained during such visits and observations, DIXON will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and
 5. DIXON shall keep Client informed of the progress of the Work.
- B. The purpose of DIXON's visits to the Site including efforts of DRR,
1. will be to enable DIXON to better carry out the duties and responsibilities assigned to and undertaken by DIXON during the Construction Phase; and, in addition,
 2. by the exercise of DIXON's efforts, as an experienced and qualified design professional, to provide for Client a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents.
- C. DIXON shall not during such visits or as a result of such observations of the Work,
1. supervise, direct, or have control over the Work,
 2. nor shall DIXON have authority over or responsibility,
 - a. for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor,
 - b. for security or safety at the Site, for safety precautions and programs incident to any Contractor's work in progress,
 - c. for the coordination of the Contractors' work or schedules, nor
 - d. for any failure of a Contractor's furnishing and performing of its work, or any portion of the Work
 - e. for the acts or omissions of any Contractor
 - f. for any failure of any Contractor to comply with Laws and Regulations applicable to furnishing and performing of its work.
- D. Accordingly, DIXON does not guarantee the performance of any Contractor in accordance with the Owner/Contractor Construction Contract Documents.
- E. DIXON shall not be responsible for any decisions made regarding the Construction Agreement requirements, or any application, interpretation, clarification, or modification of the Construction Agreement documents other than those made by DIXON or its consultants.

GP1.08 Environmental Condition of Site: Constituents of Concern (CC)

- A. Client represents to DIXON that as of the Effective Date and to the best of Client's knowledge, there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or adjacent to the Site. Client has forwarded to DIXON copies of all documents in Client's

Agreement

Owner: Village of Wheeling, IL

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possession, including disclosures from Owner to Engineer, regarding the presence of known and suspected Constituents of Concern located at or near the Site, including type, quantity, and location.

B. Definitions:

1. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 2. Undisclosed Constituents of Concern. For purposes of this Article GP1.08 the presence at or adjacent to the Site of Constituents of Concern that was not disclosed to DIXON pursuant to this Article GP1.08, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as “Undisclosed” Constituents of Concern.
 3. “Known” Constituents of Concern - Constituents of concern in the coating industry- The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not Undisclosed Constituents of Concern. DIXON and Client acknowledge that the coating industry may generate hazardous waste or constituents of concern (CC) when removing old coatings, CC may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be CC but are considered “Known” CC.
- C. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not Undisclosed Constituents of Concern if DIXON has been informed of the general scope of such contract.
- D. If DIXON encounters or learns of an Undisclosed Constituents of Concern at the Site, then DIXON shall notify Client. State and Federal notifications, if required, are the responsibility of the Owner.
- E. If DIXON or any other party encounters, uncovers, or reveals an Undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to Disclosed or Undisclosed Constituent of Concern, then either Client or DIXON may, at its option and without liability for any damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer affected.
- F. Client acknowledges that DIXON is performing professional services for Client, and that DIXON is not and shall not be required to become an “owner,” “arranger,” “operator,” “generator,” or “transporter” of hazardous substances, as determined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON’s activities under this Agreement.

GP1.09 Dispute Resolution: DIXON and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights at law.

GP1.10 Suspension and Termination:

- A. Suspension:
 - 1. By Client: Owner or Client may suspend the Project for up to 90 days upon seven days written notice to DIXON.
 - 2. By DIXON: DIXON may, after giving seven days written notice to Client, suspend services under this Agreement
 - a. if Client has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.
 - b. If persistent circumstances beyond the control of DIXON have prevented it from performing its obligations under the Agreement or Task Order.
- B. Termination for Cause – DIXON/Client Agreements or Separate Task Orders: The obligation to provide further services under this Agreement or Task Order may be terminated:
 - 1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - 2. By DIXON: Upon seven days written notice:
 - a. if Client demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or
 - b. if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON's control, or
 - c. as the result of the presence at the Site of undisclosed Constituents of Concern.
 - 3. Notwithstanding the foregoing, an Agreement or Task Order will not terminate for Cause, under this Article, if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof. If and to the extent such substantial failure cannot be reasonably cured within the 30 day period of diligent effort, and party continues to cure the same, then the cure period will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- C. Termination for Convenience - by Client and is effective upon DIXON's receipt of notice from Client.
- D. The time, between Contract Award and the contracted start date of Construction, or if Construction is postponed for the off season (winter), shall not be considered a "suspension" or reason for Termination.
- E. DIXON shall have no liability to the Owner or Client, on account of such termination.
- F. In the event of Multiple active Task Orders; The Termination of a Task Order for Cause or Convenience does not affect the status of the remaining active Task Orders.
- G. Effective Date of Termination: If Client terminates the Agreement or a specific Task Order for cause or convenience, Client may set the effective date of Termination at a time up to 30 days later than otherwise provided, to allow DIXON to demobilize personnel and equipment from the Site to complete tasks whose value would otherwise be lost, to prepare notes as to the status of

completed and uncompleted tasks, and to assemble project materials in orderly files. DIXON shall be entitled to compensation for such tasks.

- H. Payments Upon Termination: In the event of termination by Client or DIXON for cause, DIXON shall be entitled to invoice Client and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C Attachment 2.

GP1.11 Records Retention:

- A. DIXON shall maintain on file in digital format, for a period of five years following completion or termination of its services under a Client Agreement or a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to DIXON's services or pertinent to DIXON's performance under the Agreement or Task Order. Upon Client's request, DIXON shall provide a copy of any such item to Client at cost.
- B. DIXON will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity regarding the subject matter of this Agreement. Nothing herein will limit DIXON's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

INSURANCE REQUIREMENTS AND INDEMNIFICATION

The Agreement is supplemented to include the following insurance requirements and indemnification clauses of the parties:

IR1.01 Insurance Requirements

- A. The limits of liability for the insurance required by the Agreement are as follows:
1. DIXON/Client will obtain/carry the following insurance policies and with the listed amounts as a minimum :
 - a. Worker' Compensation Statutory
 - b. Employer's Liability –
 - 1) Bodily injury, each Accident: \$1,000,000
 - 2) Bodily injury by disease, each employee: \$1,000,000
 - 3) Bodily injury/disease, aggregate: \$1,000,000
 - c. General Liability –
 - 1) Each Occurrence (Bodily injury and Property damage) \$1,000,000
 - 2) General Aggregate: \$2,000,000
 - d. Excess or Umbrella Liability –
 - 1) Per Occurrence: \$2,000,000
 - 2) General Aggregate \$2,000,000
 - e. Automobile Liability – Combined Single Limit \$1,000,000
 - f. Professional Liability - (required only of Engineer Client)
 - 1) Each Claim Made \$2,000,000
 - 2) Annual Aggregate \$2,000,000

IR1.02 Insurance Requirements

- A. DIXON shall cause Client and other parties requested by Owner Electronic Data Transmittal Protocol within reason, to be listed as additional insureds on any applicable general liability insurance policy carried by DIXON.
- B. DIXON shall deliver to the Client certificates of insurance evidencing the coverages indicated in Exhibit IR. Such certificates shall be furnished prior to commencement of DIXON's Services and at renewals thereafter during the life of the Agreement.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Client's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. If any policy of property insurance relating to the Project, including but not limited to any builder's risk policy, allows for waiver of subrogation rights and contains provisions to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against any insured thereunder or against Client. Then Client and DIXON hereby waive all rights against each other, Owner, and Contractor, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such builder's risk policy or other property insurance policy relating to the project. The Client shall take appropriate measures in other Project-related contracts to secure waivers of rights.

- E. At any time, Client may request that DIXON, at Client's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit IR. If so, requested by Client, and if commercially available, DIXON shall obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Client, and Exhibit IR will be supplemented to incorporate these requirements.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement, and immediately either take action to avoid cancellation or a reduction in limits or obtain replacement coverage meeting the requirements of this Agreement.

PART 2 LIMITATIONS OF LIABILITY

IR2.01 Definitions:

- A. Client and Party 1 is Client and Client's officers, directors, membership, partners, agents, employees, consultants, and if Client is Owner then also others retained by or under contract to the Owner, with respect to this Agreement or to the Project.
- B. DIXON and Party 2 is DIXON and/or DIXON's officers, directors, members, partners, agents, employees, consultants, subcontractors, or others under contract to DIXON relative to this Project or Agreement.

IR2.02 Indemnification

- A. Indemnification: to the fullest extent permitted by Laws and Regulations, DIXON shall indemnify and hold harmless, Client and Party 1; and Client shall indemnify and hold harmless DIXON and Party 2; from losses, damages, and judgments (including reasonable attorneys' fees and expenses) arising from third-party claims or actions relating to the Project:
 - 1. By Client and Party 1 and by DIXON and Party 2 -provided that such claim, action loss, damages, or judgement is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by negligent act or omission of DIXON or Client, and associated Parties 1 and 2.
- B. DIXON's Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in this Exhibit IR to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of DIXON and Party 2 to Client and anyone claiming by, through, or under Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability breach of contract, indemnity obligations, or warranty express or implied; shall not exceed the total insurance proceeds paid on behalf of or to DIXON by DIXON's insurers in settlement or satisfaction of Client's Claims under the terms and conditions of DIXON's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required

under this Agreement. If no such insurance coverage is provided by Client with respect to Client's Claims, then the total liability, in the aggregate, of DIXON and Party 2 to Client and anyone claiming by, through, or under Client for any and all such uninsured Client's claims shall not exceed \$25,000.

IR2.03 Mutual Waiver

- A. Mutual Waiver - Exclusion of Special, Incidental, Indirect, and Consequential Damages - To the fullest extent permitted by law, and notwithstanding any other provisions in the Agreement, consistent with the terms of this Agreement, DIXON and Party 2, shall not be liable to Client or anyone claiming by, through, or under Client and Party 1, for any and all claims for or entitlement to special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes including but not limited to: damage to water supply or reduction in fire protection.

IR2.04 Percentage Share of Negligence

- A. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of DIXON, Client, and all other negligent entities and individuals.

IR2.05 No Defense Obligation

- A. The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressed.



MEMORANDUM

DATE: July 20, 2026
FROM: Daniel Kaup, Deputy Village Manager/Public Works Director
SUBJECT: Resolution Accepting a Bid and Approving a Contract with Dynamic Industrial Services, Inc. for Exterior Repainting with Containment and Miscellaneous Repairs of Elevated Storage Tank 6 in the Amount of \$722,000
DOLLAR AMOUNT: \$722,000
BUDGETED: Yes
BUDGET SOURCE: Water Capital Improvement Funds
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Transportation & Infrastructure

EXECUTIVE SUMMARY

Public Works recommends approval of a \$722,000 contract with Dynamic Industrial Services, Inc. for exterior repainting with containment and miscellaneous repairs of Elevated Storage Tank 6. Water Capital Improvement funds in the amount of \$850,000 are included in the 2026 Capital Improvement Plan for this proposed work.

MEMO

Background:

As part of the Village's maintenance program, the Village Board has approved funding through the Capital Improvement Plan (CIP) to rehabilitate and repaint the Village's water infrastructure to maintain the highest water quality possible for residents and businesses.

Discussion:

Elevated Storage Tank 6 is located at 560 Fairway View Drive. A recent inspection report by Dixon Engineering recommends maintenance including blasting clean and painting the exterior of the standpipe with a fluoropolymer application system, recoating the foundation, installing cathodic protection and completing miscellaneous repairs to meet current Environmental Protection Agency requirements. These include installation or upgrading of hinges, a handhold, fall prevention measures, a roof handrail, and several other items.

On July 9, 2026, the Village received five bids ranging in cost from \$722,000 to \$1,216,100. Public Works staff and Dixon Engineering reviewed the bids and determined Dynamic Industrial Services, Inc. to be the lowest-cost responsive and responsible bidder, with a bid of \$722,000.

Budget:

Water Capital Improvement funds in the amount of \$850,000 are included in the 2026 CIP for this proposed construction/maintenance work.

RESOLUTION NO. 26- _____

RESOLUTION ACCEPTING A BID AND APPROVING A CONTRACT WITH DYNAMIC INDUSTRIAL SERVICES, INC. FOR EXTERIOR REPAINTING WITH CONTAINMENT AND MISCELLANEOUS REPAIRS OF ELEVATED STORAGE TANK 6 IN THE AMOUNT OF \$722,000

WHEREAS, recent inspections by Dixon Engineering revealed the need for exterior repainting with containment and miscellaneous repairs of Elevated Storage Tank 6; and

WHEREAS, the Village's 2026 Capital Improvement Plan (CIP) has sufficient funds allocated for the proposed improvements; and

WHEREAS, on January 9, 2026, the Village received and opened five qualified bid proposals for this project, ranging in cost from \$722,000 to \$1,216,100; and

WHEREAS, Public Works and Dixon Engineering personnel reviewed the bid proposals and determined Dynamic Industrial Services, Inc. to be the lowest-cost qualified and responsible bidder meeting all contract requirements; and

WHEREAS, it is in the best interest of the Village of Wheeling to accept the bid of Dynamic Industrial Services, Inc for exterior repainting with containment and miscellaneous repairs of Elevated Storage Tank 6;

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 a \$722,000 not-to-exceed contract for exterior repainting with containment and miscellaneous repairs of Elevated Storage Tank 6 is hereby approved and awarded to Dynamic Industrial Services, Inc. in accordance with the attached bid tab dated July 9, 2026.

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

President Horcher _____

Trustee Krueger _____

Trustee Lang _____

Trustee Papantos _____

Trustee Ruffatto _____

Trustee Vito _____

Trustee Vogel _____

ADOPTED this 20th day of 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

Rehabilitation of the 500,000 gallon fluted column #6

CONTRACT DOCUMENT

This agreement is made this 20th 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 (Dynamic Industrial Services 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:

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 Rehabilitation of the 500,000 gallon fluted column #6, 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 7/9/2026
 - c. Required Performance and Payment Bonds and Certificate of Insurance

2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the items, and installation of the same, which are the subject matter of this contract the total sum of \$722,000.00 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. Bonds required to guarantee performance and payment for labor and material for this work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Contractor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.
5. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this contract the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
6. In executing this Contract, Contractor agrees that it has examined the site of the work and the conditions existing therein, has examined the Contract Documents and taken and compared field measurements and conditions with those Documents.
7. This Contract represents the entire Agreement between the parties and may not be modified without the written approval of both parties.
8. Where the terms of this Contract conflict with the provisions of the Contract Documents, the Contract Documents shall be binding.

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

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

Accepted this 14th day of July, 2026

Individual or Partnership _____ Corporation ☒

By [Signature] Vice President
Position/Title

By _____ Position/Title

Dynamic Industrial Services Inc.
Print Company Name

THE VILLAGE OF WHEELING, ILLINOIS

Accepted this _____ day of _____, 20__.

Patrick Horcher
Village President

Attest:

Kathryn M. Brady
Village Clerk

July 10, 2026

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

Subject: 500,000 Gallon Fluted Column (Tank 6) Rehabilitation Recommendation Letter

Dear Mr. Pelli:

Dixon Engineering, Inc. has reviewed the bids submitted for the rehabilitation and repainting of the Village 500,000-gallon fluted column (Tank 6). We recommend award to the low bidder, Dynamic Industrial Services Inc. of Crete, IL in the amount of \$722,000. This includes all line items on the Schedule of Values. There were five bids received, the highest bid coming in at \$1,216,100 and the lowest at \$722,000.

Dynamic Industrial Services Inc. is a pre-qualified painting contractor with Dixon Engineering for this Scope of Work. Dynamic Industrial also performed the rehabilitation on the Village's 3,000,000 Gallon Standpipe in 2023.

If you have any questions regarding our recommendation, please contact me at (630) 376-8322.

FOR DIXON ENGINEERING, INC.



Todd Schaefer
Project Manager

500,000 Gallon Fluted Column (Tank 6) Improvements (#10187371)
Owner: Village of Wheeling
Solicitor: Village of Wheeling IL
07/09/2026 09:00 AM CDT

						Engineer Estimate		Dynamic Industrial		LC United Painting		Era-Valdivia Contr., Inc.		MW Cole Construction		Neumann Co. Contractors	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid							\$0.00		\$722,000.00		\$859,000.00		\$883,503.00		\$890,500.00		\$1,216,100.00
	1	1	SPLASH PAD EXTENSION	L. SUM	1			\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00	\$9,600.00	\$9,600.00
	2	2	CONDENSATE PLATFORM HATCH HINGES	L. SUM	1			\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,800.00	\$1,800.00	\$2,000.00	\$2,000.00	\$1,700.00	\$1,700.00
	3	3	CONDENSATE DRAIN LINE	L. SUM	1			\$6,000.00	\$6,000.00	\$12,500.00	\$12,500.00	\$7,800.00	\$7,800.00	\$12,000.00	\$12,000.00	\$8,000.00	\$8,000.00
	4	4	OVERFLOW PIPE DISCHARGE MODIFICATION	L. SUM	1			\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00	\$6,500.00	\$6,500.00	\$7,800.00	\$7,800.00
	5	5	FALL PREVENTION DEVICE	L. SUM	1			\$6,000.00	\$6,000.00	\$10,500.00	\$10,500.00	\$10,000.00	\$10,000.00	\$7,500.00	\$7,500.00	\$13,200.00	\$13,200.00
	6	6	SWING GATE	L. SUM	1			\$4,000.00	\$4,000.00	\$3,500.00	\$3,500.00	\$2,200.00	\$2,200.00	\$3,500.00	\$3,500.00	\$5,600.00	\$5,600.00
	7	7	ROOF VENT	L. SUM	1			\$10,000.00	\$10,000.00	\$14,000.00	\$14,000.00	\$14,000.00	\$14,000.00	\$8,500.00	\$8,500.00	\$13,800.00	\$13,800.00
	8	8	ROOF HANDRAIL AND PAINTERS RAILING	L. SUM	1			\$25,000.00	\$25,000.00	\$27,000.00	\$27,000.00	\$38,000.00	\$38,000.00	\$22,000.00	\$22,000.00	\$36,900.00	\$36,900.00
	9	9	EXTERIOR REPAINT WITH CONTAINMENT	L. SUM	1			\$487,500.00	\$487,500.00	\$624,000.00	\$624,000.00	\$674,051.00	\$674,051.00	\$720,000.00	\$720,000.00	\$949,900.00	\$949,900.00
	10	10	LOGOS	EACH	2			\$7,000.00	\$14,000.00	\$8,000.00	\$16,000.00	\$9,000.00	\$18,000.00	\$10,000.00	\$20,000.00	\$11,300.00	\$22,600.00
	11	11	DRY INTERIOR SPOT REPAINT	L. SUM	1			\$90,000.00	\$90,000.00	\$79,000.00	\$79,000.00	\$40,000.00	\$40,000.00	\$20,000.00	\$20,000.00	\$78,100.00	\$78,100.00
	12	12	PIT PIPING REPAINT	L. SUM	1			\$12,000.00	\$12,000.00	\$11,000.00	\$11,000.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
	13	13	AVIATION LIGHT RELOCATION	L. SUM	1			\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$7,000.00	\$7,000.00	\$9,000.00	\$9,000.00	\$4,500.00	\$4,500.00
	14	14	GROUNDING ROD INSTALLATION	L. SUM	1			\$10,000.00	\$10,000.00	\$3,500.00	\$3,500.00	\$5,300.00	\$5,300.00	\$7,500.00	\$7,500.00	\$4,500.00	\$4,500.00
	15	15	CATHODIC PROTECTION SYSTEM	L. SUM	1			\$38,000.00	\$38,000.00	\$38,000.00	\$38,000.00	\$42,352.00	\$42,352.00	\$42,000.00	\$42,000.00	\$49,900.00	\$49,900.00
Base Bid Total:							\$0.00		\$722,000.00		\$859,000.00		\$883,503.00		\$890,500.00		\$1,216,100.00



MEMORANDUM

DATE: July 20, 2026
FROM: Daniel Kaup, Deputy Village Manager/Public Works Director
SUBJECT: Resolution Approving Change Order No. 1 and Final to the Contract with Builders Paving, LLC for the South Dunhurst Resurfacing Project, Reducing the Final Contract Amount by \$70,751.57, from \$391,388.12 to \$320,636.55
DOLLAR AMOUNT: (70,751.57)
BUDGETED: Yes
BUDGET SOURCE: Motor Fuel Tax and Storm Water Funds
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Transportation & Infrastructure

EXECUTIVE SUMMARY

The attached resolution approves Change Order No. 1 and Final to the contract with Builders Paving, LLC for the South Dunhurst Resurfacing Project, reducing in the contract amount by \$70,751.57, from \$391,388.12 to \$320,636.55.

MEMO

Discussion:

On March 2, 2026, the Village Board approved Resolution 26-039 awarding a \$391,388.12 contract to Builders Paving, LLC for the South Dunhurst Resurfacing Project. These improvements included the grinding and resurfacing of streets in South Dunhurst that were impacted by the storm sewer project completed last year.

Various factors—including better-than-expected field conditions combined with the careful monitoring of the contractor's work efficiencies by the resident engineer and staff—have resulted in a reduced final contract amount. This final change order incorporates and serves to document the project's final contract quantities with respect to the originally awarded contract and establishes the final agreed-upon contract amount. Attached is the Illinois Department of Transportation's "Request for Approval of Change in Plans" form itemizing the pay-item adjustments that were necessary to complete this project.

Budget:

The final agreed-upon contract amount of \$320,636.55 represents a \$70,751.57 decrease to the original contract award.

RESOLUTION NO. 26-_____

RESOLUTION APPROVING CHANGE ORDER NO. 1 AND FINAL TO THE CONTRACT WITH BUILDERS PAVING, LLC FOR THE SOUTH DUNHURST RESURFACING PROJECT, REDUCING THE FINAL CONTRACT AMOUNT BY \$70,751.57, FROM \$391,388.12 TO \$320,636.55

WHEREAS, Resolution No. 26-039 awarded a contract to Builders Paving, LLC for the South Dunhurst Resurfacing Project (the "Project") in the amount of \$391,388.12; and

WHEREAS, various factors, including better-than-expected field conditions combined with the careful monitoring of the contractor's work efficiencies by the resident engineer and certain Public Works personnel, have resulted in a reduced final contract amount for the Project; and

WHEREAS, this Final Change Order No. 1 incorporates the Project's final contract quantities with respect to the originally awarded contract, and documents the agreed-upon final contract amount; and

WHEREAS, the agreed-upon final contract amount of \$320,636.55 is \$70,751.57 lower than the original contract award amount of \$391,388.12; and

WHEREAS, approving this Final Change Order is in the best interest of the Village;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the Village President is hereby authorized and directed to accept Change Order No. 1 and Final to the contract with Builders Paving, LLC for the South Dunhurst Resurfacing Project, reducing the final contract amount from \$391,388.12 to \$320,636.55, as attached hereto.

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

President Horcher _____

Trustee Krueger _____

Trustee Ruffatto _____

Trustee Lang _____

Trustee Vito _____

Trustee Papantos _____

Trustee Vogel _____

ADOPTED this 20th 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



Request for Approval of Change of Plans

Local Public Agency	County	Route	Section Number
Village of Wheeling	Cook	Various	25-00101-00-RS
Request Number	Contractor		
1	Builders Paving, LLC		
☒ Final			
Address	City	State	Zip Code
4401 Roosevelt Road	Hillside	IL	60162
Date			
07/13/26			

I recommend that this Deduction be made from the above contract.

The estimated quantities are shown below and the contractor agrees to furnish the materials and do the work at the unit prices.

	Item Description	Unit of Measure	Quantity	Unit Price	Addition (A) or Deduction (D)	Total Addition	Total Deduction
-	EARTH EXCAVATION	CU YD	8.5	\$60.0000	A	\$510.0000	\$0.0000
-	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	540.9	\$2.0000	D	\$0.0000	\$1,081.8000
-	NITROGEN FERTILIZER NUTRIENT	POUN	1.5	\$1.0000	D	\$0.0000	\$1.5000
-	POTASSIUM FERTILIZER NUTRIENT	POUN	1.5	\$1.0000	D	\$0.0000	\$1.5000
-	SODDING	SQ YD	540.9	\$22.5000	D	\$0.0000	\$12,170.2500
-	INLET FILTERS	EACH	4	\$125.0000	D	\$0.0000	\$500.0000
-	SUBBASE GRANULAR MATERIAL, TYPE B	CU YD	2.3	\$40.0000	A	\$92.0000	\$0.0000
-	BITUMINOUS MATERIALS (TACK COAT)	POUN	48.2	\$0.0100	A	\$0.4820	\$0.0000
-	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	0.7	\$15.0000	D	\$0.0000	\$10.5000
-	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	105.2	\$75.0000	D	\$0.0000	\$7,890.0000
-	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	33.4	\$125.0000	D	\$0.0000	\$4,175.0000
-	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	2142.2	\$11.2500	D	\$0.0000	\$24,099.7500
-	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	108.4	\$3.5000	A	\$379.4000	\$0.0000
-	DRIVEWAY PAVEMENT REMOVAL	SQ YD	45.2	\$35.0000	D	\$0.0000	\$1,582.0000
-	SIDEWALK REMOVAL	SQ FT	2150.6	\$1.7500	D	\$0.0000	\$3,763.5500
-	CLASS D PATCHES, TYPE I, 5 INCH	SQ YD	10	\$59.0000	D	\$0.0000	\$590.0000
-	CLASS D PATCHES, TYPE II, 5 INCH	SQ YD	30	\$59.0000	D	\$0.0000	\$1,770.0000

Item Description	Unit of Measure	Quantity	Unit Price	Addition (A) or Deduction (D)	Total Addition	Total Deduction
CLASS D PATCHES, TYPE III, 5 INCH	SQ YD	50	\$59.0000	D	\$0.0000	\$2,950.0000
CLASS D PATCHES, TYPE IV, 5 INCH	SQ YD	100	\$59.0000	D	\$0.0000	\$5,900.0000
FRAMES AND LIDS, TYPE 1, OPEN LID	EACH	1	\$415.0000	D	\$0.0000	\$415.0000
FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	2	\$425.0000	A	\$850.0000	\$0.0000
THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	205.5	\$4.8000	A	\$986.4000	\$0.0000
THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	2	\$18.0000	D	\$0.0000	\$36.0000
DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	EACH	5	\$425.0000	D	\$0.0000	\$2,125.0000
REMOVE AND REINSTALL BRICK PAVER	SQ FT	38.9	\$20.0000	D	\$0.0000	\$778.0000
HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3"	SQ YD	10	\$120.0000	D	\$0.0000	\$1,200.0000
COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT LESS THAN OR EQUAL TO 10 FEET	FOOT	63.4	\$40.0000	D	\$0.0000	\$2,536.0000
COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT GREATER THAN 10 FEET	FOOT	31.4	\$40.0000	A	\$1,256.0000	\$0.0000
DRAINAGE STRUCTURE CLEAN AND PATCH	EACH	5	\$250.0000	D	\$0.0000	\$1,250.0000
Total Changes					\$4,074.28	\$74,825.85

Add Row

Total Net Change	(\$70,751.57)
Amount of Original Contract	\$391,388.12
Amount of Previous Change Orders	\$0.00
Amount of adjusted/final contract	\$320,636.55

Total net deduction to date (\$70,751.57) which is -18.08% of the contract price.

State fully the nature and reason for the change

Change Order #1 is final balancing to final quantities as measured in the field.

When the net increase or decrease in the cost of the contract is \$10,000.00 or more, or the time of completion is increased or decreased by 30 days or more, one of the following statements must be checked:

- ☐ The Local Public Agency has determined that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
- ☐ The Local Public Agency has determined that the change is germane to the original contract as signed.
- ☒ The Local Public Agency has determined that this change is in the best interest of the Local Public Agency and is authorized by law.

Prepared By

Michael Barkley

Title of Preparer

Resident Engineer

Submitted/Approved

Local Public Agency Signature & Date

BY:

Title:

For a Road District project County Engineer signature required.

County Engineer/Superintendent of Highways Signature & Date

Approved:

Illinois Department of Transportation

Regional Engineer Signature & Date

IDOT Department Use Only

Received Location

Received Date

Additional Location?

☐

WMFT Entry By

Entry Date



MEMORANDUM

DATE: July 20, 2026
FROM: Daniel Kaup, Deputy Village Manager/Public Works Director
SUBJECT: Resolution Approving an Agreement and Rider with Kimley-Horn in the Amount of \$324,700 for Architectural Services Related to the Design and Development of the Friendship Park Fountain
DOLLAR AMOUNT: \$324,700
BUDGETED: Yes
BUDGET SOURCE: Capital Improvement Funds
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Community Image

EXECUTIVE SUMMARY

Due to ongoing costly repairs and maintenance needs, the Village has determined that a full replacement of the Friendship Park fountain is needed. The Village's Fountain Advisory Committee—made up of a small combination of Village staff, Plan Commission, and Village Board members—has agreed upon the concept and schematic design of the new fountain. This resolution approves a professional services agreement with Kimley-Horn for architectural services and supplemental rider related to the final design and development of the Friendship Park fountain plans and construction services in the amount of \$324,700. Funds for this project are allocated in the Village's 2026 Capital Improvement Plan.

MEMO

Background:

During the 2026 budget process, the Village Board approved funds for the design and construction of a replacement fountain at Friendship Park, where the current fountain is experiencing significant and increasing water leakage.

On March 2, 2026, the Board passed Resolution 26-047 approving a professional services agreement with Kimley-Horn for preliminary design services for the new fountain at Friendship Park. The Village assembled a Fountain Advisory Committee consisting of elected officials, plan commissioners, staff, and Kimley-Horn personnel to develop a concept for schematic design. Now that the preliminary design is complete, final design plans and construction documents must be completed prior to construction of the new fountain in 2027.

Discussion:

In May of 2025, Public Works staff sent a Request for Statement of Qualifications (RSQ) to various firms for professional engineering services to assist the Village with its capital improvement projects. Kimley-Horn was one of the selected firms in the planning and development engineering category. Kimley-Horn has designed water-feature projects similar to this and is capable of completing this project in a timely and professional manner.

In addition to professional services, this project will require a construction manager to oversee the construction. Staff has determined that the most cost-effective process to construct this fountain is through the Construction Manager as Advisor (CMa) process. The CMa will be done by a professional project and construction management firm that is not affiliated with an architectural firm, engineering firm, or any type of construction company. This allows them to provide unbiased representation to clients through the entire building process. The construction management firm will procure the multiple contracts and trades required for this project while the Village will maintain ownership of the contracts to better control costs and any changes that may arise. The construction manager contract will be presented to the Board at an upcoming meeting.

Kimley-Horn will work with the Village and the construction management firm to complete the construction of the fountain.

Budget:

The cost associated with this agreement will be paid for out of the \$5,000,000 project fund identified in the 2026 Capital Improvement Plan.

RESOLUTION NO. 26-_____

**RESOLUTION APPROVING AN AGREEMENT AND RIDER WITH KIMLEY-HORN FOR
ARCHITECTURAL SERVICES RELATED TO THE DESIGN AND DEVELOPMENT OF
THE FRIENDSHIP PARK FOUNTAIN**

WHEREAS, the Village of Wheeling (the "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, the Village has determined that Kimley-Horn is the most qualified firm to perform the design development work for the construction of a new Friendship Park Fountain and has elected to enter into an agreement providing for professional architectural design and related project management services;

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 Standard Form of Agreement between Owner and Architect and Rider attached hereto as EXHIBIT A are hereby approved.

SECTION 2: The Village President and Village Clerk are hereby authorized to execute, attest, and seal the Standard Form of Agreement between Owner and Architect and Rider 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.

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 20th 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

Standard Form of Agreement between Owner and Architect and Rider

AIA[®] Document B132[™] – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition

AGREEMENT made as of the Twentieth day of July in the year 2026
(In words, indicate day, month, and year.)

BETWEEN the Landscape Architect's client identified as the Owner:
(Name, legal status, address, and other information)

Village of Wheeling
2 Community Boulevard
Wheeling, IL 60090

and the Landscape Architect:
(Name, legal status, address, and other information)

Kimley-Horn & Associates
4201 Winfield Road, Suite 600
Warrenville, IL 60555

for the following Project:
(Name, location, and detailed description)

Friendship Park Fountain
13 N Milwaukee Avenue
Wheeling, IL 60090

The Construction Manager:
(Name, legal status, address, and other information)

Featherstone Inc.
4610 Roslyn Road
Downers Grove, IL 60515

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132[™]–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232[™]–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132[™]–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232[™]–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable," or "unknown at time of execution".)

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The Owner's Program is the demolition of the existing fountain at the northeast corner of Milwaukee Avenue and Dundee Road, with development of a new fountain and plaza as defined by the concept and preliminary drawings for the fountain by Kimley-Horn and Associates

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

The project's physical characteristics include descending fountain pools set into the topography of the site, including a large central feature with a sculptural element and fountains and an upper medium feature with fountains, an upper plaza with metal pergola and signage, stairs and ADA ramp to access the upper plaza, and additional landscape and hardscape elements, as defined by the concept and preliminary drawings for the fountain by Kimley-Horn and Associates

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

\$4,361,000

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

As defined in the attached Preliminary Project Schedule dated June 8, 2026

- .2 Construction commencement date:

As defined in the attached Preliminary Project Schedule dated June 8, 2026

- .3 Substantial Completion date or dates:

As defined in the attached Preliminary Project Schedule dated June 8, 2026

- .4 Other milestone dates:

Not applicable

§ 1.1.5 The Owner intends the following procurement method for the Project:

(Identify method such as competitive bid or negotiated contract.)

Multiple Prime Contracts

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:

(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

Multiple Prime Contracts bid in two public bid phases to facilitate an early demolition and site preparation package to support the attached Preliminary Project Schedule dated June 8, 2026.

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not applicable

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E235-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E235-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

(List name, address, and other contact information.)

Dan Kaup
Deputy Village Manager/Director of Public Works
77 W. Hintz Road
Wheeling, IL 60090

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Landscape Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Not applicable

§ 1.1.10 The Owner shall retain the following consultants and Contractors:
(List name, legal status, address, and other contact information.)

.1 Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Landscape Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1.)

.2 Land Surveyor:

Construction staking – talk to Tom

.3 Geotechnical Engineer:

Testing Services Corporation
457 East Gundersen Drive
Carol Stream, IL 60188

.4 Other consultants and Contractors:

(List any other consultants and Contractors retained by the Owner.)

Not applicable

§ 1.1.11 The Landscape Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Daniel Grove, PLA, AICP
4201 Winfield Road
Suite 600
Warrenville, IL 60555

§ 1.1.12 The Landscape Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Kimley-Horn and Associates
4201 Winfield Road
Suite 600
Warrenville, IL 60555

.2 Mechanical Engineer:

Not Applicable

.3 Electrical Engineer:

Kimley-Horn and Associates
4201 Winfield Road
Suite 600
Warrenville, IL 60555

.4 Civil Engineer:

Kimley-Horn and Associates
570 Lake Cook Road
Suite 200
Deerfield, IL 60015

§ 1.1.12.2 Consultants retained under Supplemental Services:

.1 Fountain Consultant:
Crystal Fountains Inc.
60 Snow Blvd.
Toronto, ON, Canada

.2 Lighting Consultant:
Hugh Lighting Design, LLC.
4753 N Broadway
Suite P128
Chicago, IL 60640

§ 1.1.13 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Landscape Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Landscape Architect shall appropriately adjust the Landscape Architect's services, schedule for the Landscape Architect's services, and the Landscape

Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Landscape Architect and Construction Manager. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Landscape Architect and Construction Manager.

ARTICLE 2 LANDSCAPE ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Landscape Architect shall provide professional services as set forth in this Agreement. The Landscape Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Landscape Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Landscape Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Landscape Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Landscape Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Landscape Architect shall identify a representative authorized to act on behalf of the Landscape Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Landscape Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Landscape Architect's professional judgment with respect to this Project.

§ 2.6 The Landscape Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Landscape Architect normally maintains, the Owner shall pay the Landscape Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000) for each occurrence and two million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Landscape Architect with policy limits of not less than one million dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Landscape Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide

narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, one million dollars (\$ 1,000,000) each employee, and one million dollars (\$ 1,000,000) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million dollars (\$ 2,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate.

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Landscape Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Landscape Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Landscape Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Landscape Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Landscape Architect shall manage the Landscape Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Landscape Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's other consultants. The Landscape Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants. The Landscape Architect shall provide prompt written notice to the Owner if the Landscape Architect becomes aware of any error, omission or inconsistency, in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the A Landscape architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Landscape Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. This schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Landscape Architect or Owner. With the Owner's approval, the Landscape Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Landscape Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Landscape Architect's services. The Landscape Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Landscape Architect's services.

§ 3.1.5 The Landscape Architect shall not be responsible for an Owner's or Construction Manager's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Landscape Architect's written approval.

§ 3.1.6 The Landscape Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Landscape Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Landscape Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Landscape Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Landscape Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Landscape Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Landscape Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Landscape Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Landscape Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Landscape Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Landscape Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Landscape Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreements between the Owner and Contractors; and (3) the Conditions of the Contracts for Construction (General, Supplementary and other Conditions); and (4) a project manual that includes the Conditions of the Contracts for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Landscape Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Landscape Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.4.5 Upon receipt of the Construction Manager's information and an estimate at the conclusion of the Construction Documents Phase, the Landscape Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Landscape Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Landscape Architect shall assist the Owner and Construction Manager in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing Contracts for Construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Landscape Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and
- .4 organizing and conducting the opening of bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Landscape Architect shall, as an Additional Service, consider requests for substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements, and proposed Contract Documents.

§ 3.5.3.2 The Landscape Architect shall assist the Owner and Construction Manager in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective Contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective Contractors;
- .3 preparing responses to questions from prospective Contractors and providing clarifications and interpretations of the Proposal Documents to the prospective Contractors in the form of addenda; and
- .4 participating in negotiations with prospective Contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Landscape Architect shall, as an Additional Service, consider requests for substitutions, consult with the Construction Manager, and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Landscape Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232-2019, those modifications shall not affect the Landscape Architect's services under this Agreement unless the Owner and the Landscape Architect amend this Agreement.

§ 3.6.1.2 The Landscape Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Landscape Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Landscape Architect shall not have control over, charge of, or responsibility for

the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Landscape Architect be responsible for the Contractors' failure to perform the Work in accordance with the requirements of the Contract Documents. The Landscape Architect shall be responsible for the Landscape Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for acts or omissions of the Construction Manager, or acts or omissions of the Contractors or of any other persons or entities performing portions of the Work. The Landscape Architect shall not have control over or responsibility for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work.

§ 3.6.1.3 Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Landscape Architect's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Landscape Architect issues the final Certificate for Payment.

§ 3.6.1.4 Notwithstanding any provisions of this Agreement to the contrary, the Landscape Architect's Construction Phase Services, including but not limited to site visits, submittal review, responses to requests for information, and other construction administration activities, shall be limited to the scope, frequency, and duration expressly set forth in Exhibit A. Any services exceeding such limits shall constitute Additional Services.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Landscape Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Landscape Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Landscape Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and the Construction Manager (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work. The frequency and duration of site visits shall be limited to those set forth in Exhibit A. Any additional site visits requested by the Owner or required due to project conditions not caused by the Landscape Architect shall be considered Additional Services.

§ 3.6.2.2 The Landscape Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Whenever the Landscape Architect considers it necessary or advisable, the Landscape Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Landscape Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Landscape Architect to the Contractors, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Landscape Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractors through the Construction Manager. The Landscape Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Landscape Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Landscape Architect shall endeavor to secure faithful performance by the Owner and Contractors, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Landscape Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractors designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232–2019, the Landscape Architect, with the assistance of the Construction Manager, shall render initial decisions on Claims between the Owner and Contractors as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 Not more frequently than monthly, the Landscape Architect shall review and certify an application for payment. Within seven days after the Landscape Architect receives an application for payment forwarded from the Construction Manager, the Landscape Architect shall review and certify the application as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Landscape Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Landscape Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
- .2 Where there is more than one Contractor responsible for performing different portions of the Project, the Landscape Architect shall review the Project Application and Project Certificate for Payment, with the Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed, and certified. The Landscape Architect shall certify the total amount due all Contractors collectively and shall issue a Project Certificate for Payment in the total of such amounts.

§ 3.6.3.2 The Landscape Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Landscape Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Landscape Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Landscape Architect.

§ 3.6.3.3 The issuance of a Certificate for Payment or a Project Certificate for Payment shall not be a representation that the Landscape Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment, or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.4 The Landscape Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Landscape Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Landscape Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Landscape Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Landscape Architect shall review and approve, or take other appropriate action upon, the Contractors' submittals such as Shop Drawings, Product Data and Samples, that the Construction Manager has reviewed, recommended for approval, and transmitted to the Landscape Architect. The Landscape Architect's review of the submittals shall only be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractors' responsibilities. The Landscape Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Landscape Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractors to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Landscape Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Landscape Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractors' design professionals, provided the submittals bear such professionals' seal and signature when submitted to the Landscape Architect. The Landscape Architect's review shall be for the limited purpose of checking for

conformance with information given and the design concept expressed in the Contract Documents. The Landscape Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.2, the Landscape Architect shall review and respond to requests for information about the Contract Documents. The Landscape Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Landscape Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Landscape Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Landscape Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.4.6 The Landscape Architect's review of submittals is limited to the number of reviews identified in Exhibit A. Submittals requiring additional reviews beyond those identified, including resubmittals due to incomplete, inaccurate, or non-conforming information, shall be considered Additional Services.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Landscape Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Landscape Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Landscape Architect through the Construction Manager.

§ 3.6.5.3 The Landscape Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Landscape Architect, assisted by the Construction Manager, shall:

- .1 conduct inspections to determine the date of Substantial Completion and the date of final completion;
- .2 issue a Certificate of Substantial Completion prepared by the Construction Manager;
- .3 review written warranties and related documents required by the Contract Documents and received from the Contractors, through the Construction Manager; and
- .4 after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Landscape Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Landscape Architect's inspections shall be conducted with the Owner and Construction Manager to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the lists submitted by the Construction Manager and Contractors of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Landscape Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid each of the Contractors, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Landscape Architect shall forward to the Owner the following information received from the Contractors, through the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractors under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Landscape Architect shall, without additional compensation, conduct a meeting with the Owner and Construction Manager to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Landscape Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Landscape Architect's responsibility, and the Owner shall compensate the Landscape Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Landscape Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Landscape Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Landscape Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner or Not Provided)
§ 4.1.1.1 Assistance with selection of Construction Manager	Not Provided
§ 4.1.1.2 Programming	Not Provided
§ 4.1.1.3 Multiple preliminary designs	Not Provided
§ 4.1.1.4 Measured drawings	Not Provided
§ 4.1.1.5 Existing facilities surveys	Not Provided
§ 4.1.1.6 Site evaluation and planning	Not Provided
§ 4.1.1.7 Building Information Model management responsibilities	Not Provided
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Landscape Architect
§ 4.1.1.10 Landscape design	Landscape Architect
§ 4.1.1.11 Architectural interior design	Not Provided
§ 4.1.1.12 Value analysis	Not Provided
§ 4.1.1.13 Cost estimating	Not Provided
§ 4.1.1.14 On-site project representation	Not Provided
§ 4.1.1.15 Conformed documents for construction	Not Provided
§ 4.1.1.16 As-designed record drawings	Not Provided
§ 4.1.1.17 As-constructed record drawings	Not Provided
§ 4.1.1.18 Post-occupancy evaluation	Not Provided
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.22 Telecommunications/data design	Not Provided
§ 4.1.1.23 Security evaluation and planning	Not Provided
§ 4.1.1.24 Commissioning	Not Provided
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Landscape Architect
§ 4.1.1.28 Other services provided by specialty Consultants	Not Provided

§ 4.1.1.29 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Landscape Architect's responsibility is provided below.

(Describe in detail the Landscape Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Landscape Architect's Supplemental Services.)

See Exhibit A – Kimley-Horn Professional Services Scope dated July 14, 2026 ("Scope of Services").

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

See Exhibit A – Kimley-Horn Professional Services Scope dated July 14, 2026 ("Scope of Services").

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Landscape Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Landscape Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Landscape Architect may provide Additional Services after execution of this Landscape Agreement, without invalidating the Agreement. Except for services required due to the fault of the Landscape Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Landscape Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Landscape Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Landscape Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. Services resulting from significant revisions to the Project scope, multiple bid packages, phased construction, or Owner-directed changes after approval of prior phases shall be treated as Additional Services. The Landscape Architect shall not proceed to provide the following Additional Services until the A Landscape Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Landscape Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .3 Services necessitated by enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely

- manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
 - .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
 - .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
 - .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Landscape Architect is party thereto;
 - .10 Evaluation of the qualifications of entities providing bids or proposals;
 - .11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
 - .12 Assistance to the Initial Decision Maker, if other than the Landscape Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Landscape Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Landscape Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Landscape Architect of the Owner's determination. The Owner shall compensate the Landscape Architect for the services provided prior to the Landscape Architect's receipt of the Owner's notice:

- .1 Reviewing a Contractor's submittal out of sequence from the Project submittal schedule approved by the Landscape Architect;
- .2 Responding to the Contractors' requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractors from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractors' proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner, Construction Manager or Contractors and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Landscape Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Landscape Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractors
- .2 Sixteen (16) visits to the site by the Landscape Architect and/or Civil Engineer during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Landscape Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within sixteen (16) months of the date of this Agreement, through no fault of the Landscape Architect, extension of the Landscape Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Owner shall provide the Landscape Architect with a copy of the scope of services in the agreement executed between the Owner and the Construction Manager, and any subsequent modifications to the Construction Manager’s scope of services in the agreement.

§ 5.3 The Owner shall establish the Owner’s budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner’s other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner’s budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner’s budget for the Cost of the Work, the Owner shall notify the Landscape Architect and the Construction Manager. The Owner and the Landscape Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project’s scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Landscape Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractors to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner’s behalf with respect to the Project. The Owner shall render decisions and approve the Landscape Architect’s submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Landscape Architect’s services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner’s responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Landscape Architect. Upon the Landscape Architect’s request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner’s consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Landscape Architect in this Agreement, or authorize the Landscape Architect to furnish them as an Additional Service, when the Landscape Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Landscape Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Landscape Architect's Instruments of Service.

§ 5.13 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Landscape Architect in all communications that relate to or affect the Landscape Architect's services or professional responsibilities. The Owner shall promptly notify the Landscape Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Landscape Architect's consultants shall be through the Landscape Architect.

§ 5.14 Before executing the Contracts for Construction, the Owner shall coordinate the Landscape Architect's duties and responsibilities set forth in the Contracts for Construction with the Landscape Architect's services set forth in this Agreement. The Owner shall provide the Landscape Architect a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.15 The Owner shall provide the Landscape Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and Contractors to provide the Landscape Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Landscape Architect, the Owner shall furnish the requested information as necessary and relevant for the Landscape Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Landscape Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Landscape Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Landscape Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Landscape Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Landscape Architect progresses with its Basic Services. The Landscape Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Landscape Architect could not reasonably anticipate. The Landscape Architect may review the Construction Manager's estimates solely for the Landscape Architect's guidance in completion of its services, however, the Landscape Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review. The Landscape Architect does not warrant or guarantee the accuracy of cost estimates prepared by others and shall not be responsible for differences between estimated and actual construction costs.

§ 6.3.1 If the Landscape Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Landscape Architect's cost estimates, the Landscape Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Landscape Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Landscape Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Landscape Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Landscape Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Landscape Architect's revisions in the Construction Documents Phase shall be the limit of the Landscape Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Landscape Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Landscape Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Landscape Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Landscape Architect and the Landscape Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Landscape Architect and the Landscape Architect's consultants.

§ 7.3 The Landscape Architect grants to the Owner a nonexclusive license to use the Landscape Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Landscape Architect shall obtain similar nonexclusive licenses from the Landscape Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractors, Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and Separate Contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Landscape Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Landscape Architect and Landscape Architect's consultant(s) from all claims and

causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Landscape Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the A Landscape Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Landscape Architect and the Landscape Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Landscape Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2019, General Conditions of the Contract for Construction. The Owner or the Landscape Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Landscape Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Landscape Architect, its employees and its consultants in the performance of professional services under this Agreement. The Landscape Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Landscape Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Landscape Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Landscape Architect's services, the Landscape Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and A Landscape Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in

advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

[☐] Arbitration pursuant to Section 8.3 of this Agreement

[☒] Litigation in a court of competent jurisdiction

[☐] Other: *(Specify)*

☐

If the Owner and Landscape Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common issues of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional

person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Landscape Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Landscape Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Landscape Architect's option, cause for suspension of performance of services under this Agreement. If the Landscape Architect elects to suspend services, the Landscape Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Landscape Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Landscape Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Landscape Architect's services. The Landscape Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Landscape Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Landscape Architect shall be compensated for expenses incurred in the interruption and resumption of the Landscape Architect's services. The Landscape Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Landscape Architect, the Landscape Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Landscape Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or if the Landscape Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Landscape Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Landscape Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Landscape Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Landscape Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Not applicable

.2 Licensing Fee if the Owner intends to continue using the Landscape Architect's Instruments of Service:

Not applicable

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Landscape Architect's Instruments of Service in the event of a termination of this Landscape Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Landscape Architect and Construction Manager.

§ 10.3 The Owner and Landscape Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Landscape Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, and including any payments due to the Landscape Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Landscape Architect to execute certificates, the proposed language of such certificates shall be submitted to the Landscape Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Landscape Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Landscape Architect for review at least 14 days prior to execution. The Landscape Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Landscape Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Landscape Architect shall have the right to include photographic or artistic representations of the design of the Project among the Landscape Architect's promotional and professional materials. The Landscape Architect shall be given reasonable access to the completed Project to make such representations. However, the Landscape Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Landscape Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Landscape Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Landscape Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those

employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Landscape Architect’s Basic Services described under Article 3, the Owner shall compensate the Landscape Architect as follows:

- .1 Stipulated Sum
(Insert amount)

\$324,700

§ 11.2 For the Landscape Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Landscape Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Not applicable

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Landscape Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly Fee

§ 11.4 Compensation for Supplemental and Additional Services of the Landscape Architect’s consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Landscape Architect plus five percent (5 %), or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

Not applicable

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Design Development Phase	Thirty-eight percent (38 %)
Construction Documents Phase	Thirty-four percent (34 %)
Procurement Phase	Five percent (5 %)
Construction Phase	Twenty-three percent (23 %)
Total Basic Compensation	one hundred percent (100.00 %)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Landscape Architect may be providing its services in multiple Phases simultaneously. Therefore, the Landscape Architect shall be

permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Landscape Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Landscape Architect and the Landscape Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Landscape Architect's and Landscape Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Classification	Rate
Analyst I	\$150 - \$165
Analyst II	\$165 - \$195
Professional	\$195 - \$215
Senior Professional I	\$235 - \$265
Senior Professional II	\$260 - \$340
Senior Technical Support	\$175 - \$225
Technical Support	\$110 - \$165
Support Staff	\$100 - \$150

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Landscape Architect and the Landscape Architect's consultants directly related to the Project, as follows:

1. Transportation and authorized out-of-town travel and subsistence;
2. Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
3. Permitting and other fees required by authorities having jurisdiction over the Project;
4. Printing, reproductions, plots, and standard form documents;
5. Postage, handling, and delivery;
6. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
7. Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
8. If required by the Owner, and with the Owner's prior written approval, the Landscape Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Landscape Architect's consultants;
9. All taxes levied on professional services and on reimbursable expenses;
10. Site office expenses;
11. Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
12. Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Landscape Architect and the Landscape Architect's consultants plus fifteen percent (15 %) of the expenses incurred.

§ 11.9 Architect's Insurance

If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Landscape Architect normally maintains, the Owner shall pay the Landscape Architect for the additional costs incurred by the Landscape Architect for the additional coverages as set forth below:

(Insert the additional coverages the Landscape Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Landscape Architect.)

Not Applicable

§ 11.10 Payments to the Landscape Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of () (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Landscape Architect of () (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Landscape Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Landscape Architect's invoice. Amounts unpaid twenty-five (25) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Landscape Architect.

(Insert rate of monthly or annual interest agreed upon.)

%

§ 11.10.2.2 The Owner shall not withhold amounts from the Landscape Architect's compensation to impose a penalty or liquidated damages on the Landscape Architect, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Landscape Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 12.1 Notwithstanding anything to the contrary in this Agreement, the services to be provided by the Landscape Architect are limited to those specifically described in **Exhibit A – Kimley-Horn Professional Services Scope dated July 14, 2026 ("Scope of Services")**.

In the event of any conflict, inconsistency, or ambiguity between this Agreement and the Scope of Services, the Scope of Services shall govern with respect to the nature, extent, and limitations of the Landscape Architect's services.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Landscape Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Landscape Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B132™–2019, Standard Form Agreement Between Owner and Landscape Architect, Construction Manager as Adviser Edition
- .2 Building Information Modeling Exhibit, if completed:

☐

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[☐] AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:

(Insert the date of the E235-2019 incorporated into this Agreement.)

☐

- [☒] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

The following exhibits are incorporated into this Agreement:

Exhibit A – Kimley-Horn Professional Services Scope dated July 14, 2026

Exhibit B – Rider to Standard Form of Agreement, dated July 14, 2026

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

☐

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

LANDSCAPE ARCHITECT (Signature)

(Printed name, title, and license number, if applicable)

Kimley-Horn Professional Services Scope

Friendship Park Fountain, Wheeling, IL

July 14, 2026

Task 1: Design Development Phase

Task 1A: Tree Preservation and Replacement Plans

Utilizing site base and tree location and information provided by the project surveyor, Kimley-Horn will identify all trees on the property greater than or equal to 8" caliper. The information will be organized as a Tree Inventory Report listing common name, botanic name (genus and species), size, approximate height (evergreen trees), crown spread, condition, form, and general comments regarding the quality of the identified trees. This information will be used to prepare a Tree Removals and Preservation Plan based on the proposed site improvements. The plan is intended to be part of the demolition package and will also include tree protection details.

Deliverables include:

1. Tree Inventory Report
2. Tree Removals and Preservation Plan(s) (black-and-white PDF)
3. Tree Protection details
4. Revise the Tree Removals and Preservation Plan one (1) time based on Client comment, municipal comment, and/or site plan changes.

Task 1B: Landscape Architecture Design Development

Following Client and/or project team feedback and in preparation of submittal for municipal review, Kimley-Horn will advance the landscape and hardscape plans into a 50% level design to include adequate detail and information to allow for the Construction Manager to prepare a cost estimate update. The Design Development Landscape and Hardscape Plans will be submitted and reviewed by the Village of Wheeling. These plans will include:

1. Location of existing and proposed landscape and hardscape improvements
2. Identification of respective plant material locations, species, quantities, and installed sizes.
3. Location and treatment of all non-hardscape ground surfaces
4. Locations, general dimensions, and treatment of all hardscape surfaces
5. Landscape Materials List
6. Hardscape Materials and Furnishings Schedule
7. Landscape Notes
8. Plant material installation details

Exhibit A

9. Material and Furnishings Product Sheets

Deliverables include:

1. Design Development Landscape Plan (black-and-white PDF)

Revise the Design Development Landscape Plan one (1) time based on Client comment, Construction Manager comment, and/or minor site plan changes.

Task 1C: Civil Engineering Design Development

Kimley-Horn will prepare one set of Design Development civil engineering drawings for the subject property based upon the approved Schematic Design. The plans will be prepared at an appropriate engineering scale to depict the proposed site improvements in sufficient detail. The Design Development plans will generally consist of the following sheets and their respective contents:

1. Cover Sheet
 - a. Kimley-Horn will incorporate project information, sheet index, vicinity map, and general project data.
2. General Notes
 - a. Kimley-Horn will incorporate construction, utility, drainage, and general notes as required by agencies having jurisdiction.
3. Existing Conditions / Demolition Plan
 - a. Kimley-Horn will develop a plan that will show known surface and subsurface facilities to be scheduled for demolition.
4. Site Plan
 - a. The site plan will show the proposed site improvements within the subject property limits. Improvements to Milwaukee Avenue and Dundee Road are not anticipated however curb and gutter removal and replacement along the roadways are considered included. Adequate dimensions will be provided on this plan for new and revised sidewalks, signage, and other miscellaneous site improvements.
5. Erosion Control Plan
 - a. Kimley-Horn will prepare an erosion control plan that will show proposed measures (to be installed by the Contractor) to minimize sediment from being carried to adjacent properties during construction.
6. Grading and Utility Plan
 - a. Kimley-Horn will prepare a grading and drainage plan that will depict existing and proposed contours, as well as proposed spot grades to aid the contractor in performing on-site earth moving measures. This plan will include proposed drainage structures and pipes for collecting on-site runoff. Existing storm sewer discharge points and points of connection are anticipated to remain unchanged. This work does not include design of any new outfalls / connections or an increase in runoff to the IDOT storm sewer system. This plan will include

Exhibit A

manhole types, pipe lengths, materials, and slopes. The water service and sanitary service will be incorporated into the plan. Coordination with the respective design sub-consultants will be included.

7. Maintenance of Traffic Plan

- a. Kimley-Horn will prepare a maintenance of traffic plan utilizing standard IDOT traffic control details and daytime lane closures. Detours, staged construction sequencing plans, temporary traffic signals, pedestrian detour plans, and traffic analyses are not included.

8. Construction Details

- a. Kimley-Horn will prepare details showing the paving, utilities, and erosion control required for civil site construction or via references to State, County, or Village standard details.

Significant site plan changes will be considered an Additional Service. Revisions to the Design Development Plans as a result of consolidated comments from the Client will be addressed in Task 2C.

Deliverables:

1. One (1) Design Development (50%) Plan Submittal

Assumptions:

1. Significant revisions resulting from changes in project scope, design direction, regulatory requirements, or client-requested redesign shall be considered Additional Services.

Task 1D: Demolition Package Plan

Following approval of the Design Development plans, Kimley-Horn will prepare a demolition package intended to allow the Client to bid and implement demolition activities in advance of the final construction package. The package will identify existing site improvements designated for removal and include supporting plans necessary to facilitate demolition operations. This task will include the following:

1. Demolition Plan

- a. Kimley-Horn will prepare a demolition plan identifying existing hardscape, site furnishings, utilities, fountain components, landscaping, and other site improvements designated for removal.

2. Erosion Control Plan

- a. Kimley-Horn will prepare an erosion and sediment control plan depicting temporary measures required to support demolition activities and maintain compliance with applicable regulations during construction.

3. Maintenance of Traffic Plan

- a. Kimley-Horn will prepare a maintenance of traffic plan supporting the proposed demolition operations and anticipated traffic control requirements adjacent to Milwaukee Avenue and Dundee Road.

Deliverables:

Exhibit A

1. One (1) Demolition Package Plan Submittal

Task 1E: Structural Engineering Design Development

This task provides the preliminary structural design of the approximately 6' tall, curved retaining wall per geotechnical recommendations with stone veneer finish and adjacent sidewalk bridge.

The following items are anticipated to be provided as part of this task:

- Retaining wall plan and profile sheets
- Preliminary retaining wall and sidewalk bridge estimated quantities

One (1) round of comments from each design submittal will be incorporated into the subsequent design submittals.

Task 1F: Electrical Engineering Design Development

Kimley-Horn will prepare a set of Electrical Design Development Drawings for the proposed site. Electrical Construction Drawings will include power distribution from a client-specified point-of-connection. Point-of-connection, low voltage pump and ALL light fixture cutsheets shall be provided by Client prior to design kickoff. It is assumed that power will be supplied from an existing electrical service, and that a new electrical service will not be required. Kimley-Horn will issue Design Development Drawings and make one (1) round of revisions based on Client comment.

Task 1G: Lighting Design Development

Hugh Lighting and Design will assist the team in Design Development, including attendance at up to two (2) required meetings with architect and/or owner; provide concept documentation including preliminary or sketch drawings in AutoCAD or PDF, and outline specifications, and present concept for approval. Any work after the design concept is approved shall be deemed Additional Services.

Task 1H: Fountain Design Development

Crystal Fountains (CF) shall collaborate with the Client and design team to explore, refine, and confirm the design vision. Visual references, preliminary details, preliminary simulations, and preliminary mechanical/electrical schematics will be developed to help to assist Construction Manager in determining overall costs. Following approval from the Client, Crystal Fountains will prepare formal mechanical, electrical and architectural water feature drawings and specifications to submit as Design Development Drawings.

Assumptions:

Exhibit A

- Primary coordination to formulate the DD package conducted via teleconference & e-mail.
- CF shall be provided complete 2D CAD base information to commence the DD process.
- This phase will include 2D CAD modelling only. We assume this is not a formal BIM360 coordination project & does not include REVIT.
- No in-person Illinois site meetings are included as part of this work phase.
- All submissions made via e-mail or project FTP site as required. No hard copies exchanged.
- One of our specialist water feature contractor partners will provide key review and input with regard to function analysis and water feature installation budget.

Deliverables:

- Servicing & Schematic Diagramming: Water feature power and water service requirements via advanced mechanical & electrical process piping and instrument diagram (P&ID).
- 2D CAD Drawings: Water features mechanical, electrical, and outline architectural drawings including mark ups of the Design Team's progress drawing packages. This includes plans, sections, elevations, notations, dimensions & data charts as required.
- Bill of Materials (BOM): CF will generate water feature component lists with recommended supplier categories.
- Costs: CF will provide the Construction Manager with refined cost estimates for specialty equipment & services supply/installation at the conclusion of DD.
- Specifications: Division 13 MasterSpec specifications as related water feature. CF scope will cover water feature mechanical, electrical and water feature structural only. Material finishes specifications are by the Landscape Architect.

Task 1I: Meetings

Kimley-Horn will participate in regular progress meetings during the Design Development Phase. This phase is anticipated to last approximately 11 weeks. Kimley-Horn will conduct up to six (6) progress meetings

Task 2: Construction Documents Phase

Task 2A: Landscape Architecture Construction Documents

Kimley-Horn will prepare biddable Landscape and Hardscape Construction Documents based on the information and input from the tasks above. This plan will include:

1. Location of existing and proposed landscape and hardscape improvements
2. Identification of respective plant material locations, species, quantities, and installed sizes.
3. Location and treatment of all non-hardscape ground surfaces
4. Locations, dimensions, and treatment of all hardscape surfaces
5. Landscape Materials List
6. Hardscape Materials and Furnishings Schedule
7. Landscape Notes
8. Plant material installation details
9. Detail call outs, materials schedule and call outs
10. Material and Furnishings Product Sheets for:
 - a. Pergola
 - b. Standalone benches
 - c. Integrated seatwall benches
 - d. Trash receptacles
11. Standard construction details for:
 - a. Specialty pavement
 - b. Outcropping stone installation
 - c. Railings
12. Custom construction details for:
 - a. Fountain walls
 - b. Planter walls
 - c. Stairs
 - d. Signage
13. Design intent drawings for sculptural fountain element

Landscape and Hardscape Plans are intended to convey design intent only. Final dimensions, grading, and horizontal control shall be as shown in the Civil Engineering drawings.

Deliverables include:

1. Landscape and Hardscape Construction Document Plan(s) issued at 90% (black-and-white PDF)

Revise the Landscape Construction Documents up to two (2) times based on Client comment, Construction Manager Comment, and/or minor site plan changes, and issue as Issued for Construction.

Exhibit A

Task 2B: Irrigation Drawings

Kimley-Horn will portray irrigation connection, mainlines, sleeves, lateral lines and emitters for 100% coverage of the following landscape areas:

- Adjacent to the fountain
- Adjacent to the stairs
- Between the stairs and ramp
- In the four (4) raised landscape beds adjacent to the intersection
- Around the two (2) site signs

The plans will consist of irrigation details, notes, calculations, and emitter information for areas of landscape improvement only. The plan assumes the improvements will tie into new irrigation meters and backflows designed by others. This plan will include:

- Location of existing and proposed relevant irrigation equipment.
- Irrigation symbols representative of pipe and emitter type, sizes, and locations.
- Irrigation schedule / irrigation material list
- Irrigation details
- General irrigation notes
- Irrigation calculations (if applicable)

Plan deliverables for the aforementioned tasks will consist of:

- Final Irrigation Plan(s) (black-and-white PDF)

Revise the aforementioned Plan(s) up to one (1) time based on municipal comment, and/or minor site plan changes.

Task 2C: Civil Engineering Construction Documents

Following approval of the Design Development plans, Kimley-Horn will prepare final Construction Documents incorporating comments from the Village and Authorities Having Jurisdiction (AHJs). This task will include the following:

1. Construction Document Preparation
 - a. Revise and finalize previously prepared drawings in the Design Development task and incorporate demolition package information into the final construction documents.

Deliverables:

1. One (1) Final Construction Document (100%) Submittal

Assumptions:

1. Significant revisions resulting from changes in project scope, design direction, regulatory requirements, or client-requested redesign shall be considered Additional Services.

Exhibit A

Task 2D: Permitting Task

Kimley-Horn will assist the Client with preparation and submission of permit applications and supporting documentation required for review by the following anticipated AHJs;

1. Illinois Department of Transportation (IDOT) – Highway Permit
 - a. Kimley-Horn will assist the Client in the preparation of applications, submit for review to IDOT for a Construction Permit for the proposed modifications.
 - b. It is assumed that the design drawings and permit application documents will be revised no more than one (1) time before the completion of the services outlined in this agreement. We anticipate up to forty (40) hours of effort for this Agency. Should additional effort be required, Kimley-Horn will provide this effort as an Additional Service.
 - c. Based on IDOT's anticipated review lead times, recommend this permit be submitted within the Design Development task with Client approval.
 - d. It is assumed that an IDOT Drainage Checklist will not be required for the proposed improvement and stormwater calculations for the IDOT right-of-way have not been included in the proposed scope of work. Preparation of drainage studies, drainage checklists, or stormwater modeling for IDOT or other agencies is excluded unless specifically authorized.
 - e. It is anticipated that daytime lane closures will be necessary for construction activities.
2. Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) – Watershed Development Ordinance Permit
 - a. Kimley-Horn will assist the Client in the preparation of applications, submit for review to MWRDGC for a WDO Permit for the proposed modifications.
 - b. Kimley-Horn will prepare and submit a Letter of Determination request.
 - c. It is assumed that the majority of the project improvements will be evaluated as non-residential development and thus trigger the runoff and volume control requirements due to the anticipated disturbance exceeding 0.5 acres, respectively outlined in the WDO.
3. Illinois State Historic Preservation Office (SHPO) – Historical Preservation
 - a. Kimley-Horn will assist the Client in the preparation of applications, submit for review to SHPO for Cultural Resources Review
4. Illinois Department of Natural Resources (IDNR) - Endangered Species Compliance.
 - a. Kimley-Horn will assist the Client in the preparation of applications, submit for review to IDNR for EcoCAT Review.

Assumptions:

1. Illinois Environmental Protection Agency – National Pollutant Discharge Elimination System Permit not included as the disturbance area will not exceed one (1) acre.
2. Illinois Environmental Protection Agency – Sanitary Sewer not included as this development will not include a new public sanitary sewer extension nor a service connection generating 15 PE or more.

Task 2E: Structural Engineering Construction Documents

This task provides the final structural design of the approximately 6' tall, curved retaining wall per geotechnical recommendations with stone veneer finish and adjacent sidewalk bridge.

The following items are anticipated to be provided as part of this task:

- Retaining wall plan and profile sheets
- Wall typical sections and details
- Wall aesthetic details
- Sidewalk bridge details
- Final retaining wall and sidewalk bridge estimated quantities

Task 2F: Electrical Engineering Construction Documents

Kimley-Horn will prepare a set of Electrical Construction Drawings for the proposed site. Electrical Construction Drawings will include power distribution from a client-specified point-of-connection. Kimley-Horn will provide under this task up to two (2) submittals with (1) round of revisions based on joint comments received from the Client and Construction Manager reviews. Electrical construction drawings will include general notes/legend, site plan, single line diagram, and electrical details. Book type specifications are not a part of this task. This task does not include a site visit; however, Kimley-Horn can provide a site visit as an additional service, if requested.

Electrical Construction Drawings will include power distribution for the following fixtures only:

- 41 GFCI receptacles
- 41 Tree uplights
- 9 Lighted bollards
- 2 Signage uplights
- 8 Handrail lights
- 20 Tapelight fixtures
- 18 Underwater pool lights
- 7 Weir lights
- 5 Low voltage pumps
- 5 VFDs
- 4 Sensors
- Conditioning unit for mechanical room
- 4 Mechanical room lights

Task 2G: Lighting Design Construction Documentation

Hugh Lighting and Design will assist the team in preparing Construction Documents, including attendance at up to two (2) required meetings with project team members; refine and finalize design; and, as required, provide detailed documentation including: complete lighting design

Exhibit A

drawings in AutoCAD to be incorporated into Architectural and/or Engineering drawings for final documentation, and final lighting fixture specifications. Consultant shall provide photometry calculations as requested to verify compliance to industry recommendations and/or Village requirements. Any work after the design concept is approved shall be deemed Additional Services.

Task 2H: Fountain Tender Documentation

Based on the approved water features from the Design Development Phase, CF will prepare the Tender Documents (TD) drawings for the water feature. During this phase, CF will teleconference with the Client and Design Team

Assumptions:

- Primary coordination to formulate the CD package conducted via teleconference & e-mail.
- The Design Team shall provide CF with complete 2D CAD base information to commence the TD process.
- This phase will include 2D CAD MEP modelling only. We assume this is not a formal BIM360 coordination project and REVIT is not required.
- No in-person Illinois site meetings are included as part of this work phase
- All submissions made via e-mail or project FTP site as required. No hard copies exchanged
- The 100% TD package will include water feature mechanical & electrical, equipment space water feature-specific elements layout.

Deliverables:

- Servicing & Schematic Diagramming: Water feature power and water service requirements via advanced mechanical & electrical process piping and instrument diagram (P&ID) provided
- 2D CAD Drawings: Finalized water feature mechanical, electrical, and outline architectural drawings including mark-ups of The Client progress drawing packages. This includes plans, sections, elevations, notations, dimensions & data charts as required. One (1) drawing package submission is included.
- Bill of Materials (BOM): CF will generate a finalized water feature component lists with recommended supplier categories.
- Specifications: Finalized Division 13 Master Spec specifications as related to water feature CF scope will cover water feature mechanical, electrical and operational only. Material finishes specifications are by the Landscape Architect.

Exhibit A

Task 2i: Meetings

Kimley-Horn will participate in regular progress meetings during the Construction Documents Phase. This phase is anticipated to last approximately 13 weeks. Kimley-Horn will conduct up to seven (7) progress meetings

Task 3: Procurement Phase

Task 3A: Kimley Horn Bid Assistance

During the bidding process, Kimley-Horn can provide the following services as requested

- Attend the pre-bid conference with potential bidders.
- Respond to questions from prospective bidders.
- Issue clarifications or addenda as necessary.
- Attend bid opening if needed
- Review bid summary and recommendation of award.

This task assumes 60 hours total effort. Additional effort can be provided as requested by the Client as additional services, billed at our hourly rates.

Task 3B: Lighting Design Bid Assistance

Hugh Lighting and Design will assist the team in Bid Assistance, including assisting Client with review of contractor fixture costs and bids. Verify cost fairness and accuracy and aid Client with Consultant proposed alternates where requested.

Task 3C: Fountain Design Bid Assistance

CF will collaborate to provide telephone & e-mail assistance as related to the proposed water feature mechanical, electrical, and outline architectural works only. CF will respond to questions from prospective bidders and issue clarifications and addenda as necessary.

Task 4: Construction Phase

Task 4A: Landscape Architecture Construction Phase Services

Kimley-Horn will complete the following construction phase services related to site landscape

- Attend and participate in one (1) Pre-Construction meeting before the start of construction
- Review Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and any action taken in response will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders.
- Complete one (1) day of nursery visits to select and tag plant material
- Complete one (1) site visit to review plans and conditions with contractor, flag key plant locations, and define bedlines
- Conduct up to one (1) site visit per month for the duration of construction, anticipated to be seven (7) months. These are anticipated to be scheduled to align with in-person attendance at Owner/Architect/Contractor (OAC) construction meetings during the site visit.
- Participate virtually in up to seven (7) additional OAC meetings.
- Complete final walk-thru review and provide punch-list memo.
- Complete a one-year warranty walk to identify any plant material to be replaced before warranty expires. Provide punch-list memo.

This task anticipates up to 82 hours of effort for this Task. Should additional effort be required, Consultant will provide this effort as Additional Services.

Task 4B: Civil Engineering Construction Phase Services

Kimley-Horn will provide the limited construction phase services specifically stated below:

1. Pre-Construction Conference
 - a. Kimley-Horn will attend one (1) Pre-Construction Conference before the start of construction.
2. Shop Drawings and Samples
 - a. Kimley-Horn will review Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and any action taken in response will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders.
3. Substitutes and "or-equal/equivalent"

Exhibit A

- a. Kimley-Horn will evaluate the acceptability of substitute or "or-equal/equivalent" materials and equipment proposed by Contractor in accordance with the Contract Documents.
4. Clarifications and Interpretations
 - a. Kimley-Horn will respond to reasonable and appropriate Contractor requests for information made in accordance with the Contract Documents and issue necessary clarifications and interpretations. Any orders authorizing variations from the Contract Documents will be made only by Client.
5. Site Visits and Construction Observation
 - a. Kimley-Horn will make up to two (2) site visits per month up to seven (7) months by one (1) Kimley-Horn employee to observe the progress of the work. Observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document and keep Client informed of the general progress of the work.
6. Construction Meetings
 - a. Kimley-Horn will attend up to one (1) monthly scheduled Owner/Architect/Contractor (OAC) construction meeting on-site up to seven (7) meetings.
7. Change Orders
 - a. Kimley-Horn may recommend Change Orders to the Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
8. Substantial Completion
 - a. When requested by Contractor and Client, Kimley-Horn will conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.

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

Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement.

Preparation of record drawings, resident project representative services, material testing coordination, pay application review, and full-time construction observation are not included.

Task 4C: Structural Engineering Construction Phase Services

Following the award of a construction contract by the Client, the Consultant can provide the following services during the construction phase of the project, as requested by the Client for up to a combined total of twelve (12) shop drawings and RFI's.

- *Review shop drawings.* Consultant will review and recommend approval or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequence, schedules, or procedures of construction or to related safety precautions and programs.
- *Response to Request for Information (RFI's).* Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variation from the Contract Documents will be made by the Client.

Task 4D: Electrical Engineering Construction Phase Services

This task consists of reviewing and answering contractor RFIs, review of shop drawings, and meetings and coordination with the Client and Contractor. This scope includes up to 12 hours for review of shop drawings, responding to RFIs, and coordination with the Client and Contractor. Additionally, the Electrical Engineer will attend up to 12 conference calls during the duration of construction.

This captures effort related to the preparation for, attendance of, and follow-up required for those meetings and conference calls.

Task 4E: Lighting Design Construction Phase

Hugh Lighting and Design will assist the team in Construction Phase Services, including answering contractors' written and emailed questions as approved by Client and reviewing of shop drawing submittal.

Task 4F: Fountain Construction Phase

Crystal Fountains will provide the following services during the Construction Phase:

Construction Administration (CA)

Deliverables

Exhibit A

- Shop Drawings: *Review & report (to The Construction Manager)* on trade contractor shop drawings & engineering calculation notes.
- Components: *Review & report (to The Construction Manager)* on mechanical/electrical trade contractor equipment and materials lists.
- Plant Room. *Review & report (to The Construction Manager)* on the drawings as related to the water feature plant/pump room.
- Water Feature Architecture: *Review & report (to The Construction Manager)* on construction drawings as related to pool configurations, critical outline dimensions & general finishes only.
- Submittals. *Review & report (to The Construction Manager)* on water feature specialty material submissions. Material submittal final approvals are the responsibility of others. CF will recommend & provide advice only.
- Technical Assistance: Provide technical assistance to the project team as related to mechanical and electrical works via telephone and e-mail.

Critical Phase Observation (CPO)

We have provision for two (2) on-site meetings attended by CF Technical Associate to review construction progress as related to the water feature. CF shall require minimum twelve (12) working days notification before attendance to site. Due to the custom nature of these fountains, appropriate visit periods shall be determined once construction phase activities are better understood.

Deliverables

- CPO #1 @ In-Concrete Construction Phase: 1 CF Associate / 1 day on site including travel. Additional days considered extra and invoiced at rates indicated in this proposal plus reimbursable travel expenses.
- CPO #2 @ Progress Construction Phase: 1 CF Associate / 1 day on-site including travel. Additional days considered extra and invoiced at rates indicated in this proposal plus reimbursable travel expenses.
- Reports: CF shall submit site visit reports to The Construction Manager.

WATERlab Choreography & Programming (WCP)

CF will develop a total of two (2) digital WATERlab™ simulations for intended water feature programs to implement during the commissioning phase. These are submitted to The Client well before commissioning with the intent to gain sign-off before arriving on-site. Depending on timing, digital protocols, and channel assignments within the Animation Control Panel (ACC) are assigned in factory. The ACC unit is shipped to the site and the programs are fine-tuned at the time of water feature commissioning.

Assumptions:

- This proposal assumes only two (2) multi-generational WATERlab™ simulation programs @ maximum of 2 minutes in duration each for WFOI Interactive.

Exhibit A

- The process begins with a "Run-of-Show" meeting that includes all stakeholders. CF will lead the discussion to determine when and how the fountain operates. These decisions will inform what and how CF programs the feature.
- The intent is these two-minute segments are strung together on-site to create full-length choreography programs for final implementation & public consumption
- This proposal does not include musical choreography programs or technology.
- CF is not responsible for selecting or purchasing music licenses.
- The client shall approve all program simulations at least 2 months before commissioning.

Aesthetic Commissioning & Training (ACT)

Once the fountain works are completed and the specialist (water feature) contractor has finalized the practical commissioning per CF commissioning methods, the CF Design Associate shall arrive on-site to work closely with the CF Technician (provided as part of the ACC supply) and the Water Feature Specialist Contractor to fine-tune the choreography and capture the overall design intent

Assumptions:

- CF is not responsible for incomplete construction works that delay on-site programming activities. Extra on-site time and expenses (beyond the periods outlined in this proposal) charged at daily rates.
- This proposal fee assumes ALL commissioning activities, including training, shall happen within the period of one (1) trip and not as part of a return trip.
- These durations are estimates only based on experience; however, since every water feature project is different and unique, we cannot guarantee it will not take more time.

Deliverables:

- Aesthetic & Technical Commissioning: 1 CF Design Associate & 1 CF Site Technician (technician provided as part of CF ACC supply) / estimated three (3) days on-site including travel return from Toronto to Illinois. Additional days considered extra and invoiced as additional services
- Training: One (1) CF Site Technician (provided as part of CF ACC supply) to assist the specialist contractor in demonstrating the water feature operation and maintenance with the facility maintenance team. Training typically takes ½ day per water feature depending on the project. Training happens as part of the aesthetic commissioning period only Additional days considered extra and invoiced as additional services
- Report: CF shall submit a final report to The Construction Manager and The Client

Additional Services:

Any services not specifically provided for herein, as well as changes in the scope of proposed services and revisions requested by the Client after substantial completion of the proposed services, will be considered Additional Services and will be performed at our hourly rates. Potential services not addressed in this Agreement, but which may be required include, but are not limited to:

- Environmental Engineering Services
- Geotechnical Engineering Services
- Easement Documents and/or Coordination
- Platting, Construction Staking or Survey Services beyond those mentioned above
- Dry Utility Design
- Electrical Service Upgrades
- SWPPP Monitoring and/or Observation Logs
- Drainage modeling / IDOT Checklist
- Pad Certification Assistance
- Traffic Studies / Detours
- BIM coordination / Revit
- Hazardous Materials Remediation

Exhibit B

**RIDER TO STANDARD FORM OF AGREEMENT BETWEEN OWNER
AND LANDSCAPE ARCHITECT, CONSTRUCTION MANAGER AS ADVISOR, AIA
DOCUMENT B132-2019 EDITION, BY AND BETWEEN THE VILLAGE OF
WHEELING (“OWNER”) AND KIMLEY-HORN (“LANDSCAPE ARCHITECT”)
DATED JULY 14, 2026**

This Rider is attached to, and is incorporated by reference in, the Standard Form of Agreement Between Owner and Landscape Architect, Construction Manager as Advisor, AIA Document B132-2019 Edition – (“Agreement”) made and entered into by and between the Village of Wheeling (the “Owner”) and Kimley-Horn (the “Landscape Architect”) for the purpose of supplementing and modifying certain terms and conditions of the Agreement. In the event of a conflict between the Agreement and this Rider, the provisions set forth in this Rider shall govern and control. Where any provision of the Standard Form of Agreement is modified or deleted by this Rider, the unaltered portions of those provisions shall remain in effect.

1. **Section 2.6.8** Insert the words “within 10 days of the date of this Agreement” at the end of the sentence.

2. **Section 3.1.2** In the fifth line after the word "aware" insert the following: ", or should have become aware of in the exercise of the customary standard of care.

3. **Section 3.1.8** Add the following Section to Article 3:

“**3.1.8** The Landscape Architect is responsible for the coordination of all drawings and design documents relating to Landscape Architect's design used on the Project, regardless of whether such drawings and documents are prepared or provided by Landscape Architect, and/or by Landscape Architect's consultants, excepting any third parties, including the Owner. Landscape Architect is responsible for coordination and internal checking of all drawings and for the accuracy of all dimensional and layout information contained therein, as fully as if each drawing were prepared by Landscape Architect. Landscape Architect is responsible for the completeness and accuracy of all drawings and specifications submitted by or through Landscape Architect and for their compliance with all applicable codes, ordinances, regulations, laws, and statutes.”

4. Delete **Section 3.4.2** in its entirety and substitute the following:

“**3.4.2** Construction drawings, specifications, or other Construction Documents submitted by Landscape Architect must be complete and unambiguous and in compliance with all applicable codes, ordinances, statutes, regulations, and laws. By submitting the same, Landscape Architect certifies that Landscape Architect has informed the Owner of any tests, studies, analyses, or reports that are necessary or advisable to be performed by or for the Owner at that point in time. Landscape Architect shall confirm these facts in writing to the Owner.”

5. **Section 3.5.1** Delete the words “or negotiated proposals” in the third line, the words “or proposals” before (3) and the words “or proposal” before the words “if any”, delete the period at the end of the sentence and add “which may include the development and distribution of a prequalification process. The Landscape Architect shall make a recommendation to the Owner as to which bidder in her professional judgment is the lowest responsible bidder. This recommendation comes at a courtesy, and the Landscape Architect neither represents or warrants the quality or workmanship of the lowest responsible bidder.”

6. **Section 3.6.2.1** Add the words “or schedule” after the words “Contract Documents” in the eighth line. Add as a new sentence, “The Landscape Architect shall use her professional efforts to endeavor to guard the Owner against negligent defects and deficiencies in the work.”

7. Delete the first sentence of **Section 3.6.2.2** in its entirety and substitute the following:

“The Landscape Architect shall have the authority and obligation to reject Work that it knows does not conform to the Contract Documents.”

8. **Section 3.6.2.3** After the last sentence of this Section insert the following sentence: “Any communication via e-mail shall be deemed sufficient to satisfy the writing requirement provided herein.”

9. **Section 3.6.2.4** Delete the last sentence and insert as follows, “The Landscape Architect shall consult with the Owner on matters relating to aesthetic effect, but the Owner’s decision in these matters shall be final.”

10. Make the following change to **Section 3.6.4.5**: Add “including a submittal log,” after “The Landscape Architect shall maintain a record of submittals”.

.4 confirm that the appropriate back up documentation is included and mathematically correct including mark ups and taxes pursuant to the requirements of the Contract Documents.”

11. **Section 5.4** Insert the following at the end:

“In dealing with the Designated Representative, the Landscape Architect acknowledges that the Owner is an Illinois public body that can only be contractually bound by an affirmative vote of the Village of Wheeling Board of Trustees. The Owner shall not unreasonably delay its vote to approve or disapprove necessary items in relation to the Landscape Architect’s duties in relation to this Project.”

12. **Section 7.3** In the first sentence, delete the words "solely and exclusively".

13. **Section 7.6** Add Section 7.6 as follows:

“7.6 Any negligently defective designs or specifications furnished by the Landscape Architect will be corrected by the Landscape Architect at no cost to the Owner. The Owner’s approval, acceptance, use of or payment for all or part of the Landscape Architect’s services hereunder or of the Project itself shall in no way alter the Landscape Architect’s obligations for the Owner’s rights hereunder.”

17. **Section 8.1.3** Delete the last sentence.

18. **Section 8.2** Delete Section 8.2 and all of its subsections, and in the “Additions and Deletions Report”.

19. **Section 8.3** Delete Section 8.3 and all of its subsections.

20. **Section 9.6** In the third line of Section 9.6 delete all the words after the word “termination,” and insert the following:

“in an amount which bears the same ratio to the total fee otherwise payable under this Agreement as the services actually rendered hereunder by the Landscape Architect bear to the total services necessary for the full performance of this Agreement, and such payment, plus all reimbursable payments then due, shall be in full discharge of all rights of the Landscape Architect under this Agreement. Any such determination of the amount to be paid to the Landscape Architect for the services performed up to the point of termination shall be mutually agreed to by the Landscape Architect and the Owner. The Owner and Landscape Architect shall be obligated to negotiate in good-faith for purposes of determining any such amount to be paid to the Landscape Architect in the event of the termination of this Agreement prior to the completion of the Project.”

21. **Section 9.8** After the last word in this Section, insert the following:

“In the event of any termination under this Article, the Landscape Architect consents to the Owner's selection of another Landscape Architect of the Owner's choice to assist the Owner in any way in completing the Project. Landscape Architect further agrees to cooperate and provide any information requested by Owner in connection with the completion of the Project and consents to and authorizes the making of any reasonable changes to the design of the Project by Owner and such other Landscape Architect as Owner may desire. Any services provided by Landscape Architect that are requested by Owner after termination will be fairly compensated by Owner in accordance with Article 11.”

22. **Add Section 10.3.1:**

“Any notice, communication, requests, reply, advice, report or designation (hereinafter severally and collectively called ‘notice’) in this Agreement provided or permitted to be given, made or accepted by either party to the other shall be in writing unless otherwise provided herein and shall be given or be served by depositing the same in the United

States mail, addressed to the party to be notified, postage prepaid, by delivering the same in person to such party or by facsimile or e-mail communication. Notice deposited in the mail in the manner hereinabove described shall be effective upon receipt. For purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to Owner: VILLAGE OF WHEELING
2 Community Boulevard
Wheeling, IL 60090
Attn: Jon Sfondilis, Village Manager
Email: JSfondilis@wheelingil.govWHEE

If to Landscape Architect: _____

or at any other address as either party may have advised the other in writing.”

23. **Section 11.8.1** Delete subsections .1, .2, .6, .9, .10, and .12.

24. **Section 11.9** Delete Section 11.9 in its entirety.

25. **Section 11.10.2.1** Delete “1.00%” and insert “in accordance with the Illinois Local Government Prompt Payment Act.”

26. **Add Section 12.1**

“To the extent the following applies, Landscape Architect shall comply with all federal, state and local laws, rules and regulations applicable to the work including without limitation all building codes, the Americans With Disabilities Act, the requirements of the Equal Employment Opportunity Clause of the Illinois Human Rights Act, (775 ILCS 512-105), the rules and regulations of the Illinois Department of Human Rights, the Public Works Employment Discrimination Act (775 ILCS 5/10 et. seq.), and all laws and regulations pertaining to occupational and work safety. The Landscape Architect’s signature on this document herein certifies that it had a sexual harassment policy in effect with complies with 775 ILCS 5/2-105. Landscape Architect makes no warranties, express or implied.”

27. **Add Section 12.2**

“In the event of the Landscape Architect’s non-compliance with the provisions of the foregoing Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the rules and regulations of the Illinois Department of Human Rights, the Landscape Architect may be declared ineligible for future contracts or subcontracts and this

Agreement may be canceled and voided in whole or in part and such other sanctions or other penalties may be imposed as provided by statute or regulation. However, any forbearance or delay by the Owner in canceling this contract shall not be constituted as and does not constitute the Owner's consent to such a violation or the Owners waiver of any rights it may have."

28. Add Section 12.3 Evidence of Insurance

"Prior to beginning work, Landscape Architect shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested. Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Landscape Architect's obligation to maintain such insurance.

Owner shall have the right, but not the obligation, of prohibiting Landscape Architect from entering the project site until such certificates, or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner. Failure to maintain the required insurance may result in termination of this contract at Owner's option.

Landscape Architect shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies."

29. Add Section 12.4 Acceptability of Insurers

"For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable."

30. Add Section 12.5 Cross-Liability Coverage

"If Landscape Architect's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage."

31. Add Section 12.6 Deductibles and Self-Insured Retentions

"Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Landscape Architect may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials and employees or

required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.”

32. Add Section 12.7 Subcontractors/Consultant

“Landscape Architect shall cause each consultant employed by the Landscape Architect to purchase and maintain insurance of the type and minimum amount specified above for Commercial General and Umbrella Liability coverage (Section 2.6.1); Business Auto and Umbrella coverage (Section 2.6.2); and Workers Compensation coverage (Section 2.6.4). For Professional Liability Coverage, the Landscape Architect’s consultants shall carry professional liability insurance in the amount of Two Million Dollars (\$2,000,000.00) (including a broad form contractual liability coverage with all coverage retroactive to the earlier date of this Agreement of the commencement of the Consultant’s services in relation to the project) for each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract with a deductible not to exceed \$50,000 without prior written approval. Said coverage shall be maintained for a period of three (3) years after the date of final payment. In the event that any professional liability insurance required by this Contract is written on a claims-made basis, the Landscape Architect will ensure that each Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed. When requested by the Owner, Landscape Architect shall furnish copies of certificates of insurance evidencing coverage for each consultant.”

33. Add Section 12.8

“Under no circumstances shall the Owner be deemed to have waived any of the insurance requirements of this Contract by any action or omission, including but not limited to:

- (a) allowing any work to commence by the Landscape Architect before receipt of certificates of insurance;
- (b) failing to review any certificates of insurance received from the Landscape Architect;
- (c) failing to advise the Landscape Architect that any certificate of insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner. The Landscape Architect agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Owner.”

34. **Add Section 12.9**

“In the event the Landscape Architect fails to furnish and maintain the insurance required by this Contract, the Owner may purchase such insurance on behalf of the Landscape Architect, and the Landscape Architect shall pay the cost thereof to the Owner upon demand or shall have such cost deducted from any payments due the Landscape Architect. The Landscape Architect agrees to furnish to the Owner the information needed to obtain such insurance.”

35. **Add Section 12.10**

“All insurance provided by the Landscape Architect shall provide that the insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer’s liability.”

36. **Add Section 12.11**

“Landscape Architect agrees to maintain, without charge to the Owner, all records and documents for projects of the Owner in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Landscape Architect shall produce records which are responsive to a request received by the Owner under the Freedom of Information Act so that the Owner may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Landscape Architect shall so notify the Owner and if possible, the Owner shall request an extension so as to comply with the Act. In the event that the Owner is found to have not complied with the Freedom of Information Act due to Landscape Architect’s failure to produce documents or otherwise appropriately respond to a request under the Act, then Landscape Architect shall indemnify and hold the Owner harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys’ fees and penalties.”

37. **Section 13.2.1.4** Add a new Subsection 13.2.1.4 which shall read as follows:

“4 Rider to the Standard Form of Agreement Between Owner and Landscape Architect, Construction Manager as Adviser, AIA Document B132-2019 Edition, By and Between the Eisenhower Public Library District (“Owner”) and Tiffany Nash (“Landscape Architect”).

This Rider entered into on the day and date first shown above.

FOR THE OWNER:

FOR THE LANDSCAPE ARCHITECT:

VILLAGE of WHEELING

KIMLEY-HORN

President, Village of Wheeling
Patrick Horcher

Authorized Representative

ATTEST:

ATTEST:

Wheeling Village Clerk
Kathryn Brady

By: _____

Its: _____

Date: _____

Date: _____



FRIENDSHIP PARK FOUNTAIN | WHEELING, IL

Kimley»Horn

Crystal
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Featherstone





PREFERRED CONCEPT



FRIENDSHIP PARK FOUNTAIN | WHEELING, IL

SITE VISUALIZATION LOCATIONS

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SITE VISUALIZATION - 01

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SITE VISUALIZATION - 02

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SITE VISUALIZATION - 03

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SITE VISUALIZATION - 04

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SITE VISUALIZATION - 05

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SITE VISUALIZATION - 06

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SITE VISUALIZATION - WINTER

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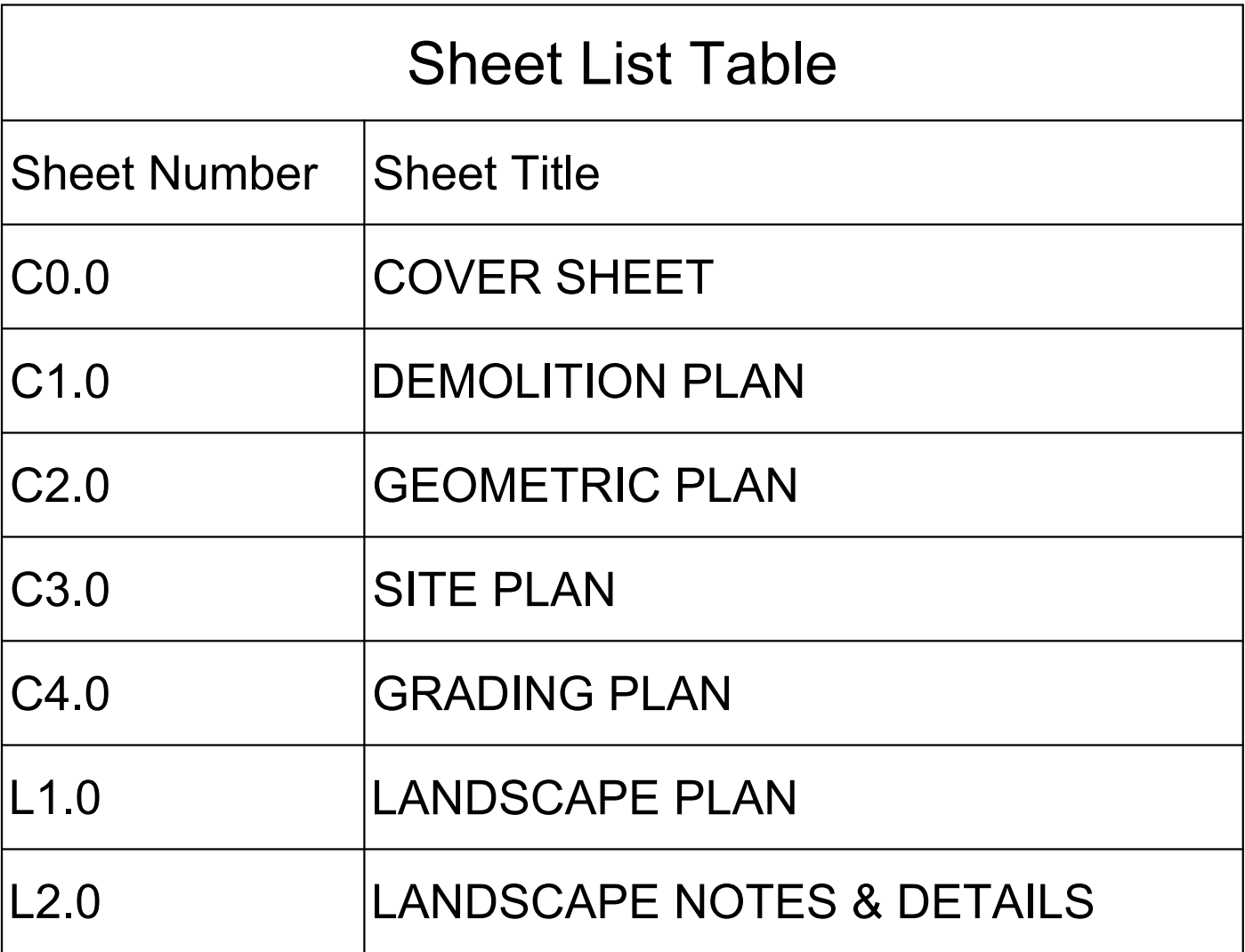


Hugh
LIGHTING DESIGN
Featherstone

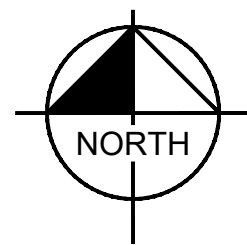
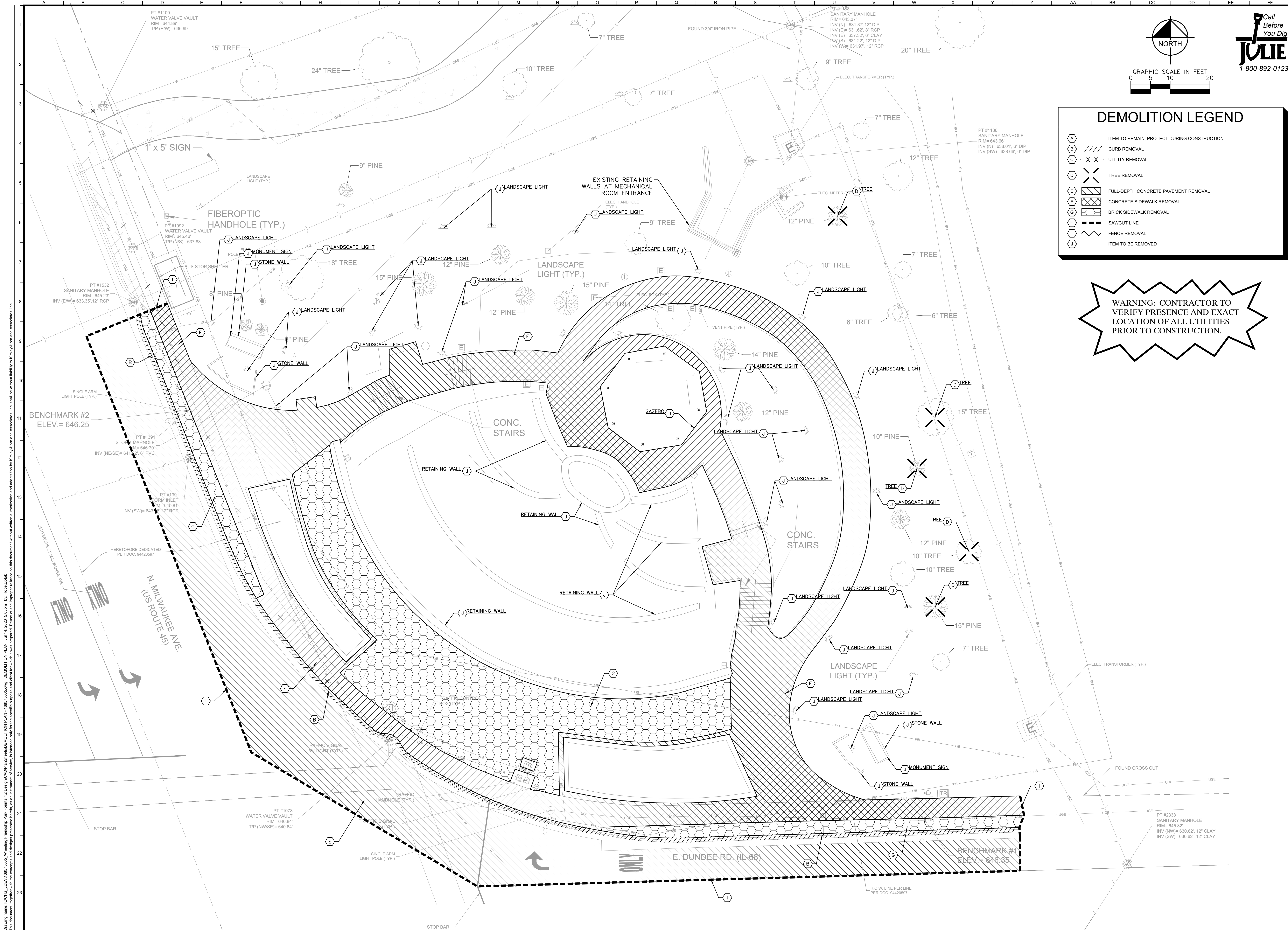
PROJECT TEAM

ELECTRICAL ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.
4201 WINFIELD RD STE 600
WARRENVILLE, IL
TEL: (331) 300 3447
EMAIL: SARA.KHAN@KIMLEY-HORN.COM
CONTACT: SARA KAHN

STRUCTURAL ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.
4201 WINFIELD RD STE 600
WARRENVILLE, IL
(630) 487 3454
EMAIL: PAUL.PENSY@KIMLEY-HORN.COM
CONTACT: PAUL PENSY



IL LICENSED PROFESSIONAL ENGINEER 062072045
MY LICENSE EXPIRES ON 11/30/2027
DESIGN FIRM REGISTRATION NUMBER: 184002012-0006



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DEMOLITION LEGEND

- (A) ITEM TO REMAIN, PROTECT DURING CONSTRUCTION
- (B) CURB REMOVAL
- (C) UTILITY REMOVAL
- (D) TREE REMOVAL
- (E) FULL-DEPTH CONCRETE PAVEMENT REMOVAL
- (F) CONCRETE SIDEWALK REMOVAL
- (G) BRICK SIDEWALK REMOVAL
- (H) SAWCUT LINE
- (I) FENCE REMOVAL
- (J) ITEM TO BE REMOVED

WARNING: CONTRACTOR TO
VERIFY PRESENCE AND EXACT
LOCATION OF ALL UTILITIES
PRIOR TO CONSTRUCTION.

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WHEELING, IL 60090
PHONE: 847.260.7804
WWW.KIMLEY-HORN.COM

SCALE: AS NOTED
DESIGNED BY: PCL
DRAWN BY: LAM
CHECKED BY: PCL

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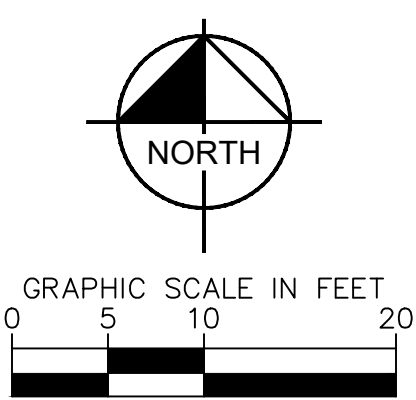
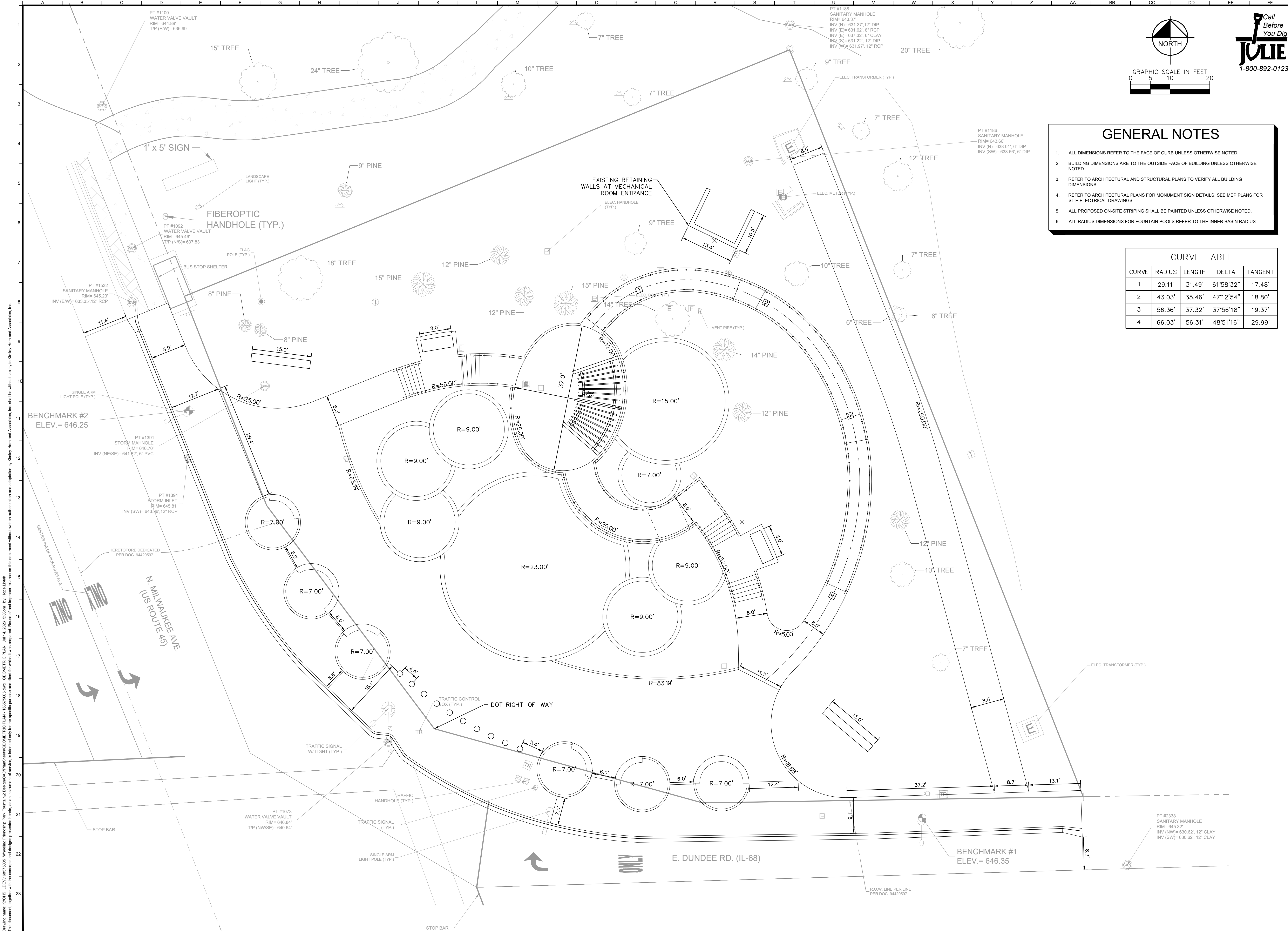
DEMOLITION PLAN

**FRIENDSHIP PARK
FOUNTAIN**
WHEELING, IL 60090

ORIGINAL ISSUE:
7/14/26
KHA PROJECT NO.
168575005
SHEET NUMBER

C1.0

Drawing name: K:\CHS_LIE\168575005_Wheeling Friendship Park Fountain\2 Design\CAD\Plan\Sheets\DEMOLITION PLAN - 168575005.dwg DEMOLITION PLAN - Jul 14, 2026 5:03pm By: Hope Lipiak
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GENERAL NOTES

- 1. ALL DIMENSIONS REFER TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
- 2. BUILDING DIMENSIONS ARE TO THE OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
- 3. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS TO VERIFY ALL BUILDING DIMENSIONS.
- 4. REFER TO ARCHITECTURAL PLANS FOR MONUMENT SIGN DETAILS. SEE MEP PLANS FOR SITE ELECTRICAL DRAWINGS.
- 5. ALL PROPOSED ON-SITE STRIPING SHALL BE PAINTED UNLESS OTHERWISE NOTED.
- 6. ALL RADIUS DIMENSIONS FOR FOUNTAIN POOLS REFER TO THE INNER BASIN RADIUS.

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	TANGENT
1	29.11'	31.49'	61°58'32"	17.48'
2	43.03'	35.46'	47°12'54"	18.80'
3	56.36'	37.32'	37°56'18"	19.37'
4	66.03'	56.31'	48°51'16"	29.99'

Drawing name: K:\CHS_LDE\168575005_Wheeling Friendship Park Fountain2 Design\CAD\PlanSheets\GEOMETRIC PLAN - 168575005.dwg GEOMETRIC PLAN Jul 14, 2026 5:03pm by: Hope Lipiak
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PHONE: 847.260.7804
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SCALE: AS NOTED
DESIGNED BY: PCL
DRAWN BY: LAM
CHECKED BY: PCL

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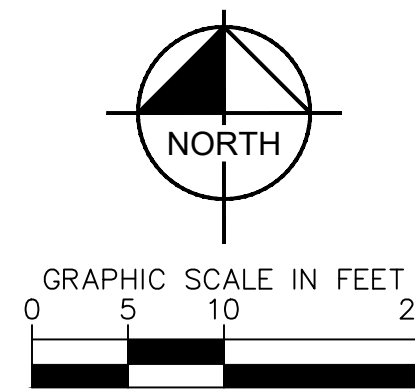
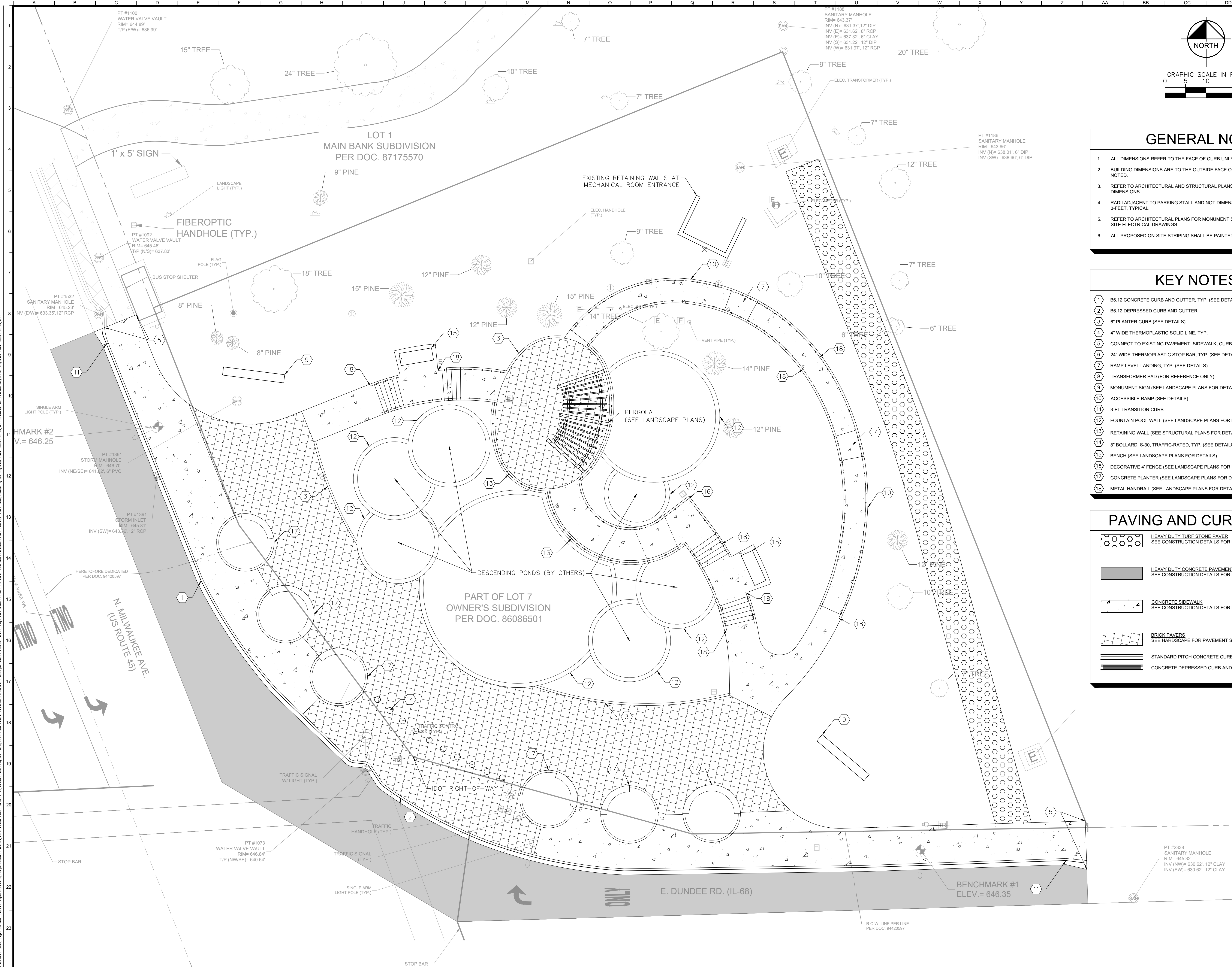
GEOMETRIC PLAN

FRIENDSHIP PARK FOUNTAIN
WHEELING, IL 60090

ORIGINAL ISSUE: 7/14/26
KHA PROJECT NO. 168575005
SHEET NUMBER

C2.0

Drawing name: K:\CHS_LDE\16857005_ Wheeling Friendship Park Fountain2 Design\CD\PlanSheets\SITE PLAN - 16857005.dwg SITE PLAN Jul 14, 2026 5:03pm by: Hope Lipiak
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GENERAL NOTES

1. ALL DIMENSIONS REFER TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
2. BUILDING DIMENSIONS ARE TO THE OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
3. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS TO VERIFY ALL BUILDING DIMENSIONS.
4. RADII ADJACENT TO PARKING STALL AND NOT DIMENSIONED ON THIS PLAN SHALL BE 3-FEET, TYPICAL.
5. REFER TO ARCHITECTURAL PLANS FOR MONUMENT SIGN DETAILS. SEE MEP PLANS FOR SITE ELECTRICAL DRAWINGS.
6. ALL PROPOSED ON-SITE STRIPING SHALL BE PAINTED UNLESS OTHERWISE NOTED.

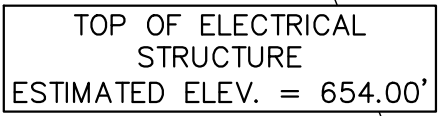
KEY NOTES

- 1 B6.12 CONCRETE CURB AND GUTTER, TYP. (SEE DETAILS)
- 2 B6.12 DEPRESSED CURB AND GUTTER
- 3 6" PLANTER CURB (SEE DETAILS)
- 4 4" WIDE THERMOPLASTIC SOLID LINE, TYP.
- 5 CONNECT TO EXISTING PAVEMENT, SIDEWALK, CURB, TYP.
- 6 24" WIDE THERMOPLASTIC STOP BAR, TYP. (SEE DETAILS)
- 7 RAMP LEVEL LANDING, TYP. (SEE DETAILS)
- 8 TRANSFORMER PAD (FOR REFERENCE ONLY)
- 9 MONUMENT SIGN (SEE LANDSCAPE PLANS FOR DETAILS)
- 10 ACCESSIBLE RAMP (SEE DETAILS)
- 11 3-FT TRANSITION CURB
- 12 FOUNTAIN POOL WALL (SEE LANDSCAPE PLANS FOR DETAILS)
- 13 RETAINING WALL (SEE STRUCTURAL PLANS FOR DETAILS)
- 14 8" BOLLARD, S-30, TRAFFIC-RATED, TYP. (SEE DETAILS)
- 15 BENCH (SEE LANDSCAPE PLANS FOR DETAILS)
- 16 DECORATIVE 4' FENCE (SEE LANDSCAPE PLANS FOR DETAILS)
- 17 CONCRETE PLANTER (SEE LANDSCAPE PLANS FOR DETAILS)
- 18 METAL HANDRAIL (SEE LANDSCAPE PLANS FOR DETAILS)

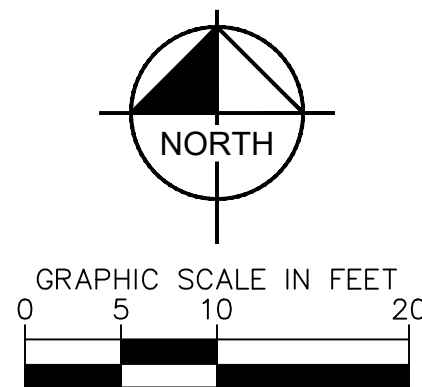
PAVING AND CURB LEGEND

- HEAVY DUTY TURF STONE PAVER
SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
- HEAVY DUTY CONCRETE PAVEMENT
SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
- CONCRETE SIDEWALK
SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
- BRICK PAVERS
SEE HARDSCAPE FOR PAVEMENT SECTION
- STANDARD PITCH CONCRETE CURB AND GUTTER
- CONCRETE DEPRESSED CURB AND GUTTER

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SITE PLAN	
FRIENDSHIP PARK FOUNTAIN WHEELING, IL 60090	
ORIGINAL ISSUE: 7/14/26	
KHA PROJECT NO. 168575005	
SHEET NUMBER C3.0	



PAVER AREA
ESTIMATED ELEV. = 647.00-649.00'



1. CONTRACTOR TO VERIFY ALL EXISTING TOPOGRAPHY AND STRUCTURES ON THE SITE AND IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO STARTING WORK.
2. ALL PAVEMENT SPOT GRADE ELEVATIONS AND RIM ELEVATIONS WITHIN OR ALONG CURB AND GUTTER REFER TO FLOW LINE ELEVATIONS UNLESS OTHERWISE NOTED.
3. ALL ELEVATIONS SHOWN DEPICT FINISHED GRADE UNLESS OTHERWISE NOTED. GENERAL CONTRACTOR TO COORDINATE WITH EXCAVATION, LANDSCAPE AND PAVING SUBCONTRACTORS REGARDING CURB/POTHOLE THICKNESS FOR LANDSCAPE AREAS AND PAVEMENT SECTION THICKNESS FOR PAVED AREAS TO PROPERLY ENSURE ADEQUATE CUT TO ESTABLISH SUBGRADE ELEVATIONS.
4. NO EARTHEN SLOPE SHALL BE GREATER THAN 3:1, UNLESS OTHERWISE NOTED.
5. MAXIMUM SLOPE IN ACCESSIBLE PARKING SPACES AND LOADING ZONES SHALL NOT EXCEED 2.0% IN ALL DIRECTIONS.
6. MAXIMUM RUNNING SLOPE SHALL NOT EXCEED 5% AND CROSS SLOPE SHALL NOT EXCEED 2% ON ALL SIDEWALKS AND ACCESSIBLE ROUTES.
7. WHEN NATURAL FLOW OF DRAINAGE IS AWAY FROM CURB, CONTRACTOR TO INSTALL REVERSE GUTTER PITCH.
8. MATCH EXISTING ELEVATIONS AT THE PROPERTY LIMITS.

TP = TOP OF PAVEMENT
EP = EDGE OF PAVEMENT
FL = FLOW LINE
TC = TOP OF CURB
TF = TOP OF FOUNDATION
R = RIM ELEVATION
TW = TOP OF WALL
FG = FINISHED GRADE
TS = TOP OF STAIRS
BS = BOTTOM OF STAIRS
ME = MATCH ELEVATION

(CONTRACTOR TO VERIFY ALL MATCH EXISTING SPOT GRADE ELEVATIONS AND IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES.)

	PROPOSED CONTOUR
	EXISTING CONTOUR
	RIDGE LINE
	SLOPE AND FLOW DIRECTION
	100-YEAR OVERLAND OVERFLOW ROUTE
	DETENTION BASIN 100-YEAR EMERGENCY OVERLAND OVERFLOW ROUTE
	PROPOSED SWALE
	PROPOSED RETAINING WALL
	ACCESSIBLE ROUTE

NOT FOR
CONSTRUCTION



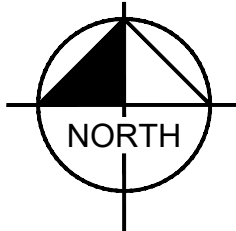
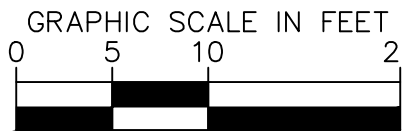
GRADING PLAN

FRIENDSHIP PARK
FOUNTAIN
WHEELING, IL 60090

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KHA PROJECT NO
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SHEET NUMBER

C4.0

Drawing name: K:\C08_168575005_Friendship Park Fountain2 Design\CDP Plant Schedule L1.0 - Landscape Plan.dwg, L1.0 Jul 14, 2026 6:50pm by: Hope Lusk
This document, together with the contract and design, represents the entire agreement between the parties. It is to be read in conjunction with the contract and design. It is to be used for the purpose of construction and not for any other purpose. It is to be used for the purpose of construction and not for any other purpose. It is to be used for the purpose of construction and not for any other purpose.



SEE SHEET L2.0 FOR FULL PLANT SCHEDULE
SEE SHEET L2.0 FOR LANDSCAPE NOTES & DETAILS

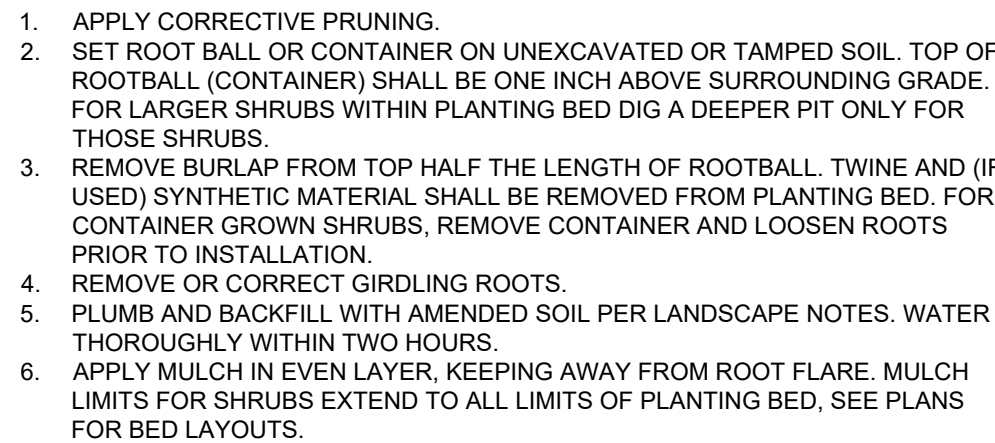


PLANT SCHEDULE

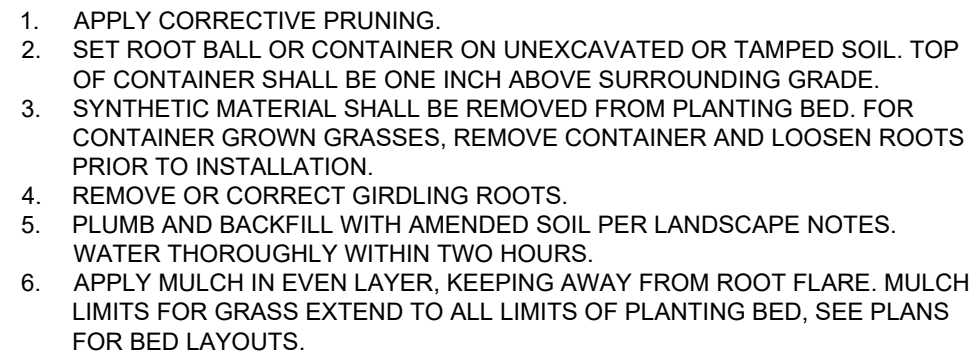
SYMBOL	CODE	BOTANICAL / COMMON NAME
TREES		
	UA	ULMUS X 'MORTON' / ACCOLADE™ ELM
EVERGREEN TREES		
	TI	THUJA X 'GREEN GIANT' / GREEN GIANT ARBORVITAE
ORNAMENTAL TREES		
	AC	ACER PALMATUM DISSECTUM 'CRIMSON QUEEN' / CRIMSON QUEEN JAPANESE MAPLE
SHRUBS		
	AO	AMELANCHIER ALNIFOLIA 'OBELISK' / STANDING OVATION™ SERVICEBERRY
	CA	CEANOTHUS AMERICANUS / NEW JERSEY TEA
	CR	CORNUS SERICEA / RED TWIG DOGWOOD
	PX	DIERVILLA X 'G2X885411' / KODIAK® RED DIERVILLA
	DX	DIERVILLA X 'SMNDSS' / KODIAK® FRESH™ DIERVILLA
	PD	PHYSOCARPUS OPULIFOLIUS 'DONNA MAY' / LITTLE DEVIL™ DWARF NINEBARK
	VM	VIBURNUM DENTATUM 'BLUE MUFFIN' / BLUE MUFFIN ARROWWOOD VIBURNUM
EVERGREEN SHRUBS		
	BG	BUXUS X 'GREEN GEM' / GREEN GEM BOXWOOD
	II	ILEX GLABRA 'COMPACTA' / COMPACT INKBERRY
	IG	ILEX GLABRA 'GREEN MAGIC' / GREEN MAGIC INKBERRY HOLLY
	TT	TAXUS X MEDIA 'TAUNTONII' / TAUNTON'S ANGLO-JAPANESE YEW
ORNAMENTAL GRASSES		
	AG	ANDROPOGON GERARDII / BIG BLUESTEM
	DG	DESCHAMPSIA CESPITOSA 'GOLDTAU' / GOLD DEW TUFTED HAIR GRASS
	PS	PANICUM VIRGATUM 'SHENANDOAH' / SHENANDOAH SWITCH GRASS
	SA	SESLERIA AUTUMNALIS / AUTUMN MOOR GRASS
PERENNIALS		
	AF	ALLIUM CERNUUM 'FALLING STARS' / FALLING STARS NODDING ONION
	EA	ECHINACEA PURPUREA 'ALBA' / WHITE CONEFLOWER
	EH	ECHINACEA X 'HOT PAPAYA' / HOT PAPAYA CONEFLOWER
	HC	HEMEROCALLIS X 'CHERRY CHEEKS' / CHERRY CHEEKS DAYLILY
	PD2	PHLOX SUBULATA 'WHITE DELIGHT' / WHITE DELIGHT CREEPING PHLOX
	RC	RUDBECKIA HIRTA 'CHERRY BRANDY' / CHERRY BRANDY BLACK-EYED SUSAN
GROUND COVERS		
	XT	-- / TURF SEED

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DRAWN BY: HL	CHECKED BY: JGC
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VILLAGE OF WHEELING ILLINOIS	
LANDSCAPE PLAN	
FRIENDSHIP PARK FOUNTAIN WHEELING, IL 60090	
ORIGINAL ISSUE: 7/14/26	
KHA PROJECT NO. 168575005	
SHEET NUMBER	
L1.0	

1. EXCAVATE PLANTING BED.
2. BED HEIGHT IS TO BE 2" ABOVE FINISH GRADE AND WELL DRAINED.
3. REMOVE CONTAINER, SOIL, SOIL MASS TO REDIRECT AND PREVENT CIRCLING ROOTS. CORRECT GIRDLING ROOTS.
4. PLANT MATERIAL SHALL BE LAID OUT BY FOLLOWING THE BED EDGE, WORKING TOWARDS THE CENTER OF THE BED USING TRIANGULAR (STAGGERED) SPACING TO BE FEASIBLE.
5. PLUMB AND BACKFILL WITH PLANTING MIX AS SPECIFIED IN LANDSCAPE NOTES.
6. APPLY MULCH IN EVEN LAYER, KEEPING AWAY FROM ROOT FLEECE. MULCH LIMITS FOR PERENNIALS/GROUNDCOVER EXTEND TO ALL LIMITS OF PLANTING BED. SEE PLANS FOR BED LAYOUT.
7. SPACING TO BE AS SPECIFIED IN THE PLANT LIST. PERENNIALS SHALL BE PLACED WITH THEIR CENTER 24" FROM EDGE OF BED.



3 SHRUB PLANTING



4 ORNAMENTAL GRASS PLANTING



PERENNIALS					
	AF	27	ALLIUM CERNUUM 'FALLING STARS' / FALLING STARS NODDING ONION	1 GAL.	24" O.C.
	EA	29	ECHINACEA PURPUREA 'ALBA' / WHITE CONEFLOWER	1 GAL.	24" O.C.
	EH	27	ECHINACEA X 'HOT PAPAYA' / HOT PAPAYA CONEFLOWER	1 GAL.	24" O.C.
	HC	25	HEMEROCALLIS X 'CHERRY CHEEKS' / CHERRY CHEEKS DAYLILY	1 GAL.	24" O.C.
	PD2	24	PHLOX SUBULATA 'WHITE DELIGHT' / WHITE DELIGHT CREEPING PHLOX	1 GAL.	24" O.C.
	RC	26	RUDBECKIA HIRTA 'CHERRY BRANDY' / CHERRY BRANDY BLACK-EYED SUSAN	1 GAL.	24" O.C.
<u>SYMBOL</u>	<u>CODE</u>		<u>BOTANICAL / COMMON NAME</u>		
<u>GROUND COVERS</u>					
	XT		-- -- / TURF SEED		

1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING MATERIALS AND PLANTS SHOWN ON THE LANDSCAPE PLAN. THE CONTRACTOR IS RESPONSIBLE FOR THE COST TO REPAIR UTILITIES, ADJACENT LANDSCAPE, PUBLIC AND PRIVATE PROPERTY THAT IS DAMAGED BY THE CONTRACTOR OR THEIR SUBCONTRACTOR'S OPERATIONS DURING INSTALLATION OR DURING THE SPECIFIED MAINTENANCE PERIOD. CALL FOR UTILITY LOCATIONS PRIOR TO ANY EXCAVATION.
2. THE CONTRACTOR SHALL REPORT ANY DISCREPANCY IN PLAN VS. FIELD CONDITIONS IMMEDIATELY TO THE LANDSCAPE ARCHITECT, PRIOR TO CONTINUING WITH THAT PORTION OF WORK.
3. NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY OF THEIR TRENCHES OR EXCAVATIONS THAT SETTLE.
5. ALL PLANTS TO BE SPECIMEN GRADE, WELL BRANCHED, HEALTHY, FULL, PRE-INOCULATED AND FERTILIZED. PLANTS SHALL BE FREE FROM DISEASE, PESTS, WOUNDS, AND SCARS. PLANTS SHALL BE FREE FROM NOTICEABLE GAPS, HOLES, OR DEFORMITIES. PLANTS SHALL BE FREE FROM BROKEN OR DEAD BRANCHES. TRUNKS WILL BE WRAPPED IF NECESSARY TO PREVENT SUN SCALD AND INSECT DAMAGE. THE LANDSCAPE CONTRACTOR SHALL REMOVE THE WRAP AT THE PROPER TIME AS PART OF THIS CONTRACT.
6. THE OWNER'S REPRESENTATIVE MAY REJECT ANY PLANT MATERIALS THAT ARE DISEASED, DEFORMED, OR OTHERWISE NOT EXHIBITING SUPERIOR QUALITY.
7. ALL NURSERY STOCK SHALL BE GUARANTEED, BY THE CONTRACTOR, FOR ONE YEAR FROM DATE OF FINAL INSPECTION. THE GUARANTEE BEGINS ON THE DATE OF THE LANDSCAPE ARCHITECT'S OR OWNERS WRITTEN ACCEPTANCE OF THE INITIAL PLANTING. REPLACEMENT PLANT MATERIAL SHALL HAVE A ONE YEAR GUARANTEE COMMENCING UPON PLANTING.
8. PLANTS TO MEET AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-2014 OR MOST CURRENT VERSION) REQUIREMENTS FOR SIZE AND TYPE SPECIFIED.
9. PRUNE PLANTS AS NECESSARY- PER STANDARD NURSERY PRACTICE AND TO CORRECT POOR BRANCHING OF EXISTING AND PROPOSED TREES.
10. TOPSOIL SHALL BE PROVIDED AND GRADED BY THE GENERAL CONTRACTOR UP TO 6 INCHES BELOW FINISHED GRADE IN TURF AREAS AND 18 INCHES IN PLANTING AREAS.
11. SEED/SOD LIMIT LINES ARE APPROXIMATE. CONTRACTOR SHALL SEED/SOD ALL AREAS WHICH ARE DISTURBED BY GRADING WITH THE SPECIFIED SEED/SOD MIXES.
12. EDGING TO BE A SPADED EDGE UNLESS INDICATED OTHERWISE ON THE PLANS. SPADED EDGE TO PROVIDE V-SHAPED DEPTH AND WIDTH TO CREATE SEPARATION BETWEEN MULCH AND GRASS. A SPADED BED EDGE SHALL SEPARATE MULCH BEDS FROM TURF OR SEEDED AREAS. A SPADED EDGE IS NOT REQUIRED ALONG CURBED EDGES.
13. CONTRACTOR SHALL INSTALL SHREDDED HARDWOOD MULCH AT A 3" DEPTH TO ALL TREES, SHRUB, PERENNIAL, AND GROUND COVER AREAS. TREES PLACED IN AREA COVERED BY TURF SHALL RECEIVE A 4 FT WIDE MAXIMUM TREE RING WITH 3" DEPTH SHREDDED HARDWOOD MULCH.
14. INSTALLATION OF TREES WITHIN PARKWAYS SHALL BE COORDINATED IN THE FIELD WITH LOCATIONS OF UNDERGROUND UTILITIES. TREES SHALL NOT BE LOCATED CLOSER THAN 5' FROM UNDERGROUND UTILITY LINES AND NO CLOSER THAN 10' FROM UTILITY STRUCTURES.
15. DO NOT DISTURB THE EXISTING PAVING, LIGHTING, OR LANDSCAPING THAT EXISTS ADJACENT TO THE SITE UNLESS OTHERWISE NOTED ON PLAN.
16. ALL DISTURBED AREAS TO BE SODDED OR SEEDED, UNLESS OTHERWISE NOTED. SOD/SEED SHALL BE LOCAL HARDY TURF GRASS MIX UNLESS, OTHERWISE NOTED.
17. PLANT QUANTITIES SHOWN ARE FOR THE CONVENIENCE OF THE OWNER AND JURISDICTIONAL REVIEW AGENCIES. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL PLANT QUANTITIES AS DRAWN.
18. THE CONTINUED MAINTENANCE OF ALL REQUIRED LANDSCAPING SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY ON WHICH SAID MATERIALS ARE REQUIRED. ALL PLANT MATERIALS REQUIRED BY THIS SECTION SHALL BE MAINTAINED AS LIVING VEGETATION AND SHALL BE PROMPTLY REPLACED IF THE PLANT MATERIAL HAS DIED PRIOR TO FINAL ACCEPTANCE. PLANTING AREAS SHALL BE KEPT FREE OF TRASH, LITTER, AND WEEDS AT ALL TIMES.



MEMORANDUM

DATE: July 20, 2026
FROM: Ross Klicker, Community Development Director
SUBJECT: Ordinance Granting Special Use Approval to Permit the Operation of a Massage Establishment for New Asian Spa (747 W. Dundee Road) [Docket No. PSU26-0011]
DOLLAR AMOUNT: N/A
BUDGETED: No
BUDGET SOURCE: N/A
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Economic Development

EXECUTIVE SUMMARY

Ronglan Luo, lessee, is seeking special use approval to operate a massage establishment for New Asian Spa to be located at 747 W. Dundee Road. At the July 8, 2026, Plan Commission hearing, the Commission unanimously recommended approval of this request.

MEMO

The petitioner is seeking special use approval to operate a massage establishment for New Asian Spa, to be located at 747 W. Dundee Road. The subject tenant space is currently unoccupied. In February 2026, the Village granted special use approval for a massage establishment at this location to a different petitioner, Jie Spa (Ordinance No. 5788). Following approval of Ordinance No. 5788, the petitioner was unable to obtain the required Village business license and did not commence operations. On July 6, 2026, the Village Board approved a resolution revoking Ordinance No. 5788, thereby removing the previously granted special use entitlement from the property and allowing for consideration of this special use petition.

The proposed facility is anticipated to operate with two employees, with proposed daily operation hours of 9 a.m. to 9 p.m.

Plan Commission Recommendation

At the July 8, 2026, Plan Commission hearing, Commissioner Myer moved, seconded by Commissioner Hyken, to recommend approval of Docket No. PSU26-0011, granting special use approval to Ronglan Luo, in order to permit the operation of a massage establishment for New Asian Spa, located at 747 W. Dundee Road, 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 Wheeling Business License shall be obtained prior to commencing operation of the massage establishment at the subject location, which the application submittal shall include a revised floor plan detailing/identifying all furniture and equipment to be used within the establishment for staff review.
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 seven affirmative votes, the motion was approved.

Community Development Director's Review and Recommendation

I concur with the findings of fact and recommendation 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

massage establishment, subject to conditions.

Attachments

Ordinance – Special Use Approval [Docket No. PSU26-0011]

Exhibits: Petitioner's Project Description Letter prepared by Ronglan Luo, dated May 11, 2026

Floor Plan prepared by John W. Roberson, dated May 1, 2026

PC Staff Report

Report Attachments (staff)

Findings of Fact (Draft)

Certificate of Publication

ORDINANCE NO. _____

**ORDINANCE GRANTING SPECIAL USE APPROVAL TO PERMIT THE OPERATION OF
A MASSAGE ESTABLISHMENT FOR NEW ASIAN SPA (747 W. DUNDEE ROAD)**

WHEREAS, the Plan Commission of the Village of Wheeling held a public hearing on July 8, 2026, duly noticed in the *Daily Herald* on June 23, 2026, to consider a Special Use petition by Ronglan Luo (hereinafter referred to as the "Petitioner") to permit the operation of a massage establishment for the property 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 7 ayes and 0 nays, with 0 absent; and

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

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 massage establishment 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 SOUTH LINE OF SAID LOT "A", 290 FEET EAST OF THE SOUTHWEST CORNER THEREOF, IN DUNDEE SUBDIVISION UNIT NUMBER 1, BEING PART OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE NORTHEAST QUARTER 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 1, 1968 AS DOCUMENT NUMBER 1391585 AND CERTIFICATE OF CORRECTION THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES AS DOCUMENT NUMBER 1889072, 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 prepared by Ronglan Luo, dated May 11, 2026
- Floor Plan prepared by John W. Roberson, dated May 1, 2026

Section D

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

1. A Wheeling Business License shall be obtained prior to commencing operation of the massage establishment at the subject location, which the application submittal shall include a revised floor plan detailing/identifying all furniture and equipment to be used within the establishment for staff review.
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.

Section E

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

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

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

APPROVED this 20th 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 21st 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 prepared by Ronglan Luo, dated May 11, 2026
- Floor Plan prepared by John W. Roberson, dated May 1, 2026

May 11, 2026

Village of Wheeling
Planning & Zoning Department
2 Community Boulevard
Wheeling, IL 60090

RE: Special Use Application – Traditional Asian Massage Therapy & Wellness Practice
Property Address: 747 W. Dundee Road, Wheeling, IL

To Whom It May Concern:

Please accept this letter as the Project Narrative and Cover Letter submitted in support of the Special Use Permit application for the proposed operation of a professional massage therapy and wellness practice at 747 W. Dundee Road in Wheeling, Illinois.

The proposed business will operate as a licensed therapeutic wellness practice offering traditional Asian massage techniques and bodywork services including Thai massage, Thai bodywork, stretch therapy, deep tissue massage, foot massage, reflexology, and related wellness-focused treatments. The business will be owned and operated by Ronglan Luo, a licensed massage therapist.

The proposed use is intended to provide professional wellness and therapeutic services to residents and visitors within the Village of Wheeling in a safe, quiet, and professionally operated environment. The use is compatible with the surrounding commercial area and is expected to operate as a low-impact business with minimal traffic and no outdoor activity.

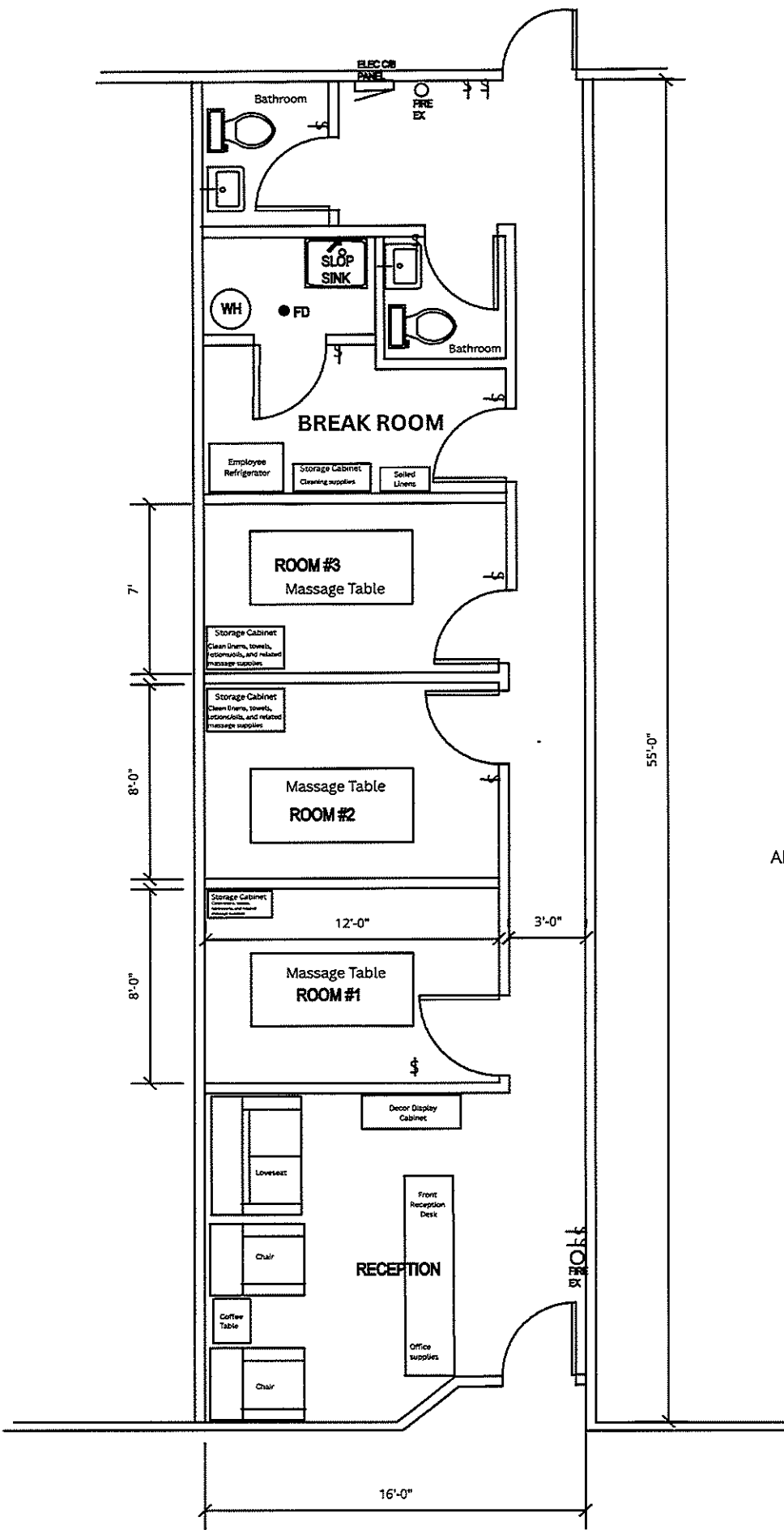
The tenant space will include three private massage treatment rooms, each containing one massage table, along with a small waiting area with six seats for clients. The business is expected to employ two employees and operate seven days per week from 9:00 a.m. to 9:00 p.m. One on-site vehicle is anticipated in connection with business operations.

The proposed use will operate entirely within the existing commercial tenant space and will comply with all applicable Village zoning requirements, licensing requirements, building codes, and fire and life-safety regulations.

Thank you for your consideration of this request. Please contact us should any additional information or documentation be required.

Sincerely,

Ronglan Luo
Petitioner

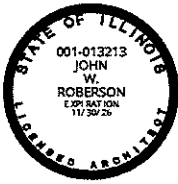


APRIL 29, 2026

EXISTING FLOOR PLAN
NO SCALE



These drawings were drawn under my supervision and to the best of my knowledge meet all applicable codes



JOHN W. ROBERSON,
A RCHI TECT
261 VILLA STREET
ELGIN , IL. 60120
847/ 930-1705
j ohn w r ob er s on @gm ail.com

MR. QUINN,
OWNER
747 W. DUNDEE STREET
WHEELING, IL 60090

MAY 1, 2026



MEMORANDUM

DATE: July 8, 2026
FROM: Marcy Knysz, Village Planner
SUBJECT: Docket No. PSU26-0011, Request for Special Use Approval for a Massage Establishment for New Asian Spa (747 W. Dundee Road) - **PUBLIC HEARING**
RECOMMENDED ACTION: **Recommend approval of Docket No. PSU26-0011**, granting Special Use approval to Ronglan Luo, in order to permit the operation of a massage establishment for New Asian Spa, located at 747 W. Dundee Road, as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections, and in accordance with the Petitioner's Project Description Letter prepared by Ronglan Luo, dated May 11, 2026, Floor Plan prepared by John W. Roberson, dated May 1, 2026, and subject to the following conditions:

1. A Wheeling Business License shall be obtained prior to commencing operation of the massage establishment at the subject location, which the application submittal shall include a revised floor plan detailing/identifying all furniture and equipment to be used within the establishment for staff review.
2. A Wheeling Sign Permit shall be required prior to the installation of any exterior signage at the subject property, subject to the requirements of Title 21 - Signs.

EXECUTIVE SUMMARY

Docket No. PSU26-0011: Ronglan Luo (747 W. Dundee Road, Wheeling, IL 60090), lessee, is seeking special use approval to permit the operation of a massage establishment (New Asian Spa), pursuant to Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.10 Use Regulations, and associated sections, for the property located at 747 W. Dundee Road, which is zoned MXT, Transit-Oriented Mixed Use.

GENERAL PROPERTY INFORMATION

Applicant: Ronglan Luo (New Asian Spa)

Neighboring Property Land Use(s):

North: Commercial (across Dundee Road)

East/West: Commercial

South: Single-family Residential

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

Existing Zoning: MXT, Transit-Oriented Mixed Use

Comprehensive Plan Designation: Transit Oriented Mixed Use

Zoning History:

- Ordinance No. 3018, approved 2/6/1995, granting a variation to reduce parking for First Street Red Hots (Docket #838).

- Ordinance No. 3019, approved 2/6/1995, granting special use and site plan approval for a restaurant for First Street Red Hots (Docket #1995-2).
- Ordinance No. 5732, approved 5/5/2025, granting special use to permit a massage establishment for 6-Foot Spa (Docket No, PSU25-0002).
- Ordinance No. 5788, approved 2/2/2026, granting special use to permit a massage establishment for Jie Spa (Docket No. PSU25-0024).

SUMMARY OF REQUEST

The applicant, Ronglan Luo, is requesting special use approval to operate a massage establishment for “New Asian Spa”, to be located at 747 W. Dundee Road. The subject tenant space is currently unoccupied; however, the Village previously granted special use approval for a massage establishment at this location in February 2026 to a different petitioner for “Jie Spa” (Ordinance No. 5788).

Following approval of Ordinance No. 5788, the prior petitioner was unable to obtain the required Village Business License and did not commence operations. The petitioner subsequently requested withdrawal of the special use approval. On July 6, 2026, the Village Board approved a resolution revoking Ordinance No. 5788, thereby removing the previously granted special use entitlement from the property and allowing for consideration of a new special use petition for the subject tenant space.

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 to operate a massage establishment (“New Asian 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 two bathrooms located at the rear.

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

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

Petitioner: The proposed Special Use is necessary and desirable to provide professional therapeutic massage and wellness services to residents and visitors within the Village of Wheeling. The proposed use is appropriate for the site as a low-impact wellness business that is compatible with surrounding commercial uses and will contribute positively to the area by offering licensed bodywork and wellness services in a professional, safe, and well-maintained environment. The proposed use will also contribute positively to the community by expanding access to professional wellness services, supporting local economic activity, and activating a currently underutilized commercial space with a responsible and service-oriented business.

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: The proposed Special Use will operate as a professional and licensed wellness business and will not be detrimental to the health, safety, morals, or general welfare of the surrounding area or Village. The business is a low-impact commercial use with limited staffing, minimal noise, and no outdoor activity. All services will be provided in private treatment rooms by trained staff in compliance with applicable Village regulations and licensing requirements. The proposed use is consistent with surrounding commercial uses and is not expected to negatively impact neighboring properties, traffic, parking, or property values.

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 proposed Special Use will fit appropriately within the existing commercial area and will not impede or interfere with the normal development of surrounding properties. The business is a low-intensity wellness use that is compatible with nearby commercial businesses and will operate entirely within the existing tenant space without creating impacts that would limit or restrict surrounding permitted uses or future development opportunities.

Staff: The proposed use will occupy an existing commercial tenant space and must 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: The proposed use will be adequately served by the existing public infrastructure and services available to the property, including public streets, utilities, drainage, police and fire protection, and refuse services. The business is a low-impact commercial use with minimal staffing and customer traffic and is not expected to place any undue burden on municipal services or public facilities. The petitioner will comply with all applicable Village requirements related to building, life safety, health, and operational standards.

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: The proposed use is not expected to create undue traffic congestion or negatively impact surrounding streets. The business is a low-traffic, appointment-based wellness use with limited staffing and moderate customer flow throughout the day. The existing parking area and site access are adequate to safely accommodate anticipated parking and vehicle circulation needs without creating traffic hazards or nuisance conditions for neighboring properties or surrounding roadways

Staff: The proposed use is located within an existing multi-tenant commercial retail center served by a shared off-street parking lot. Based on the limited size and low intensity of the use, 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: The proposed use will comply with all applicable Village zoning requirements, building codes, fire and life-safety regulations, and business licensing requirements. The petitioner will obtain all required permits and approvals prior to operation and will operate the business in accordance with all regulations applicable to licensed massage and wellness establishments within the Village of Wheeling.

Staff: The proposed use is consistent with the MXT, Transit-Oriented Mixed Use Zoning District 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.

Health Division Review:

1. Additional equipment specifications are required to be submitted with the Business License application.

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 Wheeling Business License shall be obtained prior to commencing operation of the massage establishment at the subject location, which the application submittal shall include a revised floor plan detailing/identifying all furniture and equipment to be used within the establishment for staff review.
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. PSU26-0011, granting Special Use approval to Ronglan Luo, in order to permit the operation of a massage establishment for New Asian Spa, located at 747 W. Dundee Road, as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections, and in accordance with the Petitioner's Project Description Letter prepared by Ronglan Luo, dated May 11, 2026, Floor Plan prepared by John W. Roberson, dated May 1, 2026, and subject to the following conditions:

1. A Wheeling Business License shall be obtained prior to commencing operation of the massage establishment at the subject location, which the application submittal shall include a revised floor plan detailing/identifying all furniture and equipment to be used within the establishment for staff review.
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:

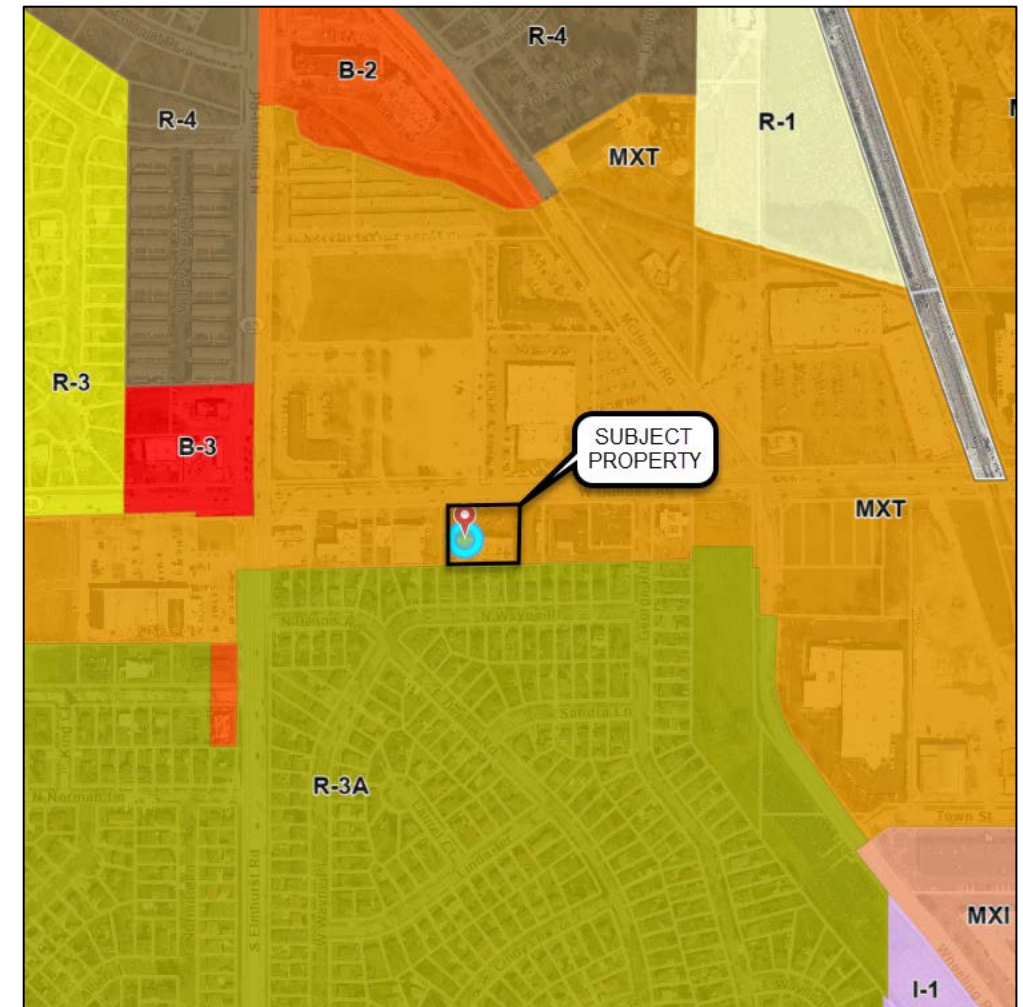
Attachments to Staff Report (Staff)

Petitioner's Project Description Letter prepared by Ronglan Luo, dated May 11, 2026

Floor Plan prepared by John W. Roberson, dated May 1, 2026



LOCATION MAP



ZONING MAP



View of Unit Facing South from the Parking Lot.

**FINDINGS OF FACT
AND RECOMMENDATION**

To: Village President and Board of Trustees

From: Wheeling Plan Commission/Sign Code Board of Appeal

Date: July 8, 2026

Re: Docket No. PSU26-0011
Request for a Special Use to Permit a Massage Establishment for New Asian Spa
747 W. Dundee Road

Chairman Johnson called Docket No. PSU26-0011. Present were Commissioners Hyken, Johnson, Sprague, Riles, Myer, Karl and Smart. Also present were Village Planner Marcy Knysz and Village Attorney Mallory Milluzzi

Secretary Sprague reported that the applicant was seeking special use approval to operate a massage establishment, New Asian Spa, pursuant to Title 19 Zoning of the Wheeling Municipal Code, Chapter 19.10, for the property located at 747 W. Dundee Road, zoned MXT Transit-Oriented Mixed Use. He reviewed the special use requirements.

Ms. Knysz read the proposed conditions:

1. A Wheeling Business License shall be obtained prior to commencing operation of the massage establishment at the subject location, which the application submittal shall include a revised floor plan detailing/identifying all furniture and equipment to be used within the establishment for staff review.
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.

Morgan Danick, representing the applicant Ronglan Luo, stepped to the podium and was sworn in. She reported that they were looking for special use approval to operate a massage therapy facility.

Chairman Johnson noted that the location was previously approved for the type of special use. He commented on the mislabeling of one of the rooms, which indicated that there were two women's restrooms. Ms. Danick confirmed that they would fix the issue and identify all of the furniture on the plan.

The Commissioners had no questions.

MOTION: Commissioner Myer moved, seconded by Commissioner Hyken to approve Docket No. PSU26-0011, granting Special Use approval to Ronglan Luo, in order to permit the operation of a massage establishment for New Asian Spa, located at 747 W. Dundee Road, as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections, and in accordance with the Petitioner's Project Description Letter prepared by Ronglan Luo, dated May 11, 2026, Floor Plan prepared by John W. Roberson, dated May 1, 2026, and subject to the following conditions:

**Findings of Fact and
Recommendation**

DOCKET NO. PSU26-0011

1. A Wheeling Business License shall be obtained prior to commencing operation of the massage establishment at the subject location, which the application submittal shall include a revised floor plan detailing/identifying all furniture and equipment to be used within the establishment for staff review.
2. A Wheeling Sign Permit shall be required prior to the installation of any exterior signage at the subject property, subject to the requirements of Title 21 - Signs.

On the roll call, the vote was as follows:

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

NAYS: None

ABSENT: None

ABSTAIN: None

There being seven affirmative votes, the motion was approved.

Mr. Knysz noted that the applicant would attend the Village Board meeting on July 20, 2026.

MOTION: Commissioner Myer moved, seconded by Commissioner Karl, to approve closing Docket No. PSU26-0011.

On the roll call, the vote was as follows:

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

NAYS: None

ABSENT: None

ABSTAIN: None

There being seven 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 July 8, 2026, 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 Ronglan Luo (747 W. Dundee Road, Wheeling, IL 60090), lessee, seeking Special Use approval to permit the operation of a massage establishment ("New Asian Spa") 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. PSU26-0011

Published in Daily Herald June 23, 2026 (335344)

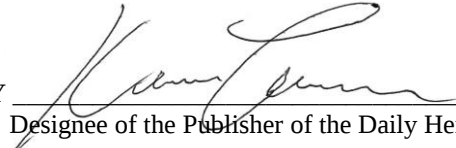
CERTIFICATE OF PUBLICATION

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 06/23/2026 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 # 335344



MEMORANDUM

DATE: July 20, 2026
FROM: Ross Klicker, Community Development Director
SUBJECT: Ordinance Granting Special Use Approval to Permit the Operation of a Recreational and Instructional Facility for Bang DF Studio, LLC (1400 S. Wolf Road, Unit 310) [Docket No. PSU26-0012]
DOLLAR AMOUNT: N/A
BUDGETED: No
BUDGET SOURCE: N/A
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Economic Development

EXECUTIVE SUMMARY

Bang DF Studio, LLC, lessee, is seeking special use approval for a recreational and instructional facility to provide a women-focused dance and wellness studio offering low-impact fitness and movement-based classes at 1400 S. Wolf Road, Unit 310. At the July 8, 2026 Plan Commission hearing, the Commission unanimously recommended approval of this request.

MEMO

The petitioner is seeking to operate a facility to be located at 1400 S. Wolf Road, Unit 310, that would provide low-impact fitness and movement-based classes, including barre, stretching, yoga, ballet, feminine dance, and functional fitness, as well as occasional ballroom dance instruction. In addition to group classes, the business will offer private dance lessons and wedding dance instruction.

The facility is expected to operate with two employees, with proposed hours of operation of Monday through Friday from 9 a.m. to 9 p.m., and Saturdays and Sundays from 9 a.m. to 2 p.m. Occasional special events or workshops may be held, with an expected attendance of approximately 25 to 30 participants.

Plan Commission Recommendation

At the July 8, 2026 Plan Commission hearing, Commissioner Myer moved, seconded by Commissioner Riles, to recommend approval of Docket No. PSU26-0012, granting special use approval to permit a recreational and instructional facility for Bang DF Studio, LLC, located at 1400 S. Wolf Road, Unit 310, 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 onsite at all times during the facility's hours of operation.
2. All activities shall be conducted entirely within the indoor facility.
3. The facility shall be used exclusively as a studio for dance, fitness, wellness instruction, classes, and related activities. No unrelated activities, parties, receptions or general events shall be permitted. Occasional workshops and studio-sponsored special events may be conducted, provided attendance does not exceed thirty (30) people including staff, volunteers and participants, and all such events shall occur entirely within the interior of the leased premises.
4. No alcoholic beverages shall be permitted at the subject premises unless a Wheeling Liquor License is obtained.
5. Food service shall be limited to bottled water and commercially pre-packaged snacks that do not require refrigeration, heating, or other temperature control. The preparation or service of any other food or beverage items shall require approval from the Village and the issuance of all applicable Health Division permits.
6. 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 seven affirmative votes, the motion was approved.

Community Development Director's Review and Recommendation

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

Attachments

Ordinance – Special Use Approval [Docket No. PSU26-0012]

Exhibits: Project Description Letter received by the Village on 6/2/2026

Floor Plan received by the Village on 6/15/2026

PC Staff Report

Report Attachments (staff)

Findings of Fact (Draft)

Certificate of Publication

ORDINANCE NO. _____

**ORDINANCE GRANTING SPECIAL USE APPROVAL TO PERMIT THE OPERATION OF A
RECREATIONAL AND INSTRUCTIONAL FACILITY FOR BANG DF STUDIO, LLC
(1400 S. WOLF ROAD, UNIT 310)**

WHEREAS, the Plan Commission of the Village of Wheeling held a public hearing on July 8, 2026, duly noticed in the *Daily Herald* on June 23, 2026, to consider a Special Use petition by Bang DF Studio, LLC (hereinafter referred to as the "Petitioner") to permit the operation of a recreational and instructional facility for the property located at 1400 S. Wolf Road, Unit 310, Wheeling, Illinois (hereinafter referred to as "Subject Site") in the I-1 (Light Industrial and Office) 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 7 ayes and 0 nays, with 0 absent; and

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

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

Section A

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

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

Section B

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

Special Use Approval for a Recreational and Instructional Facility (Bang DF Studio, LLC)

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

LOT 1 IN PODCO WHEELING RESUBDIVISION OF LOT 1 IN SKIL INDUSTRIAL SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Section C

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

- Project Description Letter received by the Village on 6/2/2026
- Floor Plan received by the Village on 6/15/2026

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. All activities shall be conducted entirely within the indoor facility.
3. The facility shall be used exclusively as a studio for dance, fitness, wellness instruction, classes, and related activities. No unrelated activities, parties, receptions, or general events shall be permitted. Occasional workshops and studio-sponsored special events may be conducted, provided attendance does not exceed thirty (30) people including staff, volunteers, and participants, and all such events shall occur entirely within the interior of the leased premises.
4. No alcoholic beverages shall be permitted at the subject premises unless a Wheeling Liquor License is obtained.
5. Food service shall be limited to bottled water and commercially pre-packaged snacks that do not require refrigeration, heating, or other temperature control. The preparation or service of any other food or beverage items shall require approval from the Village and the issuance of all applicable Health Division permits.
6. 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 20th day of July, 2026.

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

APPROVED this 20th 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 21st day of July, 2026, by order of the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

Exhibit A (Attached)

- Project Description Letter received by the Village on 6/2/2026
- Floor Plan received by the Village on 6/15/2026

COVER LETTER / PROJECT NARRATIVE

Project Name:

BANG DF STUDIO LLC

Project Address:

1400 S Wolf Rd, Unit 310
Wheeling, IL 60090

Description of Proposed Use:

BANG DF STUDIO LLC is a boutique women-focused dance and wellness studio offering low-impact fitness and movement-based classes in a professional indoor studio environment. The proposed use includes group fitness and dance instruction such as barre, stretching, yoga, ballet, feminine dance, functional training, and occasional ballroom dance instruction. The studio will also offer private and wedding dance lessons.

The studio is intended primarily for adult women and beginner/intermediate fitness participants from the local community. The business focuses on wellness, flexibility, movement, and community-oriented fitness in a safe and supportive environment.

Hours of Operation:

Monday – Friday: 9:00 AM – 9:00 PM

Saturday: 9:00 AM – 2:00 PM

Sunday: 9:00 AM – 2:00 PM

Employees / Operations:

The business is operated by two owners:

- Vanda Serdiuk
- Khrystyna Posheliuzhna

The studio operates primarily through scheduled classes with an average attendance of approximately 8–12 participants per class, with a typical maximum of 15 participants. Occasional special events or workshops may host up to approximately 25–30 attendees.

Parking / Traffic:

The property contains a large shared commercial parking area that adequately accommodates staff and customer parking needs. The proposed use is not expected to create excessive traffic congestion or negatively impact surrounding businesses or nearby streets.

Operations / Facility Details:

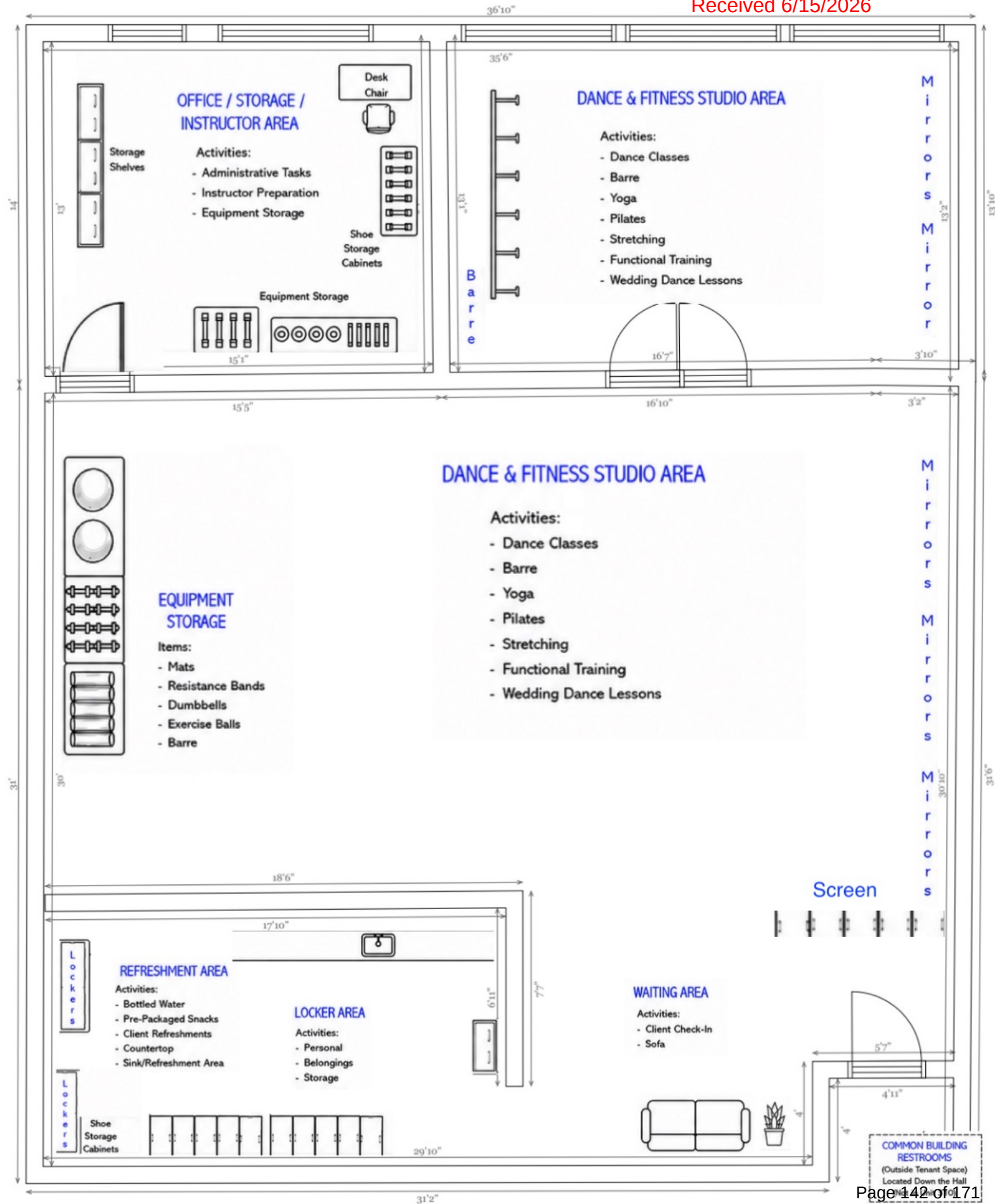
The studio includes an open fitness/dance area, reception area, lockers for personal belongings, changing/storage areas, and a small sink/countertop area for basic client use. The business may offer pre-packaged snacks, bottled water, and small fitness-related retail items in the future.

Music used during classes is moderate background music appropriate for fitness and dance instruction within a commercial setting.

Safety / Building Features:

The space is equipped with emergency lighting, exit signage, and fire extinguishers. The business intends to comply with all applicable building, fire, safety, and zoning requirements associated with the proposed use.

The proposed studio is intended to provide a positive wellness-oriented service to the local community while maintaining compatibility with surrounding commercial uses.



Bang DF Studio – Area Descriptions

OFFICE / STORAGE AREA

Used for administrative tasks, instructor preparation and storage of equipment and supplies.

DANCE & FITNESS STUDIO AREAS

Open areas used for group dance classes, barre, yoga, pilates, stretching, functional training and wedding dance lessons.

EQUIPMENT STORAGE

Storage of fitness equipment including mats, resistance bands, dumbbells, exercise balls and barre.

REFRESHMENT AREA

Area for bottled water, pre-packaged snacks and client refreshments.

LOCKER AREA

Storage of personal belongings in lockers.

WAITING AREA

Client check-in, customer service and waiting area for clients.

COMMON BUILDING RESTROOMS

Restrooms are located outside the tenant space in the common building area.



MEMORANDUM

DATE: July 8, 2026
FROM: Marcy Knysz, Village Planner
SUBJECT: Docket No. PSU26-0012, Request for Special Use Approval for a Recreational and Instructional Facility for Bang DF Studio, LLC (1400 S. Wolf Road, Unit 310) - **PUBLIC HEARING**

RECOMMENDED ACTION: **Recommend approval of Docket No. PSU26-0012**, granting Special Use approval to permit a recreational and instructional facility for Bang DF Studio, LLC, located at 1400 S. Wolf Road, Unit 310, as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections, in accordance with the Project Description Letter received by the Village on 6/2/2026; Floor Plan received by the Village on 6/15/2026, 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. All activities shall be conducted entirely within the indoor facility.
3. The facility shall be used exclusively as a studio for dance, fitness, wellness instruction, classes, and related activities. No unrelated activities, parties, receptions or general events shall be permitted. Occasional workshops and studio-sponsored special events may be conducted, provided attendance does not exceed thirty (30) people including staff, volunteers and participants, and all such events shall occur entirely within the interior of the leased premises.
4. No alcoholic beverages shall be permitted at the subject premises unless a Wheeling Liquor License is obtained.
5. Food service shall be limited to bottled water and commercially pre-packaged snacks that do not require refrigeration, heating, or other temperature control. The preparation or service of any other food or beverage items shall require approval from the Village and the issuance of all applicable Health Division permits.
6. A Wheeling Sign Permit shall be required prior to the installation of any exterior signage at the subject property, subject to the requirements of Title 21 - Signs.

EXECUTIVE SUMMARY

Docket No. PSU26-0012: Vanda Serdiuk (1400 S. Wolf Road, Unit 310, Wheeling, IL 60090), lessee, is seeking special use approval to permit a recreational and instructional facility ("Bang DF Studio, LLC"), located at 1400 S. Wolf Road, Unit 310, which is zoned I-1 (Light Industrial and Office), pursuant to Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.10 Use Regulations, and associated sections.

GENERAL PROPERTY INFORMATION

Petitioner: Bang DF Studio, LLC (lessee)

Building size: 1,657 ft. Unit / 116,226 sq. ft. Building

Property Size: 8.49 Acres

Neighboring Property Land Use(s):

North: Commercial (across Palatine Road)

East: Industrial (across Wolf Road)

South: Industrial

West: Industrial

Existing Use of Property: Multi-tenant industrial building

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

Comprehensive Plan Designation: Industrial

Zoning History:

- Ordinance No. 5343, approved June 15, 2020, granting a rezoning from the I-1 (Light Industrial and Office), I-2 (Limited Industrial), and I-3 (General Industrial) zoning districts to the I-1 (Light Industrial and Office) zoning district (Docket #2020-8).

SUMMARY OF REQUEST

The petitioner, Bang DF Studio, LLC, requests special use approval to permit a recreational and instructional facility to operate a women-focused dance and wellness studio offering low-impact fitness and movement-based classes to be located at 1400 S. Wolf Road, Unit 310.

SPECIAL USE ANALYSIS

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

The petitioner is requesting special use approval to operate a women-focused dance and wellness studio offering low-impact fitness and movement-based classes, including barre, stretching, yoga, ballet, feminine dance, and functional fitness, as well as occasional ballroom dance instruction. In addition to group classes, the business will offer private dance lessons and wedding dance instruction.

The studio is intended primarily for adult women and beginner to intermediate level fitness participants. The business emphasizes wellness, flexibility, movement, and community-oriented fitness in a safe, supportive, and inclusive environment.

As outlined in the Petitioner's Project Description Letter (attached), classes are proposed Monday through Friday from 9:00 a.m. to 9:00 p.m., and on Saturdays and Sundays from 9:00 a.m. to 2:00 p.m. The petitioner anticipates approximately 8 to 12 participants per class, with a maximum class size of approximately 15 participants. The business will be staffed with two employees. Occasional special events or workshops may be held, with an expected attendance of approximately 25 to 30 participants. Staff has included a condition limiting such special events or workshops to a maximum of 30 people (including staff, volunteers, participants, etc.) and that any such events shall occur entirely within the interior of the leased premises. This limitation ensures the use remains consistent with the applicant's stated operations and prevents the space from functioning as a general event venue (e.g., special events, parties, etc.) 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 Special Use is desirable and beneficial to the community because it provides a wellness-oriented fitness and movement space focused primarily on adult women and beginner/intermediate participants. The studio promotes physical wellness, flexibility, movement, and community engagement in a safe and supportive indoor environment. The proposed use contributes positively to the surrounding commercial area by providing a professional fitness and dance service for local residents.

Staff: The proposed special use for a recreational and instructional facility within the I-1 (Light Industrial and Office) zoning district is desirable as such uses effectively utilize large, open floor areas suitable for fitness and other recreational activities and is compatible with typical I-1 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 not be detrimental to the health, safety, or general welfare of the surrounding area or neighboring businesses. The studio operates in a controlled indoor environment with scheduled classes and moderate occupancy levels. The business does not involve hazardous materials, industrial activity, or disruptive operations. Music levels will remain appropriate for a commercial indoor fitness setting. Emergency lighting, exit signage, and fire extinguishers are provided within the space.

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: The proposed use is compatible with surrounding commercial properties and will not interfere with the normal development of the area. The studio operates entirely within an existing commercial tenant space and does not involve exterior modifications to the building or surrounding property. The proposed business use is consistent with other service-oriented commercial uses within the area.

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 applicant will provide adequately for such services.**

Petitioner: The proposed use and development will be adequately served by existing public facilities and services, including roads, utilities, drainage, police and fire protection, refuse disposal, and parking. The building is located within an established commercial area designed to support customer traffic and commercial occupancy. The business intends to comply with all applicable zoning, building, fire, and life-safety requirements.

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 or development will not cause undue traffic congestion or draw significant amounts of traffic through residential streets. Classes are scheduled throughout the day in smaller group formats with average attendance levels of approximately 8–12 participants. The property includes a large shared commercial parking area that adequately accommodates customer and staff parking needs without negatively impacting surrounding streets or neighboring properties.

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 use will comply with the regulations and stipulations specified for such use. The business will maintain compliance with applicable zoning, building, fire, and life-safety codes and operate as a professionally managed boutique fitness and dance studio within the existing commercial tenant space.

Staff: The proposed use is consistent with the I-1 (Light Industrial and Office) zoning district and the Comprehensive Land Use designation of Industrial.

STAFF REVIEW

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

Health Division Review:

1. Food service shall be limited to bottled water and commercially pre-packaged snacks that do not require refrigeration, heating, or other temperature control. The preparation or service of any other food or beverage items shall require approval from the Village and the issuance of all applicable Health Division permits.

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. All activities shall be conducted entirely within the indoor facility.
3. The facility shall be used exclusively as a studio for dance, fitness, wellness instruction, classes, and related activities. No unrelated activities, parties, receptions or general events shall be permitted. Occasional workshops and studio-sponsored special events may be conducted, provided attendance does not exceed thirty (30) people including staff, volunteers and participants, and all such events shall occur entirely within the interior of the leased premises.
4. No alcoholic beverages shall be permitted at the subject premises unless a Wheeling Liquor License is obtained.
5. Food service shall be limited to bottled water and commercially pre-packaged snacks that do not require refrigeration, heating, or other temperature control. The preparation or service of any other food or beverage items shall require approval from the Village and the issuance of all applicable Health Division permits.
6. 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. PSU26-0012, granting Special Use approval to permit a recreational and instructional facility for Bang DF Studio, LLC, located at 1400 S. Wolf Road, Unit 310, as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections, in accordance with the Project Description Letter received by the Village on 6/2/2026; Floor Plan received by the Village on 6/15/2026, 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. All activities shall be conducted entirely within the indoor facility.
3. The facility shall be used exclusively as a studio for dance, fitness, wellness instruction, classes, and related activities. No unrelated activities, parties, receptions or general events shall be permitted. Occasional

workshops and studio-sponsored special events may be conducted, provided attendance does not exceed thirty (30) people including staff, volunteers and participants, and all such events shall occur entirely within the interior of the leased premises.

4. No alcoholic beverages shall be permitted at the subject premises unless a Wheeling Liquor License is obtained.
5. Food service shall be limited to bottled water and commercially pre-packaged snacks that do not require refrigeration, heating, or other temperature control. The preparation or service of any other food or beverage items shall require approval from the Village and the issuance of all applicable Health Division permits.
6. 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:

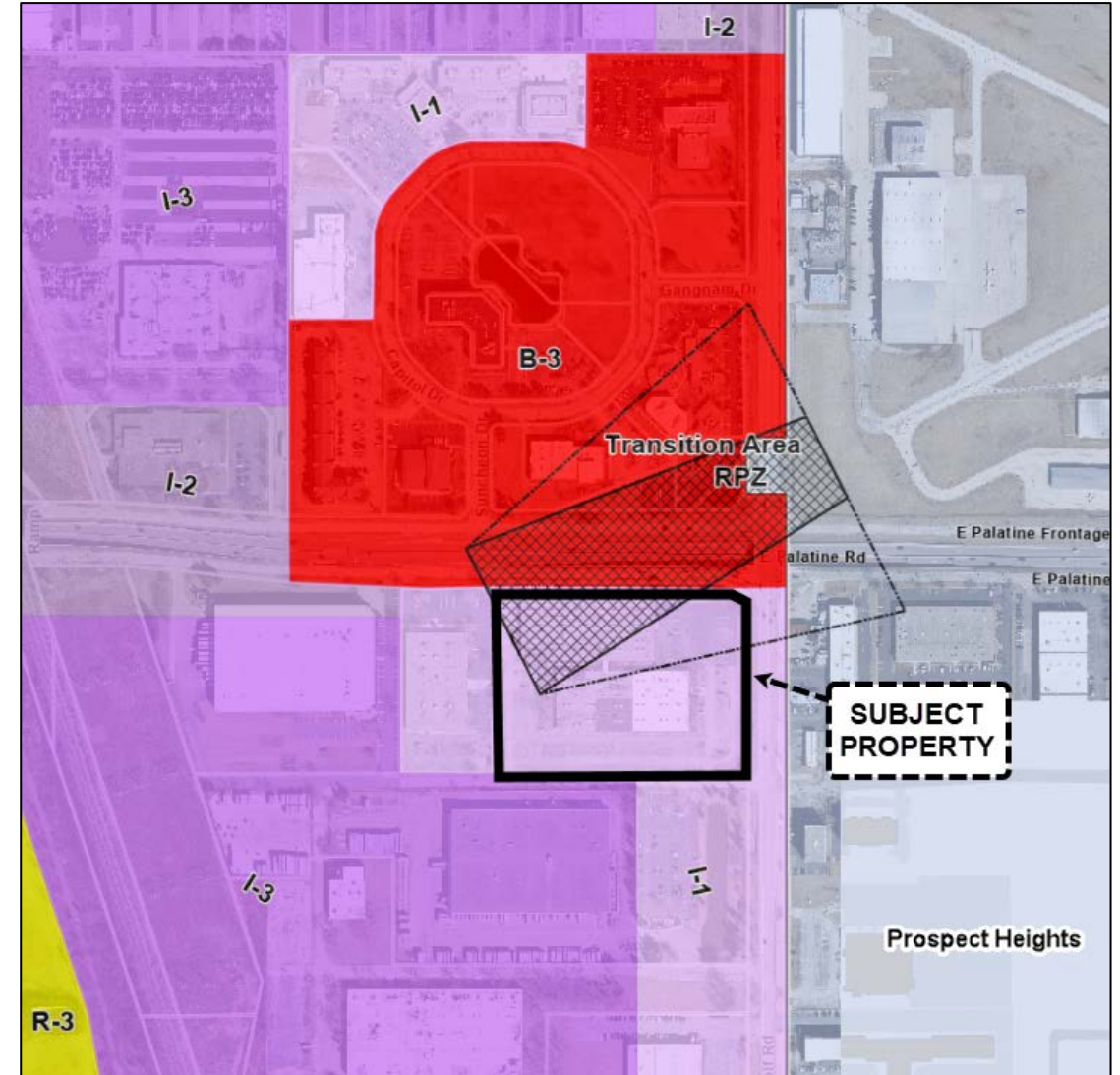
Location and zoning maps (Staff)

Project Description Letter received by the Village on 6/2/2026

Floor Plan received by the Village on 6/15/2026



LOCATION MAP



ZONING MAP

**FINDINGS OF FACT
AND RECOMMENDATION**

To: Village President and Board of Trustees

From: Wheeling Plan Commission/Sign Code Board of Appeal

Date: July 8, 2026

Re: Docket No. PSU26-0012
Request for a Special Use to Permit a Recreation and Instruction Facility for Bang
DF Studio, LLC
1400 S. Wolf Road, Unit 310

Chairman Johnson called Docket No. PSU26-0012. Present were Commissioners Hyken, Johnson, Sprague, Riles, Myer, Karl and Smart. Also present were Village Planner Marcy Knysz and Village Attorney Mallory Milluzzi

Secretary Sprague reported that the applicant was seeking special use approval for a recreational and instructional facility, Bang DF Studio, LLC, located at 1400 S Wolf Road, Unit 310, zoned I-1 Industrial and Office, pursuant to Title 19 Zoning of the Wheeling Municipal Code Chapter 19.10 Use Regulations and Associated Sections. He reviewed the special use requirements.

Ms. Knysz reported that Staff recommended approval.

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. All activities shall be conducted entirely within the indoor facility.
3. The facility shall be used exclusively as a studio for dance, fitness, wellness instruction, classes, and related activities. No unrelated activities, parties, receptions or general events shall be permitted. Occasional workshops and studio-sponsored special events may be conducted, provided attendance does not exceed thirty (30) people including staff, volunteers and participants, and all such events shall occur entirely within the interior of the leased premises.
4. No alcoholic beverages shall be permitted at the subject premises unless a Wheeling Liquor License is obtained.
5. Food service shall be limited to bottled water and commercially pre-packaged snacks that do not require refrigeration, heating, or other temperature control. The preparation or service of any other food or beverage items shall require approval from the Village and the issuance of all applicable Health Division permits.
6. 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.

Khrystyna Posheliuzhna, one of the owners of the Bang DF Studio, stepped to the podium and

was sworn in. She reported that Bang DF Studio was a dance and wellness space offering yoga, dance, and fitness classes in a safe, welcoming environment. She stated that they were committed to being respectful neighbors and following all of the Village's rules.

Commissioner Riles had no questions.

Commissioner Smart asked if she had opened a similar studio. Khrystyna Posheliuzhna confirmed that she had been in Ukraine. Commissioner Smart asked what types of classes were offered. Khrystyna Posheliuzhna reported that they offered ballet and high heel dance. Commissioner Smart asked whether there would be capacity to have two different classes at the same time and whether there would be two employees on site in those circumstances. Khrystyna Posheliuzhna confirmed that they had two spaces and there would be two employees.

Commissioners Hyken, Sprague, Karl, and Myer had no questions.

MOTION: Commissioner Myer moved, seconded by Commissioner Riles to approve Docket No. PSU26-0012, granting Special Use approval to permit a recreational and instructional facility for Bang DF Studio, LLC, located at 1400 S. Wolf Road, Unit 310, as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections, in accordance with the Project Description Letter received by the Village on 6/2/2026; Floor Plan received by the Village on 6/15/2026, 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. All activities shall be conducted entirely within the indoor facility.
3. The facility shall be used exclusively as a studio for dance, fitness, wellness instruction, classes, and related activities. No unrelated activities, parties, receptions or general events shall be permitted. Occasional workshops and studio-sponsored special events may be conducted, provided attendance does not exceed thirty (30) people including staff, volunteers and participants, and all such events shall occur entirely within the interior of the leased premises.
4. No alcoholic beverages shall be permitted at the subject premises unless a Wheeling Liquor License is obtained.
5. Food service shall be limited to bottled water and commercially pre-packaged snacks that do not require refrigeration, heating, or other temperature control. The preparation or service of any other food or beverage items shall require approval from the Village and the issuance of all applicable Health Division permits.
6. 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, Myer, Riles, Karl

NAYS: None

ABSENT: None

ABSTAIN: None

There being seven affirmative votes, the motion was approved.

Mr. Knysz noted that the applicant would attend the Village Board meeting on July 20, 2026.

MOTION: Commissioner Karl moved, seconded by Commissioner Sprague, to approve closing Docket No. PSU26-0012.

On the roll call, the vote was as follows:

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

NAYS: None

ABSENT: None

ABSTAIN: None

There being seven 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 July 8, 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 Vonda Serdiuk (1400 S. Wolf Road, Unit 310, Wheeling, IL 60090), lessee, seeking Special Use approval to permit the operation of a recreational and instructional facility for "Bang DF Studio LLC", located at 1400 S. Wolf Road, Unit 310, zoned I-1 (Light Industrial and Office), 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. PSU26-0012

Published in Daily Herald June 23, 2026 (335409)

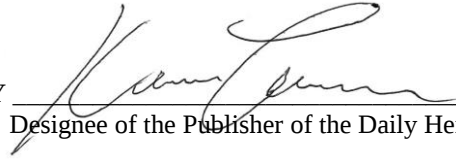
CERTIFICATE OF PUBLICATION

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 06/23/2026 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 # 335409



MEMORANDUM

DATE: July 20, 2026
FROM: James Ferolo, Village Attorney
SUBJECT: Resolution Approving an Intergovernmental Cooperative Planning Agreement between the City of Prospect Heights and the Village of Wheeling
DOLLAR AMOUNT: N/A
BUDGETED: No
BUDGET SOURCE: N/A
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Economic Development

EXECUTIVE SUMMARY

The attached resolution approves an intergovernmental agreement that slightly alters the boundaries of Wheeling and Prospect Heights through a disconnection and annexation procedure in order to allow Sky Harbour Development to develop within the City of Prospect Heights and Wheeling without any one of the four involved parcels crossing municipal borders.

MEMO

Sky Harbour Development has proposed a new development on a site with four parcels which currently overlap the Prospect Heights and Wheeling border. In order to develop within the City of Prospect Heights and the Village of Wheeling without any one of the four involved parcels crossing municipal borders, the two municipalities have reached an agreement to alter the border. As a result of the annexation/disconnection procedures, three of the four Sky Harbour parcels (see attached map) will be fully located within the City of Prospect Heights, and one of the Sky Harbour parcels will be fully located within the Village of Wheeling. The agreement further provides that Prospect Heights building codes will govern all aspects of the development, including the building on the parcel located in Wheeling. The attached plats of annexation further illustrate the parcels that are being disconnected and annexed into both Wheeling and Prospect Heights.

Attachments:

Resolution

Exhibit A: Intergovernmental Agreement (IGA)

– IGA Exhibit A: Wheeling Disconnected Parcel

– IGA Exhibit B: Prospect Heights Disconnected Parcel

Maps depicting new parcels

RESOLUTION NO. 26-_____

**RESOLUTION APPROVING AN INTERGOVERNMENTAL COOPERATIVE
PLANNING AGREEMENT BETWEEN THE CITY OF PROSPECT HEIGHTS AND
THE VILLAGE OF WHEELING**

WHEREAS, the Village of Wheeling (the “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, both the City of Prospect Heights and the Village of Wheeling (the “MUNICIPALITIES”) are units of local government as defined by Article VII, Section 1, of the Constitution of the State of Illinois; and

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois authorizes units of local government to enter into agreements to exercise, combine, or transfer any power or function not prohibited to them by law; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes two or more municipalities to enter into agreements concerning the joint exercise of certain municipal powers and to enter into contracts for the performance of governmental services, activities, and undertakings; and

WHEREAS, the Municipalities, through their legislative bodies, have previously provided for the joint establishment and operation of a municipal airport known as Chicago Executive Airport (the “AIRPORT”) by and through a series of intergovernmental agreements originating on February 26, 1985 and thereto updated and amended, with the most recent version being dated December 23, 2013, known as the “Amended and Restated Intergovernmental Agreement for the Operation of Chicago Executive Airport between the Village of Wheeling and the City of Prospect Heights (the “AIRPORT IGA”); and

WHEREAS, the MUNICIPALITIES have established boundaries for their respective corporate limits; and

WHEREAS, Section 10 of the AIRPORT IGA governs the application of building codes to be used for the construction of all buildings, improvements, and structures; and

WHEREAS, in arriving at this Intergovernmental Cooperative Planning Agreement (the “AGREEMENT”), the MUNICIPALITIES have given consideration to the proposed Sky Harbour Development (the “DEVELOPMENT”) and its location with respect to the MUNICIPALITIES’ boundaries; and

WHEREAS, the MUNICIPALITIES have determined that development growth at the AIRPORT will be accompanied by significantly higher demands for transportation, public utility, public safety, and associated municipal services; and

WHEREAS, the MUNICIPALITIES have determined that the DEVELOPMENT will straddle municipal boundaries, with the majority of the DEVELOPMENT being located in PROSPECT HEIGHTS; and

WHEREAS, the MUNICIPALITIES, after due investigation and consideration, have elected to enter into an AGREEMENT providing for the disconnection and annexation of certain parcels from and into each of the MUNICIPALITIES, thus providing for the establishment of a new boundary for their respective jurisdictions to allow the majority of the DEVELOPMENT to develop in PROSPECT HEIGHTS;

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 Intergovernmental Cooperative Planning Agreement with the City of Prospect Heights 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 Intergovernmental Cooperative Planning 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.

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

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

ADOPTED this 20th day of 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

INTERGOVERNMENTAL COOPERATIVE
PLANNING AGREEMENT

**AN INTERGOVERNMENTAL COOPERATIVE
PLANNING AGREEMENT
BETWEEN THE CITY OF PROSPECT HEIGHTS AND
THE VILLAGE OF WHEELING**

THIS AGREEMENT(AGREEMENT) is entered into this _____ day of_____, 2026, between the CITY OF PROSPECT HEIGHTS (“PROSPECT HEIGHTS”), an Illinois municipal corporation and the VILLAGE OF WHEELING (“WHEELING”), an Illinois municipal corporation, collectively referred to as the MUNICIPALITIES.

WITNESSETH:

WHEREAS, both PROSPECT HEIGHTS and WHEELING are units of local government as defined by Article VII, Section 1, of the Constitution of the State of Illinois; and

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois authorizes units of local government to enter into agreements to exercise, combine or transfer any power of function not prohibited to them by law; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes two or more municipalities to enter into agreements concerning the joint exercise of certain municipal powers and to enter into contracts for the performance of governmental services, activities and undertakings; and

WHEREAS, the MUNICIPALITIES, through their legislative bodies, have previously provided for the joint establishment and operation of a municipal airport known as Chicago Executive Airport (“AIRPORT”) by and through a series of intergovernmental agreements originating on February 26, 1985 and thereto updated and amended, with the most recent version being dated December 23, 2013, known as AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR THE OPERATION OF CHICAGO

EXECUTIVE AIRPORT BETWEEN THE VILLAGE OF WHEELING AND THE CITY OF PROSPECT HEIGHTS (“AIRPORT IGA”); and

WHEREAS, the MUNICIPALITIES have established boundaries for their respective corporate limits; and

WHEREAS, the MUNICIPALITIES have adopted official codes and ordinances regarding planning and zoning; and

WHEREAS, Section 10 of the AIRPORT IGA governs the application of building codes to be used for the construction of all buildings, improvements and structures; and

WHEREAS, in arriving at this AGREEMENT, the MUNICIPALITIES have given consideration to the proposed SKY HARBOUR DEVELOPMENT (“DEVELOPMENT”) and its location with respect to the MUNICIPALITIES’ boundaries; and

WHEREAS, the MUNICIPALITIES have determined that development growth at the AIRPORT will be accompanied by significantly higher demands for transportation, public utility, public safety and associated municipal services; and

WHEREAS, the MUNICIPALITIES have determined that the DEVELOPMENT will straddle municipal boundaries with the majority of the DEVELOPMENT being located in PROSPECT HEIGHTS; and

WHEREAS, the MUNICIPALITIES, after due investigation and consideration, have elected to enter into an AGREEMENT providing for the disconnection and annexation of certain parcels from and into each of the MUNICIPALITIES as shown on the Plats of Legal Description attached hereto as EXHIBIT A and EXHIBIT B; thus providing for the establishment of a new boundary for their respective jurisdictions to allow the majority of the DEVELOPMENT to develop in PROSPECT HEIGHTS; and

WHEREAS, the MUNICIPALITIES have determined that in some instances it will be desirable and necessary for the power and authority conferred on one MUNICIPALITY to be exercised by another with respect to the application of building codes; and

WHEREAS, the MUNICIPALITIES have authorized, by ordinance, the execution of this AGREEMENT as an exercise of their respective authority and as an exercise of their intergovernmental cooperation authority under the Constitution of Illinois.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the recitals hereinabove set forth, it is hereby agreed between the CITY OF PROSPECT HEIGHTS and the VILLAGE OF WHEELING as follows:

1. INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein by reference as substantive provisions of this AGREEMENT.

2. BOUNDARY LINE

PROSPECT HEIGHTS and WHEELING agree that the boundary line for annexation, governmental planning, subdivision control, official map, ordinances, and other municipal purposes and functions shall be as is depicted on the Plats of Legal Description attached hereto as Exhibits A and B, which are made a part of this AGREEMENT.

3. JURISDICTION

- a. Two parcels shown and legally described in Exhibit A and Exhibit B), are at the time of the execution of this AGREEMENT, annexed by and a part of PROSPECT HEIGHTS and WHEELING (“DISCONNECTION PARCELS”). The DISCONNECTION PARCELS shall be disconnected from WHEELING and PROSPECT HEIGHTS and annexed to WHEELING and PROSPECT HEIGHTS,

by passage of ordinances of the respective MUNICIPALITIES upon the filing of a petition requesting the same. A petition for disconnection and annexation must be made to the respective MUNICIPALITIES by the owners and/or electors as required by the Illinois Municipal Code.

4. APPLICABLE BUILDING CODE

The DEVELOPMENT including the portion of the DEVELOPMENT located in WHEELING shall be governed by the building codes of the CITY OF PROSPECT HEIGHTS' which are the 2024 building codes for development, regardless of any special amendments either Municipality has adopted

5. ALLOCATION OF EXPENSES

The MUNICIPALITIES acknowledge and agree that any and all expenses incurred by either party to this Agreement shall be reimbursed by the Chicago Executive Airport pursuant to Section 8 of the IGA.

6. WAIVER OF ANNEXATION CHALLENGES

Each MUNICIPALITY agrees that it waives any right to challenge or otherwise contest the validity of any annexation the other MUNICIPALITY has effected, is effecting, or will effect in the future for territory located within the other MUNICIPALITY 's designated area as depicted in Exhibits A and B. This waiver includes but is not limited to annexation proceedings initiated by petition, ordinance or publication made by owners of record, electors, municipalities or their respective agents or representatives.

7. AMENDMENT OF AGREEMENT

Neither PROSPECT HEIGHTS nor WHEELING shall either directly or indirectly seek any modification of this AGREEMENT through court action, and this AGREEMENT shall remain

in full force and effect until amended or changed by the mutual AGREEMENT of the corporate authorities of the MUNICIPALITIES.

8. SEVERABILITY

If any provisions of this AGREEMENT shall be declared invalid for any reason, such invalidation shall not affect other provisions of this AGREEMENT which can be given effect without the invalid provisions and to this end the provisions of this AGREEMENT are to be deemed severable. If this AGREEMENT is declared to not apply to a particular parcel of real property despite the inclusion of such parcel in Exhibit A or Exhibit B, such declaration shall not invalidate this AGREEMENT or affect any other parcel of real property.

9. ENFORCEMENT

This AGREEMENT shall be enforceable through any appropriate action at law or in equity. No action may be brought to enforce this AGREEMENT unless the MUNICIPALITY seeking enforcement first notifies the other MUNICIPALITY in writing of the nature of the alleged breach, the specific action required to remedy the breach and the amount of time reasonably required to attain compliance, but not less than sixty (60) days. The parties shall bear their own expenses related to the enforcement of this AGREEMENT.

10. NOTICES

Any notice required by this AGREEMENT shall be in writing and shall be served by personal delivery on the municipal clerk and chief administrative officer of the receiving MUNICIPALITY. In lieu of personal service, required notices may be served by certified mail, return receipt requested, addressed to the municipal clerk and chief administrative officer of the receiving MUNICIPALITY. Notices shall be deemed served on the day of personal delivery or on the fourth day following mailing.

11. APPLICABLE LAW AND RECORDING REQUIREMENTS

This AGREEMENT shall be construed in accordance with the laws of the State of Illinois and shall be adopted by ordinance approved by the corporate authorities of each MUNICIPALITY.

IN WITNESS WHEREOF, the parties hereto have caused the execution of their duly authorized officer this _____ day of July 2026.

CITY OF PROSPECT HEIGHTS, an
Illinois Municipal Corporation

MAYOR

ATTEST:

VILLAGE CLERK

VILLAGE OF WHEELING, an
Illinois Municipal Corporation

Patrick Horcher, VILLAGE PRESIDENT

ATTEST:

Kathryn M. Brady, VILLAGE CLERK

EXHIBIT A

**PLAT OF LEGAL DESCRIPTION OF PARCEL TO BE DISCONNECTED FROM
WHEELING**

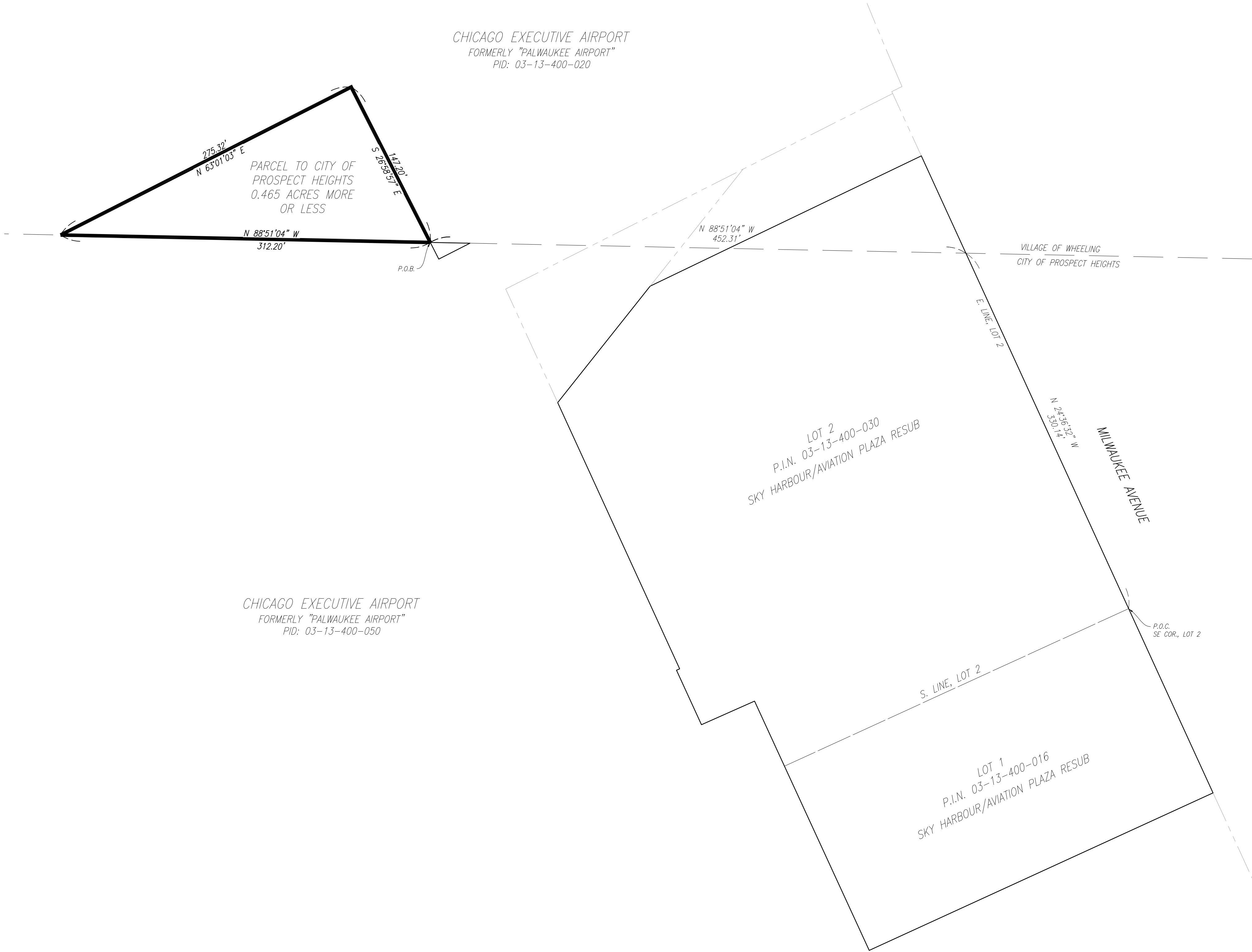
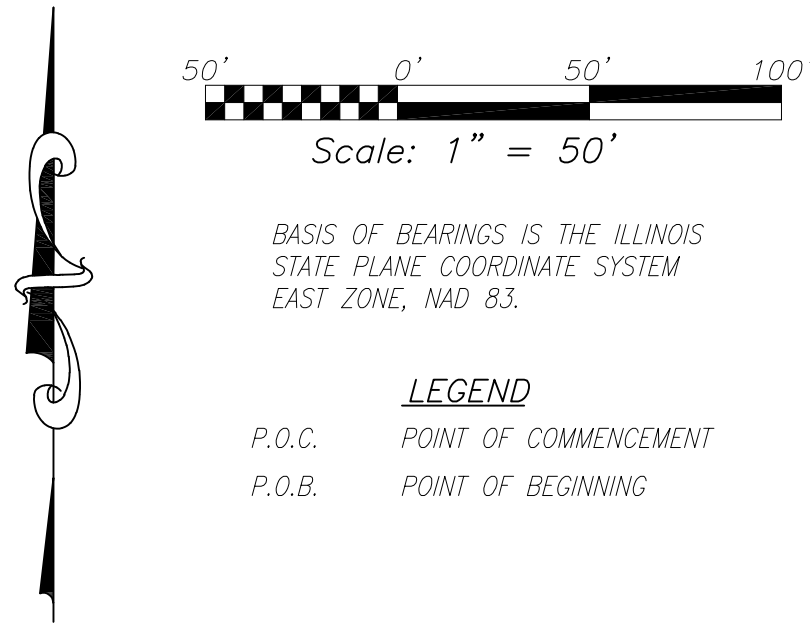
EXHIBIT B

**PLAT OF LEGAL DESCRIPTION OF PARCEL TO BE DISCONNECTED FROM
PROSPECT HEIGHTS**

P.I.N. 03-13-400-020
P.I.N. 03-13-400-050

PLAT OF LEGAL DESCRIPTION

LEGAL DESCRIPTION (CONVEYED FROM VILLAGE OF WHEELING TO CITY OF PROSPECT HEIGHTS)
THAT PART OF THE SOUTH HALF OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 2 IN SKY HARBOUR / AVIATION PLAZA RESUBDIVISION, BEING A RESUBDIVISION OF PARTS OF LOTS 1 AND 2 IN GEORGE STRONG SUBDIVISION OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 2527530068; THENCE NORTH 24 DEGREES 36 MINUTES 32 SECONDS WEST, ON THE EAST LINE OF SAID LOT 2, 330.14 FEET TO THE SOUTH LINE OF THE CORPORATE LIMITS OF VILLAGE OF WHEELING; THENCE NORTH 88 DEGREES 51 MINUTES 04 SECONDS WEST, ON SAID SOUTH LINE, 452.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 51 MINUTES 04 SECONDS WEST, ON SAID SOUTH LINE, 312.20 FEET; THENCE NORTH 63 DEGREES 01 MINUTES 03 SECONDS EAST, 275.32 FEET; THENCE SOUTH 28 DEGREES 58 MINUTES 57 SECONDS EAST, 147.20 FEET TO THE SOUTH LINE OF SAID CORPORATE LIMITS OF VILLAGE OF WHEELING AND TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.



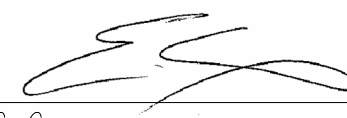
NOTES:

- 1) THE DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMAL PARTS THEREOF.
- 2) ANY DISCREPANCY IN MEASUREMENT DISCOVERED UPON THE GROUND SHOULD BE PROMPTLY REPORTED TO THE SURVEYOR FOR EXPLANATION OR CORRECTION.
- 3) FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR ABSTRACT, DEED, CONTRACTS AND ZONING ORDINANCES.

State of Illinois)
) SS
County of Will)

I, Eric C. Cox, an Illinois Land Surveyor, do hereby certify that the existing conditions shown hereon is a true and correct representation thereof.

Dated this 8th day of April, 2026.

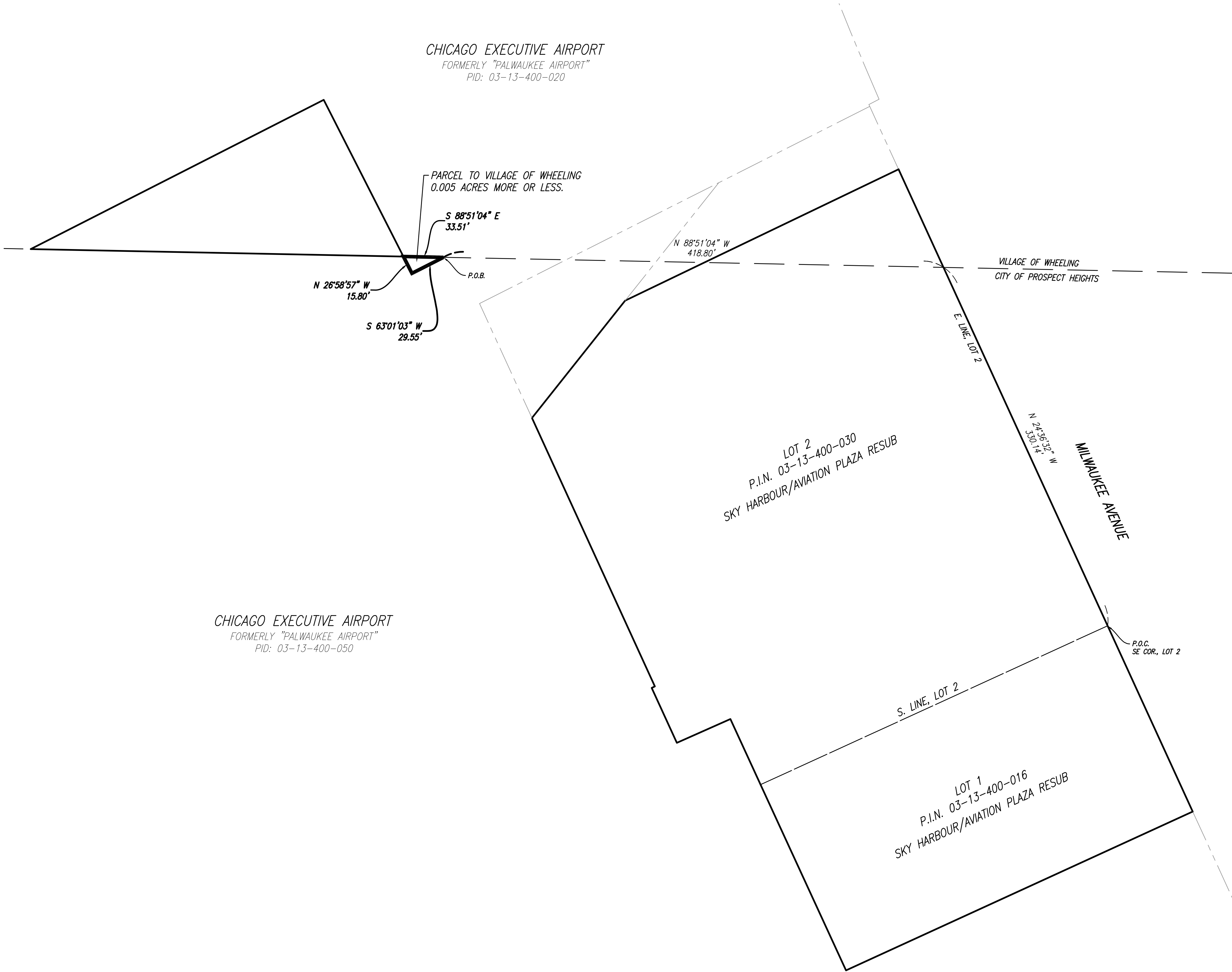
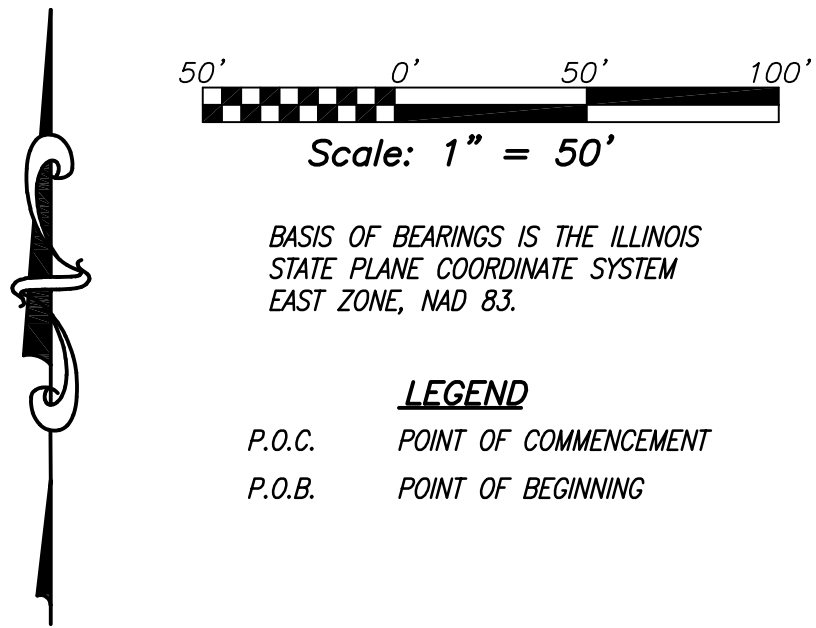

Eric C. Cox
Illinois Professional Land Surveyor No. 035-3604
Renewal Date: November 30, 2026
DLZ Industrial Surveying, Inc. Professional Design Firm 184002815



 DLZ INDUSTRIAL SURVEYING, INC. 80 McDONALD AVENUE, UNIT D, JOLIET, IL 60431 TELEPHONE (815) 725-8840 FAX (815) 725-8849		PROSPECT HEIGHTS	ILLINOIS	DRAWN: BDE	CHK'D: ECC	NO.	REVISION		BY	DATE		SHEET 1	
		VILLAGE OF WHEELING SKY HARBOUR			DESIGNED: —	APPR'D: —	▲						OF 1
					DATE: 4/8/2026		▲						
					SCALE: 1" = 50'		▲						
							▲						
					PROJECT NUMBER		▲						
					2650-7028-90		▲						

P.I.N. 03-13-400-020
P.I.N. 03-13-400-050

PLAT OF LEGAL DESCRIPTION



LEGAL DESCRIPTION (CONVEYED FROM CITY OF PROSPECT HEIGHTS TO VILLAGE OF WHEELING)
THAT PART OF THE SOUTH HALF OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 2 IN SKY HARBOUR / AVATION PLAZA RESUBDIVISION, BEING A RESUBDIVISION OF PARTS OF LOTS 1 AND 2 IN GEORGE STRONG SUBDIVISION OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 2527530068; THENCE NORTH 24 DEGREES 36 MINUTES 32 SECONDS WEST, ON THE EAST LINE OF SAID LOT 2, 330.14 FEET TO THE NORTH LINE OF THE CORPORATE LIMITS OF THE CITY OF PROSPECT HEIGHTS; THENCE NORTH 88 DEGREES 51 MINUTES 04 SECONDS WEST, ON SAID NORTH LINE, 418.80 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 63 DEGREES 01 MINUTES 03 SECONDS WEST, 29.55 FEET; THENCE NORTH 26 DEGREES 58 MINUTES 57 SECONDS WEST, 15.80 FEET TO THE NORTH LINE OF SAID CORPORATE LIMITS OF THE CITY OF PROSPECT HEIGHTS; THENCE SOUTH 88 DEGREES 51 MINUTES 04 SECONDS EAST, ON SAID NORTH LINE, 33.51 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, SAID PARCEL CONTAINING 0.005 ACRES MORE OR LESS

NOTES:

- 1) THE DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMAL PARTS THEREOF.
- 2) ANY DISCREPANCY IN MEASUREMENT DISCOVERED UPON THE GROUND SHOULD BE PROMPTLY REPORTED TO THE SURVEYOR FOR EXPLANATION OR CORRECTION.
- 3) FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR ABSTRACT, DEED, CONTRACTS AND ZONING ORDINANCES.

State of Illinois)
County of Will) SS

I, Eric C. Cox, an Illinois Land Surveyor, do hereby certify that the existing conditions shown hereon is a true and correct representation thereof.

Dated this 8th day of April, 2026.

Eric C. Cox
Illinois Professional Land Surveyor No. 035-3604
Renewal Date: November 30, 2026
DLZ Industrial Surveying, Inc. Professional Design Firm 184002815



 80 McDONALD AVENUE, UNIT D, JOLIET, IL 60431 TELEPHONE (815) 725-8840 FAX (815) 725-8849	WHEELING		ILLINOIS		DRAWN: BDE	CHK'D. ECC	NO.	REVISION		BY	DATE	SHEET 1 OF 1 DRAWING NUMBER 7028LD
	CITY OF PROSPECT HEIGHTS SKY HARBOUR				DESIGNED: --	APPRV'D: --						
	PARCEL TO VILLAGE OF WHEELING PLAT OF LEGAL DESCRIPTION				DATE: 4/8/2026							
					SCALE: 1" = 50'							
					PROJECT NUMBER							
					2650-7028-90							

PLAN 03-15-400-020
PLAN 03-15-400-020

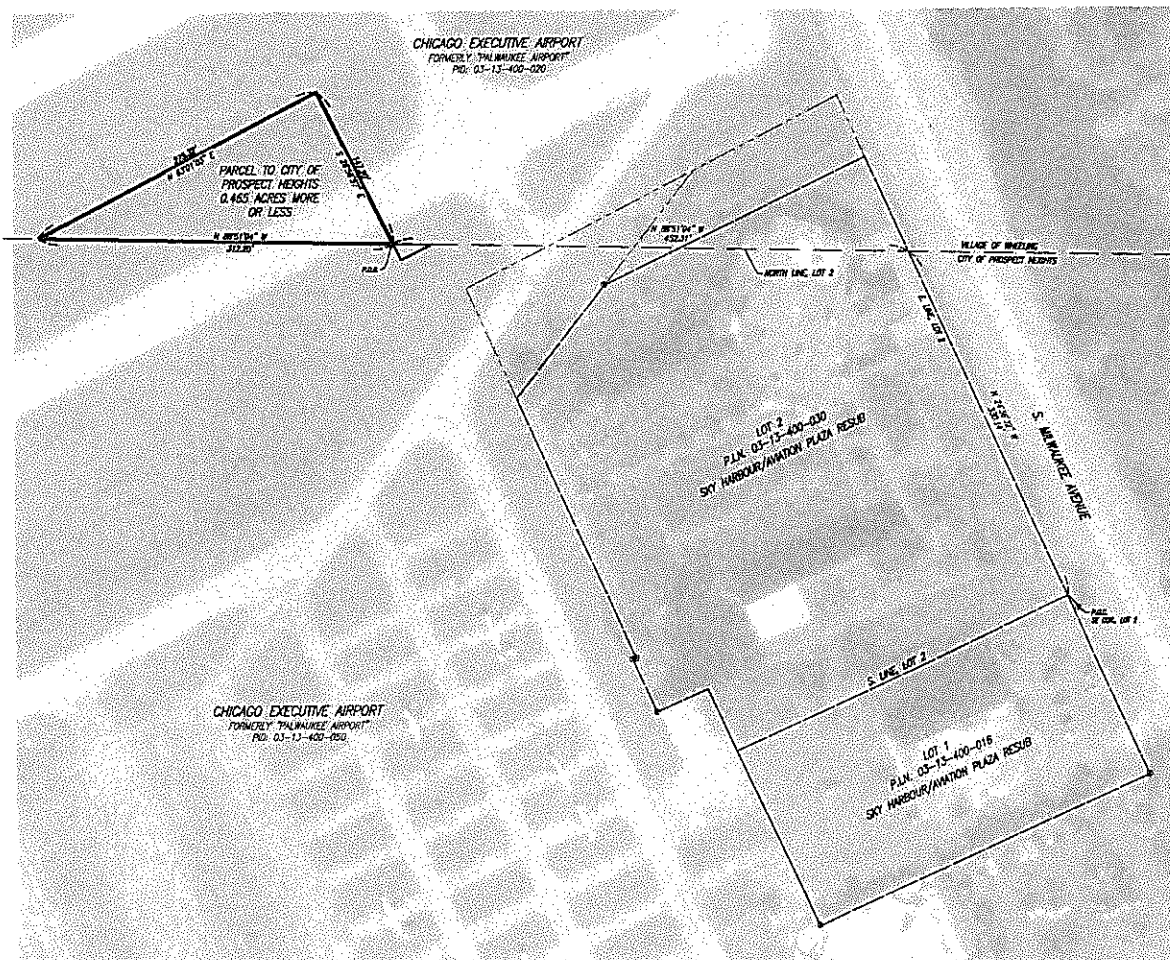
PLAT OF ANNEXATION TO CITY OF PROSPECT HEIGHTS

Scale: 1" = 50'

BASE OF BEARINGS IS THE ILLINOIS
STATE PLANE COORDINATE SYSTEM
EAST ZONE AND 83.

LEGEND

- ② FOUND PEBBLES
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- SECTION LINE
- SURVEY BOUNDARY



LEGAL DESCRIPTION (CONTINUED FROM VILLAGE OF WHEELING TO CITY OF PROSPECT HEIGHTS)
THAT PART OF THE SOUTH HALF OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD
PRINCIPAL MERIDIAN, BEGINNING AS FOLLOWS: COMMENCING AT THE CORNER OF LOT 2 IN SKY
HARBOR / AVIATION PLAZA RESUB, BEING A RECONVEYANCE OF PARTS OF LOTS 1 AND 2 IN RESUB
SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER
OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO
THE PLAT THEREOF RECORDED AS DOCUMENT NO. 245769, BEARING NORTH 84 DEGREES 30 MINUTES 20
SECONDS WEST, ON THE EAST LINE OF SAID LOT 2, 328.14 FEET TO THE SOUTH LINE OF THE CORRESPONDING
LIMITS OF VILLAGE OF WHEELING BEARING NORTH 84 DEGREES 30 MINUTES 20 SECONDS WEST, ON SAID
SOUTH LINE, 402.17 FEET TO THE POINT OF BEGINNING, BEARING NORTH 84 DEGREES 30 MINUTES 20
SECONDS WEST, ON SAID SOUTH LINE, 375.00 FEET THENCE NORTH 84 DEGREES 30 MINUTES 20
SECONDS EAST, 375.00 FEET THENCE SOUTH 84 DEGREES 30 MINUTES 20 SECONDS EAST, 142.00 FEET TO
THE SOUTH LINE OF SAID CORRESPONDING LIMITS OF VILLAGE OF WHEELING AND TO THE POINT OF BEGINNING, IN
COOK COUNTY, ILLINOIS.

NOTES

- 1) THE DIMENSIONS SHOWN HEREIN ARE IN FEET AND DECIMAL
PARTS THEREOF.
- 2) ANY DISCREPANCY IN MEASUREMENT DETERMINED UPON THE
GROUND SHALL BE PROBABLY ADJUSTED TO THE SURVEY FOR
EXPLANATION OF CORRECTION.
- 3) FOR BOUNDARY LINE AND OTHER RESTRICTIONS NOT SHOWN
HEREIN REFER TO YOUR INSTRUMENT, DEEDS, EASEMENTS AND
JOINING ORDINANCES.

STATE OF ILLINOIS)
COUNTY OF WILL)

I, ERIC C. COO, AN ILLINOIS LAND SURVEYOR, DO HEREBY CERTIFY THAT THE EXISTING
CONDITIONS SHOWN HEREIN IS A TRUE AND CORRECT REPRESENTATION THEREOF.

DATED THIS 1ST DAY OF JUNE, 2008.

ERIC C. COO
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 036-3804
RENEWAL DATED NOVEMBER 30, 2008
DLZ INDUSTRIAL SURVEYING, INC. PROFESSIONAL DESIGN FIRM 18402818



DLZ
INDUSTRIAL SURVEYING, INC.
501 WILSON AVE. UNIT 8, JOLIET, IL 60431
TELEPHONE: (815) 725-9340 FAX: (815) 725-6649

PROSPECT HEIGHTS

COOK ENGINEERING GROUP
SKY HARBOUR

PARCEL TO CITY OF PROSPECT HEIGHTS
PLAT OF LEGAL DESCRIPTION

ILLINOIS

DESIGNER: DLZ

DATE: 6/18/2008

SCALE: 1" = 50'

PROJECT NUMBER

2650-7028-90

NO.	REVISION	BY	DATE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

SHEET 1

OF 1

DRAWING NUMBER

7028LD



MEMORANDUM

DATE: July 20, 2026
FROM: Daniel Kaup, Deputy Village Manager/Public Works Director
SUBJECT: DISCUSSION RE: Stormwater Master Plan Update
DOLLAR AMOUNT: N/A
BUDGETED: No
BUDGET SOURCE: N/A
RECOMMENDED ACTION: Discussion
STRATEGIC PLAN THEME: Residential Life

EXECUTIVE SUMMARY

In 2016, the Village passed its first and only Stormwater Master Plan, which described current flooding conditions and proposed a series of improvement projects to address the stormwater concerns of the community. This stormwater plan update will serve as a continuation of that original plan. Staff will present what the 2016 plan projects accomplished, describe the current stormwater conditions that exist in the community today, and outline a five-year capital projects list to continue to improve Wheeling's drainage and flooding.