

**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 SPECIAL MEETING OF THE LIQUOR CONTROL COMMISSION  
WILL BE HELD ON MONDAY, NOVEMBER 7, 2016 AT 6:30 P.M.  
BOARD ROOM, WHEELING VILLAGE HALL  
2 COMMUNITY BOULEVARD, WHEELING ILLINOIS  
CHAIRPERSON DEAN S. ARGIRIS PRESIDING**

**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:**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL FOR ATTENDANCE**
- 4. APPROVAL OF MINUTES**           Special Meeting of October 3, 2016
- 5. IN CONSIDERATION OF A REQUEST FOR A CLASS I LIQUOR LICENSE**  
  
Clearbrook  
Westin Chicago North Shore (601 N. Milwaukee Avenue)  
Event: November 12, 2016
- 6. IN CONSIDERATION OF A REQUEST FOR A CLASS A LIQUOR LICENSE**  
  
Siri Restaurant  
401 W. Dundee Road
- 7. ADJOURNMENT**

***THIS MEETING WILL BE TELEVISED ON WHEELING CABLE CHANNELS 17 & 99.***

***IF YOU WOULD LIKE TO ATTEND A VILLAGE MEETING BUT REQUIRE AN AUXILIARY AID, SUCH AS A SIGN LANGUAGE INTERPRETER, PLEASE CALL 847-499-9085 AT LEAST 72 HOURS PRIOR TO THE MEETING.***

**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 OF THE VILLAGE OF WHEELING**

**WILL BE HELD ON MONDAY, NOVEMBER 7, 2016**

**IMMEDIATELY FOLLOWING THE SPECIAL MEETING OF THE LIQUOR CONTROL COMMISSION**

**BOARD ROOM, WHEELING VILLAGE HALL**

**2 COMMUNITY BOULEVARD, WHEELING, ILLINOIS**

**VILLAGE PRESIDENT DEAN S. ARGIRIS PRESIDING**

**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:**

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL FOR ATTENDANCE**
4. **APPROVAL OF MINUTES** Regular Meeting of October 3, 2016
5. **CHANGES TO THE AGENDA**
6. **PROCLAMATIONS, CONGRATULATORY RESOLUTIONS AND AWARDS**
7. **APPOINTMENTS AND CONFIRMATIONS**
8. **ADMINISTRATION OF OATHS**
9. **CITIZEN CONCERNS AND COMMENTS**
10. **STAFF REPORTS**
11. **CONSENT AGENDA** - All items listed on the Consent Agenda are considered to be routine by the Village Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board member or citizen so requests, in which event the item will be removed from the general order of business and considered after all other Agenda items.
  - A. [Resolution Authorizing the Village Manager to Execute a Settlement Agreement and Mutual Release Relating to the case of \*Coffie v. Village of Wheeling\* 2013 CV 7228](#)
  - B. [Ordinance Amending Chapter 4.32 of the Village of Wheeling's Municipal Code, "ALCOHOLIC LIQUOR DEALERS," Specifically Section 4.32.085](#)
12. **OLD BUSINESS**

**13. NEW BUSINESS All Listed Items for discussion and Possible Action**

- A. [Resolution Authorizing the Adoption of Revisions to the Personnel Policy Manual for the Village of Wheeling](#)
- B. [Resolution Authorizing the Village President and Clerk to Execute a Grant Agreement with AgeOptions for the Provision of Congregate Meals at the Wheeling Pavilion Senior Center](#)
- C. [Ordinance Amending the Village of Wheeling Annual Budget for the Fiscal Year Beginning January 1, 2016 and Ending December 31, 2016](#)
- D. [Ordinance Granting Preliminary Planned Unit Development, Special Use-Site Plan and Building Appearance Approval for a Retail Planned Unit Development \(430 W. Dundee Road\)](#)
- E. [Three \(3\) Ordinances Re: Property in the Possession of the Wheeling Police Department](#)
  - 1. **Ordinance** Authorizing the Donation of Unclaimed Bicycles Possessed by the Wheeling Police Department
  - 2. **Ordinance** Authorizing the Sale by the Illinois State Police of a Forfeited Vehicle Awarded to the Wheeling Police Department by the Cook County State’s Attorney
  - 3. **Ordinance** Authorizing the Sale by the Illinois State Police of a Forfeited Vehicle Awarded to the Wheeling Police Department by the Lake County State’s Attorney

**14. OFFICIAL COMMUNICATIONS**

**15. APPROVAL OF BILLS** October 13, 2016 – November 2, 2016

**16. EXECUTIVE SESSION**

**17. ACTION ON EXECUTIVE SESSION ITEMS, IF REQUIRED**

**18. ADJOURNMENT**

**VILLAGE OF WHEELING  
LEGISLATIVE COVER MEMORANDUM**

**AGENDA ITEM NO(S):** 11.A  
(To be inserted by Deputy Clerk)

**DATE OF BOARD MEETING:** November 7, 2016

**TITLE OF ITEM SUBMITTED:** A Resolution Authorizing the Village President to Execute a Settlement Agreement and Mutual Release Relating to the case of *Coffie v. Village of Wheeling et al.*

**SUBMITTED BY:** James V. Ferolo, Klein, Thorpe & Jenkins, Ltd.

**BASIC DESCRIPTION OF ITEM:** The attached Resolution authorizes the execution of a Settlement Agreement and Mutual Release for the purpose of resolving a lawsuit in the case of *Coffie v. Village of Wheeling*, involving a claimed injury to a student plaintiff at Wheeling High School on October 11, 2012. The total settlement is \$55,000, \$25,000 of which will be paid by the Village and \$30,000 paid by the insurance company. The plaintiff claims she suffered injuries when the officer took her to the ground while breaking up a fight involving multiple students. The settlement is not an admission of liability but the compromise of a disputed claim that the Village was prepared to defend at trial based on the reasonableness of the officer's actions.

**EXHIBIT(S) ATTACHED:** Resolution and Settlement Agreement

**RECOMMENDATION:** Approval

**SUBMITTED FOR BOARD APPROVAL:** Village Manager

**RESOLUTION NO. 16-\_\_\_\_\_**  
**RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A**  
**SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

**WHEREAS**, the VILLAGE OF WHEELING, Lake and Cook Counties, Illinois (the "Village") is a home rule municipality, pursuant to Article 7, Section 6 of the Illinois Constitution of 1970; and

**WHEREAS**, Plaintiff, Kaliyah Coffie ("Plaintiff"), filed an action entitled *Kaliyah Coffie v. Village of Wheeling, et al.*, Case Number 2013 CV 7228 (the "Lawsuit"), in the United States District Court for the Northern District of Illinois; and

**WHEREAS**, Plaintiff's alleged cause of action arises out of an incident occurring on October 11, 2012 at Wheeling High School with a Wheeling Police Officer; and

**WHEREAS**, the Village Board, without any admission of liability, deems that it is in the Village's best interest to amicably resolve any and all disputes, claims, actions or causes of action related to the Lawsuit.

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

The Village Manager is authorized to execute the "Settlement Agreement And Mutual Release" (the "Agreement") in substantial conformity with the Agreement attached hereto as **EXHIBIT A**.

Trustee \_\_\_\_\_ moved, seconded by Trustee \_\_\_\_\_ that Resolution No. 16-\_\_\_\_\_ be adopted.

President Argiris _____	Trustee _____	Papantos _____
Trustee Brady _____	Trustee _____	Vito _____
Trustee Krueger _____	Trustee _____	Vogel _____
Trustee Lang _____		

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Dean S. Argiris, Village President

ATTEST:

\_\_\_\_\_  
Elaine E. Simpson, Village Clerk

**EXHIBIT A**  
**SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

KALIYAH COFFIE,	)	
	)	
Plaintiff,	)	
v.	)	Case No. 13 CV 7228
	)	
WHEELING POLICE OFFICER	)	Honorable Judge Gary Feinerman
SHERMAN (Star #155), THE VILLAGE	)	
OF WHEELING, TOWNSHIP HIGH	)	
SCHOOL DISTRICT 214, RAMONE	)	
WILLIAMS, and DERRICK	)	
WILLIAMSON,	)	
Defendants.	)	

**SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

This Settlement Agreement (hereinafter the “Agreement”) is made and entered into this 18th day of October, 2016, by and between the following parties: Kaliyah Coffie (“Plaintiff”), Wheeling Police Officer Sherman (“Officer Sherman”) and the Village of Wheeling (“Village”) (Officer Sherman and the Village are collectively referred to as the “Village Defendants”).

**PREAMBLE**

**WHEREAS**, Plaintiff has filed the above-captioned Amended Complaint against Officer Sherman and the Village in the United States District Court for the Northern District of Illinois Eastern Division (hereinafter the “Lawsuit”); and

**WHEREAS**, Plaintiff asserts various claims against the Village Defendants set forth more particularly in the pleadings in the Lawsuit, which claims the Village Defendants have denied and continue to deny;

**WHEREAS**, it is now the desire of Plaintiff and Village Defendants to fully and finally resolve and settle the Lawsuit, and any and all other claims or matters which may exist or arguably existed between them, as of the date of this Agreement, and enter into a full and final compromise, settlement and mutual release.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged:

1. Incorporation of the Preamble. Each of the introductory statements contained in the preamble hereto are incorporated into Section 1 of this Agreement as material terms and provisions agreed to by Plaintiff and Village Defendants.

2. Compromise and Settlement. This Agreement constitutes the compromise and settlement of disputed claims that is made solely to avoid further costs of litigation. Nothing contained herein, nor any actions taken by Plaintiff or Village Defendants in connection herewith, shall constitute, be construed as or be deemed to be, an admission of fault, liability or wrongdoing whatsoever on the part of any party.

3. Settlement of All Claims. Plaintiff and Village Defendants intend this Agreement to be a complete and total resolution and settlement of any and all claims of any kind, whether asserted or not asserted, known or unknown, that Plaintiff may have against Village Defendants up to the date of this Agreement.

4. Dismissal of the Lawsuit. Plaintiff shall dismiss with prejudice the claims in the Lawsuit asserted against the Village Defendants in their entirety in exchange for payment of the settlement funds referenced in this Agreement.

5. Payment and Additional Consideration to Plaintiff. In return for Plaintiff's dismissal of all her claims and her Lawsuit against Village Defendants in their entirety and with prejudice, the Village of Wheeling agrees to pay the Plaintiff the sum of **Fifty Five Thousand and No/100 Dollars (\$55,000), inclusive of all attorneys' fees and costs.** The Plaintiff is responsible for paying her own attorneys' fees and costs.

6. Plaintiff's Responsibility for Liens. Except as otherwise provided in this Agreement, Plaintiff agrees to assume responsibility for all outstanding liens of any kind, those known and unknown, including but not limited to medical liens and attorney liens, from the proceeds of this settlement. In the event that any liens are enforced which have been served upon Plaintiff, Plaintiff agrees to hold harmless Officer Sherman and the Village, and its trustees, officials, officers, administrators, employees, directors, agents, successors, executors, legal and/or personal representatives of any kind, insurers, and assigns for all said liens. Plaintiff also agrees to defend Village Defendants against the enforcement of said liens and to assume all costs, expenses, and attorneys' fees related to said defense.

7. General Release and Covenant Not To Sue. Plaintiff, on behalf of herself and her heirs, executors, administrators, successors and assigns, for and in consideration of the payment

set forth herein, irrevocably and unconditionally releases and forever discharges and acquits Officer Sherman and the Village, its trustees, officials officers, administrators, employees, directors, agents, successors, executors, legal and/or personal representatives of any kind, insurers, and assigns from any and all claims, charges, liabilities, debts, demands, grievances and causes of action of whatsoever kind up to the date of this Agreement, whether at law or in equity, whether accrued, contingent or inchoate, and whether known or unknown, suspected or unsuspected, or otherwise which Plaintiff has, had or may have up to the date of this Agreement against Officer Sherman or the Village, its trustees, officials, officers, administrators, employees, directors, agents, successors, executors, legal and/or personal representatives of any kind, insurers, and assigns arising from or relating to acts or omissions of any kind through the date of this Agreement, or involving the future or continuing effects of any acts or omissions of any kind which occurred through the date of this Agreement.

The claims released and waived by this Agreement include, but are not limited to, claims relating to or arising out of the allegations and claims set forth in the pleadings in the Lawsuit, specifically claims for excessive force, assault and battery, and money damages or other claims up to the date of this Agreement under any federal, state or local constitution, statute, regulation, order, common law or other authority having the force of law.

Plaintiff acknowledges and agrees that the nature, materiality, extent and results of the claims compromised and released by this Agreement may not now all be known or anticipated by her. However, it is the intention of the parties hereto that this Agreement shall be effective as a bar to each and every claim, charge, liability, and/or cause of action of any kind up to the date of this Agreement that the Plaintiff may have against Officer Sherman or the Village, its trustees, officials, officers, administrators, employees, directors, agents, successors, executors, legal and/or personal representatives of any kind, insurers, and assigns. Plaintiff further acknowledges and agrees that she may hereafter discover facts different from or in addition to those now known, suspected or believed to be true with respect to such claims, demands or causes of action and agrees that this release will be and remain effective in all respects notwithstanding any such differences or additional facts.

Plaintiff further covenants and agrees not to sue, to file a charge, to make a claim or demand, to commence or maintain, or assist or otherwise participate (except, as required by law, to give testimony), in any action or proceeding of any kind that would be precluded by the

release of claims, charges, liabilities, and/or causes of action herein, in any court, before any government agency or in any other forum or to accept any money, benefit, or other relief from any proceeding, which would be precluded by this release, whether brought directly by them or brought by any other person, agency or entity which would provide relief or benefit to Plaintiff and agrees to indemnify the Village Defendants against all liability, costs and expenses and attorneys' fees in the event Plaintiff breaches this release and covenant not to sue.

8. No Attorneys' Fees. Plaintiff waives her right, if any, to collect attorneys' fees incurred in this litigation from the Village Defendants. The Village will pay all litigation related expenses incurred by Village Defendants, and the Village waives its right, if any, to collect attorneys' fees and costs incurred in this litigation from the Plaintiff. Plaintiff and Village Defendants will each bear their own respective legal fees and expenses incurred by each of them, in the negotiation and preparation of this Agreement.

9. Choice of Law; Savings Provision. This Agreement will be governed by Illinois law without regard to the choice of law provisions thereof. If any provisions of this Agreement shall be invalidated or refused enforcement by any court of competent jurisdiction, the provisions not invalidated or refused enforcement shall remain in full force and effect.

10. Entire Agreement. This Agreement represents the entire agreement between Plaintiff and Village with respect to the matters set forth herein and supersedes all prior agreements or understandings, if any, between the parties. Plaintiff acknowledges that except for the explicit provisions of this Agreement, no promises or representations of any kind have been made to them by Village or his attorneys, to induce them to enter into this Agreement. No modification of this Agreement can be made except in writing and signed by Plaintiff and a representative of Village.

11. For Settlement Only. This Agreement is entered into for settlement purposes only and represents the compromise of disputed claims, actual or potential, which Plaintiff has or may believe she has up to the date of this Agreement. Neither this Agreement, the decision to enter into this Agreement, nor anything done pursuant to this Agreement, shall be construed to be an admission or evidence of any wrongdoing or liability by Plaintiff or Village Defendants, such wrongdoing and liability being expressly denied. Nor will this Agreement, its existence or its terms, be admissible in any proceeding other than a proceeding to enforce the terms of this Agreement.

12. Representations and Warranties By All Parties. All of the parties represent and warrant as to himself, herself or itself that: (a) he, she or it has the capacity, full power and authority to enter into this Agreement; (b) the individual signing on behalf of the Village of Wheeling is authorized to do so; (c) he, she or it has not assigned, encumbered or in any manner transferred all or any portion of the claims covered by this Agreement; (d) there are not other charges, complaints, suits, arbitrations or other claims or proceedings pending between the parties in any court, before any agency, or in any forum; and (e) no other person or party has any right, title or interest in any of the claims covered by this Agreement.

13. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Plaintiff and Village Defendants and their respective personal representatives, agents, insurers, attorneys, executors, administrators, heirs, successors and assigns.

14. Knowing and Voluntary Signing of Binding Contract. Plaintiff represents and warrants that she has read this Agreement and understands all of its terms and executes this Agreement voluntarily and without duress or undue influence, and with full knowledge of its significance, intending to be legally bound. Plaintiff acknowledges that by signing this Agreement, she is GIVING UP ALL CLAIMS AGAINST ALL VILLAGE DEFENDANTS THAT MAY EXIST UP TO THE DATE OF THIS AGREEMENT.

15. Opportunity To Consult Advisors. Plaintiff and Village Defendants have had reasonable opportunity to consult with attorneys or other advisors of their own choosing before executing this Agreement.

16. Counterparts. This Agreement may be executed in counterparts, each of which may be signed separately and may be enforceable as an original, but all of which together shall constitute but one (1) agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by affixing their signatures and the date of execution where indicated below.

**KALIYAH COFFIE**



Dated: 10/18/2016

**OFFICER ADAM SHERMAN**



Dated: \_\_\_\_\_

**VILLAGE OF WHEELING**

\_\_\_\_\_  
By: Village Manager

Dated: \_\_\_\_\_

**VILLAGE OF WHEELING  
LEGISLATIVE COVER MEMORANDUM**

**AGENDA ITEM NO(S):** 11.B  
*(To be inserted by Deputy Clerk)*

**DATE OF BOARD MEETING:** November 7, 2016

**TITLE OF ITEM SUBMITTED:** Ordinance Amending Chapter 4.32 of the Village of Wheeling’s Municipal Code, “ALCOHOLIC LIQUOR DEALERS,” Specifically Section 4.32.085

**SUBMITTED BY:** Jon A. Sfondilis, Village Manager

**BASIC DESCRIPTION OF ITEM<sup>1</sup>:** Amends the Municipal Code to change the permitted number of liquor licenses in order to reflect the purchase of Deka Restaurant (which held a Class A-V license) by Siri Restaurant LLC (which has applied for a Class A license).

**BUDGET<sup>2</sup>:** N/A

**BIDDING<sup>3</sup>:** N/A

**EXHIBIT(S) ATTACHED:** Memorandum, Ordinance

**RECOMMENDATION:** Approval ( if the Liquor Control Commission approves Siri Restaurant LLC’s request for a Class A liquor license).

**SUBMITTED FOR BOARD CONSIDERATION:** VILLAGE MANAGER

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<sup>1</sup> *The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.*

<sup>2</sup> *If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).*

<sup>3</sup> *If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered*



**MEMORANDUM**

**TO:** Jon A. Sfondilis, Village Manager  
**FROM:** Martin Seay, Executive Secretary  
**DATE:** November 3, 2016  
**RE:** Ordinance updating the number of Class A and Class A-V liquor licenses

**EXECUTIVE SUMMARY**

On November 7, the Liquor Control Commission will be asked to consider granting a Class A liquor license to Siri Restaurant LLC, the new owner of Deka Restaurant; prior to being sold, Deka held a Class A-V liquor license. If the Commission approves the request, the Board of Trustees will be asked to approve the attached ordinance, which amends the municipal code to increase the number of authorized Class A liquor licenses from 14 to 15 and decrease the number of authorized Class A-V licenses from three to two.

Please note that if the Commission does NOT grant Siri the requested license, then staff recommends that this ordinance be tabled or voted down.

Siri Restaurant LLC has recently purchased Deka Restaurant, an existing restaurant in Riverside Plaza. The restaurant's new owners plan to make several changes to the business, most obviously regarding its trade name (which will be Siri rather than Deka) and the cuisine it offers (Indian rather than French/Russian). These changes extend to video gaming, which will not be authorized at the new business. (Deka's Class A-V liquor license allowed video gaming on their premises, although Deka's owners had opted to let their Village video gaming license lapse, and had removed video gaming terminals from the premises prior to selling the business to Siri.) Therefore, although the total number of liquor-licensed establishment in Wheeling will not change as a result of the purchase of Deka by Siri, the Village Board will need to decrease the number of Class A-V licenses and increase the number of Class A licenses by one respectively to reflect this change in operations.

With the approval of this ordinance, the total number of liquor-licensed establishment of all types in the Village would remain 50 (see attached). The number of establishments in the Village with liquor licenses that authorize video gaming will decrease by one, from 13 to 12.

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

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

**AN ORDINANCE AMENDING CHAPTER 4.32 OF THE VILLAGE OF WHEELING'S  
MUNICIPAL CODE, "ALCOHOLIC LIQUOR DEALERS,"  
SPECIFICALLY SECTION 4.32.085**

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

**WHEREAS**, the Village has determined it is necessary and desirable to increase the number of Class A licenses from fourteen (14) to fifteen (15) and to decrease the number of Class A-V licenses from three (3) to two (2); and

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

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

**Section A**

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

4.32.085 Authorization of licenses.

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

TABLE INSET:

Class A	<del>14</del> <b>15</b>
Class A-V	<del>3</del> <b>2</b>
Class A-1	1
Class A-1-V	0
Class B	3
Class B-V	2
Class B-1	1
Class B-1-V	2
Class C	2
Class C-V	2

Class D	4
Class D-1	0
Class D-2	6
Class D-3	1
Class D-4	8
Class E	1
Class E-V	1
Class F	0
Class G	0
Class H	1 (Provided that additional licenses for the same Class H premises may be issued without limitation.)
Class I	Unlimited
Class J	1
Class K	Unlimited
Class L	Unlimited
Class M	1
Class M-1	0
Class N	0
Class N-V	3 Maximum
Class O	1

Any licensee holding a valid Class B or Class C license shall have the privilege of upgrading such license to either a Class A or a Class B status.

If the licensee in the premises meets approval of any such upgrading of a license, the license shall be designated as an A-B or B-C license, as the case may be, and shall entitle the licensee to all of the privileges of the higher-class license at the premises subject thereto. Such upgrading shall require the payment of any higher fee required for the issuance of the higher class license for each year in which the upgraded licenses shall be classified in the original class under which it was initially issued.

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

### **Section B**

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

### **Section C**

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

**Section D**

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

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

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

President Argiris \_\_\_\_\_ Trustee Brady \_\_\_\_\_

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

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

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

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Dean  
Village  
ATTEST:

\_\_\_\_\_  
S. Argiris  
President

\_\_\_\_\_  
Elaine E. Simpson  
Village Clerk

APPROVED AS TO FORM:

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

Published in pamphlet form on this \_\_\_\_\_ day of \_\_\_\_\_ 2016 by order of the  
Corporate Authorities of the Village of Wheeling.

## Current Wheeling Liquor Licenses

November 7, 2016

A-1 Liquors	D	50 N. Wolf Road
Andy's Dam Inn	B-V	1000 S. Milwaukee Avenue
Arturo's Mexican Grill	A	34 N. Elmhurst Road
B&L Liquors & PS Pub	C-V	767 W. Dundee Road
• B&L Liquors & PS Pub	D-4	767 W. Dundee Road
Benihana	A	150 N. Milwaukee Avenue
Bob Chinn's Crab House	A	393 S. Milwaukee Avenue
• Bob Chinn's Crab House	D-4	393 S. Milwaukee Avenue
Buca Di Beppo	A	604 N. Milwaukee Avenue
Carnicerias Jimenez	D-3	550 W. Dundee Road
Chipotle Mexican Grill	B	1572 W. Lake Cook
Cooper's Hawk	A	583 N. Milwaukee Avenue
• Cooper's Hawk	D-4	583 N. Milwaukee Avenue
D'Agostino's Pizzeria	A-V	241 S. Milwaukee Avenue
• D'Agostino's Pizzeria	D-4	241 S. Milwaukee Avenue
Deka Restaurant*	A-V	401 E. Dundee Road
El Burrito Bronco	B-1	733 W. Dundee Road
Golden Chef	A	600 S. Milwaukee Avenue
Jazz Café, Inc.	A	250-252 McHenry Rd.
Jeffrey Lanes	C-V	125 N. Wolf Road
• Jeffrey Lanes	D-4	125 N. Wolf Road
Joe's Pizzeria	B-1-V	57 N. Wolf Road
Kilcoyne's Redwood Inn	B-V	342 N. Milwaukee Avenue
Kolssak Funeral Home	J	189 S Milwaukee Avenue
Krystyna's Market	D-2	835 W. Dundee Road
Las Islas Marias	B	784 W. Dundee Road
Liquor Barn	D	267-283 E. Dundee Rd.
Liquor Island	D	1750 W. Hintz Road
Market Square	A-V	600 W. Dundee Road
Mom & Dad Pantry	D-2	11 W. Dundee Road
Old Munich Inn	C	582 N. Milwaukee Avenue
Louie's Boston Fish Market**	A	412 N. Milwaukee Avenue
Phillip Carpenter Post 66 Amvets	E-V	700 N. McHenry Road
The Ram Restaurant & Brewery	A	700 N. Milwaukee Avenue
• The Ram Restaurant & Brewery	D-4	700 N. Milwaukee Avenue
Sam's Club Store #8198	D-2	1055 McHenry Road
Saranello's	A	601 N. Milwaukee Avenue Ste B
• Saranello's	D-4	601 N. Milwaukee Avenue Ste B
Saranello's Banquets	M	601 N. Milwaukee Avenue Ste C
Spears Bourbon, Burgers & Beer	A	723 N. Milwaukee Avenue
St. Joseph the Worker	E	181 W. Dundee Road
Stella's Place -Lynn Plaza	N-V	534A W. Dundee Road
Stella's Place -Fresh Farms	N-V	255 E. Dundee Road
Stella's Place -Lexington Commons	N-V	1081 Lake Cook Road
Sushi Gallery	B	73 S. Milwaukee Avenue
Taqueria Alamo	C	56 & 58 N. Wolf Road

TGI Friday's	A	1500 Lake Cook Road
Tuscany	A	550 S. Milwaukee Avenue
• Tuscany	D-4	550 S. Milwaukee Avenue
Twin Peaks	A	781 N. Milwaukee Avenue
Walgreens Store #04941	D-2	10 N. Milwaukee Avenue
Walgreens Store #05609	D-2	1199 W. Dundee Road
Walmart Store #1735	D-2	1455 Lake Cook Road
Wa-Pa-Ghetti's	B-1-V	208 McHenry Road
The Westin Chicago North Shore Hotel	H	601 N. Milwaukee Avenue
Wheeling Liquors	D	890 S. Milwaukee Avenue
The Wheeling Park District	O	333 W. Dundee Road
XO Restaurant	A-1	1057 Lake Cook Road

\* Closed pending conversion to Siri Restaurant.

\*\* Not yet open; issuance of liquor license pending special use approval.

**VILLAGE OF WHEELING  
LEGISLATIVE COVER MEMORANDUM**

**AGENDA ITEM NO(S):** 13.A  
*(To be inserted by Deputy Clerk)*

**DATE OF BOARD MEETING:** November 7, 2016

**TITLE OF ITEM SUBMITTED:** Resolution Authorizing the Adoption of Revisions to the Personnel Policy Manual for the Village of Wheeling

**SUBMITTED BY:** Michael A. Crotty, Assistant Village Manager / Director of Human Resources

**DESCRIPTION OF ITEM<sup>1</sup>:** Adoption of revisions to Personnel Policy Manual that reflect new State of Illinois law concerning child bereavement leave.

**BUDGET<sup>2</sup>:**

**BIDDING<sup>3</sup>:**

**EXHIBIT(S) ATTACHED:** Resolution, Memorandum and Red-lined Section of Personnel Policy Manual

**RECOMMENDATION:** Approval

**SUBMITTED FOR BOARD CONSIDERATION:** VILLAGE MANAGER

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<sup>1</sup> *The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.*

<sup>2</sup> *If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).*

<sup>3</sup> *If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered*



**MEMORANDUM**

**TO:** Village President and Board of Trustees  
**FROM:** Michael A. Crotty, Assistant Village Manager / Director of Human Resources  
**DATE:** November 3, 2016  
**SUBJECT:** Personnel Policy Manual Revisions – Child Bereavement Leave

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**EXECUTIVE SUMMARY**

Staff is recommending that the Personnel Policy Manual be revised to provide for a new child bereavement leave benefit, consistent with recently enacted State of Illinois law.

Recently, the Illinois General Assembly passed Public Act 99-0703, which expands employee leave rights with respect to the bereavement of a child. Specifically, the law requires that the employer allow up to two weeks (ten working days) of unpaid leave to attend the funeral (or alternative to a funeral) of the employee’s child, make arrangements necessitated by the death of the employee’s child, and/or grieve the death of the employee’s child. While the state law does not require the leave to be paid, the employee may choose to use available paid leave at his or her option. The Village already provides three paid bereavement leave days, of which we would anticipate any employee would make use. Whether the remaining leave is unpaid or taken from the employee’s available accrued but unused leave balances would be up to the employee. Finally, the law does not create a right to additional leave beyond that available under the Family and Medical Leave Act (FMLA).

The attached amendments keep the Village’s personnel policies consistent with state law, and staff recommends that the resolution concerning the amendments be adopted.

/mac  
attachment

**RESOLUTION NO. 16-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE  
ADOPTION OF REVISIONS TO THE PERSONNEL POLICY  
MANUAL FOR THE VILLAGE OF WHEELING**

**WHEREAS**, the Village President and Board of Trustees adopted Resolution No. 85-177 on December 16, 1985, adopting a Personnel Policy Manual for the Village of Wheeling; and

**WHEREAS**, the Village President and Board of Trustees subsequently adopted comprehensive revisions and amendments to the Personnel Policy Manual on June 11, 2007 and again on April 6, 2009; and

**WHEREAS**, the Village desires to amend certain sections of the Personnel Policy Manual pertaining to child bereavement leave; and

**WHEREAS**, the President and Board of Trustees have determined that it is necessary and in the best interests of the Village of Wheeling to update and revise its Personnel Policy Manual.

**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 of Wheeling Personnel Policy Manual be revised as set forth in the accompanying documents attached hereto and made a part hereof.

**BE IT FURTHER RESOLVED** that the revised Personnel Policy Manual be effective immediately for all employees except as otherwise stated therein.

Trustee \_\_\_\_\_ moved, seconded by Trustee \_\_\_\_\_

that Resolution No. 16-\_\_\_\_\_ be adopted.

President Argiris \_\_\_\_\_ Trustee Papantos \_\_\_\_\_

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

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

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

ADOPTED this \_\_\_\_\_ day of November, 2016, by the President and Board of Trustees of the Village of Wheeling, Illinois.

\_\_\_\_\_  
Dean  
ATTEST:

\_\_\_\_\_  
S. Argiris, Village President

\_\_\_\_\_  
Elaine E. Simpson, Village Clerk

(i.e. divorce proceedings, custody suits, inheritance suits, bankruptcy, traffic violations, criminal suits, etc.) will not be compensated in any manner for the time spent in court.

9.135 Bereavement Leave

a) General:

Absence with pay not to exceed three (3) work days will be granted to a regular employee for the death of his or her husband, wife, child, children's spouses, mother or father. Absence with pay not to exceed two (2) work days will be granted to a regular employee for the death of his or her sister, brother, sister or brother-in-law, mother or father-in-law, and grandparents or grandchildren of either employee or spouse. Employees who wish to attend a funeral for other than the persons mentioned above may take vacation leave, if available, for this purpose.

b) Child Bereavement Leave:

Notwithstanding the preceding paragraph, an employee who is otherwise eligible to take leave under the federal Family and Medical Leave Act (FMLA) as described in Section 9.131, may utilize up to two weeks (ten working days) of unpaid child bereavement leave to:

1. attend the funeral or an alternative to the funeral of a child;
2. make arrangements necessitated by the death of a child; or
3. grieve the death of a child.

The employee must complete the bereavement leave within sixty (60) days of receiving notice of the death of a child, and, where reasonable and practicable, provide at least forty-eight (48) hours' notice of his intention to take bereavement leave. In addition to the paid bereavement leave identified in Section 9.135a, the employee may substitute accrued vacation or personal paid leave for this bereavement period.

Child Bereavement Leave shall count against the employee's leave available under the FMLA. {Revised November 7, 2016}

The Personnel Director may require verification of the funeral and the employee's relationship to the deceased.

9.136 Paid Administrative Sick Leave

A regular, full-time employee who has been employed by the Village for four (4) or more continuous years, who is unable to perform the duties of his position due to a non-service connected injury or illness, and who is deemed to be rehabilitative within one (1) year from the first date of absence due to the injury or

**VILLAGE OF WHEELING  
LEGISLATIVE COVER MEMORANDUM**

**AGENDA ITEM NO(S):** 13.B  
*(To be inserted by Deputy Clerk)*

**DATE OF BOARD MEETING:** November 7, 2016

**TITLE OF ITEM SUBMITTED:** Resolution Authorizing the Village President to Execute a Grant Agreement Regarding Congregate Meals at the Wheeling Pavilion Senior Center

**SUBMITTED BY:** Shari Matthews Huizlar, Director of Human Services

**BASIC DESCRIPTION OF ITEM<sup>1</sup>:** Accepts a grant provided by AgeOptions funding Lunch at Pavilion, the Village's Congregate Dining program for seniors. The grant funding will support a part-time Site Supervisor, and in conjunction with program income will support the catering service provided by Hoffman House.

**BUDGET<sup>2</sup>:** The funds used to pay for the food service and the Site Supervisor will be made up of contracted reimbursement from AgeOptions through the Congregate Dining program as well as contributions made by program participants.

**EXHIBIT(S) ATTACHED:** Staff Memo, Resolution, Notification of Grant Award from AgeOptions, and Conditions of Award from AgeOptions.

**RECOMMENDATION:** Approval

**SUBMITTED FOR BOARD APPROVAL:** \_\_\_\_\_ **VILLAGE** \_\_\_\_\_ **MANAGER**

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<sup>1</sup> The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.

<sup>2</sup> If applicable, provide all budgetary considerations as follows: is the item covered in the current budget, fund(s), the item is to be changed to, expenses per fund(s) and total cost, and necessary transfer(s) or supplemental appropriation(s).



## MEMORANDUM

**TO:** Jon A. Sfondilis, Village Manager

**FROM:** Shari Matthews Huizar, Director of Human Services

**DATE:** November 7, 2016

**SUBJECT:** Resolution authorizing the Village President to execute a grant agreement regarding congregate meals at the Wheeling Pavilion Senior Center

### EXECUTIVE SUMMARY

The Department of Human Services is requesting the acceptance of the FFY 2017 grant from AgeOptions for the continuation of the Wheeling Pavilion Senior Center Congregate Dining Program. The grant amount has increased from \$41,568 to \$42,815 with the expectation of serving 7,530 meals.

The Congregate Dining “Lunch at Pavilion” program is funded by AgeOptions and provides congregate dining services through a three- to four-year grant cycle; Federal Fiscal Year 2017 is year two of that cycle. The Lunch at Pavilion program provides nutritionally-balanced meals for older adults Monday through Friday throughout the year. There is no charge for these meals, but participants are asked to contribute to the program through anonymous and confidential contributions. The suggested contribution for each meal is \$4. The program has implemented a punch-card system whereby participants “purchase” punch cards for \$3 per meal, allowing the program to better anticipate program income which is used to offset the costs of the meals based on the grant award. No participant is turned away, and several of the participants contribute partially to the cost of the meals. The program receives an average donation of \$2 per meal.

All funds collected through this process can only be used for the meal program, including contributions towards improvements to the Senior Center facilities for equipment needed for meal service. The program funds currently collected are used to offset the cost of the meals and the cost of programming.

The Congregate Dining program, Lunch at Pavilion, began in 2009 with a start-up grant from AgeOptions with American Recovery & Reinvestment Act funds made available at that time. The program has grown steadily. At the beginning of the program an average of 10–12 seniors per day participated, and the lunches were served on Mondays, Wednesdays, and Fridays. Currently, the program is averaging 30–40 participants per day, and has expanded since May 2015 to offer meal service five days per week. Lunch at Pavilion has served approximately 5,300 meals during the 2015 grant year. The Village has recently approved a catering contract with Hoffman House to provide food for the meals. The Senior Center also continues to offer programs and entertainment following the meals, which has also helped to maintain participation.

**RESOLUTION NO. 16 - \_\_\_\_\_**

**RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO EXECUTE A GRANT AGREEMENT REGARDING CONGREGATE MEALS AT THE WHEELING PAVILION SENIOR CENTER**

**WHEREAS**, the Village of Wheeling, Lake and Cook Counties, Illinois, is a home rule community, pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and

**WHEREAS**, pursuant to Article 7, Section 6 of the Illinois Constitution, the Village of Wheeling is authorized to accept grants and appoint employees to carry out its programs, and is doing so pursuant to this Resolution; and

**WHEREAS**, the Village has determined that it is in the best interests of its residents to accept a grant for the provision of congregate meals at the Wheeling Pavilion Senior Center; and

**WHEREAS**, the Village has determined that it is in the best interests of its residents to continue the support of a part-time employee to assist with the planning and execution of this grant program; and

**WHEREAS**, the Village President and Board of Trustees have determined that the Village and the health, safety, and welfare of its residents would be well-served by the acceptance of the grant and the continuation of a part-time employee.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS**, that the Village President and Clerk are hereby authorized and directed to execute a grant agreement regarding the provision of congregate meals at the Wheeling Pavilion Senior Center and to continue the support for a part-time employee therewith within Wheeling, Illinois.

Trustee \_\_\_\_\_ moved, seconded by Trustee \_\_\_\_\_

that Resolution No. **16** - \_\_\_\_\_ is adopted.

President Argiris \_\_\_\_\_ Trustee Papantos \_\_\_\_\_

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

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

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

**Adopted** this \_\_\_\_\_ day of November, 2016 by the President and Board of Trustees of the Village of Wheeling, Illinois, pursuant to a roll call vote as set forth above.

**Approved** by me this \_\_\_\_\_ day of November, 2016.

\_\_\_\_\_

Dean S. Argiris  
Village President

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Elaine E. Simpson  
Village Clerk

**Notification of Grant Award Cover Page**

The Area Agency on Aging of Suburban Cook County, since 1974

1048 Lake Street, Suite 300  
Oak Park, Illinois 60301-1102

phone (800)699-9043  
(708)383-0258

fax (708)524-0870  
TTY (708)524-1653

[www.ageoptions.org](http://www.ageoptions.org)

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In addition to the conditions stated in this FY 2017 Conditions of Award document, the Grantee acknowledges, where applicable, receipt of the following documents from Grantor and agrees to comply and abide by the requirements and policies set forth:

- Grantor Service Definitions and Standards
  - FY 2014-16 RFP Service Definitions and Standards (for Titles B, D, E, ombudsman and Title VII Elder Abuse)
  - FY 2016 -2019 Definitions and Standards (for Title III-C)
- Grantor Request for Proposals
  - FY 2014-16 Request for Proposal (for Titles B, D, E, ombudsman and Title VII Elder Abuse)
  - FY 2016-19 Nutrition Request for Proposal (for Title III-C)
- Requirements for Recipients of Title III Older Americans Act Funds (All Title III)
- Grantee's work plan as submitted to Grantor in the form of the Grantee's application for funding (All Title III)
- Assurances
  - FY 2014 Grantor Grant/Contract Assurances ((for Titles B, D, E, ombudsman and Title VII Elder Abuse)
  - FY 2016 Grantor Grant/Contract Assurances (for Title III-C)
  
- FY 2017 Conditions of Award (All Title III)
- Grantee's work plan as submitted to Grantor in the form of the Grantee's application for funding (All Title III)
- Assurances

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Typed or Printed Name of Organization

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Signature of Organization's Authorized Representative

*Conditions of Award follow on Page 3*

## **FY 2017 CONDITIONS OF AWARD**

Grantor (Grantor) with its office at 1048 Lake Street, Suite 300, Oak Park, Illinois and Grantee with its principal office listed on page one; hereby enter into this Grantee Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as "Party."

### **PART ONE – THE UNIFORM TERMS RECITAL**

WHEREAS, it is the intent of the Parties to perform consistent with all articles, Exhibits, and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

From Page One of this Notification of Grant Award (NGA):

- **Term.** This Agreement shall be effective during the "Project Period" listed on page 1, Line 10, unless terminated pursuant to this agreement, Costs may not be incurred until the beginning date of the grant and must be obligated prior to **September 30, 2017**, and disbursed prior to **November 10, 2017**.
- **Grant Funds.** Grant funds shall not exceed #7, "New Obligation Awarded" and #5 "Area Agency Share" on Page 1. The Area Agency Share funds may be any combination of Federal, State (General Revenue Funds) and/or, where appropriate, NSIP (Nutrition Services Incentive Program). In-kind and project income may not replace the obligation for local cash, although local cash may replace in-kind. Final Grantor participation will be based on the closeout report.
- **Net Cost.** The Area Agency (Number 3 under Computation of Grant Award – "New Obligation Awarded") share of the approved net cost #3) is earned ONLY when the approved cost is accrued and the NON-FEDERAL (Number 4) share of the cost has been contributed. Receipt of Grantor Funds (either through advance or reimbursement) does not constitute earning of these funds. Failure to generate agreed matching funds will require reimbursement to Grantor of unmatched Grantor funds received.
- If the actual net cost is less than the amount on Number 3, the non-federal share will be at the percent indicated on Line 9a. In-kind may be up to the amount identified in this award. The cash match must be at the percent identified on Line 9b (Local Cash Share) and the federal/state share will be at the percent identified on Line 9c (Federal/State Share) of the net cost for the project period of this grant.

**ARTICLE 1  
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION**

**1.1 DUNS Number; SAM Registration; Nature of Entity.** Under penalties of perjury, Grantee certifies that the following numbers are correct for the Grantee:

Required number	Insert the following number for the Grantee
Grantee DUNS Number	964959527
Grantee FEIN NUMBER or Social Security Number	36-6006156
Grantee SAM number: <u>65JF7</u>	65JF7
Grantee SAM registration expiration date	08/02/2017

*The Grantee must be registered with the System for Award Management (SAM) and will maintain an active SAM registration with current information at all times during which it has an active Agreement with Grantor.*

Legal Status (please check <input checked="" type="checkbox"/> one):		
Individual	Corporation (including Not for Profit)	Pharmacy/Funeral Home/Cemetery (Corp.)
Sole Proprietor	Medical Corporation	Pharmacy (Non-Corporate.)
Partnership	Limited Liability Company (select applicable tax classification)	Corporation NOT providing or billing
Tax-exempt		
Governmental Unit	<input type="checkbox"/> D = disregarded entity	Other:
Non-Resident Alien	<input type="checkbox"/> C = corporation	
Estate or Trust	<input type="checkbox"/> P = partnership	

**1.2 Amount of Agreement.** Grant Funds shall not exceed the amount listed on Page 1, line 7 “New Obligation Awarded”. Grantee agrees to accept Grantor’s payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

**1.3 Identification Numbers.** The Federal awarding agency is U.S. Department of Health and Human Services/Administration for Community Living and the Federal Award Date is October 1, 2016.

- a. The CFDA (Code of Federal Domestic Assistance) numbers for Grantor funding are:

Title	CFDA#
Title III-B: Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	93.044
Title III-B Ombudsman: Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	93.044
Title III-C: Special Programs for the Aging, Title III, Part C, Nutrition	93.045

Title	CFDA#
Services	
NSIP: Nutrition Services Incentive Program	93.053
Title III-D: Special Programs for the Aging, Title III, Part D, Disease Prevention and Health Promotion Services	93.043
Title III-E: National Family Caregiver Support, Title III, Part E	93.052
Title VII Adult Protective Services: Special Programs for the Aging, Title VII, Chapter 3_Programs for Prevention of Elder Abuse, Neglect, and Exploitation	93.041
Title VII Ombudsman: Special Programs for the Aging, Title VII, Chapter 2_Long Term Care Ombudsman Services for Older Individuals	93.042

b. The CSFA (Code of State Financial Assistance) numbers for Grantor funding are:

Title	CSFA#
Title III-B: Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	402-01-0027
Title III-B Ombudsman: Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	402-01-0027
Title III-C: Special Programs for the Aging, Title III, Part C, Nutrition Services	402-01-0028
NSIP: Nutrition Services Incentive Program	402-01-0031
Title III-D: Special Programs for the Aging, Title III, Part D, Disease Prevention and Health Promotion Services	402-01-0026
Title III-E: National Family Caregiver Support, Title III, Part E	402-01-0030
Title VII Adult Protective Services: Special Programs for the Aging, Title VII, Chapter 3_Programs for Prevention of Elder Abuse, Neglect, and Exploitation	402-01-0024
Title VII Ombudsman: Special Programs for the Aging, Title VII, Chapter 2_Long Term Care Ombudsman Services for Older Individuals	402-01-0025

**1.4 Certification.** Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

**1.5 Acceptance of Grant.**

a. The Grantee certifies, under oath, that all information in the grant agreement is true and correct to the best of the Grantee’s knowledge, information and belief; that the funds shall be used only for the purposes described in the grant agreement; and the award of grant funds is conditioned under such certification. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds. I, the undersigned, under oath, certify that I have read and understand the terms of the **Notification of Grant Award** and that this Agency will abide by them. I further certify that I am authorized to sign for this Agency and that I have not been convicted of bribery or attempting

to bribe an officer or employee of the State of Illinois, nor have I made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5). The Grantee certifies that he is not in default on an educational local as provided in Public Act 85-827. The Grantee certifies that is has not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

- b. This certifies acceptance of the terms of this Grant under **Title III of the Older Americans Act of 1965**, as amended, and in terms and conditions enumerated in the approved Grant application. This further certifies that the accepting agency understands that it must administer the Grant in compliance with all rules and regulations of the U.S. Department of Health and Human Services, as well as those of the Illinois Department on Aging and Grantor.

Grantee Name:

The Village of Wheeling

Grantor

The Village of Wheeling

Grantee

Jonathan Lavin, (Head of Grantor)

Signature of Organization's Authorized Representative

Date of Signature

Date of Signature

Jonathan Lavin, President and CEO

Dean S. Argiris, Village President  
Typed Name and Title of Authorized Representative

*Grantor is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under 20 ILCS 435/5 and 435/5.1. Disclosure of this information is MANDATORY as required by Federal Office of Management and Budget OMB's Uniform Grant Guidance. Failure to comply will result in Federal and/or State funding being withheld.*

*Grantor does not discriminate in admission to programs or treatment of employment in programs or activities in compliance with appropriate State and Federal Statutes. For information, call 1-800-252-8966 (Voice) or 1-888-206-1327 (TTY) or contact the Grantor Civil Rights Coordinator at (708) 383-0258.*

## **ARTICLE 2 REQUIRED REPRESENTATIONS**

### **2.1 Standing and Authority.**

- a. The Grantee certifies it is a properly formed and existing legal entity (30 ILCS 500/1.15.80, 20-43); is duly organized, validly existing and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State and under the laws of the State in which it was incorporated or organized.
- b. Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.
- c. If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.
- d. The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.
- e. This Agreement and all other documents related to this Agreement, including the application and attachments to which Grantee is a party constitute the legal valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

**2.2 Compliance with Internal Revenue Code.** Grantee certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

**2.3. Compliance with Uniform Grant Rules (2 CFR Part 200).** Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

**2.4. Compliance with Registration Requirements.** Grantee and its sub-grantees shall: (i) be registered with the Federal SAM if seeking an Award that is partially or fully paid by Federal funds, and registered with the State equivalent of SAM; (ii) be in good standing with the Illinois Secretary of State; and (iii) have a valid DUNS number. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor.

## **ARTICLE 3 DEFINITIONS**

**3.1 Definitions.** Capitalized words and phrases used in this Agreement have the following meanings:

“2 CFR Part 200” means the Uniform Administrative requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Allocable Costs” means costs allocable to a particular cost objective if the goods or services involved are chartable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overrun or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

“Allowable Costs” has the same meaning as in 44 Ill. Admin Code 7000.20.

“Award” has the same meaning as in 44 Ill. Admin Code 7000.20.

“Budget” has the same meaning as in 44 Ill. Admin Code 7000.20.

“CFDA” or “Catalog of Federal Domestic Assistance” has the same meaning as in 44 Ill. Admin Code 7000.20.

“Close-out Report” means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin Code 7000.20.

“Consolidated Financial Report” means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shows as belonging to a single reporting entity.

“Cost Allocation Plan” has the same meaning as in 44 Ill. Admin Code 7000.20.

“CSFA” or “Catalog of State Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Direct Costs” has the same meaning as in 44 Ill. Admin Code 7000.20.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin Code 7000.20. “DUNS Number” means a unique nine-digit identification number provided by Dun and Bradstreet for each physical location of Grantee’s organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

“FAIN” means the Federal Award Identification Number.

“FFATA” or “Federal Funding Accountability and Transparency Act” has the same meaning as in 31 USC 6101; P.L. 110-252.

“Fixed Rate” has the same meaning as in 44 Ill. Admin. Code 7000.20. “Fixed Rate” is in contrast to fee-for-service, 44 Ill. Admin Code 7000.20.

“GAAP” or “Generally Accepted Accounting Principles” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Grant Funds” has the same meaning as in 30 ILCS 705.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Net Revenue” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Net Revenue” is synonymous with “Profit.”

“Nonprofit Organization” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Notice of Award” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“OMB” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Profit” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Profit is synonymous with “Net Revenue.”

“Program” means the services provided pursuant to this Agreement.

“Program Costs” means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

“Program Income” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Related Parties” has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

“SAM” means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

“State” means the State of Illinois.

“Term” is the grant period.

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

## ARTICLE 4 PAYMENT

**4.1 Availability of Appropriation; Sufficiency of Funds.** This Agreement is contingent upon and subject to the availability of funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source (ii) the Governor or Illinois Department on Aging (IDOA) reserves funds, or (iii) the Governor or Illinois Department on Aging (IDOA) determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated. Obligations of Grantor will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available sufficient funds for this Agreement.

**4.2 Illinois Grant Funds Recovery Act.** Any Grant Funds remaining at the end of the Agreement period which are not expended or legally obligated by Grantee shall be returned to Grantor within forty-five (45) days after the expiration of this Agreement in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 *et. seq.*). In the event of a conflict between the Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

**4.3 Payments to Third Parties.** Grantee agrees to hold harmless Grantor when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith if it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

**4.4 Timely Billing and Reporting Required.** Grantee must submit payment schedule before beginning of fiscal year and Quarterly Service Cost Reports within 15 days after the end of the quarter. **Failure to submit on a timely basis may result in delayed reimbursement.** In the event

that Grantee is unable to submit its payment schedule or Quarterly Service Cost Report timely, Grantee shall notify Grantor and may request an extension of time to submit. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

**4.5 Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash requests are for the purposes and objectives set forth in the terms and conditions of award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)”

## **ARTICLE 5 SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT**

**5.1 Scope of Grant Activities/Purpose of Grant.** Grantee will conduct the Grant Activities or provide the services as described in the approved grant application goals for expenditures, service units, and clients that will be served during and throughout the Fiscal Year,

The Grantee agrees to comply with all requirements of the Older Americans Act of 1965 as amended, and regulations and program instructions from federal and state authorities under which this grant is given, including all provider service regulations and requirements detailed in Volume 53 No. 169 Federal Register, 33758 - 33759, August 31, 1988 and Titles 41 and 45 of the Code of Federal Regulations.

### **5.2 Scope Revisions.**

- a. **Grantor Scope Revisions.** If Grantor determines that expenditures, service units, or client projections will not be met, Grantor may take action as outlined in the Request for Proposal (RFP) or in Grantor Policy on Performance Deficiencies of Grantees. Grantor may initiate a revised grant award to reflect the level of funds needed to reach reduced unit and client projections
  
- b. **Grantee Request for Prior Approval for Scope change in Grant.** This further certifies that the Grantee understands that no alterations of the terms specified in this grant, as approved, may be made without written authorization of Grantor. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308. Scope revisions may be requested through August 5, 2017.

**5.3 Purpose of Grant.** Funds are not awarded for purposes of Research and Development.

## **ARTICLE 6 BUDGET**

**6.1 Budget.** The Budget is a schedule of anticipated grant expenditures that is approved by the Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The budget submitted by Grantee at application will be final. However, a revised Budget is incorporated if submitted to Grantor and thereafter approved.

**6.2 Budget Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All request for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds, under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

- a. **Grantor Budget Revisions.** If Grantor determines that expenditures, service units, or client projections will not be met, Grantor may take action as outlined in the Request for Proposal (RFP) or in Grantor Policy on Performance Deficiencies of Grantees. Grantor may initiate a revised grant award to reflect the level of funds needed to reach reduced unit and client projections
- b. **Grantee Request for Prior Approval for Budget change in Grant.** This further certifies that the Grantee understands that no alterations of the terms specified in this grant, as approved, may be made without written authorization of Grantor. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308. Grantee may request budget revisions through August 5, 2017.

**6.3 Discretionary Line Item Transfers.** Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

**6.4 Non-discretionary Line Item Transfers.** Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph "Budget Revisions".

**6.5 Notification.** Within thirty (30) calendar days from the date of receipt of the request for budget revisions, Grantor will review the request and notify Grantee whether the budget revision has been approved, denied or the date upon which a decision will be reached.

**6.6 Budget.** The Budget is a schedule of anticipated grant expenditures that is approved by the Grantor for carrying out the purpose of the Grant.

All funds must be obligated by the end of the approved budget period and must be used as specified in the approved Request for Proposal application; Letter of Intent and/or budget.

## **ARTICLE 7 ALLOWABLE COSTS**

**7.1 Allowability of Costs; Cost Allocation Methods.** The allowability of costs and cost allocation methods for work performed under this agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

All non-Federal resources (whether local cash or in-kind) must be clearly documented and established as being “reasonable, necessary and allowable.” Grantees are responsible for determining and verifying such allowability. Non-federal match used to support other programs is not allowable as match for funds awarded by Grantor.

**7.2 Transfer of Costs.** Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

**7.3 Higher Education Cost Principles.** The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

**7.4 Nonprofit Organizations Cost Principles.** The Federal cost principles that apply to Nonprofit Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

**7.5 Government Cost Principles.** The Federal cost principles that apply to State, local and Federal recognized Indian tribal governments are set forth in 2 CFR, Part 200, Subpart E, Appendix V and Appendix VII.

**7.6 Commercial Organization Cost Principles.** The Federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31

**7.7 Financial Management Standards.** The financial management systems of Grantee must meet the following standards:

- a. **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally funded Program. Accounting records must contain information pertaining to

State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. See 2CFR 200-302.

- b. **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and sub award documentation. All supporting documentation should be clearly identified with the award and general ledger accounts which are to be charged or credited. All in-kind and matching funds must be documented in the same manner as Title III funds. Project Income must be expended based upon the application, with any changes of expenditures to be approved by Grantor. All Project Income must be reported to Grantor. All such records must be available for inspection by Grantor, the Illinois Department on Aging, and/or federal representative(s).
- i. The documentation standards for salary changes to grants as prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.7).
  - ii. If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee of the requirement to submit Personnel activity reports. See 2 CFR 200.430 (i)(8). Personnel activity reports shall account on after the fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate officiant and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no frequently than quarterly.
  - iii. Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.
  - iv. If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.
- c. **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms of the Agreement.
- d. **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are compared with the Budgeted amounts at least quarterly. All time

sheets kept by staff and/or volunteers providing Older Americans Act funded services, and/or services provided with state funds granted by Grantor, must detail the actual amount of time spent per funded service per payroll period.

- e. **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305

**7.8 Federal Requirements.** All Grants, whether funded whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 00, 44 Ill. Admin Code 7000.30(b) and Federal Financial Management standards listed above.

**7.9 Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g. 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

**7.10 Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

## ARTICLE 8 REQUIRED CERTIFICATIONS

**8.1 Certifications.** Grantee, its officers, and directors, shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

- a. **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- b. **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720ILCS 5/33E-4).
- c. **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliates, is/are delinquent in the payment of any debt to the State, unless Grantee or its affiliates, has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if this certification is false (30 ILCS 500/50-11).
- d. **Education Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 et. seq).
- e. **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 et. seq. or the

regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

- f. **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payments of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et. seq.*).
- g. **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).
- h. **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, possession, or use of a controlled substance during the performance of the Agreement. 30ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.
- i. **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et. seq.*).
- j. **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air act (42 USC 7401 *et. seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et. seq.*)
- k. **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (See 30 ILCS 708/25(6)(G)).
- l. **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR 376, Subpart C.
- m. **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et. seq.* unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a

provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

- n. **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPPA), Public Law No. 104-191, 45 CFR Parts 160,162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use of disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.
- o. **Criminal Convictions.** Grantee certifies that neither it nor any officer, director, partner or other managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30ILCS 500/50-10.5).
- p. **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).
- q. **Illinois Use Tax.** Grantee certifies in accordance with 30ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.
- r. **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.
- s. **Goods from Child Labor Act.** Grantee certifies that no foreign made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (\*30ILCS 584).
- t. **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

## ARTICLE 9 CRIMINAL DISCLOSURE

**9.1 Mandatory Criminal Disclosure.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery, or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Grant funds, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the current of

information report to SAM regarding civil, criminal or administrative proceeding as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.

## **ARTICLE 10 UNLAWFUL DISCRIMINATION**

**10.1 Compliance with Nondiscrimination Laws.** Grantee its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply will all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- a. The Illinois Human Rights Act (775 ILCS 5/1-101 *et. seq.*), including without limitation, 44 Ill. Admin Code Part 750, which is incorporated herein; and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination and having written sexual harassment policies (775 ILCS 5/2-105).
- b. The Public Works Employment Discrimination Act (775 ILCS 10/1 *et. seq.*);
- c. The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (*see also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register: February 18, 2002 (Volume 7, Number 13, Pages 2671-2685)));
- d. Section 504 of the Federal Rehabilitation Act of 1973 (29 USC 794);
- e. The Americans with Disabilities Act of 1990 (42 USC 12101 *et. seq.*); and
- f. The Age Discrimination Act (42 USC 6101 *et. seq.*),

## **ARTICLE 11 LOBBYING**

**11.1 Improper Influence.** Grantee certifies that NO Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into f any cooperative agreement, or the extension, continuation, renewal, amendment of modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

**11.2 Federal Form LLL.** If any funds, other than Federally appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

**11.3 Lobbying Costs.** Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying

costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

**11.4 Procurement Lobbying.** Grantee warrants and certifies that it, and to the best of its knowledge, its sub-grantee have complied and will comply with Executive Order No. 1 (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$225,000. This prohibition applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

**11.5 Subawards.** Grantee must include the language of this Article 10 in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II (I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

**11.6 Certification.** This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

## **ARTICLE 12 MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

**12.1 Records Retention.** The Grantee must retain all records herein required for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to the Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specific in 2 CFR 200.333. If any litigation, claims or audit exceptions involved the records have been resolved and final action taken,

**12.2 Accessibility of Records.** The Grantee, in compliance with 2 CFR 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, Federal authorities, and person identified in 2 CFR 200, 336, and any other person as may be authorized by Grantor, by the State of Illinois or by Federal statute. Grantee shall cooperate fully in such audit for purposes of audit, monitoring, and evaluation. It will be left to the discretion of Grantor and/or authorized personnel as to whether such visits will be announced or unannounced.<sup>1</sup>

**12.3 Failure to Maintain Books and Records.** Failure to maintain books, records and supporting documentation, shall establish a presumption in favor of Grantor or State of Illinois for the recovery of

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<sup>1</sup> Source: [IDOA AAA Policies and Procedures Sec 1164(a)]

any funds paid under the Grant for which adequate books, records and supporting documentation are not available to support disbursement.

**12.4 Monitoring and Access to Information.** Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the ward. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331.

## **ARTICLE 13 FINANCIAL REPORTING REQUIREMENTS**

**13.1 Required Financial Reporting Reports.** Grantee agrees to submit financial reports as requested by Grantor and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditures of the funds related thereto, unless more frequent reporting is required by the Grantee to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 15 calendar days following the three month period covered by the report. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et. Seq.*; 2 CFR 207(b)(3) and 200.327.

### **13.2 Close-out Reports.**

(a) Grantee shall submit a Close-Out Report by November 7, 2017. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 45 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(b) In an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

**13.3 Effect of Failure to Comply.** Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with Grantor's reporting shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding.

## **ARTICLE 14 PERFORMANCE REPORTING REQUIREMENTS**

**14.1 Required Periodic Performance Reports.** Grantee agrees to submit Performance Reports as requested in the format required by Grantor. The Grantee must provide service and client information to Grantor in a manner prescribed and determined by Grantor. Such information shall be

used in part to meet the Illinois Department on Aging reporting requirements including those under the National Aging Program Information System (NAPIS). Data must be entered on a monthly basis by the tenth of the following month. Unless so specified, the first of such reports shall cover the first month after the Award begins. Failure to submit required Performance Reports may cause a delay or suspension in funding. 30 ILCS 705/1 *et.seq.*

**14.2 Performance Standards.** Grantee shall perform in accordance with the Performance Standards set forth in the Request for Proposal and updates. See 2 CFR 200.301 and 200.210. Units of service must be provided in each month of the year or as agreed upon in the grant application. New clients should be provided service and reported on in each month of the year, or as agreed upon in the grant application.

**14.3 Documentation.** The Grantee must maintain service records for all Grantor funded services. Records shall clearly support and substantiate all units, clients and other information reported to Grantor.

## **ARTICLE 15 AUDIT REQUIREMENTS**

**15.1 Audits.** Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor's Office of Management and Budget . See 30ILCS 708/65(c).

**15.2 Single and Program Specific Audits.** If Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) during its fiscal year, it must have a single audit or program-specific audit conducted for that year as required in 2 CFR 200-501 and other applicable sections of Subpart F. The audit and reporting package (including data collection form) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200 .507 (Program-specific audit). The audit (and package) must be submitted to Grantor within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine months after the end of the audit period, whichever is earlier.

**15.3 Financial Statement Audit.** If Grantee expends less than \$750,000 in Federal Awards during its fiscal year and is not subject to the Single and Program Specific Audits, but receives between \$300,00 and \$499,999 in Federal and State awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards (GAAS); if Grantee expends between \$500,000 and \$749,999 in Federal and State awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). Grantee shall submit these financial statement audit reports to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 calendar days after the end of the audit period, whichever is earlier.

**15.4 For Profit Entities.** A For-Profit entity that expends \$750,0000 or more in Federal Awards (direct federal and federal pass-through awards combined) during its fiscal year is required to have a Program-specific audit conducted in accordance with 2 CFR 200.507. The Program-specific audit must be completed and the reporting required by 2 CFR 200.507 must be submitted to Grantor either

within (i) 30 days after receipt of the auditor's report or (ii) nine months after the end of the audit period, whichever is earlier. A For-Profit entity that expends less than \$750,000 in Federal Award during its fiscal year but receives and expends”:

- \$300,000 and \$499,999 in Federal and State Awards combined must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards (GAAS);
- \$500,000 and \$749,999 in Federal and State awards combined must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS).

The For-Profit entity shall submit these financial statement audit reports to Grantor within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 calendar days after the end of the audit period, whichever is earlier.

**15.5 Performance of Audits.** For those organizations required to submit an independent audit report, the audit is to be conducted by a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.

**15.6 Reconciliation Report.** All grantees must submit a “reconciliation report” which balances their audited figures to the Grantor “Close-out report”. All funds received from Grantor must be segregated from other sources of funding and clearly labeled. This “reconciliation report” must be sent to Grantor within 30 days of the close of the grantee's audit.

## **ARTICLE 16 TERMINATION/SUSPENSION**

**16.1 Performance Deficiencies.** Grantor may take action as outlined in the Request for Proposal (RFP) or in Grantor Policy on Performance Deficiencies of Grantees., Grantor may take action as outlined in the Request for Proposal (RFP) or in Grantor Policy on Performance Deficiencies of Grantees. Grantor may initiate a revised grant award to reflect the level of funds needed to reach reduced unit and client projections.

**16.2 Amendment.** This Grant may be amended by the mutual consent of both parties at any time during its term. Amendments to this Grant shall be in writing, signed by both parties or their authorized representatives. The Grantee's non-compliance with the terms of this Grant or misrepresentation by the Grantee may result in immediate termination of the Grant or other sanctions as appropriate, including a refund of all or part of any funds award by the State of Illinois pursuant to this grant.

**16.3 Termination.** Following thirty (30) days written notice, Grantor may terminate this Grant Agreement in whole or in part without the payment of any penalty or incurring any further obligations to the Grantee. Following such termination, the Grantee shall be entitled to compensation upon

submission of fiscal and program reports related to services provided under this Grant Agreement up to and including the date of termination.

Following thirty (30) days written notice, the Grantee may terminate this Grant Agreement in whole or in part. The Grantee must include the reasons for termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.399(a)(4). The Grantee agrees to exercise its termination rights under this paragraph in a timely manner if the Grantee will not be willing to continue performing services under the Grant Agreement and as outlined in the Grant Application upon written notification of any Grant Amendment, extension, or renewal; change in the administrative rules, policies or procedures for the program; or other material modification of circumstances affecting obligations and performance under this Grant Agreement. Following such termination, the Grantee shall be entitled to compensation upon submission of fiscal and program reports related to services provided under this Grant Agreement up to and including the date of termination.

Grantor may terminate this Grant immediately in the event the Grantee substantially or materially breaches the Grant or fails to satisfactorily perform its duties under this Grant. Termination may be cause for a refund to Grantor of the allocated funds. The Grantee shall be paid for work satisfactorily completed prior to the date of termination or for binding financial obligations incurred prior to said termination.

The Grant may be terminated for circumstances beyond the control of Grantee such as natural disasters and fire which prevent Grantee from complying with the terms of the Grant. Upon termination, the Grantee shall be paid for work satisfactorily completed or for binding financial obligations prior to the date of termination.

Upon notice by Grantor to the Grantee of the termination of this award or notice that Grantor will not be contracting with Grantee beyond the term of this award, the Grantee shall cooperate with Grantor in assuring the transition of services to another Grantee, release records related to recipient services, and provide all necessary financial accounting records for services rendered.

**16.4 Close-out of Terminated Agreements.** If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

## ARTICLE 17 SUBCONTRACTS/SUB-GRANTS

**17.1 Sub-recipients/Delegation.** Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval from Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the application, such as, without limitation, a Project Description, and Grantor has approved.

**17.2 Application of Terms.** Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and state laws and regulations, and the provisions of the final Notification of Grant Award Agreement

## **ARTICLE 18 NOTICE OF CHANGE**

**18.1 Notice of Change.** Grantee shall notify the Grantor if there is a change in Grantee's legal status, Federal Employer Identification Number (FEIN), DUNS number, SAM registration or the state equivalent registration status, Related Parties, senior management or address. See 30 ILCS 708/60(a). If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change (s).

**18.2 Failure to Provide Notification.** Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

**18.3 Notice of Impact.** Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

**18.4 Circumstances Affecting Performance; Notice.** In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

**18.5 Effect of Failure to Provide Notice.** Failure to provide the notice described in 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

## **ARTICLE 19 REORGANIZATION AND BOARD MEMBERSHIP**

**19.1 Effect of Reorganization.** Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should grantee reorganize or otherwise substantially change the character of its corporate structure, business structure, or governance structure. Grantee agrees that it will give Grantor prior notice of any such action and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Failure to comply with this Article shall constitute a material breach of this Agreement.

## ARTICLE 20 CONFLICT OF INTEREST

**20.1 Required Disclosures.** Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

**20.2 Request for Exemption.** Grantee may request written approval from Grantor for an exemption from Paragraph 20.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

## ARTICLE 21 EQUIPMENT OR PROPERTY

**21.1 Transfer of Equipment.** Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

**21.2 Prohibition against Disposition; Encumbrance.** The Grantee is prohibited from and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

**21.3 Equipment and Procurement.** Grantee must comply with the uniform standards set forth in 2 CFR 200.310-200.316 governing the management and disposition of property which cost was supported by Grant funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of management and Budget, or both, depending on the source of the Grant Funds used Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and executive orders.

**21.4 Inventory Sheet.** The Grantee must provide Grantor on or before **December 10, 2017**, an inventory sheet of all Title III Older Americans Act funded equipment over \$5000.

## ARTICLE 22 INSURANCE

**22.1 Purchase and Maintenance of Insurance.** Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. The Grantee must maintain sufficient and appropriate insurance and bond coverage for all Older Americans Act funded services, and provide proof of coverage to Grantor prior to the project period.

**22.2 Claims.** If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

## ARTICLE 23 LAWSUITS AND INDEMNIFICATION

**23.1 Independent Contractor.** Grantee is an independent contractor under this Agreement and neither Grantee nor any employee or agent of Grantee is an employee of Grantor and do not acquire any employment rights with grantor or the State of Illinois by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise. Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

**23.2 Indemnification.** To the extent permitted by law, Grantee agrees to hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorney's fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor will be governed by the State Employee Indemnification Act (5 ILCS 350/1 *et. Seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said act.

## ARTICLE 24 MISCELLANEOUS

**24.1 Assignment Prohibited.** Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

**24.2 Amendments.** This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, express in writing and signed by the Parties.

**24.3 Severability.** If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

**24.4 No Waiver.** No failure of Grantor to assert any right or remedy hereunder will act as a waiver of its right to assert such right or remedy at a later time or constitute a course of business upon which grantee may rely for the purpose of denial of such a right or remedy to Grantor.

**24.5. Compliance with Law.** This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

**24.6 Compliance with Confidentiality Laws.** If applicable, Grantee shall comply with applicable State and Federal statutes, Federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

**24.7 Compliance with Freedom of Information Act.** Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act (4 ILCS 140/7(2)).

**24.8 Precedence.** In the event there is a conflict between this Agreement and any of the other exhibits or attachments, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

**24.9 Headings.** Article and other heading contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent, or intent of this Agreement or any provision hereof.

**24.10 Entire Agreement.** Grantee and Grantor acknowledge that this Agreement constitute the entire agreement between them and that no promises, terms, or conditions not recited, incorporated

or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

**24.11 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

**24.12 Attorney Fees and Costs.** If Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorney's fees, costs and expenses associated with such proceedings.

**24.13 For Title III-C Nutrition Grants:** Grantees may not transfer funds from the Food and/or Delivery budget categories into any other budget category (i.e. Personnel, Travel, Equipment/Supplies, Other). If Grantor chooses to increase or decrease unit levels, Grantor will increase/decrease allocations based on the Grantor per unit share of the food and delivery cost as originally budgeted.

**EXHIBIT A  
CONTACT INFORMATION**

**CONTACT FOR NOTIFICATION**

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the person listed below:

<b>GRANTOR CONTACT</b>		<b>GRANTEE CONTACT</b>	
Name:	Paula Bartolozzi	Name:	Shari Matthews Huizar
Title:	Grants Administrator	Title:	Director of Human Services
Address:	1048 Lake Street, Suite 300	Address:	199 N First Street, Wheeling IL 60090
Phone:	708.383.0258 ext. 334	Phone:	847-459-2606
Fax:	708.524.0870	Fax:	847-465-1639
Email address:	Reports@ageoptions.org	Email address:	shuizar@wheelingil.gov
		OPTIONAL Additional emails:	

## **EXHIBIT B PERFORMANCE MEASURES**

Grantee will provide services to the following older adult demographic groups, at minimum, in proportion to their representation in the overall age 60+ population in their service area.

For example, based on the most current census information available, if 25% of the total age 60+ population for the service area are individuals with greatest economic need, at least 25% of the Total Clients Served by grantee within a fiscal year must be older individuals with greatest economic need.

1. Older individuals (60+) with greatest economic need;
2. Older individuals (60+) with greatest social need;
3. Low-income minority older (60+) individuals; and
4. Older individuals (60+) with limited English proficiency.

**EXHIBIT C  
PERFORMANCE STANDARDS**

**Section 306(a)(4)(A)(iii) of the Older Americans Act**

By November 30, 2016, Grantee will submit to [reports@ageoptions.org](mailto:reports@ageoptions.org) a plan for how the grantee will:

1. Satisfy the service needs of the following older adults:
  - a. Low-income minority
  - b. Limited English Proficient
2. Grantee agrees to attempt to provide services to low income minority and older adults and limited English Proficient older adults in at least the same proportion as the population.
3. Grantee agrees to assist Grantor on special objectives related to targeting to low income minority and limited English Proficient older adults.

STATE OF ILLINOIS  
ILLINOIS DEPARTMENT ON AING  
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (30 ILCS 580/1 et seq.) The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract of grant and debarment of contracting or grant opportunities within the State for at least one (1) year but not more than five (5) years.

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

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

Publishing a statement

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

Establishing a drug free awareness program to inform employees about:

- 22.4.1 The dangers of drug abuse in the workplace;
- 22.4.2 The grantee's or contractor's policy of maintaining a drug free workplace;
- 22.4.3 Any available drug counseling, rehabilitation, and employee assistance programs; and
- 22.4.4 The penalties that may be imposed upon an employee for drug violations.
- 22.4.5 Providing a copy of the statement required by subparagraph
  - 22.4.5.1 To each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
  - 22.4.5.2 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
  - 22.4.5.3 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section5 of the Drug Free Workplace Act.
  - 22.4.5.4 Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
  - 22.4.5.5 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

**THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS DULY AUTHORIZED TO EXECUTE THIS CERITIFICATION ON BEHALF OTHE LEGAL ENTITY DESIGNATED BELOW.**

The Village of Wheeling

Typed or Printed Name of Organization

36-6006156

Organization's Federal Taxpayer Identification Number

\_\_\_\_\_  
Signature of Organization's Authorized Representative

Dean S. Argiris, Village President

Typed or Printed Name and Title of Organizations Authorized Representative

\_\_\_\_\_  
Date of Signature

NOTIFICATION OF GRANT AWARD  
 AgeOptions - (Illinois Department on Aging - PSA 13)  
 Under Title III-B, Title III-C, Title III-D, Title III-E, & Title VII of the Older Americans  
 Act and under the State of Illinois General Revenue Funds

GRANTEE NAME, ADDRESS

Village of Wheeling  
 2 Community Boulevard  
 Wheeling IL 60090

Project ID: C1  
 Date: 9/26/2016  
 Type of Grant: T3C1 Congregate Meals

Approved Costs for Project Period

Project Period: 10/1/2016

a. Personnel/Fringe	\$73,681
b. Travel of Persons	
c. Equipment & Supplies	\$1,250
d. Other	\$3,633
e. Food-Nutrition Only	\$32,530
f. Delivery-Nutrition Only	.00
g. Total	\$111,094

To: 9/30/2017

Sub Areas: Wheeling

Computation of Grant Award

1. Total Cost	\$111,094	8. Original Obligation:	\$42,815
2. Less Anticipated		Revision 1:	\$0
Project Income	\$15,060	Revision 2:	\$0
3. Net Cost (estimated)	96,034	9. Share of Net Cost	
4. Nonfederal Share	53,219	a. NonFederal Share	55.42%
a. Local Cash	22,019	b. Local Cash Share	22.93%
b. Local Inkind	\$31,200	c. Federal/State Share	44.58%
5. Area Agency Share	\$42,815	10. Application for Funds	
6. State Share		Date:	8/29/2016
7. New Obligation Awarded	\$42,815		

The awarded obligation (8) includes the maximum Federal Share and State funds obligated to the grantee provided all conditions are met.

**Grantee** - I have read all the conditions of this award, and agree to fully comply with all such condtions.

\_\_\_\_\_  
 Name and Title

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

**AgeOptions** (also referred to as Area Agency on Aging)

Signature: \_\_\_\_\_  
 Jonathan Lavin, Chief Executive Officer

\_\_\_\_\_  
 Date

NOTE: The attached **Conditions of Award** comply with Federal and State regulations and are an integral component of this Notification of Grant Award.





TO: Jon Sfondilis, Village Manager

FROM: Michael Mondschain, Director of Finance

DATE: November 3, 2016

SUBJECT: Fresh Farms Tax Increment Financing (TIF) Note – Budget Amendment

**EXECUTIVE SUMMARY**

In 2010, the Board approved a redevelopment agreement (RDA) with the developer of the Fresh Farms property which required the issuance of a tax-exempt \$3.5 million Tax Increment Financing Note. Staff recommends that the Village pay the note off early using \$2.0 million in funds from Lake Cook/Milwaukee, Town Center-II, and South Milwaukee TIF District Funds.

The attached budget amendment approves the transfer of funds from these other TIF Districts to the Crossroads TIF District for this purpose.

As discussed at the October 17, 2016 Board meeting, the Village has the opportunity to prepay the tax-exempt \$3.5 million Tax Increment Financing (TIF) note issued to the developer of the Fresh Farms redevelopment project. Prepaying the note will save the Village over \$200,000 in interest costs and free up approximately \$200,000 in sales tax revenue every year, making it easier to balance future General Fund budgets. The funds necessary to pay off the note are available in other TIF Funds, and using those resources for this purpose will not impact other redevelopment projects the Village has committed to funding.

As of today's date, there is a balance of approximately \$2.040 million on the original \$3.5 million TIF note. Staff recommends approval of the attached budget amendment that will transfer funds from the Lake Cook/Milwaukee TIF Fund (\$1,000,000), Town Center-II TIF Fund (\$500,000), and South Milwaukee TIF Fund (\$500,000) to the Crossroads TIF for prepayment purposes. The budget amendment also allows the Finance Director to make the final payment on the note in an amount not to exceed \$2.1 million.

Please let me know if you or a Board member have any questions about this item prior to that meeting.

**ORDINANCE \_\_\_\_\_**

**ORDINANCE AMENDING THE VILLAGE OF WHEELING ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2016 AND ENDING DECEMBER 31, 2016**

**WHEREAS**, the Corporate Authorities of the Village of Wheeling passed a budget adoption ordinance on December 21, 2015 in the amount of \$76,686,207; and

**WHEREAS**, Section 8-2-9.6 of the Budget Act allows for the amendment of the annual budget; and

**WHEREAS**, the Corporate Authorities find that amendments to the annual budget ordinance are necessary in order to make a final payment on a Tax Increment Financing note;

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

**Section 1:** That in order to more accurately reflect the experience of the current fiscal year, certain amendments within funds are necessary from time to time.

**Section 2:** That Village staff amend the Lake Cook/North Milwaukee TIF Fund budget by increasing account 3900-5838 by \$1,000,000 to allow for a transfer of said funds to the Crossroads TIF Fund to retire a Tax Increment Financing interest-bearing non-recourse development note.

**Section 3:** That Village staff amend the South Milwaukee TIF Fund budget by increasing account 3200-5838 by \$500,000 to allow for a transfer of said funds to the Crossroads TIF Fund to retire a Tax Increment Financing interest-bearing non-recourse development note.

**Section 4:** That Village staff amend the Town Center-II TIF Fund budget by increasing account 3500-5838 by \$500,000 to allow for a transfer of said funds to the Crossroads TIF Fund to retire a Tax Increment Financing interest-bearing non-recourse development note.

**Section 5:** That Village staff amend the Crossroads TIF Fund budget by increasing account 3100-5750 by \$2,100,000 to allow for a final payment on a Tax Increment Financing interest bearing non-recourse development note.

**Section 6:** That the Director of Finance is authorized to make a final payment against the Fresh Farms Tax Increment Financing interest-bearing non-recourse development note in an amount not to exceed \$2,100,000.

**Section 7:** That this amendment should reflect the actual expenses for the fiscal year.

**Section 8:** That this ordinance shall be in full force and effect after passage and publication pursuant to the laws of the State of Illinois and the Village of Wheeling.

**Section 9:** That the revised total budget for Fiscal Year 2016 shall be \$80,786,207.

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

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

President Argiris \_\_\_\_\_

Trustee Brady \_\_\_\_\_

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

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

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

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

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

APPROVED this \_\_\_\_\_ day of November, 2016, by the President and Board of Trustees of the Village of Wheeling, Illinois

\_\_\_\_\_  
Dean S. Argiris  
Village President

ATTEST:

\_\_\_\_\_  
Elaine E. Simpson  
Village Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
James V. Ferolo  
Village Attorney

PUBLISHED in pamphlet form this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by order of the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

**VILLAGE OF WHEELING  
LEGISLATIVE COVER MEMORANDUM**

**AGENDA ITEM NO(S):** 13.D  
*(To be inserted by Deputy Clerk)*

**DATE OF BOARD MEETING:** Monday, November 7, 2016

**TITLE OF ITEM SUBMITTED:** An Ordinance Granting Preliminary Planned Unit Development, Special Use, Site Plan and Building Appearance Approval for a Retail Development at 430 W. Dundee Road [Document No. 2016-15]

**SUBMITTED BY:** Andrew C. Jennings  
Director of Community Development

**BASIC DESCRIPTION OF ITEM<sup>1</sup>:** The petitioner is requesting Preliminary Planned Unit Development approval for Dundee Commons, a two-building retail development at the vacant northeast corner of Dundee Road and Northgate Parkway.

**BUDGET<sup>2</sup>:** N/A  
**BIDDING<sup>3</sup>:** N/A

**EXHIBIT(S) ATTACHED:** Ordinance  
Staff report  
Fire Department memo, dated 10.5.2016  
Engineering Division memo, dated 10.5.2016  
PC Findings of Fact and Recommendation  
Photo of existing conditions  
Preliminary PUD Plan Package (see report for full list of materials)

**RECOMMENDATION:** To approve.

**SUBMITTED FOR BOARD CONSIDERATION:**                      **VILLAGE**                      **MANAGER**

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<sup>1</sup> The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.

<sup>2</sup> If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).

<sup>3</sup> If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered

## REQUEST FOR BOARD ACTION

**TO:** Jon Sfondilis  
Village Manager

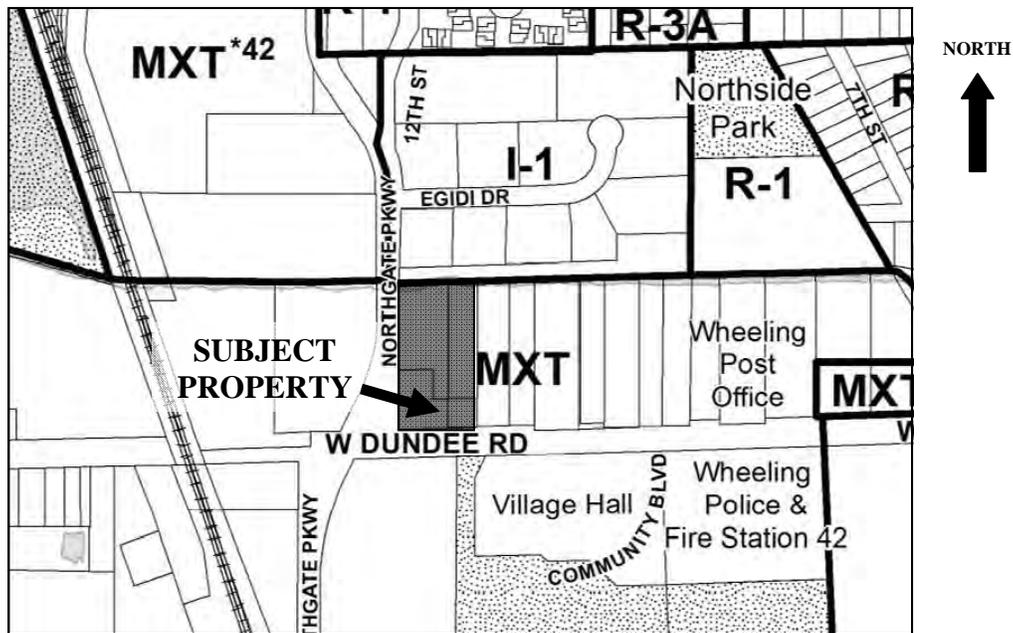
**FROM:** Andrew C. Jennings  
Director of Community Development

**DATE:** November 7, 2016

**SUBJECT:** **Docket No. 2016-15**  
**Dundee Commons**  
**430 W. Dundee Road Special Use-Site Plan Approval of a Planned Unit Development for Retail Use**

**PROJECT OVERVIEW:** The petitioner is seeking Preliminary Planned Unit Development (PUD) approval to construct speculative retail at the vacant northeast corner of Dundee Road and Northgate Parkway, which is zoned MXT Transit Oriented Mixed Use District.

### **LOCATION MAP:**



### PLAN COMMISSION RECOMMENDATION

At the Plan Commission hearing on Thursday, October 13, 2016, Commissioner Issakoo moved, seconded by Commissioner Zangara, to recommend approval of Docket No. 2016-15, PRELIMINARY Review of Special Use-Site Plan-Building Appearance for Dundee Commons Planned Unit Development, consisting of two one-story retail buildings, as required under Chapter 19-05, Mixed-Use and Overlay Districts, Chapter 19-09 Planned Unit Developments, Chapter 19-10 Use Regulations, and Chapter 19-12 Site Plan Approval Requirements, as shown on the following plans/exhibits submitted on October 5, 2016 for the Dundee Commons Planned Unit Development to be located on the property currently known as 430 W. Dundee Road, Wheeling, Illinois:

**Request for Board Action**

**Page 2 of 10**

**RE: Plan Commission Docket No. 2016-15**

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- Title Sheet (pg. 1)
- Project Narrative (pg. 2)
- Vicinity Plan (pg. 3)
- Architectural Site Plan and Site Statistics (pg. 4)
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- Site Geometry Plan (pg. 14)
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- Landscape Details (pg. 20)
- Photometric Plan (pg. 21)
- Interim Site Plan (pg. 22)
- Market Analysis (pgs. 23-25)

And with the following conditions of approval:

1. Provide a traffic study to address site distance analysis for the Northgate Parkway entrance and IDOT's comments regarding access to and from Dundee Road;
2. The curbing and landscaping shall be adjusted to provide the truck turning access at the northwest corner of the site;
3. The building mounted light shall be addressed in the photometric plan;
4. The specifications for lighting standards and fixtures shall be provided;
5. A landscaped irrigation plan shall be provided per Code; and
6. Consideration should be provided by the Village for north-south access in the Village right of way from the Dundee Road sidewalk to the pedestrian access point at the southwest corner of the site.

On the roll call, the vote was as follows:

AYES: Commissioners Blinova, Issakoo, Powers, Ruffatto, Zangara  
NAYS: Commissioners Dorband and Johnson  
ABSENT: None  
PRESENT: None  
ABSTAIN: None

There being five affirmative votes, the motion was approved.

**GENERAL PROPERTY INFORMATION**

**Applicant Name:** Bill Hein & Associates

**Property Owner:** Bill Hein & Associates

**Common Property Address:** Located on the northeast corner of Dundee Road and Northgate Parkway.

**Neighboring Property Land Use(s):** North: Industrial  
South: Institutional (Village Hall and vacant)  
West: Vacant  
East: Commercial

**Comprehensive Plan Designation:** Transit Oriented Mixed Use

**Property Size:** 2.96 acres (total lot)  
6,370 sq. ft. (Building One)  
7,257 sq. ft. (Building Two)

**Existing Use of Property:** Vacant

**Proposed Use of Property:** Speculative retail and restaurant uses

**Existing Property Zoning:** MXT Transit Oriented Mixed Use District

**Previous Zoning Action on Property:** None.

**ROLE OF PRELIMINARY AND FINAL PUD REVIEW**

The purpose of the preliminary Planned Unit Development (PUD) approval is to provide a formal approval of the basic elements of the plans that have been discussed in the informal Concept Review. Once preliminary approval has been granted, the Final PUD plans must be in substantial conformance with the materials attached to the preliminary approval ordinance.

The following table summarizes the differences between a preliminary and final PUD plan. For a complete description of the requirements for each type of application, see Chapter 9 of the Zoning Code:

<b>Preliminary PUD</b>	<b>Final PUD</b>
Written plan describing the project and how the various standards for a PUD are to be met.	Same.
Maximum projected figures for the following elements: dwelling units, buildings, bedrooms, paved area. Projected number of parking spaces and bike parking spaces. Minimum amount of land to be landscaped open space.	Actual count of the items listed for preliminary review plus the amount of land to be devoted to accessory structures areas.
A map of features within 500'	A map of features within 1000'
Plat of survey	Same.
Scaled existing conditions plan.	Same.
A site plan showing general locations of buildings, building uses, approx. building heights, open spaces, setbacks, buffers, access to existing and proposed streets, pedestrian and vehicular circulation, parking and loading.	Actual locations of items listed for preliminary review plus refuse collection facilities and exterior lighting.
General information on proposed signage.	Detailed sign information.
Preliminary landscaping plan.	A final landscape plan showing details of all proposed plantings and screening elements including parkway trees.
Pictures of the site and surrounding context	Same.
Any additional materials required by staff.	Materials required as a condition of preliminary approval.
Preliminary list of code relief (variations).	Final list of code relief (variations).
Preliminary elevations	Final exterior elevations for all buildings.
Preliminary engineering	Detailed engineering (Site Grading Plan & Site Utility Plan)

### **DESCRIPTION OF PROPOSAL**

The petitioner is requesting a special use for a Preliminary Planned Unit Development to facilitate the construction of a two-building retail development. The proposal includes two one-story buildings. A drive-through restaurant is proposed for Building 1 (south building). Operating details or seating/floor plans for the restaurants have not been provided, which will be required at time of individual special use review and approval.

In the event that Building 2 is not constructed at the same time as Building 1, an interim plan has been provided. The interim plan includes some parking at the northwest portion of the site and the northern access drive. The detention would be built to full capacity.

The public hearing for this item was initially opened on July 28<sup>th</sup> and ultimately continued to October 13<sup>th</sup>, when many site plan and traffic issues were resolved.

### **CODE RELIEF REQUESTED**

In conjunction with most Planned Unit Developments, petitioners usually request some form of code relief from Title 19 (Zoning) and/or Title 17 (Planning, Subdivision, and Developments) in order to provide for a development of a particular character or layout. Since the hearing on July 28<sup>th</sup>, the petitioner has revised the plan and no longer requires code relief for the following: open space, building setback, parking aisle width, or required parking.

### **SITE PLAN REVIEW**

**Scale of Site Plan:** 1"= 30'

**Proposed General Site Layout:** The concerns that were voiced by the Plan Commission and Staff at the July 28<sup>th</sup> hearing regarding the general site layout and traffic flow were sufficiently addressed on October 13<sup>th</sup>.

**Floor Plans:** Floor plans have now been provided for each building. If restaurants or other uses that require special uses are proposed, more detailed floor plans will be provided at that time.

**Site Access:** On July 28<sup>th</sup>, staff and the PC had strong concerns with the site access and internal circulation. The internal site circulation issues have been resolved. Previously, the petitioner indicated that the access from Northgate could not be placed at the northern end of the site because of severe topographical issues. The site engineering has been re-graded so that the slope of the driveway from Northgate Parkway provides adequate access with a gradual slope.

**Traffic Study:** No written update to the traffic study has been provided. A traffic study will be required at Final PUD. Due to the complete reconfiguration of the site, most traffic issues have been resolved by the October 13<sup>th</sup> hearing. However, staff understands that the petitioner has made several attempts to discuss this plan with IDOT to incorporate the future plans for the Community Boulevard signalization and the Town Center development. While a formal meeting

was not achieved, IDOT has indicated a low likelihood that a left turn from Dundee Road into the site will be permitted. The petitioner has acknowledged that this left turn determination will be made by IDOT and that the permit plans are currently under IDOT's review.

**Total Number of Parking Spaces:** The speculative parking requirement of 5.5 stalls per 1,000 sq. ft. of retail space is now met. 94 stalls are provided for a ratio of 6.9/1,000. Furthermore, the petitioner is proposing a new parking framework for this PUD, similar to the Westin development. The following parking ratios are proposed: 5/1,000 for retail/service and 10/1,000 for restaurants. In this framework, it would be up to the developer to find the balance of tenants that would not exceed the availability of parking based upon the occupancy of space (not based upon the tenant operations in terms of seats or employees). With a parking ratio of 10/1,000, staff has determined that the maximum size of any restaurant use(s) would be approximately 5,500 sq. ft.

**Bicycle Parking:** Bicycle parking for five has been provided at each building and is noted on the architectural site plan.

**Site Lighting:** The site lighting plan calls for a combination of parking lot pole-mounted lights and building-mounted lights. Specifications for the lighting standards are not provided. This information should be provided at Final PUD.

**Ownership:** The subject property is owned by the developer who intends to lease to the retail/restaurant tenants.

**Sidewalks:** There are existing public walks in the right-of-way along Northgate Parkway and Dundee Road. Per the request of the Plan Commission, the plan also proposes a connection to the Village-owned plaza at the southwest corner of the site.

### **LANDSCAPING PLAN REVIEW**

**Existing Landscaping to Remain:** An existing conditions landscape plan is provided. The site is mostly vacant. It appears that nearly all trees will be removed from the site prior to construction.

**Proposed Landscaping:** The landscape plan includes shade trees, ornamental trees, large flowering shrubs, low shrubs, dwarf flowering shrubs, perennials, and ground covers.

**Buffers and Screening:** A ribes alpinum "Green Mound" buffer is provided along the parking lots adjacent to Dundee Road and Northgate Parkway. This deciduous shrub has a height of 2 to 3 feet.

**Landscape Irrigation:** No reference to irrigation is provided. The Plan Commission added a condition of approval that a landscape irrigation plan shall be provided, per Code.

### APPEARANCE REVIEW

**Building/Unit Size:** Two buildings are proposed. Building one (south building) is 6,370 sq. ft. in area. Building Two is 7,257 (reduced from 9,000 on 7/28) sq. ft. in area. Each building has 4 units.

**Elevation Plan Review:** Elevation plans have been provided for four sides of each building. The primary exterior building material is alternating split and smooth face prairie stone blocks in bamboo color. The secondary exterior building material is face brick veneer in “red hue.” Also, standing seam forest green roofs are proposed.

**HVAC/Mechanical Components Screened:** The screening of gas and electric meters is provided by a cedar fence enclosure. An illustration rooftop units screening has also been provided.

**Trash Enclosure:** An elevation of the trash enclosure is provided on the RTU and Trash Enclosure Plan. A single, centralized trash enclosure is located in the island between the two buildings. The elevation indicates it will be 6 feet high with cedar gates, block veneer stone, and painted metal caps.

### SIGNAGE PLAN REVIEW

The petitioner has indicated that all signs will conform to the Title 21 requirements with regard to backlighting and graphics. One monument sign is proposed on the site plan. Wall sign areas are designated on the building elevation plans.

### STANDARDS FOR SPECIAL USE

Following are standards for a special use with the petitioner’s responses in italics. (**Senior Planner comments are in bold.**)

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

*“There are many national franchise restaurants that provide a valuable service to the community. With the many new residents that will be moving to Northgate Crossings the new franchise venue and our location will provide that service.”*

**The Comprehensive Plan identifies a vibrant mix of uses for the town center and MXT District.**

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

*“Dundee Road is a major state highway with over 32,000 vehicles using it per day. The zoning in this area is by design an appropriate use for this site. It will not alter the essential character of the area.”*

**The proposed development is consistent with the concept of a mixed-use town center described in the Comprehensive Plan.**

3. State how the location and size of the special use, the nature and intensity of the operation involved in or conducted in connection 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 will not impede the normal, appropriate, and orderly development of the district in which it is to be located and the development of surrounding properties.

*“The location of the building a good ratio of site use. The access points to the center provide easy in and out to Dundee Road with a controlled access at Dundee and Northgate. It will also provide easy access to Lake/Cook Road via Northgate Parkway. There is no conflict with adjacent properties. The use and location will not create noise, odor, smoke, or light that will affect other properties.”*

**Staff’s previous concerns regarding site access and safety have been addressed by the reconfiguration of the site plan.**

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.

*“Careful use of site location, design height of building, property fence design, and special attention given to choice of landscaping, natural rain garden designed by professional licensed landscaping architects will only enhance the value and development on adjacent properties with no negative impact on these properties.”*

**The Plan Commission may wish to request additional details regarding building materials and landscaping prior to making a response to this standard.**

5. State how 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 so as to prevent traffic hazards and nuisances, and the development will not cause traffic congestion.

*“Parking is adequate and we are not asking for relief of parking spaces. It properly located and suitable screened from adjacent residential use. There are no residents near-by.”*

**Parking has now been adequately addressed and a parking standard of 5/1,000 for retail and 10/1,000 for restaurant uses is proposed by the petitioner.**

6. State how the special use will conform to all applicable regulations and standards of the zoning district in which it is to be located.

*“All restaurants are a special use in the Village of Wheeling, thus we are applying for this use. We are asking for no other variations or special use. Our property is located in an area that has flood-way issues thus causing undue hardship. We will be applying for TIF assistance and use all available comp-storage available to us. This land complies for TIF*

*assistance. This property in its present use will not yield a reasonable value and return to the Village of Wheeling.”*

**No other code relief is required.**

### **CONDITIONS FROM PLAN COMMISSION RECOMMENDATION**

There are six conditions of approval associated with the Plan Commission recommendation for Docket No. 2016-15. The recommendation for Docket No. 2016-18 included the following conditions, which have been incorporated into the attached special use ordinance (with condition 6 updated by staff following the Plan Commission hearing:

1. Provide a traffic study to address site distance analysis for the Northgate Parkway entrance and IDOT’s comments regarding access to and from Dundee Road;
2. The curbing and landscaping shall be adjusted to provide the truck turning access at the northwest corner of the site;
3. The building mounted light shall be addressed in the photometric plan;
4. The specifications for lighting standards and fixtures shall be provided;
5. A landscaped irrigation plan shall be provided per Code; and
6. That the plans include a north-south connection to the Dundee Road sidewalk from the proposed paver area near the corner, subject to IDOT permit review.

### **MODIFICATIONS FOLLOWING PLAN COMMISSION HEARING**

The plans have not been modified following the Plan Commission hearing.

### **STAFF REVIEW**

**Fire Department Review:** The Fire Department has provided a comment memo, dated October 6, 2016.

**Engineering Division Review:** The Engineering Division has provided a comment memo on October 6, 2016.

**Impact on Adjacent Uses:** Staff suggested that the Plan Commission request an update of the petitioner’s discussion with IDOT to determine the potential impacts on adjacent uses. It was determined that a formal review from IDOT will be required at Final PUD review.

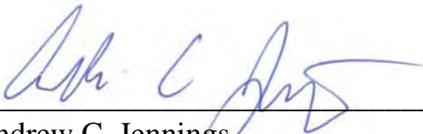
**Senior Planner’s Recommendation to the Plan Commission:** Prior to making a motion at the October 13<sup>th</sup> hearing, staff recommended to the Plan Commission review of the following items with the petitioner:

1. Safe site access from Northgate Parkway.
2. IDOT’s reaction to the proposed left turn onto Dundee Road.
3. Specifications for lighting standards shall be provided at Final PUD.
4. A landscape irrigation plan may be required at Final PUD.
5. Request additional details regarding wall material and colors.
6. Request additional turning radius analysis for the fire apparatus access roads.

**DIRECTOR OF COMMUNITY DEVELOPMENT RECOMMENDATION**

One ordinance has been provided for the Board's consideration. The ordinance would grant a special use for a Preliminary Planned Unit Development for a two-building retail development at the northeast corner of Dundee Road and Northgate Parkway. Due to the concern raised early in the review process regarding the demand for the northern building, the developer has included an interim site plan to show how the site would be configured if there is a pre-leasing period for the northern building after the south building is operational.

The last condition in the ordinance has been updated slightly following the Plan Commission review. Community Development reviewed the configuration of the improvement with Engineering, and the additional segment of walkway can be added in conjunction with the project. It would be treated as similar to the paver area already included on the plans, but needs to be included on the set provided for IDOT review due to the proximity to the Dundee Road right-of-way.



Andrew C. Jennings  
Director of Community Development

- Attachments:**
- Ordinance (precedes this report)
  - Fire Department memo, dated 10.5.2016
  - Engineering Division memo, dated 10.5.2016
  - Findings of Fact and Recommendation
  - Photo of existing conditions (staff)
  - Title Sheet (pg. 1)
  - Project Narrative (pg. 2)
  - Vicinity Plan (pg. 3)
  - Architectural Site Plan and Site Statistics (pg. 4)
  - Building 1 Floor Plan (pg. 5)
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  - Fire Truck Maneuvering Exhibit (pg. 17)
  - Existing Conditions Landscape Plan (pg. 18)

**Request for Board Action**

**Page 10 of 10**

**RE: Plan Commission Docket No. 2016-15**

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Overall Landscape Plan (pg. 19)

Landscape Details (pg. 20)

Photometric Plan (pg. 21)

Interim Site Plan (pg. 22)

Market Analysis (pgs. 23-25)

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

**AN ORDINANCE GRANTING PRELIMINARY PLANNED UNIT DEVELOPMENT,  
SPECIAL USE, SITE PLAN, AND BUILDING APPEARANCE APPROVAL FOR  
A RETAIL PLANNED UNIT DEVELOPMENT  
(430 W. DUNDEE ROAD)**

**WHEREAS**, the Plan Commission of the Village of Wheeling held a public meeting, duly noticed, on July 28, 2014, and continued to August 25, 2016 without discussion, and continued to September 22, 2016 without discussion, and continued to October 13, 2016 to consider a request for Preliminary Planned Unit Development, Special Use, Site Plan, and Building Appearance Approval under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-05, Mixed Use and Overlay Districts; Chapter 19-09 Planned Unit Developments; Chapter 19-10 Use Regulations; and Chapter 19-12 Site Plan Approval Requirements, and associated sections, for the development of a two-building retail development known as Dundee Commons, to be located on the property located at 430 W. Dundee Road, hereinafter legally described below and zoned MXT Transit-Oriented Mixed-Use District; and

**WHEREAS**, the Plan Commission of the Village of Wheeling has reported its Findings of Fact and Recommendation to the President and Board of Trustees, with the motion recommending approval subject to conditions that passed by a vote of 5 ayes, 2 nays, 0 absent and 0 abstain; and

**WHEREAS**, the President and Board of Trustees deem it to be in the best interest of the Village to grant the petitioner's request for preliminary planned unit development, special use, site plan, and building appearance approval for the development of the property located at 430 W. Dundee Road, subject to conditions;

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

**Section A**

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

- That 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 in connection 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 will not impede the normal, appropriate, and orderly development of the district in which it is located and the development of the surrounding properties;

- That 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
- That 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 Preliminary Planned Unit Development Plan in the MXT Transit-Oriented Mixed-Use District is hereby approved under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-09 Planned Unit Developments, for a development as shown on Sheet 4, Preliminary Architectural Site Plan and Site Statistics, received October 5, 2016, prepared by Chicago Workshop Architects, herein attached and made part of, to be located on the property known as 430 W. Dundee Road, legally described below:

PARCEL 1:

LOT 1 (EXCEPT THE EAST 210 FEET THE REOF AND EXCEPT THE SOUTH 17 FEET THEREOF) IN WHEELING HEIGHTS, BEING A SUBDIVISION OF THE EAST 50.01 ACRES OF THE SKINNER FARM IN THE SOUTHWEST ¼ OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 100 FEET (EXCEPT THE SOUTH 17 FEET THEREOF) OF THE EAST 210 FEET OF LOT 1 IN WHEELING HEIGHTS, BEING A SUBDIVISION OF THE EAST 50.01 ACRES OF THE SKINNER FARM IN THE SOUTHWEST ¼ OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CONTAINING 2.9570 ACRES OR 128,811 SQUARE FEET MORE OR LESS.

(The above-described property is commonly known as 430 W. Dundee Road, Wheeling, Illinois, and is zoned MTX Transit-Oriented Mixed-Use District.)

### **Section C**

A Special Use is hereby granted under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-05, Mixed Use and Overlay Districts; and Chapter 19-10 Use Regulations, Section 19.10.030 Special Uses; for a Planned Unit Development, subject to conditions, as shown on the Preliminary Planned Unit Development Plan for the property legally described in Section B of this ordinance.

## **Section D**

Preliminary Site Plan, Landscape and Building Elevation Approval is hereby granted under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-09 Planned Unit Developments, and as approved the site shall be developed substantially in conformance with the following plans/exhibits received October 5, 2016, prepared by Chicago Workshop Architects, for the development of the parcels legally described in Section B of this ordinance:

- Title Sheet (pg. 1)
- Project Narrative (pg. 2)
- Vicinity Plan (pg. 3)
- Architectural Site Plan and Site Statistics (pg. 4)
- Building 1 Floor Plan (pg. 5)
- Building 1 Elevation Plan – South & North (pg. 6)
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- Market Analysis (pgs. 23-25)

## **Section E**

The Preliminary Planned Unit Development, Special Use, Site Plan, and Building Appearance Approval granted in Sections B, C, and D of this ordinance are subject to the following conditions:

1. Provide a traffic study to address site distance analysis for the Northgate Parkway entrance and IDOT's comments regarding access to and from Dundee Road;
2. The curbing and landscaping shall be adjusted to provide the truck turning access at the northwest corner of the site;
3. The building mounted light shall be addressed in the photometric plan;
4. The specifications for lighting standards and fixtures shall be provided; and

5. A landscaped irrigation plan shall be provided per Code.
6. That the plans include a north-south connection to the Dundee Road sidewalk from the proposed paver area near the corner, subject to IDOT permit review.

**Section F**

All ordinances or parts of ordinances that are in conflict herewith are hereby repealed.

**Section G**

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 \_\_\_\_\_ day of \_\_\_\_\_,  
2016.

President Argiris \_\_\_\_\_ Trustee Lang \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Dean

\_\_\_\_\_  
S. Argiris  
Village President

ATTEST:

\_\_\_\_\_  
Elaine E. Simpson, Village Clerk

APPROVED AS TO FORM ONLY:

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

PUBLISHED in pamphlet form this \_\_\_\_ day of \_\_\_\_\_, 2016, by order of the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

**FINDINGS OF FACT  
AND RECOMMENDATION**

To: Village President and Board of Trustees

From: Wheeling Plan Commission/Sign Code Board of Appeal

Re: Docket No. 2016-15  
Dundee Commons  
430 W. Dundee Road  
Special Use-Site Plan Approval of a Preliminary Planned Unit Development for  
Retail Use

Bill Hein & Associates, applicant, on behalf of 400 W Dundee Wheeling LLC, owner, is seeking Special Use-Site Plan Approval of a Preliminary Planned Unit Development for a retail development in the MXT Transit Oriented Mixed Use District, as required under Chapter 19-05 Mixed Use and Overlay Districts, Chapter 19-09 Planned Unit Developments; Chapter 19-10 Use Regulations, and Chapter 19-12 Site Plan Approval Requirements, and associated sections. The subject property consists of the vacant parcel at 430 W. Dundee Road, which is approximately 2.96 acres at the northeast corner of Dundee Road and Northgate Parkway.

Chairman Ruffatto called Docket No. 2016-15 on July 28, 2016. Present were Commissioners Issakoo, Johnson, Powers, Ruffatto and Zangara. Commissioners Dorband and Sianis were absent with prior notice. Also present were Brooke Jones, Senior Planner, Mallory Milluzzi, Village Attorney, Fire Inspector Ron Antor and Kyle Goetzelmann, Civil Engineer.

Ms. Jones provided Staff comments and an overview of the project. Staff wants to ensure its viability and success especially because of its proximity to the Wheeling Town Center, the new Northgate Crossing apartment development and Village Hall. Similar to the Town Center project review process, Staff has some initial concerns with traffic flow that need to be addressed before the review can move forward. Staff hasn't had a chance to review the plan with the petitioner's traffic engineer, engineering or land use consultants. Staff must ensure that the consultants are reviewing the same plans as the Plan Commission. As it stands, the site plan that was used for the basis of the traffic study was not consistent with the other plans Staff received. The petitioner's consultants need to address Staff's concerns from the Staff Report and make adjustments to the plans as necessary. It is expected that they will not be able to completely address Staff's concerns this evening. Staff assumes the petitioner will need to go back and do some heavy analysis, make some adjustments to the plans and return to fully address the concerns of Staff and the Plan Commission.

Ms. Jones referred to Staff's concerns regarding the functionality of the traffic flow. She provided an exhibit that highlights Staff's major concerns.

- The access at the Southern end of the site is a dead end lot. Anyone who accesses the parking area and finds no available space would need to backup and would not be able to

sufficiently turnaround.

- The second concern is that the drive-through exits into a parking stall so there could be a conflict with someone backing out of a parking stall and hitting someone in the drive-through lane.
- The jog from the main access drive from Dundee Road. It causes a little confusion when someone enters the site and tries to find a viable route.
- A lot going on in the T intersection of the lot. Everyone goes through the intersection to enter either drive-through and also enters coming from Northgate Parkway or Dundee Road. There will be a lot of congestion and it may cause backups onto Dundee Road, or for people trying to access the drive-through lanes or just circulating the lot to find parking.
- Pedestrians would not be able to access the site very easily. You can't park your car in one parking spot and go to both buildings safely.
- The onsite collectors are prone to congestion. The full analysis is unknown but the assumption is that there would be a lot of congestion. Staff wants to see a full traffic study that is based upon the current site plan that reflects the conditions.

There are other Staff concerns that were highlighted in the Staff Report especially regarding parking. Staff thinks traffic is what is driving the functionality of the site so they want a workable site so there will be repeat customers. Staff is concerned if the site is built as proposed, the customers would be confused and not return to the site. Staff wants a successful development.

Mr. Bill Hein, Mr. Anderson, Haeger Engineering, 100 E. State Parkway, Schaumburg, IL, Mr. Hernando Moreno, Architect, Chicago Workshop Architects, 27740 North Hickory, Island Lake, IL and Mr. William Elliott, Landscape Architect, 765 Old Mill Grove Road, Lake Zurich, IL were present and sworn in.

Chairman Ruffatto referred to Staff's concerns. Chairman Ruffatto referred to the list of 17 items in the Staff Review that require discussion and clarification. Mr. Hein mentioned he received the report at noon and didn't have enough time to review it. Ms. Jones stated she e-mailed the Staff Report to him on Friday as well. Mr. Hein wasn't sure if he had received the e-mail.

Mr. Hein reported that they had hired KLOA as their traffic consultant and supplied Staff with an 81 page study on July 14<sup>th</sup> along with an executive summary. Mr. Hein noticed that the traffic consultant had used the wrong traffic flow. He felt the traffic study that was being required was not the standardized study. He felt Staff was asking for more detail on the site. Chairman Ruffatto believes what happens inside the 2.96 acres impacts Dundee and Northgate. Ms. Jones confirmed Staff was not asking for anything different than what was normally required.

Chairman Ruffatto questioned if KLOA had ever approached Staff in the past regarding previous projects. Ms. Jones explained sometimes they have approached Staff but not in this specific case.

Mr. Hein referred to the previous concept review and the concern to alleviate the dead end in case all of the parking spots were filled. He referred to the dedicated turnaround which was currently shown.

Mr. Hein thinks the new plan addresses the concerns. He stated they were also concerned about the traffic flow on the site because if they don't get it right they won't have a viable product. They moved the ingress/egress off of Northgate as far north as possible as was previously suggested by the Plan Commission. They discussed the issue of putting the road in the floodway but can't because of the 5' drop from their property to the bridge. They have a contract to purchase the property next to them and have the 270 building so they are looking to keep the traffic flow in the entire complex and not brought onto Dundee Road. They have only one ingress/egress on the property at the corner of Dundee Road and Northgate Parkway. Mr. Hein explained the traffic study proved that anyone going eastbound in the morning had to be able to get back on Dundee Road. He agreed turning left on Dundee Road from the property without a traffic light was impossible.

Mr. Anderson from Haeger Engineering referred to the access throughout the site.

Mr. Anderson mentioned they were planning to keep the existing site access on Dundee Road. The access on Northgate Parkway is in the middle of the site. The proposed access on Northgate is as far north as it can be in order to make it work.

Mr. Anderson referred to the concerns in the Staff Report regarding the access location on Northgate Parkway and having left turns out from the site onto Northgate. He agreed to look at it with Staff. They will provide a site distance evaluation to determine the safety of any kind of turning movement.

Mr. Anderson referred to the traffic report provided by KLOA. It did have the access to Dundee and Northgate Parkway in the approximate same locations as currently shown. The KLOA report evaluated the proposed accesses onto Dundee and Northgate Parkway and found them to be of adequate level of service. The primary east/west street coming into the site is proposed to continue east to service additional property that may become available. He understands Staff has concerns regarding the north/south jog at Dundee and agreed to work on it.

Mr. Anderson referred to the multiple movement at the T intersection which would likely turn into a full intersection as the leg extends east. He thinks there are things that could be done with the drive-throughs.

Mr. Anderson referred to the dead end parking and the Fire Department's comment about a maximum dead end width of 150' for a parking area. He agreed to shorten the length of it or provide full circulation for a fire truck.

Mr. Anderson understands Staff's concerns about circulation but doesn't feel it is anything that they can't overcome.

Mr. Anderson referred to the ability to walk between the two buildings. He feels it could easily be addressed with some pedestrian walkways and traffic control through the site.

Mr. Anderson mentioned at the last meeting they hadn't shown the storm water management on the property. They are looking to get it via a credit through the Heritage Park system. In order for the

storm water detention to be feasible, the very large sewer would need to come up through the Wheeling Town Center site and the schedule for it is unknown at this time. It is not feasible for them connect to it until it's in the ground. Because it is not available, they are showing onsite detention with a bottom base along the east and north edge of the site. Because the site is within a shallow area, the detention requirements for the new MWRD ordinance were stricter. There is an additional 40% storage volume required than a normal site.

Mr. Anderson referred to the compensatory storage required. They are asking to be provided for within the Wheeling Drainage Ditch system that was part of Heritage Park. The site has access to Village water and sewer.

Mr. Anderson addressed some of the 17 items from the Staff Report.

2. Determine the purpose of the driving/parking lanes adjacent to the drive-through lanes. Mr. Anderson explained it was intended for off hours loading. It was not intended for parking or drive aisles. He suggested striping it as no parking.

3. Acknowledgement that a three-way stop will be required for the T-intersection. Mr. Anderson agreed and would do what they could to separate the drive-through lanes.

4. Discuss the left-turn restriction to Northgate Parkway. Mr. Anderson stated they would do a site distance analysis. If the results show a left turn was not a safe movement they would not incorporate it.

5. Discuss the reconfiguration of the Dundee Road access drive to three lanes. Mr. Anderson stated it was currently shown as two lanes. They don't have a problem with requesting from IDOT a third lane to accommodate safer movements.

6. Request that the parking lot drive aisles be increased from 24' to 25' in width. Mr. Anderson explained the 24' width was a mistake and could easily accommodate a 25' width.

7. Request a revised traffic study that references the correct site plan. Mr. Anderson agreed to update the traffic study. Chairman Ruffatto mentioned the traffic study provided in their packet was marked "draft".

15. Request a turning radius analysis for the fire apparatus access roads. Mr. Anderson agreed to provide.

16. Request the petitioner address the length of the fire access route along the south side of Building One. Mr. Anderson agreed to work with the Fire Department to address.

Mr. Hernando Moreno, Architect came forward to address the architectural issues.

1. Location of bicycle parking.

Mr. Moreno stated the bike rack would be located on Village of Wheeling property in the area of the pocket park. They will expand the paving area.

8. Discuss possible parking requirement frameworks to be agreed upon at Preliminary PUD. Mr. Moreno explained since they don't have a tenant it was vague on how much restaurant and retail they would have in the center. He was in agreement that the parking could be calculated similar to the Westin property as a guide. He explained they could design around it once the framework was in place. Chairman Ruffatto referred to Staff's recommendations in the Staff Report. Ms. Jones explained they were trying to create some certainty. To ensure that the site would be functional and that there would be enough parking to make a successful development they were trying to come up with some ideas to create a framework that there was enough parking at the preliminary PUD stage so they don't have to go back later and give a parking variation when the special uses for the restaurants come in. Mr. Moreno agreed. Ms. Jones referred to the Westin's framework. Instead of using the parking requirements as outlined in the Zoning Code, a completely different requirement would be used which is 10 parking stalls for every 1,000 square feet of restaurant space. It would then be very easy to determine how many spaces would be required. It was not based upon the number of employees or number of seats. Ms. Jones reported that in Northbrook larger shopping centers were allowed to have up to 10% of the entire shopping center could be used for restaurant uses. At that small percentage, there would only be 4 parking stalls per 1,000 square feet since it was a larger development and could absorb the parking. If it goes beyond more than 10% of the space dedicated to restaurant uses then they would need to allow for a lot more parking for those restaurants. Ms. Jones further explained 10% would be the tipping point and then they apply a 14 parking stall per 1,000 square feet of restaurant area to the plan. It was something to think about for this development. She questioned if they wanted to limit the total percentage of restaurant space to create some certainty. She mentioned there could be other options in other communities. Mr. Moreno agreed to check.

13. Request material and color details of all trims and accent features.

Mr. Moreno confirmed they submitted complete floor plans and elevations of all sides of the buildings prior to the hearing but agreed to resubmit new plans and bring material samples to the next meeting.

14. Determine if rooftop units will be visible.

Mr. Moreno confirmed the rooftop units would not be seen. They have a 4' parapet wall and the site lines are such that the rooftops would never be seen. Ms. Jones asked that they provide site line drawings. Mr. Moreno stated they were originally provided but would resubmit them. Chairman Ruffatto mentioned there had been concerns of the height of the parapet wall.

Mr. Moreno agreed to work on the other items with the civil engineer.

Mr. William Elliott, Landscape Architect addressed the issues from the Staff Report. He provided some color renderings.

Mr. Elliott referred to the site plan. He stated there were 13 existing trees. They will remove 9 of

the 13 trees leaving 4 trees. They will leave 2 of the conifers and 2 deciduous trees by the pocket park. There is a lot of debris on the east property line. There are some large evergreens on the south end that need to be removed.

Mr. Elliott stated there were approximately 30 trees on the site plan. They are adding a lot more than what is existing on the site.

Mr. Elliott referred to the access to the pocket park. They designed a small area with a winding path that goes around existing trees and daylilies into the public walk that would allow access to the park on the corner or continue north on Northgate. He indicated on the north end of the pocket park a small bike rack in the preliminary stage. Mr. Elliott mentioned his concern as the drive-through parking exit goes right by the space. He wanted to focus the entrance and exit at the pocket park into one place. He indicated a low railing along the drive on the pocket park with one opening. He referred to some understory plants that were indicated in the parking areas. He explained he was reluctant to use a lot of perennials since they were high maintenance but agreed to review. He referred to the daylilies in the pocket park that didn't require much work. Mr. Elliott stated they would define the flowering shrubs in the final plans. He expressed concern that they don't go higher than a vehicle.

Mr. Hein agreed it was a small site but mentioned the people hired for the project were familiar with the area and were hired for that reason. He stated they were not causing a problem by building the shopping center and were not creating an issue with the traffic flow. He referred to the existing issues on Northgate and felt something needed to be done with the Town Center.

Mr. Hein referred to the traffic study which mentions the following:

- The proposed development only increases the traffic traversing the intersection of Dundee and Northgate by approximately 2-3% during peak hours.
- The traffic from the development would not have a significant impact on the area roadways.
- Providing access off of Dundee Road and Northgate Parkway would be adequate and accommodate the development generated traffic and would ensure that an efficient and flexible access was provided for both phases of the development.
- The drive-through lanes will provide stacking for 8-9 vehicles.
- The development would provide a sufficient number of parking spaces to accommodate the projected parking demand.

Chairman Ruffatto wants to ensure the correct site plan is used for the traffic study and not in a draft form.

Commissioner Powers is interested in seeing the traffic study. He referred to the left turn onto Northgate Parkway and felt it would be OK if they restriped the street. He would not want to exit the Dundee Road Drive at peak time to go east. He felt the turn would be impossible.

Commissioner Powers questioned the location of the trash enclosure. Mr. Moreno noted the location on the plan. He confirmed the height of the trash enclosure as 6'. Commissioner Powers questioned if there would be any site line issues with the potential development from the east. Mr. Moreno

explained the Plan Commission had previously suggested the location.

Commissioner Powers referred to the landscape plan. He suggested adding some ornamental grasses. Mr. Elliott agreed it was an easy addition. He agreed a final landscape plan would be provided to the Commission with the final site plan. It will include grasses, ornamentals and perennials.

Commissioner Powers requested the irrigation also be included on the plan. Mr. Elliott explained the irrigation could be tricky on some of the islands. Mr. Elliott referred to a vault located in the pocket park on the southwest corner. Mr. Goetzelmann confirmed the Village currently irrigates the pocket park. He was unsure of the specifics of the vault. Mr. Elliott explained they had not yet discussed irrigation but would address it if it was a requirement.

Commissioner Powers referred to the storm water detention on the north and east sides of the property. Mr. Goetzelmann explained they needed to deal with the storm water detention and the compensatory storage for flood plain fill. They were asking for a Village credit for the compensatory storage that is available at Heritage Park. The floodplain occupies quite a bit of the site but was very shallow (average 4”).

Commissioner Powers referred to Mr. Goetzelmann comment about maintaining the bank in the drainage ditch. He asked for an explanation. Mr. Goetzelmann explained the proposed development did not necessarily impact the stream bank stabilization but when water erodes the stream bank it could encroach onto their basin. Properties along the Buffalo Creek have suffered erosion and some stream bank stabilization needed to be done. He suggested doing it at the start to prevent future erosion. Commissioner Powers asked for an explanation. Mr. Anderson explained the compensatory storage for the floodplain fill is already provided in the Wheeling drainage ditch which has been expanded with Heritage Park. For the storm water detention, all of the service area of the site gets routed into the storm water basins that are proposed on the site. Once it is in there it is released into the Village’s storm sewer system which goes into the creek.

Commissioner Powers referred to the comment about the design of the buildings to be viewed from multiple sides. He was looking for different elevations in the packet. He asked how the northern most building would look from Northgate Parkway. Mr. Moreno explained building number two would be very similar. It would have the same materials, spacing, base size but deeper and essentially the same. The fronts and backs of the buildings would appear the same.

Commissioner Powers expressed a concern about the amount of light for the drive-through lane on the north side of building two. He felt there was a lot of light at the property line at the end of the parking lots but the light seemed to go down when encroaching the building. He suggested that it be reviewed. Mr. Anderson agreed to add some building mounted lighting.

Commissioner Zangara referred to the paved area in front of both buildings. He suggested adding planter boxes within the paved area. Mr. Moreno agreed there would be four planter boxes.

Commissioner Zangara felt the bike racks should be located closer to the buildings.

Commissioner Zangara questioned the objective. He asked if the greater concern was getting people from Dundee Road or from Northgate Parkway. Commissioner Zangara felt Northgate Parkway would be the featured entrance and would have better circulation. Mr. Hein explained they were looking to get most of the traffic from Dundee Road. He explained there was a sizeable amount of traffic going down Northgate Parkway but only during peak hours. He explained they need to get the eastbound traffic back onto Dundee Road or they would lose some of the bigger vendors. Mr. Hein felt the setup was very similar to the Market Square shopping center.

Commissioner Zangara questioned if the monument sign would be better served being located closer to the Dundee Road entrance. Chairman Ruffatto suggested adding another one.

Commissioner Zangara's biggest concern was if they needed to put the drive-throughs in immediately. He suggested landscaping the area right now knowing they could always put it in.

Commissioner Zangara referred to the visibility of the rooftop unit. He questioned if someone in a car could see the rooftop unit from the bridge.

Commissioner Issakoo referred to the trash enclosure. He questioned if there could be a centralized location that both buildings could use in the area where the Northgate Parkway entrance was going through.

Commissioner Issakoo expressed concern regarding the walkways and walking directly in front of the drive-through lane in order to get to a restaurant.

Commissioner Issakoo referred to the deep dead end that Staff identified in the south building. He questioned if someone turned right from Dundee Road and wanted to park immediately to the west of the south building and then all the lots were full and the people were going through the drive-through what would the person do. He felt it was a serious issue.

Commissioner Issakoo referred to the need of relief from the green space requirement. He was not sure what the 1% relief would amount to and how difficult it would be.

Commissioner Johnson thought they would need another bike rack near the north building.

Commissioner Johnson felt crosswalks would be needed across either or both drive-throughs.

Commissioner Johnson questioned if the change of the use of the property required IDOT to do anything about the entrance. Mr. Goetzmann explained if any modifications were done in the IDOT right-of-way they would need to require an IDOT permit. He was unsure about a change of use.

Commissioner Johnson expressed a concern regarding the dead end in the south parking lot.

Commissioner Johnson questioned if the site plan took into consideration the changes being made on

Dundee Road. Ms. Jones explained it was also a Staff concern. There were some modifications to the roadways in relation to the plans for the Town Center and Community Blvd. Mr. Goetzmann explained they would widen both lanes from the current curb line and would be go back about 3' all the way to the Northgate Parkway intersection to the Fire Station. Ms. Jones thinks there were some changes on Dundee Road with regard to the Town Center. She will make sure the petitioner incorporates the plans into their site.

Commissioner Johnson referred to a left turn from west bound Dundee onto Northgate as part of the Town Center. He questioned if the left turn would be lengthened. Mr. Goetzmann explained it was too early to tell.

Chairman Ruffatto did not agree that Wheeling and Dundee Roads were similar to Northgate and Dundee Roads. He felt they were vastly different because Northgate was the main road to get to Wheeling from Lake Cook Road.

Commissioner Johnson felt traffic varied from day to day so the two day traffic study could be vastly off. He also mentioned the construction project on Dundee and Elmhurst which may have diverted some traffic off of Dundee Road. He thought the traffic on Dundee Road had been lighter because of it. He mentioned the traffic study focused on a donut/coffee shop and didn't mention anything other business. He was unsure if they took a good look at how the site was actually going to be used. The railroad was listed on the wrong side.

Commissioner Johnson's concern was getting people out of the center and not into the center.

Chairman Ruffatto expressed a major concern with the left turn out on Dundee and Northgate Parkway.

Chairman Ruffatto felt the parking configuration needed to be done at this time.

Chairman Ruffatto questioned if the bike rack was going to be on Village property. The petitioner confirmed it was not on Village property.

Chairman Ruffatto referred to the parking along Dundee Road. He questioned if there would be shrubbery that would shield the lights from the parking lot. Chairman Ruffatto mentioned quantities and calipers were needed. Ms. Jones explained it could be provided at final PUD.

Chairman Ruffatto questioned if the Plan Commission was required to know about the compensatory storage credit at final. Ms. Jones explained it should be reflected in their plans.

Chairman Ruffatto referred to the back sides of the buildings. He suggested adding some architectural design to them. Mr. Moreno explained the backs were not that different from the fronts. They have two different uses of material, limestone detailing, awnings, signage, gutters/downspouts and interested shapes as it wraps around the corner.

Ms. Jones reviewed the following list of suggestions from the Plan Commission.

**Findings of Fact and  
Recommendation**

**DOCKET NO. 2016-15**

- Demonstrate safe pedestrian circulation and access;
- Adjust the low light areas on the photometric plan;
- Incorporate Dundee Road and Northgate Parkway improvements from the Community Blvd. signalization and Wheeling Town Center plan into the proposal;
- Consider additional monument signs;
- Consider placing bike racks closer to the buildings;
- Dress up the rear of the buildings;
- Updated traffic study must reflect the proposed site plan and respond to all of Staff and Plan Commission's traffic concerns;
- Address all variations requested.

Chairman Ruffatto referred to Page 3 in the Staff Report concerning Code relief to 24% from 25%. He explained a variation would be needed if those were the correct numbers. He doesn't know if it could be adjusted so a variation wasn't needed.

Commissioner Issakoo moved, seconded by Commissioner Powers to continue Docket No. 2016-15 to August 25, 2016.

On the roll call, the vote was as follows:

AYES: Commissioners Issakoo, Johnson, Powers, Ruffatto, Zangara  
NAYS: None  
ABSENT: Commissioners Dorband, Sianis  
PRESENT: None  
ABSTAIN: None

There being five affirmative votes, the motion was approved.

**AUGUST 25, 2016 PUBLIC HEARING**

Commissioner Issakoo moved, seconded by Commissioner Dorband to continue Docket No. 2016-15 to September 22, 2016.

On the roll call, the vote was as follows:

AYES: Commissioners Dorband, Issakoo, Johnson, Powers, Ruffatto, Sianis, Zangara  
NAYS: None  
ABSENT: None  
PRESENT: None  
ABSTAIN: None

There being seven affirmative votes, the motion was approved.

**SEPTEMBER 22, 2016 PUBLIC HEARING**

Commissioner Dorband moved, seconded by Commissioner Powers to continue Docket No. 2016-15 to October 13, 2016.

On the roll call, the vote was as follows:

AYES: Commissioners Blinova, Dorband, Johnson, Powers, Zangara  
NAYS: None  
ABSENT: Commissioners Issakoo and Ruffatto  
PRESENT: None  
ABSTAIN: None

There being five affirmative votes, the motion was approved.

### **OCTOBER 13, 2016 PUBLIC HEARING**

Chairman Ruffatto called Docket No. 2016-15 on October 13, 2016. Present were Commissioners Blinova, Dorband, Issakoo, Johnson, Powers, Ruffatto and Zangara. Also present were Brooke Jones, Senior Planner, Mallory Milluzzi, Village Attorney, Ron Antor, Fire Inspector and Kyle Goetzelmann, Civil Engineer.

Mr. Bill Hein, 370 W. Dundee Road, Wheeling, Mr. Michael Anderson, Haeger Engineering, 100 E. State Parkway, Schaumburg, IL, Mr. Hernando Moreno, Architect, Chicago Workshop Architects, 27740 North Hickory, Island Lake, IL and Mr. William Elliott, Landscape Architect, 765 Old Mill Grove Road, Lake Zurich, IL were present and sworn in.

Mr. Hein reported the proposal contains no variations except for the special use for a restaurant if needed in the future.

Mr. Hein asked the Commission to waive the preliminary plat and go to the final plat this evening. He explained time was important for this project and they were hoping to do some work this year.

Ms. Jones asked Mr. Hein to address the changes that were made.

Mr. Anderson explained the principle changes to the site were to the circulation into the site and externally. The original version contained several conflicting internal circulation areas which were addressed by improving the circulation around the buildings through the site into more of a regular configuration. One of the previous comments from Staff regarding the access on Northgate Crossing was to consider moving it further north to increase the separation from Dundee Road. They shifted it further north. The further north the access is, the better the site distance is because Northgate Parkway rises to cross the creek. The proposed location is as far north as it can go without impeding the floodway area and provides the best site access for cars entering and exiting the site. The access on Dundee has remained. The previous version had two lanes exiting the property and now there are three (a right turn in, left turn out and right turn out). The access is under IDOT's control since it is part of Dundee Road. They have submitted the plans to IDOT and waiting to hear back from them.

They fully accept that it would be IDOT's call on whether a left turn into the site would be permitted. They are currently showing the ability for a left turn in but it is entirely up to IDOT if it's not feasible.

Mr. Anderson referred to the fire access around the site. The previous plan had no western access drive nearest Northgate Parkway so there was no full circulation around the southern building. It has been corrected so there is circulation all around. The initial submittal showed a truck coming in eastbound on Dundee and meandering through the site. Part of the Fire Department's comments asked for the additional movements to be shown. They have demonstrated that a fire vehicle can maneuver through the site.

Mr. Moreno referred to the architectural site plan. One of the Plan Commission's previous concerns was that there was no coherent pedestrian pathway around the buildings. From the vestibule patio area a pedestrian can easily crossover on to the pavement from Building 1 continue on the pavement and cross over to the second building and wrap around the building.

Mr. Moreno referred to the previous concern about adding tenant signs at the entryways. He confirmed there would be one main sign that designates the center along with tenant signs at each entry.

Mr. Moreno mentioned the central trash area was now located in the island adjacent to the drive-thru. The window for the drive-thru has been changed to go to the north.

Mr. Moreno mentioned there were loading areas to take care of the service entrance to the back of building one and a loading area to take care of building two. Bike parking has been added adjacent to both buildings.

Mr. Moreno confirmed there will be 24" x 24" planters that will be placed in front of the buildings and are shown on the plans. The back of the buildings have a cedar fence that screens the gas and electric meters.

Mr. Moreno referred to the concern for more aesthetic consideration to the rear elevation. Awnings and windows have been added to the back to make it more interesting.

Mr. Moreno referred to the rooftop units. He confirmed a 30" parapet has been added so the rooftop units won't be seen from Dundee Road.

Mr. Moreno confirmed the trash enclosure is 6' high and will be the block veneer stone with a painted metal cev to tie it into the building.

Mr. Moreno referred to Building 2. It will have a very similar scheme with end cap units that wrap around similar to building one with the same elements.

Mr. Moreno provided samples of the building materials at the meeting. The veneer is gray block and will be used for the base. Alternating split face and smooth by Prairie Stone in Bamboo color.

Mr. Elliott reported that the landscape tries to inform the public that there are trees, groundcovers, lawn and perennials. In front of building one there are four planters on either side and two planters on either side on building two. The planters are in place of cutouts along the building in the paving which can become difficult to maintain. The planters will be on standards to provide the best visibility for drivers and pedestrians.

Mr. Elliott referred to the trash enclosure that will provide color and interest with shade trees, shrubs and ground covers. The trash enclosure will be surrounded by a viburnum which would eventually get to the height of the trash enclosure. There are two red maple shade trees that hopefully can be saved on the southwest side and two evergreens along the parking areas. If they can't be saved they will replace them.

Mr. Elliott referred to the large east west leg between the two buildings that will contain a couple of trees and smaller ornamentals. The only evergreens currently on the site are the two large evergreens slated to remain. He explained he proposed primarily small shrubs to provide visibility over and under and would help breakup any car lights at night.

Mr. Elliott explained he tried to reduce maintenance. He is proposing a 3-foot band of gravel along each parking area as an overhang from the curb to prevent damaging any of the landscaping. They continued with the small paving area in the lower southwest corner into the public area.

Mr. Hein reported that the site had always been serviced by Dundee Road so the main use of ingress egress onto the site will be by Dundee Road.

Mr. Hein referred to the irrigation. He confirmed they were not irrigating the site since it was a very large site with open space. They will use mechanical and portable means for irrigating the property. He mentioned they would be providing irrigation with a low speed vehicle and 200 gallon container similar to the Village of Wheeling and City of Chicago. He explained that a lot of the irrigation systems don't work because of the winters and are high maintenance.

Mr. Hein felt there was a good flow of traffic. There is an alternate plan if they don't build building two. He felt there was adequate parking with more than enough parking for the amount of building.

Mr. Hein stated the retail business was soft but was coming along. He felt there was a need for new development. He mentioned a lot of the older developments had gotten into a stage of decline with the values going down. The new buildings were picking up the slack.

Chairman Ruffatto questioned if they were incorporating a parking model similar to the Westin. Mr. Hein explained each retailer had a high and a low point relative to the use of a building. Some businesses are garnered to having more traffic in the evening and some are morning traffic. He said they wanted to make sure there was enough parking for the type of business they were putting into the center. They did it at North Star Plaza which has limited parking and it worked out well. He said there was enough land and he didn't see any business that would take up all the parking. He felt there was adequate parking. They reduced the second building to 7,000 square feet from 9,000.

No one from the audience came forward.

Commissioner Issakoo questioned if the businesses in Building One by the drive-thru had a rear door to take their trash out. Mr. Moreno referred to the service doors for building one and the sidewalk that goes around and crosses over. Commissioner Issakoo questioned if there was any concern that it would inconvenience the tenants and was there a way to alleviate it. Mr. Moreno explained they could put doors on the other side but then they would be fighting the drive-thru traffic. Commissioner Issakoo preferred a more convenient access. Commissioner Issakoo felt there should be a way to go directly across to get the trash to the trash enclosure. He questioned if the proposed setup was standard. Ms. Jones felt the proposed was safer than what Commissioner Issakoo was proposing. Mr. Goetzelmann agreed with Ms. Jones even though it was less convenient.

Commissioner Issakoo felt the proposed flowed a lot better. He expressed concern with a left turn lane going east on Dundee Road. Mr. Anderson explained the proposed for westbound traffic on Dundee that will turn south into Town Center on Northgate Parkway was to expand the left turn lane that would push the storage east. They are waiting to hear from IDOT. Chairman Ruffatto asked for Engineering's input. Mr. Goetzelmann confirmed it was more of an IDOT issue. He thought a traffic study would also be needed. Mr. Goetzelmann stated that their preliminary discussions from IDOT suggested specifically that a left in was not likely based on the extended turn lane for Wheeling Town Center. He questioned if the petitioner submitted a full access entrance to IDOT. Mr. Anderson confirmed he did. Regardless of whether they allow a left turn in from Dundee they would still be asking for a left turn out to be allowed. Commissioner Issakoo expressed a concern with a left turn out. He felt it would be a dangerous concern on a very busy street and would cause a lot of issues for the flow of the site and the traffic on Dundee.

Commissioner Issakoo expressed concern for another strip mall in Wheeling. He saw a lot of vacant buildings. He asked the petitioner to explain the need. Mr. Hein stated they go across Dundee Road several times a day from their business. He worked at Century 21 in the same location and he felt the traffic on Dundee had not changed very much. He explained there would be customers going to their site because of the type of businesses in the center. They will make left turns out of the center regardless. He mentioned he sees people turning left out of Lynn Plaza when no left turns are allowed on Dundee Road. He was not concerned that people would not visit the center because they couldn't get in. He expressed concern of not having the right mix of retail in it. Commissioner Issakoo questioned what gives him the confidence that retailers will want the product. Mr. Hein explained they were getting ample calls at this stage with people interested. Most retailers don't look at centers until they were built. He is satisfied.

Commissioner Johnson commended the petitioner for improving the flow. He referred to the fence mentioned in the report. Mr. Moreno confirmed there was no fence proposed for this site. He felt the paragraph it was mentioned in was just standard verbiage.

Commissioner Johnson mentioned the report referred to two drive-thrus. Mr. Moreno confirmed they eliminated the second drive-thru. Ms. Jones apologized that the paragraph on page 4 was not updated to reflect the current plans.

Commissioner Johnson referred to the double doors included on the plans for unit B. Mr. Moreno explained it was the cedar screening in front of the gas and electric meters and not doors.

Commissioner Johnson questioned why there were bathrooms on opposite ends of the end units. Mr. Moreno explained it was in case the tenant wanted to subdivide units H or E so they could each have a bathroom.

Commissioner Johnson questioned if there were pavers around all of the building. Mr. Moreno confirmed there were pavers around the buildings.

Commissioner Johnson referred to the average income listed of \$100,000+ within 3 miles of the development. He mentioned the income listed on the Village of Wheeling's website at mid \$50,000s. He felt the number was very inflated. Mr. Hein was unaware of where they got the information. Chairman Ruffatto noted that 3 miles also included Northbrook, Deerfield, Buffalo Grove and Mt. Prospect. He agreed the average seemed high.

Commissioner Dorband questioned if they were doing both phases at the same time. Mr. Hein confirmed they were definitely not doing them at the same time.

Commissioner Dorband referred to the irrigation and the Village's Code requirement. She mentioned that an irrigation system would be required for the site. Mr. Hein explained they would ask for a relief from the Code in the PUD. Chairman Ruffatto explained the Commission was usually in favor of irrigation but he would take a poll. Commissioner Dorband explained her rationale was because the property was a very important piece of property and visible. She referred to the petitioner's argument that irrigation systems breakdown and reputed that there was also the argument that they don't breakdown and work well. She has an issue with not irrigating the whole area.

Commissioner Dorband referred to the eastbound turn on Dundee Road. She felt it was a nightmare waiting to happen.

Mr. Hein understood irrigation was important. He felt the very large property would need more than sprinklers to maintain it. He felt it would also take some manpower. He confirmed they would have sufficient manpower to keep it irrigated. Chairman Ruffatto disagreed that the property was not large and was mostly asphalt. He mentioned there were larger properties in the Village that were irrigated.

Commissioner Zangara referred to the pedestrian walkway at the corner of Northgate and Dundee. He thought it was great. He noticed they striped one of the parking spaces and suggested adding a curb and sidewalk to make it a little nicer. Mr. Moreno agreed.

Commissioner Zangara questioned if the drive-thru was two lanes wide. Mr. Moreno confirmed it was one lane. Commissioner Zangara thought the plan looked like there could be cars side by side. Mr. Anderson confirmed it was 12' wide.

Commissioner Zangara referred to the trash enclosure. He agreed with Commissioner Issakoo's suggestion and felt when the tenants would bring out their trash they drive-thru would not be in use. He suggested putting a crosswalk with striping so they didn't need to walk around. He didn't think they would be taking out trash frequently.

Commissioner Zangara liked the loading area. He referred to the sidewalk to the north by the second building and questioned why there couldn't be a side loading on the second building since it looked wide enough. The parking spaces could then be added back in. Mr. Moreno agreed it could be done but explained that was where the service doors were located for those units. Commissioner Zangara explained three more parking spaces would be gained. Chairman Ruffatto asked for further explanation. Commissioner Zangara referred to the three spaces for building two that were removed for loading. He wanted to see those parking spaces and then on the north end of the building put the loading dock where there is a paved area and green area. Commissioner Zangara questioned the distance between the building and the curb. Mr. Anderson stated it was about 15'.

Mr. Boris Stratievsky, property owner preferred not to have vegetation for the safety of a child running out.

In reply to Commissioner Zangara's question, Mr. Anderson confirmed the petitioner was putting in the three parkway trees on Dundee Road. Commissioner Zangara liked the landscape plan but doesn't want the trees because the monument sign will not be seen when the trees mature. He suggested lower shrubs. Mr. Elliott would prefer if Wheeling would permit lower trees instead of the shade trees.

Commissioner Zangara was not in favor of having tenant signs in the parking lot.

Commissioner Zangara referred to the trash area island. He suggested replacing it with 8 to 10 parking spaces for employees with landscape around it. Chairman Ruffatto will take a poll. Commissioner Powers questioned if it could be land banked.

Commissioner Zangara questioned if the trash enclosure was large enough for two buildings. Mr. Moreno agreed it would need to be a little larger in the final drawings.

Commissioner Powers questioned if the location of the north entrance on Northgate Parkway on the plans was the correct location. Mr. Elliott confirmed it was correct. Commissioner Powers thought it sloped into the parking lot by about 4'. Mr. Anderson agreed it would be a gradual slope.

Commissioner Powers questioned if the Commission was approving building one and two at this time. Ms. Jones confirmed the petitioner was proposing an interim plan so it can be a phased development. It is very likely they will only have one building for at least a certain amount of time. They will construct it as shown on the interim plan. If and when there is the market for the second retail building all they will need to do is build the remaining space. She confirmed the plan with both buildings and the interim site plan were all being approved at this time.

Commissioner Powers questioned if the petitioner could ask for another drive-thru for the second building. Ms. Jones explained they could always come back for an amendment to the PUD. They would not need to return for approval to build the second building. If they wanted to modify it, they would need to return and amend their PUD.

Commissioner Powers questioned if the engineering had been provided for site distance analysis for Northgate Parkway. Mr. Anderson stated they hadn't submitted it to the Village but had done it internally and evaluated but hadn't submitted it yet. Commissioner Powers questioned if it was needed for final PUD. Ms. Jones explained they could ask for it at final PUD since they want to see the evidence. Mr. Stratievsky explained it was done originally because of the turn being at the middle of the parcel. The entrance has now been moved away from it to alleviate the problem. Mr. Stratievsky agreed to bring the study in but explained it was no longer needed because they wanted the entrance to be much closer to Dundee. Ms. Jones explained it was still needed since Engineering was requesting it for safety.

Commissioner Powers questioned when a traffic study would be done. Mr. Goetzelmann explained that there isn't a traffic study for the proposed configuration. It should include whatever IDOT approves for the access off of Dundee Road.

Commissioner Powers questioned if the proposed turning radius was adequate for the Fire Department. Mr. Antor explained they had looked at it and was very marginal but it met the requirements. It is based on the fire apparatus being as close as it can be to the center line of Northgate Parkway and making the turn exactly as it is shown. He further explained in reality with people driving the fire apparatus a small distance over what the turning radius drawing provided could impact it going into the little island by building two. He was unsure if there were some modifications that could be made to tweak it and maybe eliminate the first parking space. They are showing it could be made in a perfect scenario.

Commissioner Powers questioned if the turning radius was based on the largest truck in the fleet. Mr. Antor confirmed it was the standard pick on the auto CAD program so it was probably not 100% based on their apparatus but it would be close. Ms. Jones explained it could be adjusted at final PUD review.

In reply to Commissioner Powers' question, Mr. Antor agreed he was OK with the proposed 30' parapet. He said it was common.

Commissioner Powers questioned how the Westin parking agreement fit into the proposed development. He questioned if the Westin parking agreement was recorded with the PUD. Ms. Jones explained they were not enforcing the parking agreement for the Westin but would be approving the framework. The framework is 5 parking spaces per 1,000 square feet for retail or service uses and 10 spaces per 1,000 for restaurant uses. Ms. Jones reported that Staff believes the tipping point is approximately a maximum of 5,500 square feet of a restaurant use without a variation.

Commissioner Powers referred to the lighting plan. He felt the lighting toward the building was

decreased. He questioned if the photometric plan took into account the type of lighting on the exterior of the building. Mr. Moreno explained it was provided by the manufacturer of the parking lot lights. He offered to ask the lighting manufacturer to add in the exterior lighting fixtures for the photometric plan.

Commissioner Blinova felt it was going to be a great addition to the Village. She was not concerned with the left turn on Dundee Road since there was a lane in the middle for cars to wait until they completed the turn.

Chairman Ruffatto referred to the Pace bus stop on the north side that was mentioned during the Wheeling Town Center meeting. Mr. Elliott was not aware of the bus stop. Chairman Ruffatto questioned if Staff could contact Pace. Mr. Goetzelmann explained that IDOT would be aware of it.

Chairman Ruffatto referred to exhibits 3, 14 and 16 and the access to the property to the east. He questioned if there was going to be cross access or if it should be removed from the plans. Mr. Anderson explained it's based on this site plan and where the cross access locations could be. Ms. Milluzzi wasn't sure if there was an issue with having it on the plans since it is not saying it is permitted. Chairman Ruffatto questioned if it needed to be included. Ms. Milluzzi confirmed it was not binding since it's on another property.

Chairman Ruffatto referred to exhibit 9 and the possibility of subdividing the end units. He felt it was probably not a good idea to have the loading zone with the possible subdivision. He felt keeping the loading zone in its current location would give them more flexibility if something happened to building two.

Chairman Ruffatto felt the current plans were a huge improvement from the previous plans.

Chairman Ruffatto wants to find out IDOT's response about the left turn lane on Dundee Road. He is not in favor of a left turn lane.

Chairman Ruffatto questioned if the proposal had been submitted to IDOT. Mr. Anderson confirmed they had submitted it more than two months ago. He confirmed they had submitted the previous plan. Chairman Ruffatto questioned how IDOT becomes aware of the Pace bus stop. Mr. Anderson explained when they submit it goes to their dedicated permit section and they coordinate the permit requests.

Chairman Ruffatto asked Commissioner Zangara if he was in agreement with removing the possible change of location for the loading dock. Commissioner Zangara was in agreement after hearing the evidence presented.

Chairman Ruffatto took a poll about requiring an irrigation system.

Commissioner Johnson: in favor

Commissioner Blinova: in favor

Commissioner Powers: in favor

Commissioner Dorband: in favor

Commissioner Issakoo: not in favor  
Commissioner Zangara: in favor  
Chairman Ruffatto: in favor

The majority of the Commission (6:1) was in favor of requiring an irrigation system.

Chairman Ruffatto referred to Commissioner Zangara's recommendation to add parking on either side of the trash bin to the north of building one instead of landscaping. Mr. Moreno felt it would be very tight and felt the landscaping would be aesthetically nicer and the parking wasn't needed. Chairman Ruffatto felt the landscaping was affective and aesthetically pleasing.

Chairman Ruffatto questioned what should be done with IDOT. Mr. Goetzelmann suggested waiting to see their comments before going into final PUD. Chairman Ruffatto informed the petitioner there would be a preliminary PUD and then a separate final PUD. Chairman Ruffatto questioned when it would go before the Village Board. Ms. Jones stated it would go to the Village Board in early November and could go back to the Plan Commission in early December for Final PUD. Mr. Anderson confirmed they will have IDOT's response no later than December. Chairman Ruffatto asked if a condition could be added to not allow a left turn lane regardless of what IDOT says. Ms. Milluzzi wants to see the response from IDOT and the traffic study before adding a condition.

Commissioner Johnson questioned if they could move the trash enclosure to the east and line it up with the back of building two which would make it easier access and brings it closer to the far corner restaurant. Mr. Moreno agreed it could be done. Mr. Goetzelmann questioned the functionality of having it in the middle. He suggested moving it to the east. Ms. Jones reminded the Commission that the petitioner still needs to discuss it with Waste Management. Ms. Jones mentioned if they reduced the landscape they may go below the threshold for the green space requirement.

Ms. Jones asked if the Commission wants the condition regarding the pedestrian access point to the corner plaza with curbing and landscaping. Commissioner Zangara suggested curb and pavers. Commissioner Johnson suggested also adding another access from the Dundee side. Ms. Jones noted it was on Village right of way. Commissioner Johnson questioned if the Village would consider it. Ms. Jones explained it would be up to the Village Board.

Commissioner Issakoo moved, seconded by Commissioner Zangara to recommend approval of Docket No. 2016-15; PRELIMINARY Review of Special Use-Site Plan-Building Appearance for Dundee Commons Planned Unit Development, consisting of two one-story retail buildings with one-drive through restaurant each, as required under Chapter 19-05, Mixed-Use and Overlay Districts, Chapter 19-09 Planned Unit Developments, Chapter 19-10 Use Regulations, and Chapter 19-12 Site Plan Approval Requirements, as shown on the following plans/exhibits submitted on October 5, 2016 for the Dundee Commons Planned Unit Development to be located on the property currently known as 430 W. Dundee Road, Wheeling, Illinois:

- Title Sheet (pg. 1)
- Project Narrative (pg. 2)
- Vicinity Plan (pg. 3)

**Findings of Fact and  
Recommendation**

**DOCKET NO. 2016-15**

- Architectural Site Plan and Site Statistics (pg. 4)
- Building 1 Floor Plan (pg. 5)
- Building 1 Elevation Plan – South & North (pg. 6)
- Building 1 Elevation Plan – West & East (pg. 7)
- RTU and Trash Enclosure Plan (pg. 8)
- Building 2 Floor Plan (pg. 9)
- Building 2 Elevation Plan – West & East (pg. 10)
- Building 2 Elevation Plan – South & North (pg. 11)
- Engineering Title Sheet (pg. 12)
- Existing Conditions Plan (pg. 13)
- Site Geometry Plan (pg. 14)
- Site Grading and Erosion Control Plan (pg. 15)
- Site Utility Plan (pg. 16)
- Fire Truck Maneuvering Exhibit (pg. 17)
- Existing Conditions Landscape Plan (pg. 18)
- Overall Landscape Plan (pg. 19)
- Landscape Details (pg. 20)
- Photometric Plan (pg. 21)
- Interim Site Plan (pg. 22)
- Market Analysis (pgs. 23-25)

And with the following conditions of approval:

1. Provide a traffic study to address site distance analysis for the Northgate Parkway entrance and IDOT’s comments regarding access to and from Dundee Road;
2. The curbing and landscaping shall be adjusted to provide the truck turning access at the northwest corner of the site;
3. The building mounted light shall be addressed in the photometric plan;
4. The specifications for lighting standards and fixtures shall be provided;
5. A landscaped irrigation plan shall be provided per Code; and
6. Consideration should be provided by the Village with north south access in the Village right of way from the Dundee Road sidewalk to the pedestrian access point at the southwest corner of the site.

On the roll call, the vote was as follows:

AYES: Commissioners Blinova, Issakoo, Powers, Ruffatto, Zangara

NAYS: Commissioners Dorband and Johnson

ABSENT: None

PRESENT: None

ABSTAIN: None

There being five affirmative votes, the motion was approved.

Commissioner Dorband moved, seconded by Commissioner Johnson to close Docket No. 2016-15. The motion was approved by a voice vote.

**Findings of Fact and  
Recommendation**

**DOCKET NO. 2016-15**

Respectfully submitted,



---

Jim Ruffatto, Chairman  
Wheeling Plan Commission/  
Sign Code Board of Appeals

**DISTRIBUTED TO THE COMMISSION 10.21.2016  
FOR APPROVAL ON 10.27.2016**

## **Dundee Commons – 430 W. Dundee Road**

**Docket No. 2016-15** (Preliminary Planned Unit Development Approval for Retail Use in the MXT District)

Plan Commission Meetings – July 28, 2016 and October 13, 2016

Village Board Meeting – November 7, 2016



**Existing conditions of the vacant property (looking north)**



## EXHIBITS

- 1 BUILDING 1 RENDERING
- 2 PRELIMINARY PUD NARRATIVE- PRELIMINARY LIST OF VARIATIONS REQUIRED- SIGNAGE PLAN
- 3 VICINITY PLAN
- 4 ARCHITECTURAL SITE PLAN - PROJECT STATISTICS
- 5 BUILDING "1" FLOOR PLAN
- 6 BUILDING "1" ELEVATIONS - NORTH AND SOUTH
- 7 BUILDING "1" ELEVATIONS - WEST AND EAST
- 8 BUILDING "1" CROSS SECTION - ROOFTOP UNIT STUDY
- 9 BUILDING "2" FLOOR PLAN
- 10 BUILDING "2" ELEVATIONS - WEST AND EAST
- 11 BUILDING "2" ELEVATIONS - NORTH AND SOUTH
- 12 HAEGAR ENGINEERING TITLE SHEET
- 13 HAEGAR ENGINEERING - EXISTING CONDITIONS
- 14 HAEGAR ENGINEERING - GEOMETRY PLAN
- 15 HAEGAR ENGINEERING - SITE GRADING AND EROSION CONTROL
- 16 HAEGAR ENGINEERING - UTILITY PLAN
- 17 HAEGAR ENGINEERING - FIRE TRUCK MANEUVERING
- 18 EXISTING CONDITIONS LANDSCAPE PLAN
- 19 OVERALL LANDSCAPE PLAN
- 20 LANDSCAPE DETAILS PLAN
- 21 PHOTOMETRIC SITE LIGHTING PLAN
- 22 INTERIM SITE PLAN
- 23 MARKET ANALYSIS BY HORIZON REALTY SERVICES PAGES 1 AND 2
- 24 MARKET ANALYSIS BY HORIZON REALTY SERVICES PAGES 3 AND 4
- 25 MARKET ANALYSIS BY HORIZON REALTY SERVICES PAGE 5

Bill Hein  
Project Manager  
*Bill Hein*

**1**

CHICAGO  
WORKSHOP  
ARCHITECTS

Exhibit received October 5, 2016

DUNDEE COMMONS PRELIMINARY & FINAL PUD OCT 1, 2016

# Dundee Commons

## Preliminary PUD Plan Narrative

The project consists of 2 one story buildings with one drive thru restaurant. A possible restaurant may be added in building 2. A special use for the restaurants will be required. The standards established in Title 19 Chapter 9 of the Zoning Code are met. Please look at the Site Geometry Plan prepared by Haeger Associates the plan indicates the Landscape buffers, Building locations, Driveway flows, and ingress and egress.

At the Concept Review Meeting the direction we received asked for placing the access off of Northgate Parkway as far to the north as possible. The Civil Engineer attempted that but the existing Topography would not allow us to move it to the top of the site. There are severe topographical issues. The Grade at the street is 5' above the grade on the property. The access must be slid down to the south. Since the developer's master plan calls for development of parcels to the east of the property possible access road locations are indicated on the engineering plan.

A concern was raised that complete engineering had not been done for the site. The engineering developed by Haeger associates has now been developed. Storm water detention is now shown to the North of the development.

Parking: Much discussion about the adequacy of Parking has been had in previous meetings. Since the Tenant Mix is not known at this time a suggestion of asking for a ratio of Parking Space allocation based on the Westin Hotel was put forth by staff. We petition that the Westin ratio also be applied to this PUD. 10 spaces per thousand square feet for restaurant use and 5 spaces per thousand square feet for Retail use.

As requested by the review a Vest Pocket Park connection is now beautifully accommodated by a paved area adjacent to the site. Please see the Landscape Plan. Two areas for Bike Parking are low indicated for the buildings and they are adjacent to the buildings.

Another suggestion was the use of a centralized Trash Enclosure. We now have moved the trash enclosure to a central location for use by both Buildings. A dedicated Drive Thru lane in building one now has the window for the drive thru located on the North Side. No service trucks will be in the drive thru. Dedicated loading areas are now shown for both buildings.

To alleviate the concern of a dead end as shown in the previous submittal. The site plan has been reworked to eliminate it.

A concern about the Aesthetic quality of building 1 from the "rear" which will be visible to people going to Building 2 has been addressed by adding awnings and windows to this elevation. Utilities are screened with materials that match the building. The trash enclosure utilizes the same materials.

# Dundee Commons

## Preliminary list of Variations from Title 19, 17 and 21

2 buildings on one lot.

Special use for any restaurants that will become tenants. One drive thru at Building "1"

A similar parking ratio allowance as used at the Westin Hotel Development.

Ten cars per 1,000 sq. ft for tenants with Restaurant use.

Five Cars per 1,000 sq. ft. for tenants with Retail use.

# Dundee Commons

## Signage Plan

All signs will conform to Title 21 Village of Wheeling with regards to, backlighting and graphics.

Individual Block lettering will be required. A maximum of 60 square foot will be allowed on each face of a facade that the Tenant leases.

Exhibit received October 5, 2016

DUNDEE COMMONS PRELIMINARY & FINAL PUD OCT 1, 2016

2

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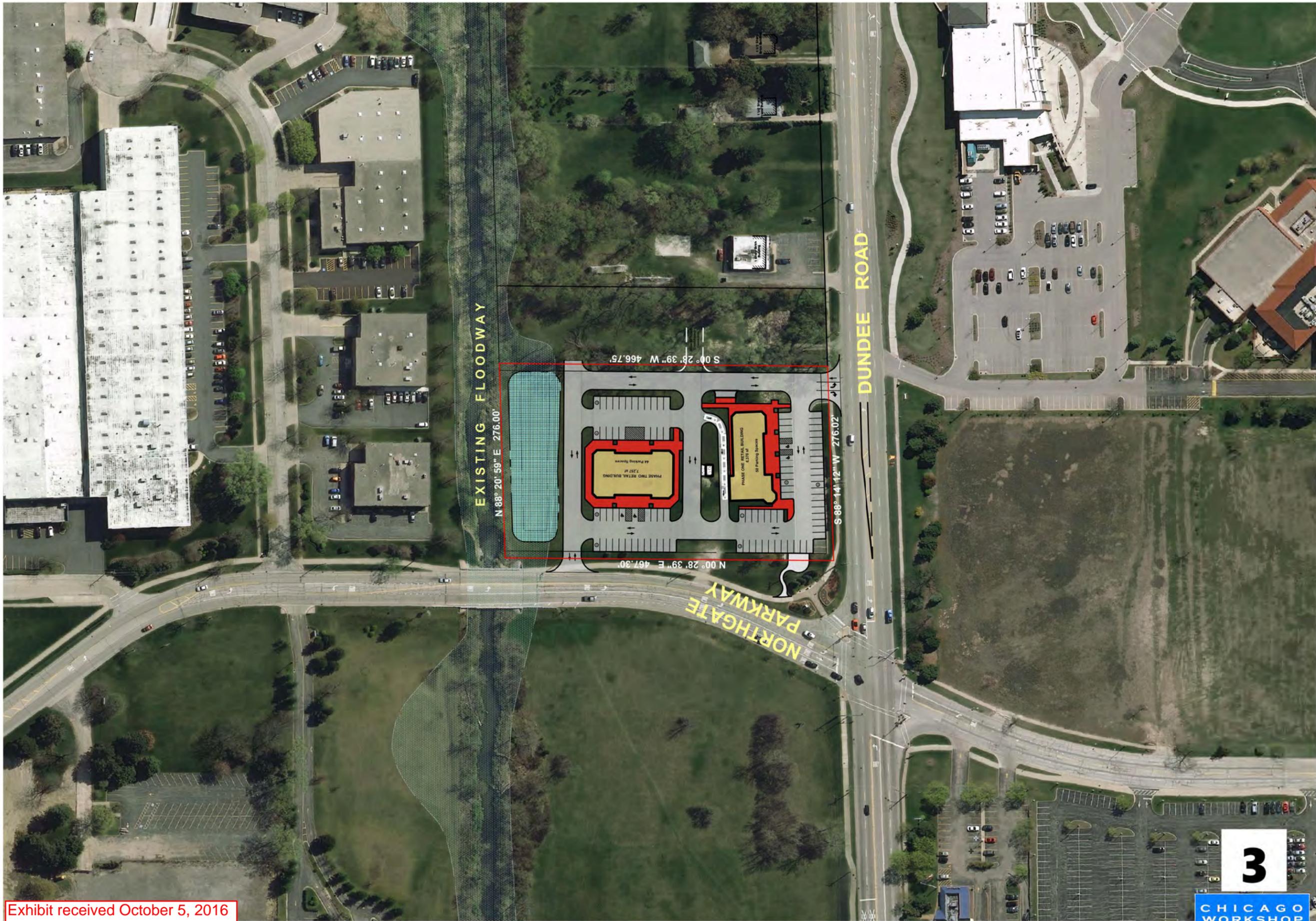


Exhibit received October 5, 2016

3

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0 130

Scale: 1" = 130'

HE HAEGER ENGINEERING

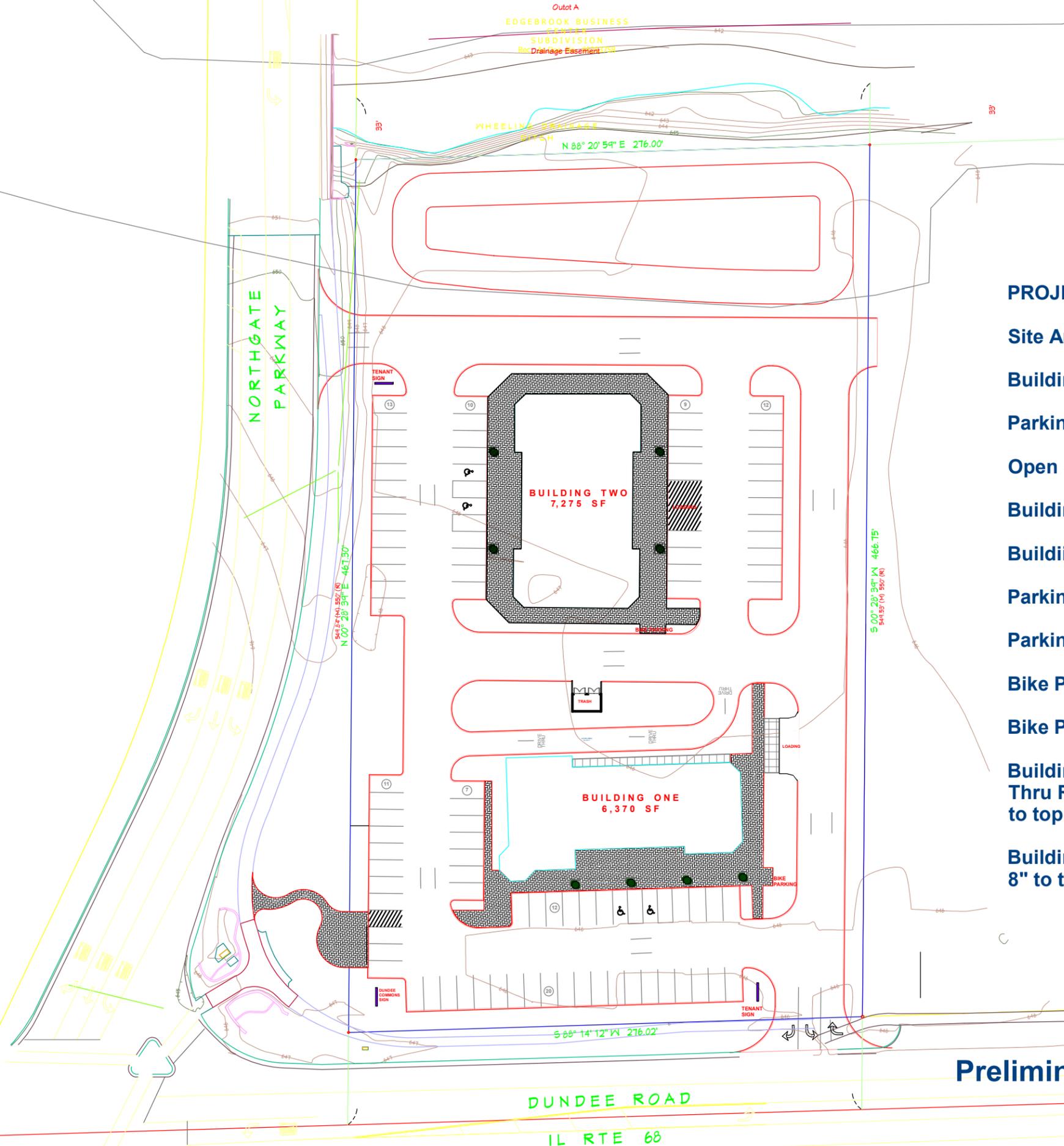
consulting engineers • land surveyors

1304 N. Plum Grove Road, Schaumburg, IL 60173 • Tel: 847.394.6600 Fax: 847.394.6608  
 Illinois Professional Design Firm License No. 184-003152  
 www.haegerengineering.com

PROPOSED SITE  
VICINITY PLAN

DUNDEE COMMONS  
WHEELING, IL  
BILL HEIN ASSOCIATES

Project Manager: M L A  
 Engineer: M L A  
 Date: 9.26.2016  
 Project No. 15-211  
 Sheet



**PROJECT STATISTICS**

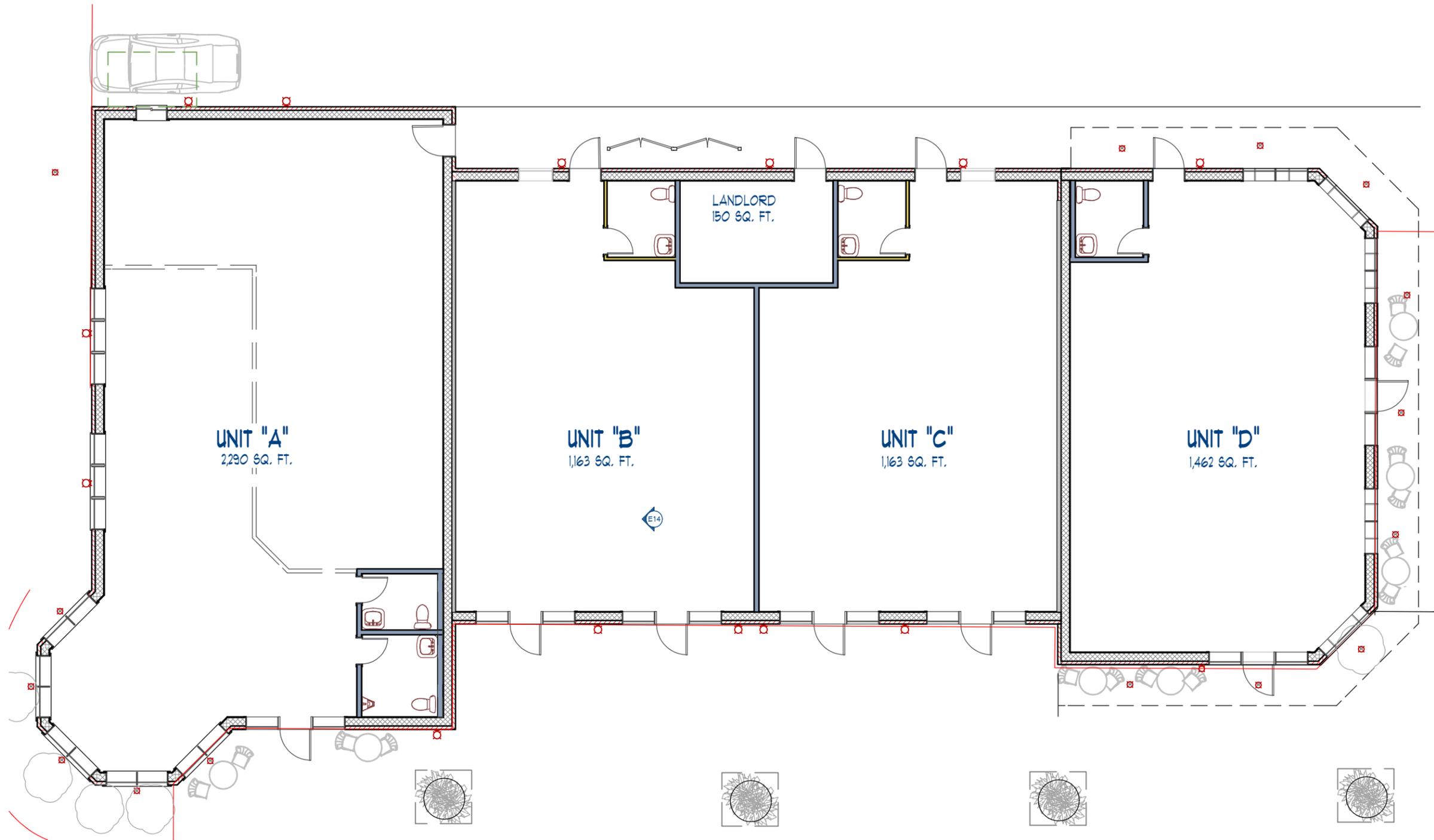
Site Area	128,111	sq. ft.	2.96	Acres	100%
Buildings	13,645	sq. ft.	0.31	Acres	11%
Parking and Drives	58,619	sq. ft.	1.35	Acres	46%
Open Space	55,847	sq. ft.	1.3	Acres	43%
Building One	6,370	sq. ft.			
Building Two	7,257	sq.ft.			
Parking Provided Bldg 1	50				
Parking Provided Bldg 2	44				
Bike Parking at Building 1	5				
Bike Parking at Building 2	5				
Building 1 use is Retail and Drive Thru Restaurant One Story 22'-8" to top of Parapet Wall					
Building 2 is Retail One Story 22'-8" to top of Parpet Wall					

**Preliminary ARCHITECTURAL SITE PLAN and SITE STATISTICS**

1"=60'

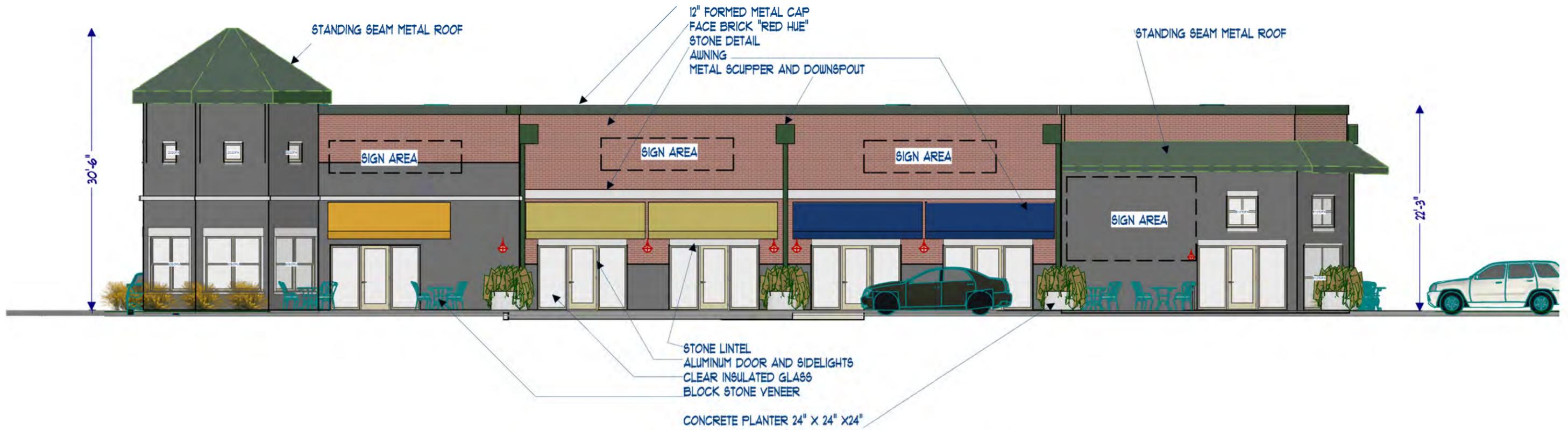


Exhibit received October 5, 2016



**FLOOR PLAN  
BUILDING "1"**  
3/32"=1'-0"

Exhibit received October 5, 2016



**BUILDING '1' ELEVATION SOUTH (Dundee Rd)**

3/32"=1'-0"



**BUILDING '1' ELEVATION NORTH**

3/32"=1'-0"

Exhibit received October 5, 2016



**BUILDING '1' WEST ELEVATION**  
3/32"=1'-0"



**BUILDING '1' EAST ELEVATION**  
3/32"=1'-0"



**BUILDING '1' SECTION STUDY FOR ROOFTOP UNIT**

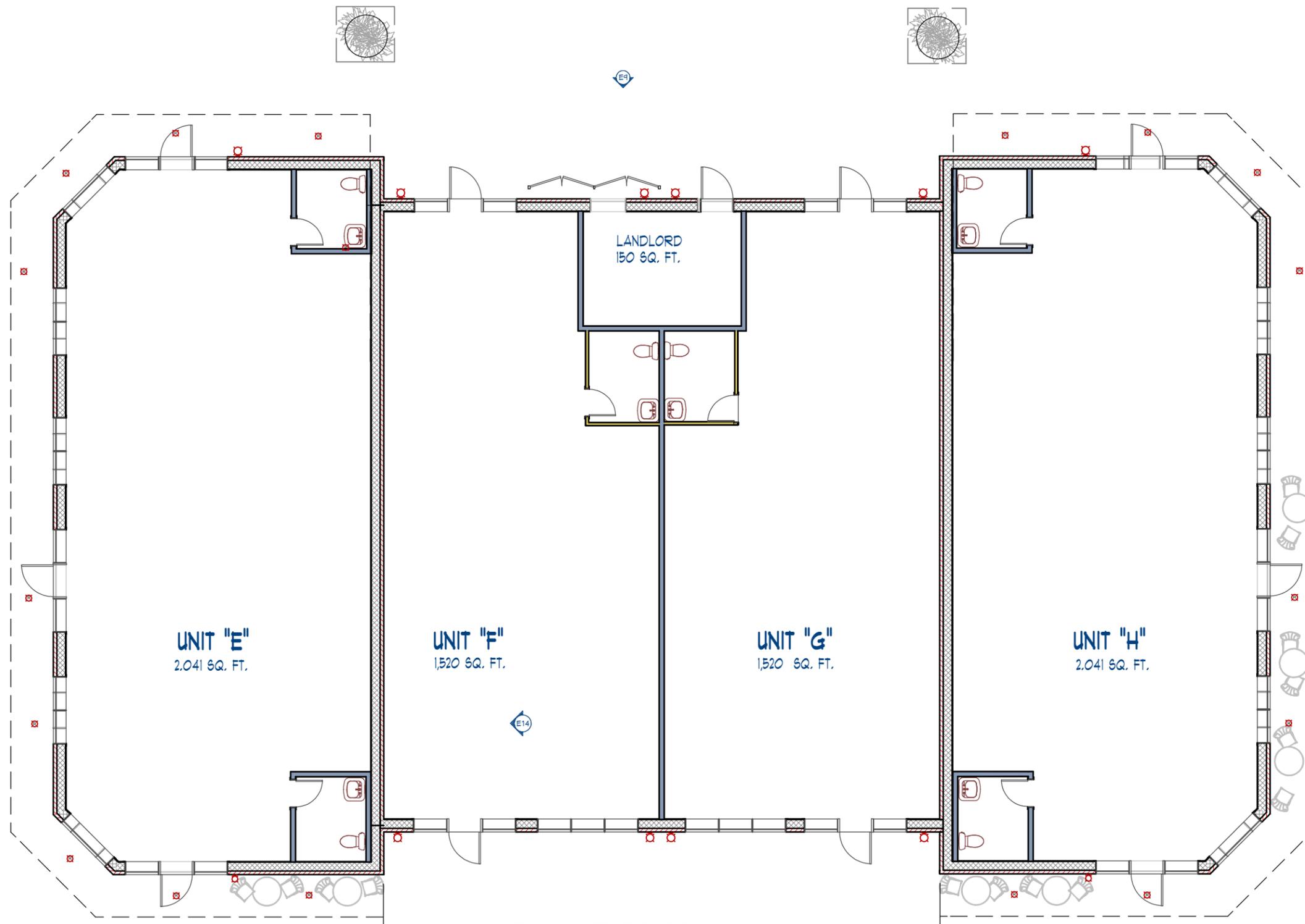
3/32"=1'-0"



6' HIGH ENCLOSURE  
 CEDAR GATES  
 BLOCK VENEER STONE  
 PAINTED METAL CAP

**ELEVATION OF TRASH ENCLOSURE**

1/4"=1'-0"



UNIT "E"  
2,041 SQ. FT.

UNIT "F"  
1,520 SQ. FT.

UNIT "G"  
1,520 SQ. FT.

UNIT "H"  
2,041 SQ. FT.

LANDLORD  
150 SQ. FT.

**FLOOR PLAN  
BUILDING "2"**  
3/32"=1'-0"

Exhibit received October 5, 2016



**WEST ELEVATION BUILDING "2"**  
 3/32"=1'-0"



**EAST ELEVATION BUILDING "2"**  
 3/32"=1'-0"

Exhibit received October 5, 2016



**SOUTH ELEVATION BUILDING "2"**  
3/32"=1'-0"



**NORTH ELEVATION BUILDING "2"**  
3/32"=1'-0"

# DUNDEE COMMONS PRELIMINARY ENGINEERING PLANS RETAIL DEVELOPMENT

## SECTIONS 2 TOWNSHIP 42N RANGE 11E WHEELING, ILLINOIS COOK COUNTY



EXPIRES 11-30-17

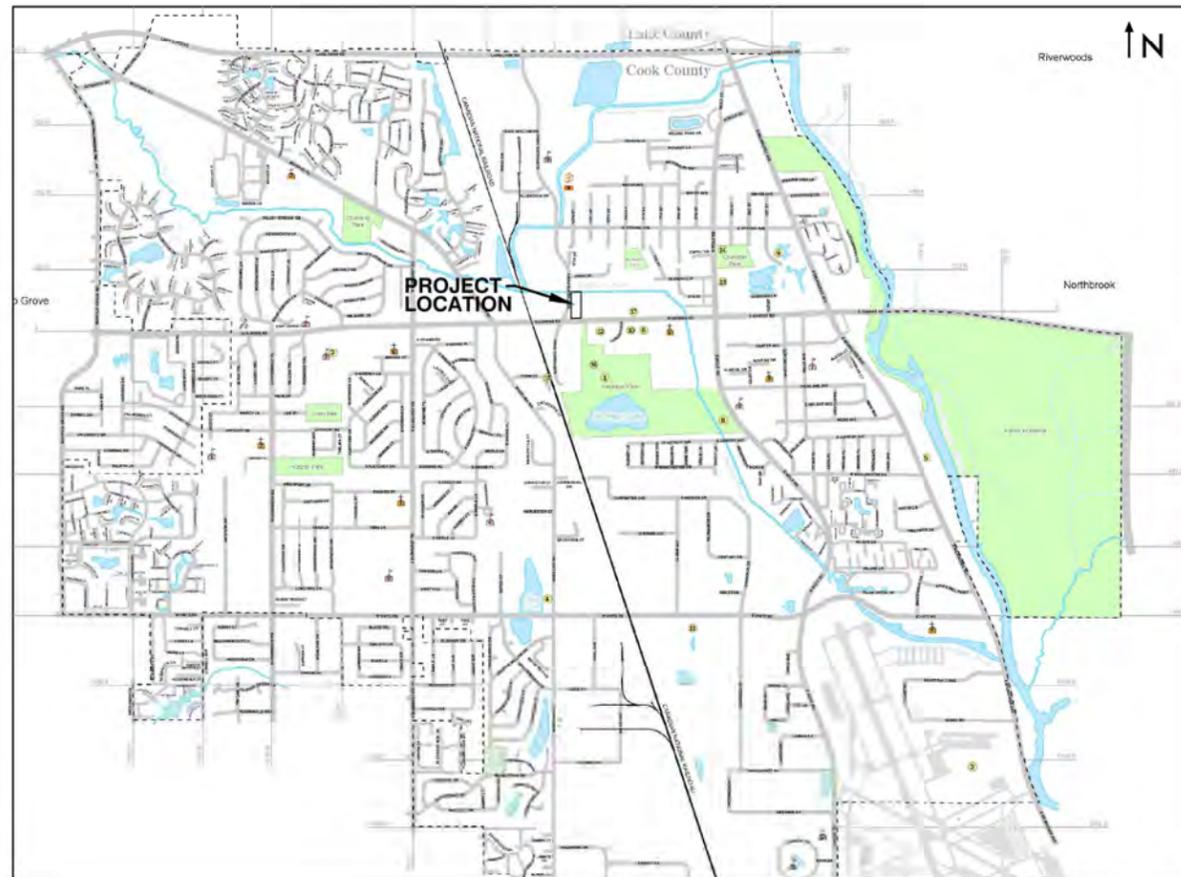
**DEVELOPER / SUBDIVIDER:**  
Neder Capital Services  
350 E. Dundee Road, Suite 305  
Wheeling, IL 60090

**PREPARED BY:**  
Haeger Engineering LLC  
Illinois Prof. Design Firm #184-003152  
100 East State Parkway  
Schaumburg, IL 60173  
Tel: 847-394-6600

**VILLAGE OF WHEELING**  
2 Community Boulevard  
Wheeling, IL 60090  
Tel: 847-459-2600

**Benchmark**  
**Source Benchmark**  
Description: Wheeling BM # 8  
Brass Disk on Head Wall  
Location: West Side Northgate Parkway 160  
Feet North of Dundee Rd.  
Elevation: 652.118 NAVD 88

**Site Benchmark**  
CP # 12010 (See Survey)  
Description: Mag Nail  
Elevation: 645.97 NAVD 88



LOCATION MAP  
Map Not To Scale

Existing Symbol	LEGEND	Proposed Symbol
	<b>Description</b>	
	Storm Sewer Manhole	
	Catch Basin	
	Inlet	
	Flared End Section	
	Headwall	
	Area Drain	
	Sanitary Sewer Manhole	
	Clean Out	
	Storm Sewer	
	Storm Sewer Service	
	Perforated Underdrain	
	Sanitary Sewer	
	Sanitary Sewer Service	
	Combined Sewer	
	Force Main	
	Water Main	
	Water Main Service	
	Fire Hydrant	
	Valve Vault	
	Valve Box	
	B-Box	
	Well Head	
	Light Pole	
	Light Pole With Mast Arm	
	Traffic Signal	
	Traffic Signal With Mast Arm	
	Hand Hole	
	Fence	
	Guardrail	
	Pipe Bollard	
	Sign	
	Gas Valve	
	Gas Line	
	Electric Line	
	Overhead Utility Line	
	Fiber Optic Line	
	Electrical Pedestal	
	Electric Manhole	
	Guy Wire	
	Utility Pole	
	Telephone Pedestal	
	Telephone Manhole	
	Telephone Line	
	Cable TV Line	
	Cable TV Pedestal	
	Flagpole	
	Mailbox	
	Handicapped Parking Stall	
	Number of Parking Stalls	
	Curb & Gutter	
	Reverse Pitch Curb & Gutter	
	Depressed Curb	
	Retaining Wall	
	Curb Elevation and Gutter/Pavement Elevation	
	Pavement Elevation	
	Sidewalk Elevation	
	Ground Elevation	
	Open Lid Frame & Grate	
	Closed Lid Frame & Lid	
	Swale	
	Hardscape Flow	
	Softscape Flow	
	Contour Line	
	Deciduous Tree	
	Coniferous Tree	
	Brushline	

INDEX TO SHEETS	
NO.	DESCRIPTION
C1.0	TITLE SHEET
C2.0	EXISTING CONDITIONS & DEMOLITION PLAN
C3.0	PRELIMINARY SITE GEOMETRY PLAN
C4.0	PRELIMINARY SITE GRADING & EROSION CONTROL PLAN
C5.0	PRELIMINARY SITE UTILITY PLAN

**LEGAL DESCRIPTION**

**PARCEL 1:**  
LOT 1 (EXCEPT THE EAST 210 FEET THEREOF AND EXCEPT THE SOUTH 17 FEET THEREOF) IN WHEELING HEIGHTS, BEING A SUBDIVISION OF THE EAST 50.01 ACRES OF THE SKINNER FARM IN THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**  
THE WEST 100 FEET (EXCEPT THE SOUTH 17 FEET THEREOF) OF THE EAST 210 FEET OF LOT 1 IN WHEELING HEIGHTS, BEING A SUBDIVISION OF THE EAST 50.01 ACRES OF THE SKINNER FARM IN THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



Know what's below.  
Call before you dig.

Exhibit received October 5, 2016

DUNDEE COMMONS PRELIMINARY & FINAL PUD OCT 1, 2016

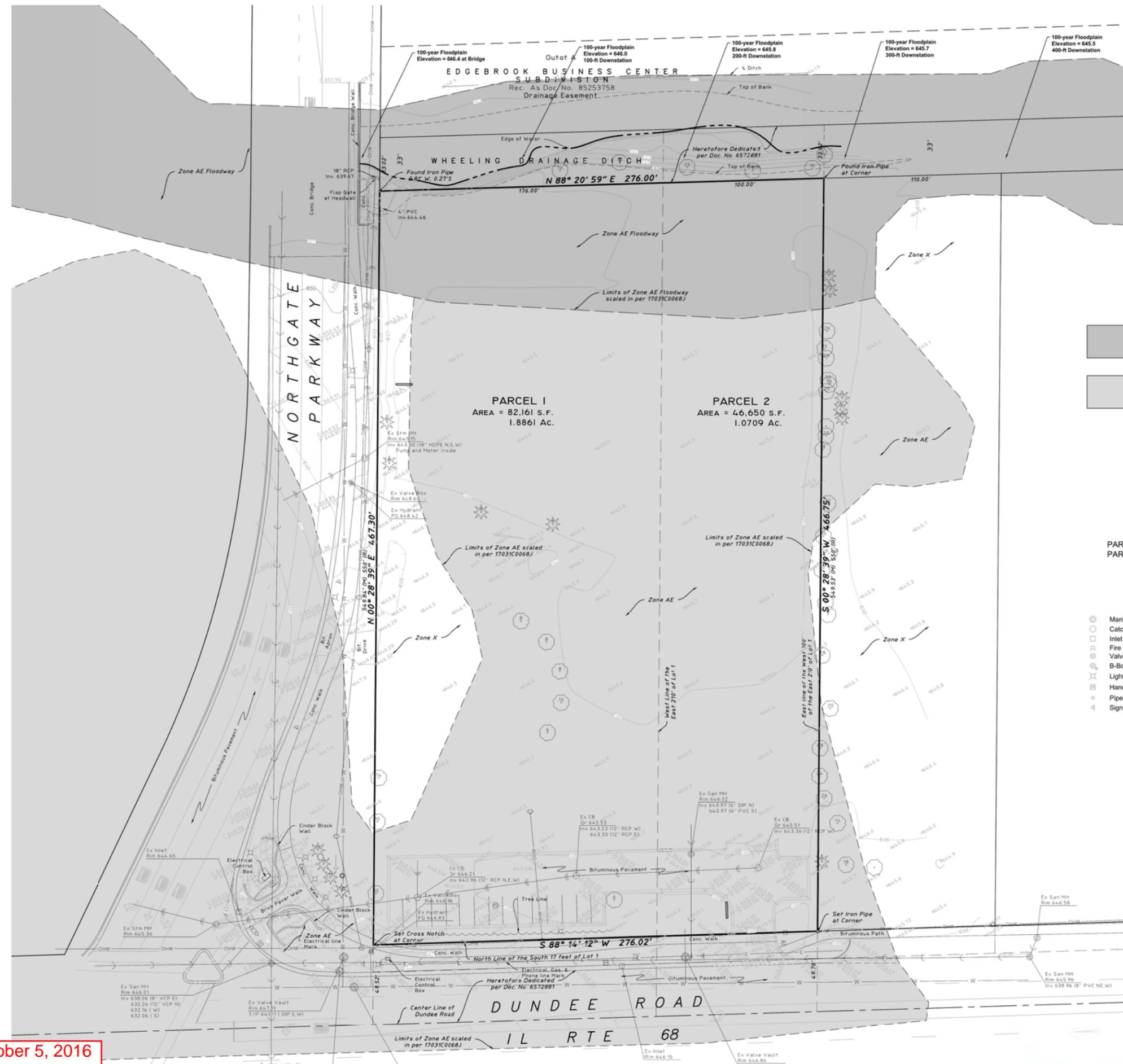


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Illinois Professional Design Firm License No. 184-003152  
www.haegerengineering.com

**TITLE SHEET**  
**DUNDEE COMMONS**  
**WHEELING, ILLINOIS**  
NEDER CAPITAL SERVICES

Project Manager: M.L.A.  
Engineer: M.L.A.  
Date: 6.29.2016  
Project No: 15-211  
Sheet: C1.0

9.15.2016 Date  
1 No.  
per Village Review, See Plan Revision  
Revision



**LEGEND**

- Floodway
- Zone AE Floodplain

**AREA SUMMARY**

PARCEL 1	82,161 S.F.	1.8861 AC.
PARCEL 2	46,650 S.F.	1.0709 AC.
	128,811 S.F.	2.9570 AC.

**LEGEND**

- Manhole
- Catch Basin
- Inlet
- Fire Hydrant
- Valve Box
- B-Box
- Light Pole
- Hand Hole
- Pipe Bollard
- Sign
- Overhead Utility Line
- Guy Wire
- Utility Pole
- Number of Parking Stalls
- Curb & Gutter
- Depressed Curb
- On Line
- Record
- Measured

**Benchmark**

**Source Benchmark**  
 Description: Wheeling BM # 8  
 Brass Disk on Head Wall  
 Location: West Side Northgate Parkway 160  
 Feet North of Dundee Rd.  
 Elevation: 652.118 NAVD 88

**Site Benchmark**

CP # 12010 (See Survey)  
 Description: Mag Nail  
 Elevation: 645.97 NAVD 88

**13**



Exhibit received October 5, 2016

**DUNDEE COMMONS PRELIMINARY & FINAL PUD OCT 1, 2016**

**HAEGER ENGINEERING**  
 consulting engineers • land surveyors  
 100 East Shaw Parkway, Schaumburg, IL 60173 • Tel: 847.394.6600 Fax: 847.394.6608  
 Illinois Professional Design Firm License No. 184-003132  
 www.haegerengineering.com

**EXISTING CONDITIONS PLAN**  
**DUNDEE COMMONS**  
**WHEELING, ILLINOIS**  
 NIEDER CAPITAL SERVICES, LLC

Project Manager: M.L.A.  
 Engineer: M.L.A.  
 Date: 6.29.2016  
 Project No: 15-211  
 Sheet: C2.0

No. 1  
 Date 9/15/2016  
 Revision per Village Review, Site Plan Revision

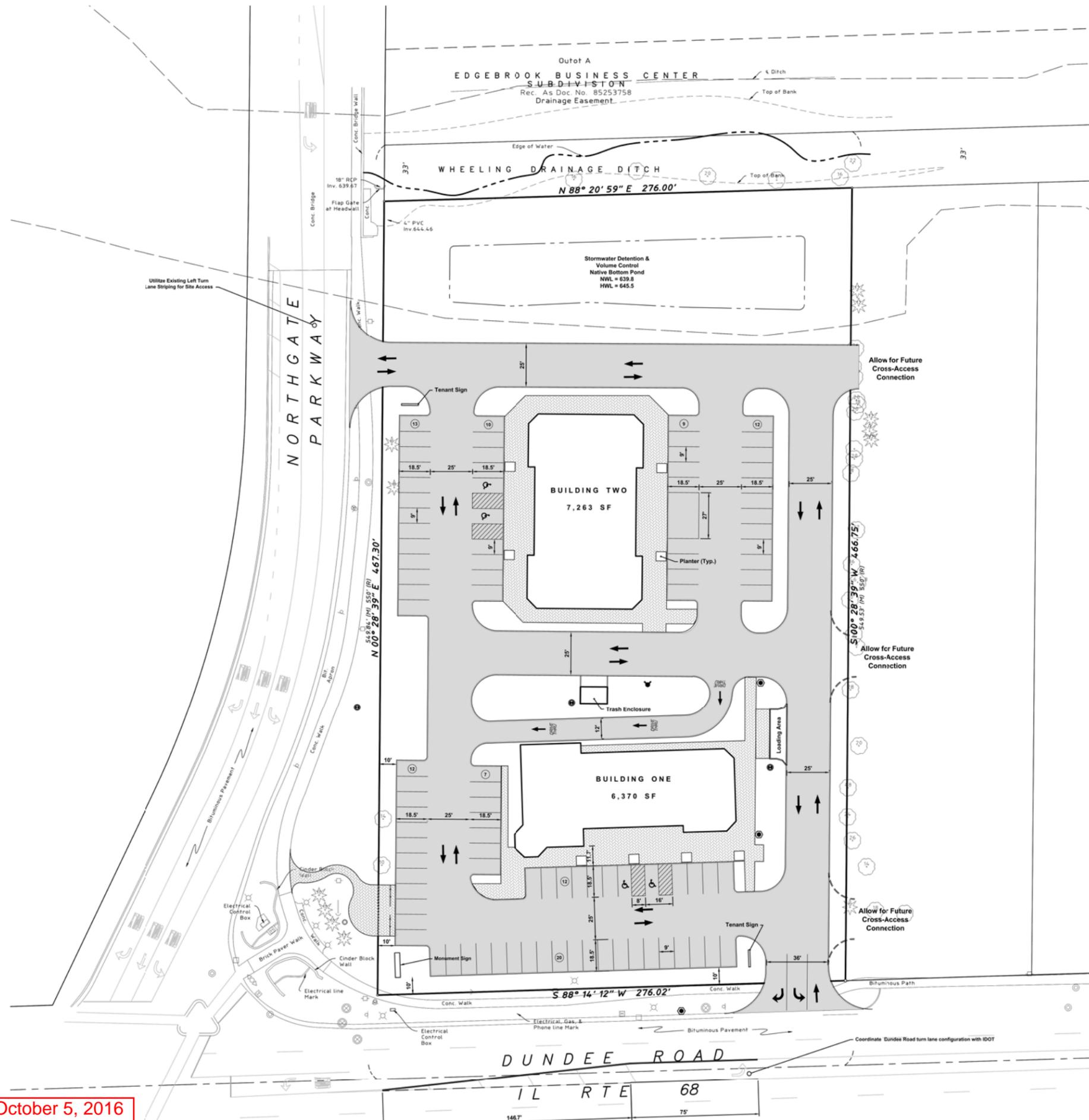
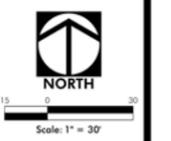


Exhibit received October 5, 2016

DUNDEE COMMONS PRELIMINARY & FINAL PUD OCT 1, 2016



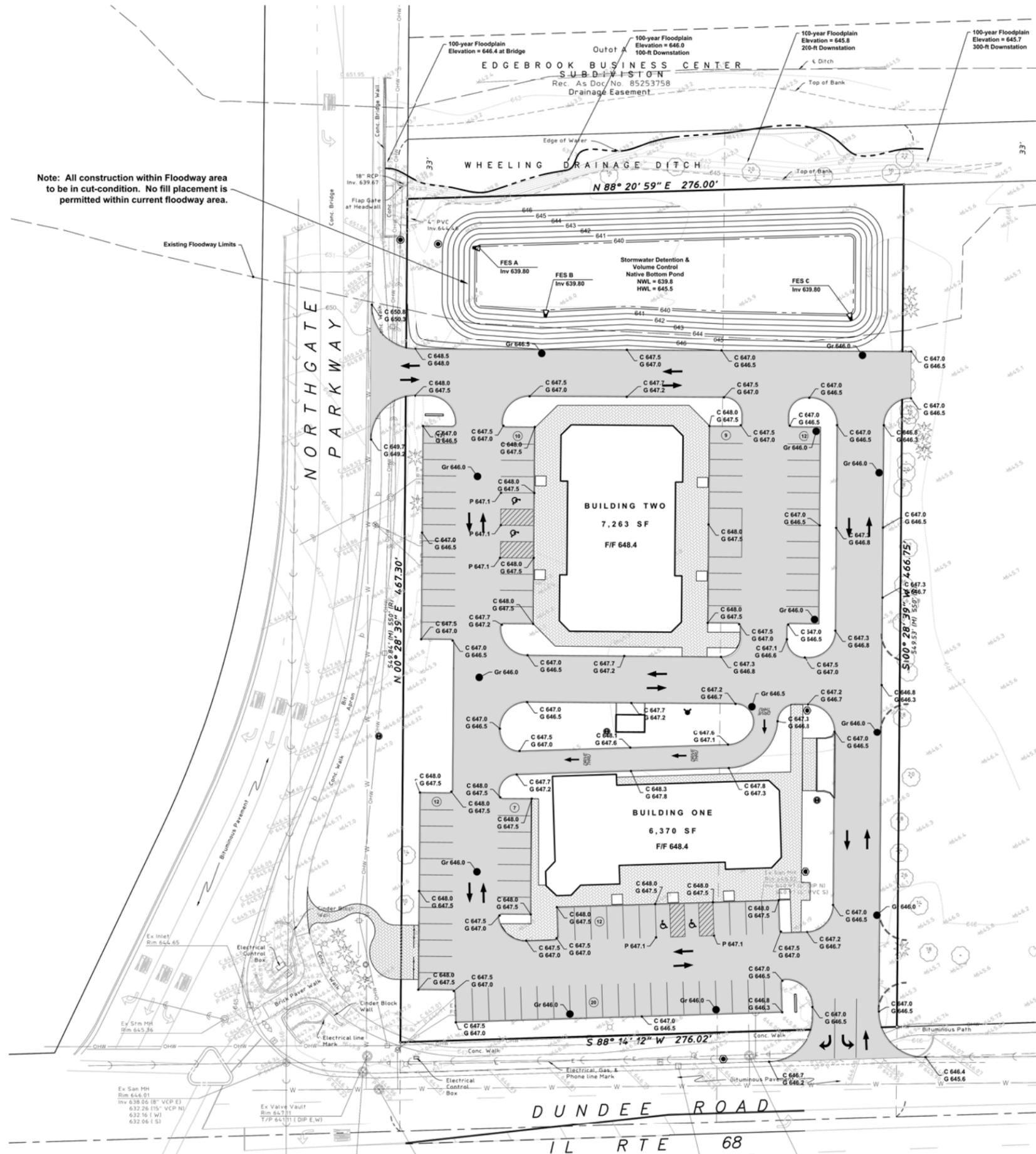
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 Illinois Professional Design Firm License No. 184-003132  
 www.haegerengineering.com

PRELIMINARY SITE  
 GEOMETRY PLAN  
**DUNDEE COMMONS**  
 WHEELING, ILLINOIS  
 NIEDER CAPITAL SERVICES, LLC

Project Manager: M.L.A.  
 Engineer: M.L.A.  
 Date: 6.29.2016  
 Project No. 15-211  
 Sheet **C3.0**

No.	Date	Revision
1	9.15.2016	per Village Review, See Plan Revision

14



Note: All construction within Floodway area to be in cut-condition. No fill placement is permitted within current floodway area.

**DETENTION SUMMARY**

Project Area	2.96 ac.
Impervious Area	2.26 ac.
Pervious Area	0.70 ac.
Weighted CN	90

Required Detention Volume, std.	0.67 ac-ft
Required Detention Volume, Zero Release	1.58 ac-ft

Detention Volume Storage provided in surface detention pond.

**COMPENSATORY STORAGE SUMMARY**

	(cu.ft.)	(ac-ft)
Overall Site Existing Floodplain Volume	14,960	0.34
Proposed Site Floodplain Fill Volume	14,200	0.33

Compensatory Storage provided by Village compensatory storage credits within the Heritage Park system (150% @ 0.33 = 0.50 ac-ft)



Exhibit received October 5, 2016

**DUNDEE COMMONS PRELIMINARY & FINAL PUD OCT 1, 2016**



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 Illinois Professional Design Firm License No. 184-000132  
 www.haegerengineering.com

**PRELIMINARY SITE GRADING & EROSION CONTROL PLAN**  
**DUNDEE COMMONS WHEELING, ILLINOIS**  
 NEDER CAPITAL SERVICES LLC

Project Manager: M. A.  
 Engineer: M. A.  
 Date: 5.29.2016  
 Project No.: 15-211  
 Sheet: C4.0

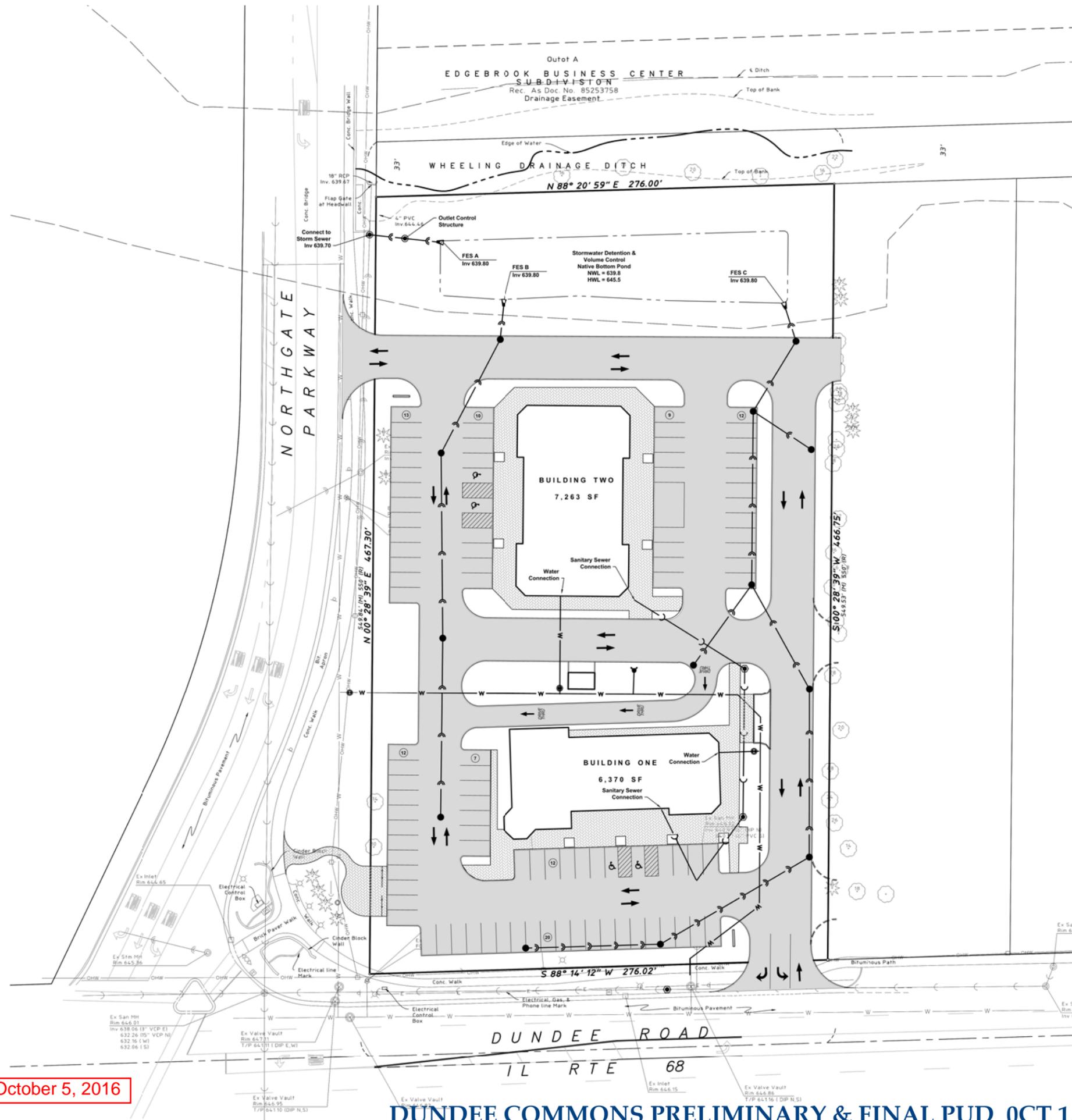


Exhibit received October 5, 2016

DUNDEE COMMONS PRELIMINARY & FINAL PUD OCT 1, 2016



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 Illinois Professional Design Firm License No. 184-003122  
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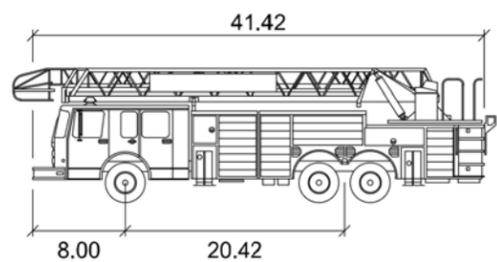
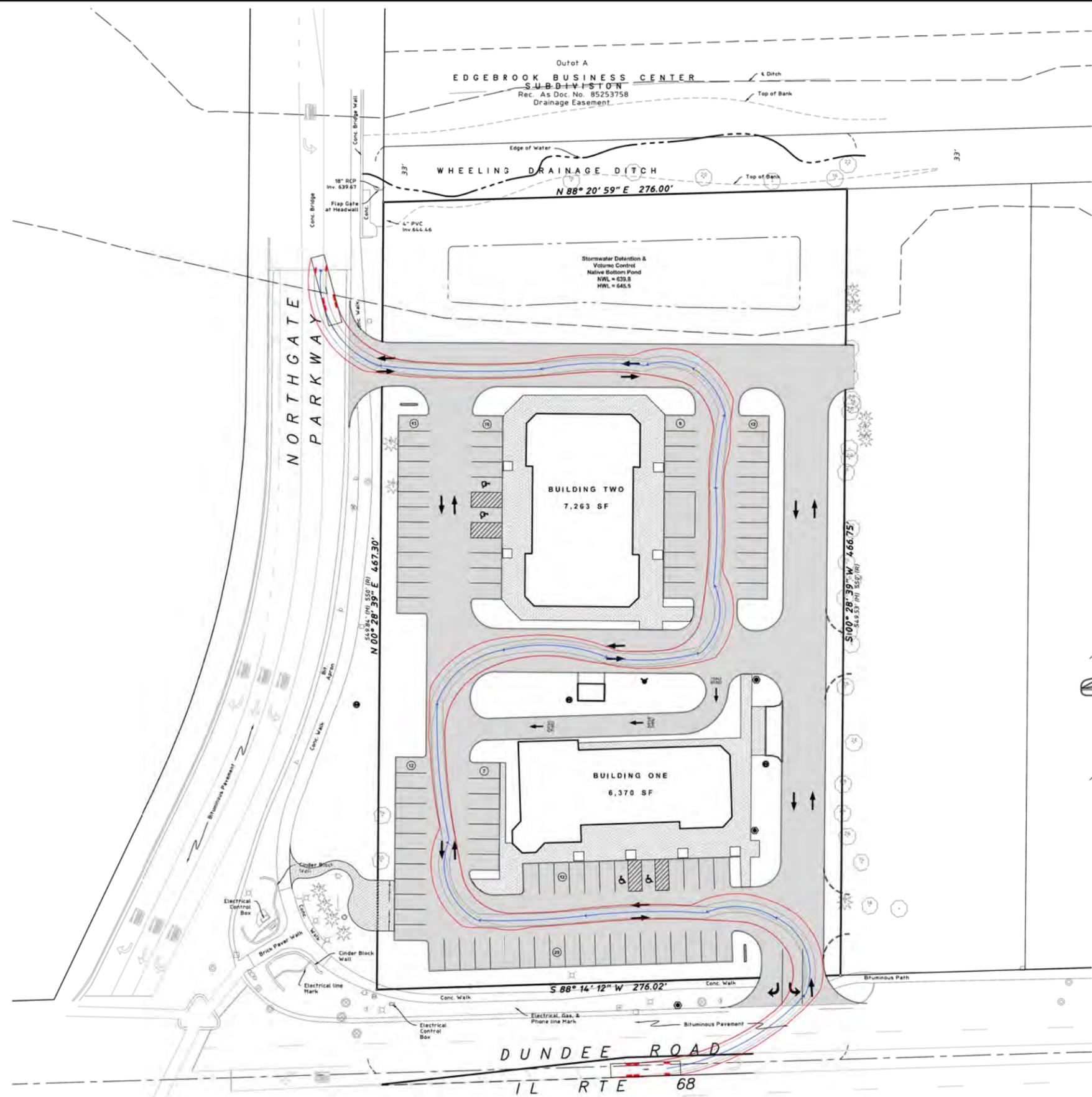
PRELIMINARY SITE  
 UTILITY PLAN  
 DUNDEE COMMONS  
 WHEELING, ILLINOIS  
 NEDER CAPITAL SERVICES LLC

Project Manager: M.L.A.  
 Engineer: M.L.A.  
 Date: 6.29.2016  
 Project No: 15-211  
 Sheet: C5.0

No.	Date	Revision
1	9.15.2016	per Village Review, Site Plan Revision

16

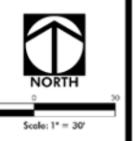
Exhibit received October 5, 2016



	feet
Width	: 8.00
Track	: 7.42
Lock to Lock Time	: 3.0
Steering Angle	: 45.0

17

CHICAGO WORKSHOP ARCHITECTS



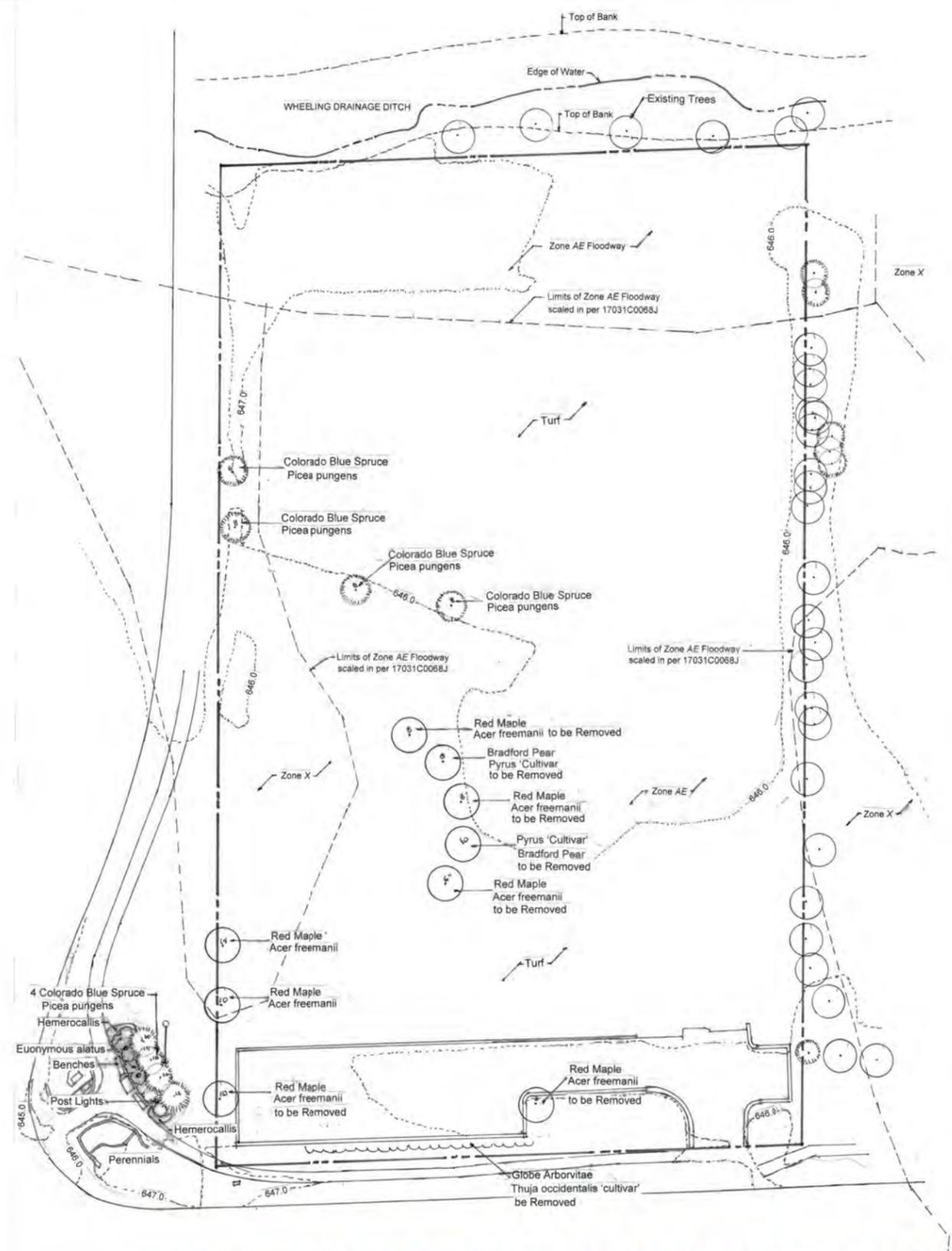
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 Illinois Professional Design Firm License No. 184-0003157  
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**FIRE TRUCK MANEUVERING EXHIBIT**  
**DUNDEE COMMONS**  
**WHEELING, ILLINOIS**  
 NEDER CAPITAL SERVICES LLC

Project Manager: M.L.A.  
 Engineer: M.L.A.  
 Date: 6.29.2016  
 Project No. 15-211  
 Sheet 1

No. 1  
 Date 03.15.2016  
 Revision

Plot Date: Sep 26, 2016 10:32:33am Plotted By: mlac  
 File Name: P12015152112Drawings\plan\15211A Fire Truck Exhibit.dwg



**EXISTING CONDITIONS LANDSCAPING PLAN**

1"=60'-0"

**1 EXISTING CONDITIONS**

Scale: 1" = 30'

Exhibit received October 5, 2016

**18** **DUNDEE COMMONS WHEELING, ILLINOIS**

APPROVED BY:	DRAWN BY: VVE
REVISION:	REVISION:

**CHICAGO WORKSHOP ARCHITECTS**



Scale: 1" = 30'

19

CHICAGO WORKSHOP ARCHITECTS

DUNDEE COMMONS PRELIMINARY & FINAL PUD OCT 1, 2016

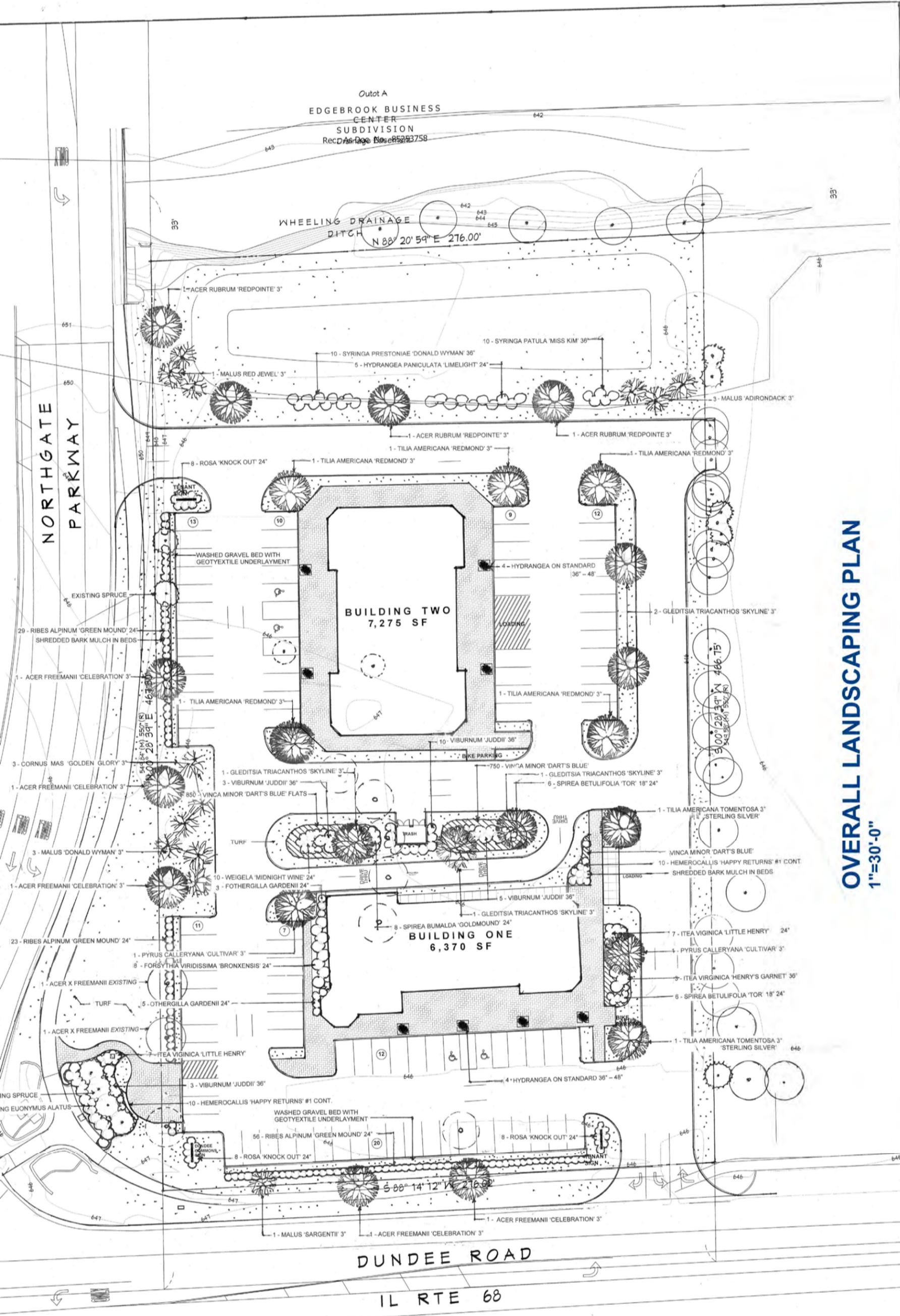
EXTERIOR DIMENSIONS  
landscape architecture

765 Old Mill Grove Road, Lake Zurich, IL 60452-0193

Exhibit received October 5, 2016

DUNDEE COMMONS  
WHEELING, ILLINOIS

Landscape Architect: *Wtz*  
Date: *9/28/16*  
Project No:  
Sheet **2** / 3



**OVERALL LANDSCAPING PLAN**  
1"=30'-0"

**2 LANDSCAPE PLAN**  
Scale: 1" = 30'

NORTHGATE PARKWAY

Outot A  
EDGEBROOK BUSINESS CENTER  
SUBDIVISION  
Rec'd on Dec 10, 2015  
Project No. 15253758

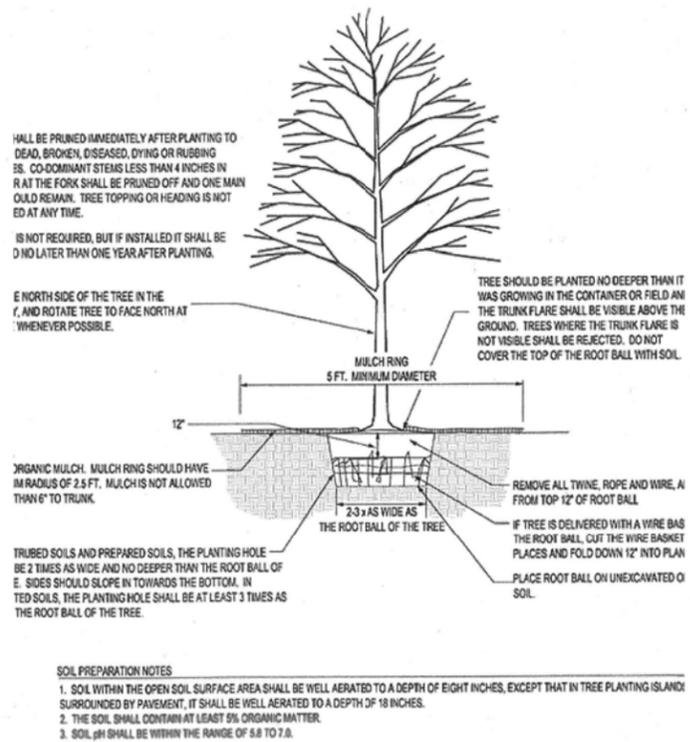
WHEELING DRAINAGE DITCH  
N 88° 20' 59" E 276.00'

BUILDING TWO  
7,275 SF

BUILDING ONE  
6,370 SF

DUNDEE ROAD

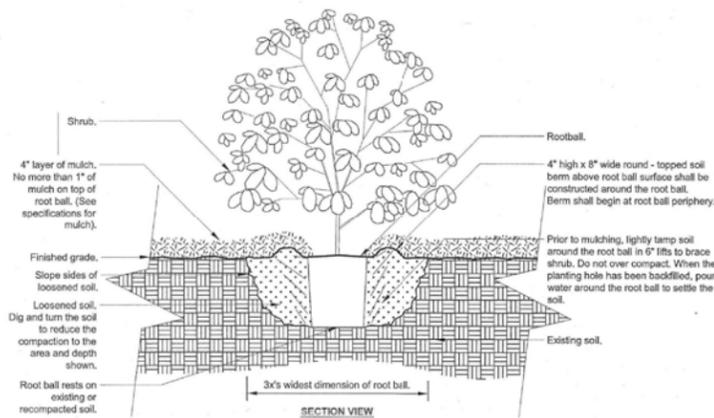
IL RTE 68



**SOIL PREPARATION NOTES**

1. SOIL WITHIN THE OPEN SOIL SURFACE AREA SHALL BE WELL AERATED TO A DEPTH OF EIGHT INCHES, EXCEPT THAT IN TREE PLANTING ISLANDS SURROUNDED BY PAVEMENT, IT SHALL BE WELL AERATED TO A DEPTH OF 18 INCHES.
2. THE SOIL SHALL CONTAIN AT LEAST 5% ORGANIC MATTER.
3. SOIL pH SHALL BE WITHIN THE RANGE OF 5.8 TO 7.0.

### 3 TREE PLANTING



### 4 SHRUB PLANTING

## TREES

QTY.	BOTANIC NAME	COMMON NAME	SIZE
5	ACER FREEMANII 'CELEBRATION'	Celebration Maple	3"
4	ACER RUBRUM 'REDPOINTE'	Redpointe Red Maple	3"
3	CORNUS MAS 'GOLDEN GLORY'	Golden Glory Dogwood	3"
5	GLEDITSIA TRIACANTHOS 'SKYLINE'	Skyline Honeylocust	3"
3	MALUS 'ADIRONDACK'	Adirondack Crabapple	3"
3	MALUS 'DONALD WYMAN'	Donald Wyman Crabapple	3"
3	MALUS RED JEWEL'	Red Jewel Crabapple	3"
1	MALUS 'SARGENTII'	Sargent Crabapple	3"
2	PYRUS CALLERYANA 'CULTIVAR'	Aristocrat Callery Pear	3"
5	TILIA AMERICANA 'REDMOND'	Redmond American Linden	3"
1	TILIA AMERICANA TOMENTOSA 'STERLING SILVER'	Sterling Silver Linden	3"
1	ACER X FREEMANII EXISTING	Freemanii Red Maple var.	14"
1	ACER X FREEMANII EXISTING	Freemanii Red Maple var.	10"
2	PICEA PUNGENS EXISTING	Colorado Green Spruce	6"

## SHRUBS

QTY.	BOTANIC NAME	COMMON NAME	SIZE
8	FORSYTHIA VIRIDISSIMA 'BRONXENSIS'	Dwarf Bronx Forsythia	24"
8	FOTHERGILLA GARDENII	Dwarf Fothergilla	24"
4	HYDRANGEA PANICULATA 'FIRE LIGHT'	Fire Light Hydrangea	24"
5	HYDRANGEA PANICULATA 'LIMELIGHT'	Limelight Hydrangea	24"
8	HYDRANGEA ON STANDARD	Hydrangea Paniculata Grandiflora	36" - 48"
3	ITEA VIRGINICA 'HENRY'S GARNET'	Henry's Garnet Virginia Sweet Spire	30"
7	ITEA VIRGINICA 'LITTLE HENRY'	Little Henry's Virginia Sweet Spire	24"
10	RHUS AROMATICA 'GRO-LOW'	Gro-Low Sumac	18" - 24"
108	RIBES ALPNUM 'GREEN MOUND'	Green Mound Alpine Current	24"
24	ROSA 'KNOCK OUT'	Knock Out Shrub Rose	24"
6	SPIREA BETULIFOLIA 'TOR'	Tor Birchleaf Spirea	24"
8	SPIREA BUMALDA 'GOLDMOUND'	Goldmound Spirea	24"
10	SYRINGA PRESTONIAE 'DONALD WYMAN'	Donald Wyman Lilac	36"
10	SYRINGA PATULA 'MISS KIM'	Miss Kim Lilac	36"
8	VIBURNUM 'JUDDII'	Judd Viburnum	36"
10	WEIGELA 'MIDNIGHT WINE'	Midnight Wine Weigela	24"

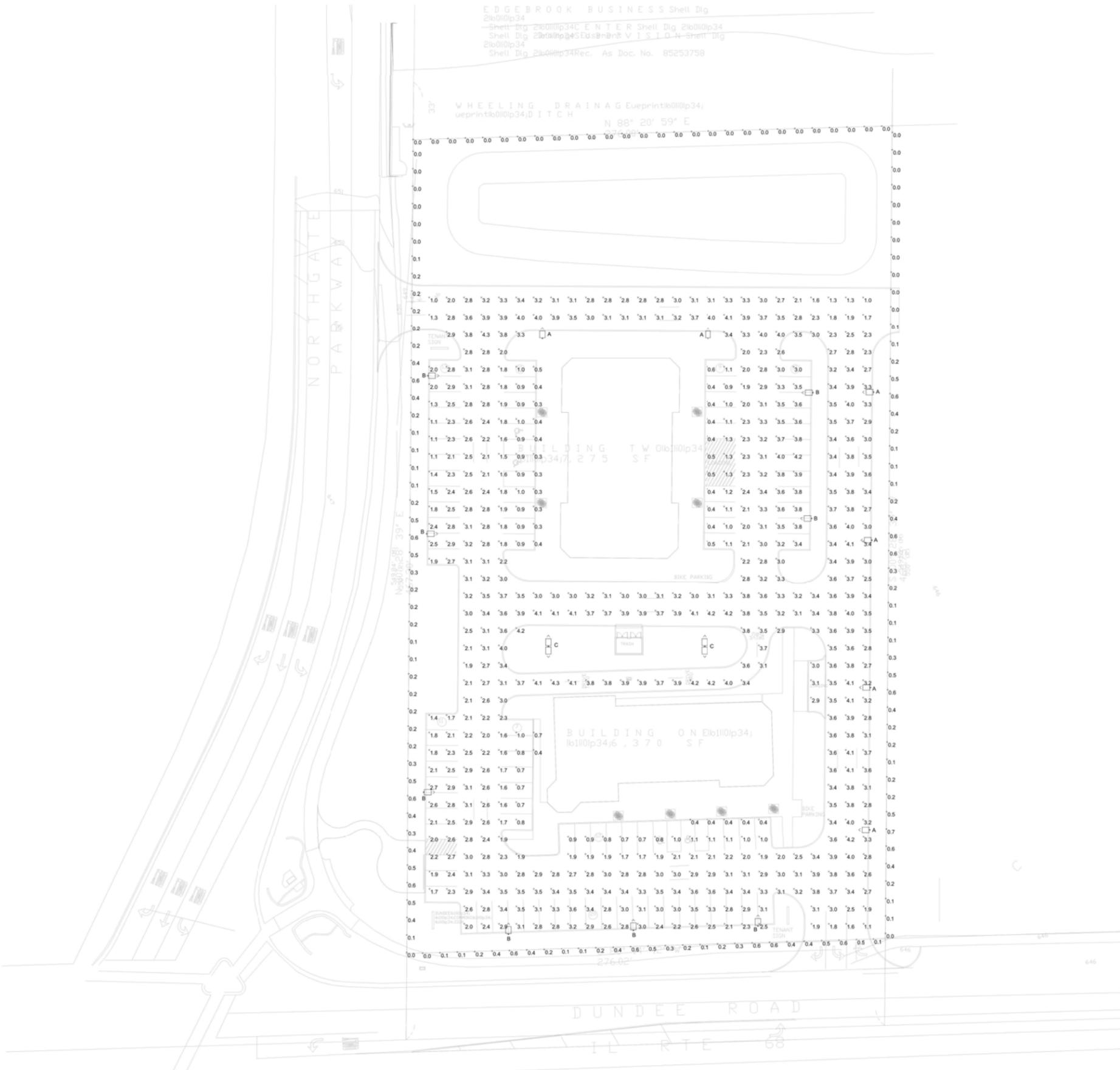
## PERENNIALS

QTY.	BOTANIC NAME	COMMON NAME	SIZE
20	HEMEROCALLIS 'HAPPY RETURNS'	Happy Returns Daylily	#1 Cont.
1600	VINCA MINOR 'DART'S BLUE'	Dart's Blue Periwinkle	Flats

### 5 PLANTS

## LANDSCAPE DETAILS PLAN

Exhibit received October 5, 2016



EDGE BROOK BUSINESS Shell Dig  
 2b000p34  
 -Sheet- Dig 2b000p34C ENTER Shell Dig 2b000p34  
 Shell Dig 2b000p34S Eds Br Br V I S I O N -Sheet- Dig  
 2b000p34  
 Shell Dig 2b000p34Rec. As Doc. No. 85253758

WHEELING DRAINAGE Eueprintb00p34;  
 ueprintb00p34; DITCH  
 N 88° 20' 59\"/>

LIGHTING DISTRIBUTION STATISTICS						
DESCRIPTION	SYMBOL	AVERAGE	MAX	MIN	MAX/MIN	AVG/MIN
PARKING LOT	+	2.7 fc	4.3 fc	0.3 fc	14.3 : 1	9.0 : 1
PROPERTY LINE	+	0.2 fc	0.7 fc	0.0 fc	N/A	N/A

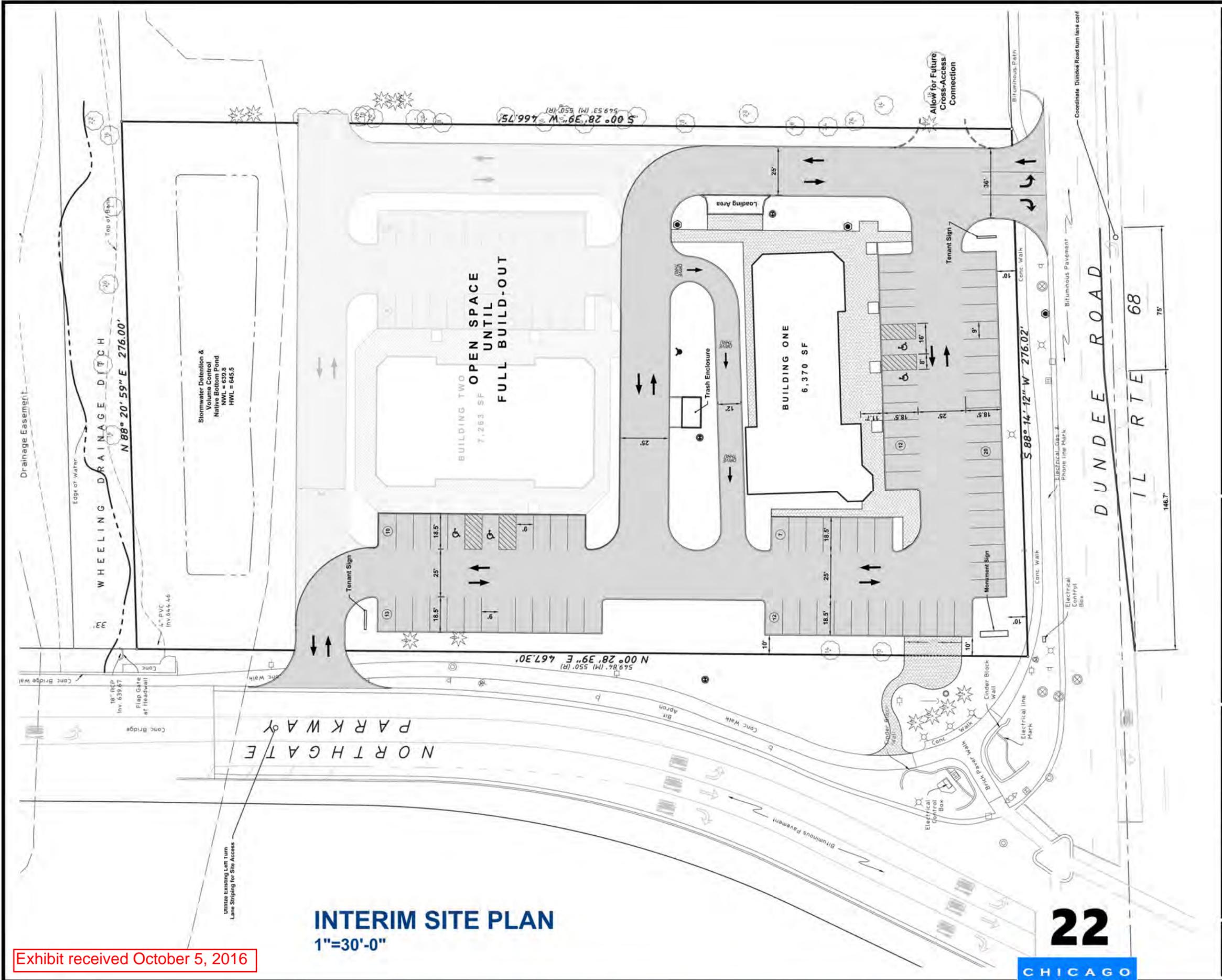
LIGHTING FIXTURE SCHEDULE						
FIXTURE TYPE	MANUFACTURER	MODEL	LAMPS OR TUBES			REMARKS
			NUMBER	WATTS	TYPES	
A	LITHONIA	CSX SERIES	1	134W	LED	SINGLE POLE - TYPE III @ 21' HEIGHT (18' POLE + 3' HEIGHT BASE) - HOUSE SHIELD
B	LITHONIA	CSX SERIES	1	134W	LED	SINGLE POLE - TYPE IV @ 21' HEIGHT (18' POLE + 3' HEIGHT BASE) - HOUSE SHIELD
C	LITHONIA	CSX SERIES	2	268W	LED	TWIN 180° POLE - TYPE III @ 21' HEIGHT (18' POLE + 3' HEIGHT BASE)

**PHOTO METRIC LIGHTING PLAN**  
 1"=60'-0"

Exhibit received October 5, 2016

**DUNDEE COMMONS PRELIMINARY & FINAL PUD OCT 1, 2016**





**HAEGER ENGINEERING**  
consulting engineers • land surveyors  
100 East Lake Street, Wheeling, IL 60093 • 847.942.7944 FAX: 847.274.6658  
www.haegerengineering.com

**INTERIM SITE PLAN**  
**DUNDEE COMMONS**  
**WHEELING, ILLINOIS**  
NEBER CAPITAL SERVICES, LLC

Project Manager: MLA  
Engineer: MLA  
Date: 10.4.2016  
Project No: 15-211  
Sheet: 1



1130 Lake Cook Road, Suite 280 • Buffalo Grove, Illinois 60089  
 Tel 847-870-8585 • Fax 847-870-1888  
[www.horizonrealtyservices.com](http://www.horizonrealtyservices.com)

Market Analysis by

Barry J. Millman

Dundee Commons Dundee and Northgate Parkway

The Property:

Dundee Commons is strategically situated on Dundee Road a 4 lane east west corridor through the heart of Wheeling Illinois. Over 40,000 vehicles per day pass this property. Wheeling is a community of 37,648 but the 5 mile radius surrounding the site shows a population of 260,383.

Wheeling has seen a population growth of 0.4 % over the past year. Median age of the area is 40.1 and average income within 3 miles exceeds \$100,454.00. The property is within walking distance of the Wheeling Community Center, local Schools and accessible to Lake Cook Road another major thoroughfare in the area.

Employment in the region is strong with several industrial parks near the property providing an opportunity for strong daytime and evening retail entities. Total businesses in the 5 mile radius are 12,559 and there is an estimated 215,637 total daytime employees. This combined with a growing multifamily residential population ( 300 apartment units recently opened or under construction) provides an excellent back drop for the development of a retail property.

Development in the area:

Across the street from the property the Wheeling Town Center will provide a gathering place for restaurant and entertainment users, which will enhance the marketability of the Dundee Commons

development. Synergy between the entertainment users and the Dundee Commons tenants can be advantageous. Dundee Commons has excellent Street visibility and access.

The Village has developed a Strategic Plan for 2015 and 2016. Thus far the plan has provided for a new Traffic Signal at Community Boulevard blocks from the site in addition to the traffic signal at Northgate.

The Village has been supportive in identifying potential retailers for the site as well as providing a web based list of available properties. Through targeting of retailers now coming on line as well as assisting in the planning process the Village is an excellent resource in assuring the viability of the property.

Marketing:

The marketing of the site has been through web based marketing by Horizon Realty Services, an established well know Retail Brokerage with extensive knowledge of the region. Their offices are located in nearby in Buffalo Grove and Horizon has completed a number of transactions in Wheeling .

Horizon in addition to its web site has the property listed in Co Star, Loopnet, and has a strong presence at all retail functions sponsored by the International Council of Shopping Center. There is a large sign on the property announcing the development. The property will be featured at the October Meeting of Midwest Retailers in October and was presented at the ICSC in Las Vegas last May. The marketing includes working with the Economic Development Department of Wheeling who has a strong connection to many retailers seeking spaces in the region.

Horizon is also a member of the Chicago Restaurant Brokers Association and presents the property to their 100 member brokers regularly.

In an effort to assure the greatest exposure for the property the Horizon Brokers communicate regularly with the Brokers for the Wheeling Town Center to coordinate activities and work in tandem.

The immediate Market:

Vacancy in the area is actually less than 5 % in the immediate blocks. The primary competition for space is Lexington Commons on Lake Cook Road which has several large spaces in an older Center with less visibility however the vacancy rate there is high. There is also additional Vacancy at Dundee near Route 83 at several Centers with spaces in the 1200 to 5000 sf Range. The benefit of this property to the other vacancies is the new development and the nearby Wheeling Town Center which will attract the more attention.

Retailer Reaction:

Exhibit received October 5, 2016

The property began marketing in early spring of 2016. It is difficult to market a property with merely a sign and a brochure and significant cold calling and actual physical contact with other retailers and brokers is necessary. The primary impediment to marketing is that many of the likely retailers for new retail development are already represented in Wheeling. This excludes several Food retailers such as Pot Belly, Chipotle, Jimmy Johns, Panda Express, Subway, Massage Envy, as well as Fast Food giants like Mc Donalds, and KFC.

Retail Targets:

Initial Marketing went to over 100 retailers. Primary among them were:

Starbucks (alternate traffic)

Dunkin Donuts (alternate traffic)

Mod Pizza

Noodles

Blaze Pizza

Pie Five

AT and T

Verizon

T Mobile

Sprint

Le Pain Quotien

Lyfe Kitchen

Nando's

Vitamin Shoppe

GNC

Mattress Firm

Snap Kitchen

Zoup

Teavana

Aspen Dental

Lens Crafters

AAA Trave

Fruitful Yield

Great Clips

Hand and Stone Massge

UPS Store

Tide Cleaners

Buona Beef

Andys Custard

Dairy Queen

Taco Fresco

Roti

Naf Naf

Oberweiss

Whatta burger

Yolk

There has been turn downs at this point by the major wireless retailers who indicate they have nearby locations and many of the national fast food chains who say they have proximity within 5 miles

There currently is a Letter of Intent from Andy's Custard to lease the western portion of building one to construct a drive through. There is also a pending discussion with "What a Burger" for an end cap in building one.

Timing:

Marketing of a new development is a long and tedious process. Retailers have little imagination and seeing lines on paper or drawings does not provide sufficient incentive to enter into LOI. Often the activity begins when they actually see construction. However in this economy it is difficult to commence construction when there is no signed leases. We will wait for market conditions to change before we start building two



## MEMO – Fire Prevention Bureau

**TO:** Brooke Jones, Village Planner  
**FROM:** Ronald S. Antor, Fire Inspector  
**CC:** Andrew Jennings, Director of Community Development  
Keith Maclsaac, Fire Chief  
FPB File  
**DATE:** October 6, 2016  
**SUBJECT:** Proposed Multi-Tenant Shopping Center PUD (Dundee Commons – Revised Submittal) – Dundee Road and Northgate Parkway - Plans received for review by the Fire Department, September 28, 2016.

---

The Wheeling Fire Department has reviewed the submittals received related to the above referenced project and has the following comments:

### Site Plan

1. The site plan reviewed includes two new one-story buildings with associated driveways, parking lots and surrounding landscaping features for the site.
2. A turning radius analysis was included for one direction of travel. Additional examples need to be provided for the following:
  - a. Westbound Dundee into the east site drive off of Dundee Road.
  - b. Northbound Northgate Parkway into the west site drive off of Northgate Parkway.
  - c. Southbound Northgate Parkway into the west site drive off of Northgate Parkway.

All turns along the fire apparatus access roads throughout the site shall be designed to accommodate a minimum inside vehicle turning radius of 23 feet and a minimum outside turning radius of 33 feet.

3. The site water main shall comply with all Village of Wheeling Municipal Codes which includes, but is not limited to the "Manual of Practice for the Design of Public & Private Improvements" and the 2012 Edition of the International Fire Code. Water main improvements required would include:
  - a. The site water main system shall be designed based on the fire flow requirements for the new structure. Based on the information provided to date, insufficient information has been provided to review this. An analysis of the needed fire flow shall be provided to the Wheeling Fire Department utilizing the ISO "Guide for Determination of Needed Fire Flow" with all supporting documentation and calculations.
  - b. Additional looped water main lines shall be provided along the drive on the north and east sides of building two.

Ms. Brooke Jones

SUBJECT: Proposed Multi-Tenant Shopping Center PUD (Dundee Commons – Revised Submittal) – Dundee Road and Northgate Parkway - Plans received for review by the Fire Department, September 28, 2016.

October 6, 2016

Page 2

- c. Additional fire hydrants shall be provided at the following locations:
  - i. In the additional water mains along the north and east sides of Building 2.
  - ii. Hydrant spacing shall not exceed 300 feet between hydrants.
  - iii. A fire hydrant is required within 50 feet of each building's Fire Department Connection (FDC).
4. A separate fire service supply and domestic supply is required for each building. The fire service supply main size shall be based on the building's needed fire flow.
5. Trees and light fixtures along the drives shall not hang over the drives/ parking lots in a manner that hinders Fire Department access. A minimum of 13'6" overhead clearance shall be provided over the fire apparatus access roads. This may not be provided along drives where the shade trees are shown.
6. A clear space of at least 4-feet shall be maintained around the circumference of any fire hydrants. This includes light fixtures, transformers, and landscaping.
7. Site landscaping features, parking spaces and drive through aisles for businesses shall not impede access to fire protection equipment, i.e. Fire Department Connection (FDC).

**Dundee Commons Shopping Center – Dundee Road and Northgate Parkway – Two new one-story building multi-tenant shopping center PUD**

1. The petitioner's submittal shows two, one-story buildings, one at 6,370 square feet and the second at 7,263 square feet. Other than one potential restaurant for each building, the submittal does not indicate what types of occupancies are planned for the individual tenant spaces. Anticipated Use Groups for the occupancies could include (A) Assembly, (B) Business and (M) Mercantile Use Group occupancies as defined in the 2012 Edition of the International Building Code (IBC) and Fire Prevention Codes (IFC).
2. All construction for the new building would need to comply with the Village's Building and Fire Prevention Codes (2012 Editions of the International Building Code & International Fire Code – with amendments). The current submittal documents do not contain sufficient information to evaluate the proposed building related to these codes. Some of the code requirements that this would include are:
  - a. Height/area requirements based on construction type and use.
  - b. The buildings are required to be fully sprinklered with a system designed and installed in accordance with NFPA 13.
  - c. The building is required to be provided with a monitored fire alarm system designed and installed in accordance with NFPA 72.
  - d. Any kitchen cooking equipment that is required to be provided with a Type I exhaust hood shall be protected with a fire extinguishing system designed and installed in accordance with NFPA 17A.

Ms. Brooke Jones

SUBJECT: Proposed Multi-Tenant Shopping Center PUD (Dundee Commons – Revised Submittal) – Dundee Road and Northgate Parkway - Plans received for review by the Fire Department, September 28, 2016.

October 6, 2016

Page 3

3. The Fire Department Connection (FDC) for each building's fire sprinkler system shall be located at the front of the building or other location as approved by the Fire Department. This information is not provided and location of the FDC may require the elimination of parking spaces.

At this time there are no other Fire Department comments related to the project as presented in the documents reviewed.



## MEMORANDUM

**TO:** Brooke Jones, Senior Planner

**FROM:** Kyle Goetzmann, Civil Engineer I

**COPY:** Jon Tack, Village Engineer

**DATE:** October 6th, 2016

**SUBJECT:** Dundee Commons Retail Development  
404 W. Dundee Road – Engineering Review Comments

---

The Engineering Division received an updated site plan, market study, and plan commission response letter on September 28th, 2016. The Engineering Division has completed a review of the above referenced submittal and offers the following comments at this time:

1. Storm water report will be needed with the new configuration of the storm water detention basin and volume control.
2. The developer must provide a written request for storm water compensatory storage credits to be obtained from Heritage Lake.
3. 100 year overland flow routes must be identified for the development.
4. Separate fire and domestic water service lines must be used for each building.
5. Site distance analysis for Northgate Parkway entrance will be needed.
6. Letter of map amendment for development will be required.
7. Owner shall provide stream bank stabilization plan for the south bank of Buffalo Creek that runs adjacent to the detention basin.
8. All village notes and standards shall be included on final engineering drawings.
9. Engineer's estimate of construction cost is required.
10. MWRD, IEPA, IDOT, and Village of Wheeling Engineering and Site Alteration permits will be needed.
11. New traffic study will need to be submitted to account for the new interior layout and entrance location off of Northgate Parkway.

# VILLAGE OF WHEELING LEGISLATIVE COVER MEMORANDUM

**AGENDA ITEM NO(S):** 13.E-1  
(To be inserted by Deputy Clerk)

**DATE OF BOARD MEETING:** November 7, 2016

**TITLE OF ITEM SUBMITTED:** An Ordinance Authorizing the Donation of Unclaimed Bicycles in the Possession of the Wheeling Police Department

**SUBMITTED BY:** James J. Dunne, Chief of Police

**BASIC DESCRIPTION OF ITEM<sup>1</sup>:** Donation of thirty-eight (38) bicycles that are unclaimed, lost, or stolen which have been stored at the Wheeling Police Department and for which the identities of the persons entitled to the property cannot be ascertained.

**BUDGET<sup>2</sup>:** N/A

**BIDDING<sup>3</sup>:** N/A

**EXHIBIT(S) ATTACHED:** Memorandum and Ordinance

**RECOMMENDATION:** Approval

**SUBMITTED FOR BOARD CONSIDERATION:** Village Manager

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<sup>1</sup> The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.

<sup>2</sup> If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).

<sup>3</sup> If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered



**MEMORANDUM**

**TO:** Jon A. Sfondilis, Village Manager

**FROM:** James J. Dunne, Chief of Police

**DATE:** October 28, 2016

**SUBJECT:** Donation of bicycles stored at the Police Department to Working Bikes.

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**EXECUTIVE SUMMARY**

The Police department recommends donating unclaimed bicycles in the Village's possession to Working Bikes.

The attached list of property consists of 38 bicycles that are currently being held by the Wheeling Police Department and are being prepared for donation to Working Bikes, a Chicago-based not-for-profit tax exempt 501(c)(3) humanitarian aid organization. The bicycles are unclaimed, lost, or stolen. The identities of the persons entitled to the property cannot be ascertained.

Working Bikes donates used bicycles to individuals and partner organizations in Chicago, Africa, the Caribbean, and Central America. The donation of bicycles can make the difference between work and unemployment, mobility and immobility. Since its founding in 1999, Working Bikes has donated tens of thousands of bicycles.

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE DONATION OF UNCLAIMED BICYCLES IN THE POSSESSION OF THE WHEELING POLICE DEPARTMENT**

**WHEREAS**, the Wheeling Police Department has in its possession unclaimed, lost, or stolen property; and

**WHEREAS**, the property has been in the possession of the Wheeling Police Department for the past six months; and

**WHEREAS**, the identities or location of the persons entitled to the property cannot be ascertained; and

**WHEREAS**, Chapter 765, Act 1030, et seq. of the Illinois Compiled Statutes provides for the donation of unclaimed property;

**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 ONE: Pursuant to Chapter 765, Act 1030, et seq., of the Illinois Compiled Statutes, the President and Board of Trustees of the Village of Wheeling find that the following described property:

- Listing as described on Exhibit A (attached), dated 10/27/2016

is unclaimed, lost or stolen and subject to donation to Working Bikes, 2434 S. Western Ave, Chicago, IL 60608.

SECTION TWO: Pursuant to said Act 1030, the Village Manager is hereby authorized and directed to donate the aforementioned property using the services of Working Bikes, 2434 S. Western Ave, Chicago, IL 60608.

SECTION THREE: This Ordinance shall be in full force and effect from and after its passage, by a vote of at least three-fourths of the corporate authorities, and approval in the manner provided by law.

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

President Argiris \_\_\_\_\_

Trustee Brady Trustee \_\_\_\_\_

Krueger \_\_\_\_\_

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

Papantos \_\_\_\_\_

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

Vogel \_\_\_\_\_

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by the President and Board of Trustees of the Village of Wheeling, Illinois.

Dean  
Village  
ATTEST:

\_\_\_\_\_  
S. Argiris  
President

\_\_\_\_\_  
Elaine E. Simpson  
Village Clerk

APPROVED AS TO FORM:

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

Published in pamphlet form on this \_\_\_\_\_ day of \_\_\_\_\_ 2016 by order of the Corporate Authorities of the Village of Wheeling.



RCN #: 6344

To: [100] James J Dunne (Chief of Police)

From: Property Control Officer, Rodgers, Peter

Date: 10/27/2016

Re: Request for donation of property

As property control officer of the Wheeling Police Department, I request permission to prepare for donation the below listed property now in our departments custody.

**Department Case #: 12-428**



Item #: SCK1

Item Description: The following item was collected: - Qty: 1 -  
Bicycle Next power X mountain bike ser# LWKD075390.

Current Custody: Stored In Location - Bay 7

**Department Case #: 14-01021**



Item #: SPK1

Item Description: The following item was collected: - Qty: 1 -  
Bicycle Mongoose MODE270.

Serial #: SNACB12H00206//

Current Custody: Stored In Location - Bay 7



Item #: SPK2

Item Description: The following item was collected: - Qty: 1 -  
Bicycle BLACK BMX (ORIGINALLY RED) BICYCLE

Serial #: SNALL10H03905//

Current Custody: Stored In Location - Bay 7



Item #: SPK4

Item Description: The following item was collected: - Qty: 1 -  
Bicycle BLACK (ORIGINALLY GRAY) HYPER BIKE CO BMX  
BICYCLE

Serial #: DM12J0260396//

Current Custody: Stored In Location - Bay 7



Item #: SPK5

Item Description: The following item was collected: - Qty: 1 -  
Bicycle BLUE AND WHITE BMX BICYCLE

Serial #: GS090877760//

Current Custody: Stored In Location - Bay 7

**Department Case #: 14-01513**



RCN #: 6342

**To:** [100] James J Dunne (Chief of Police)  
**From:** Property Control Officer, Rodgers, Peter  
**Date:** 10/27/2016  
**Re:** Request for donation of property

**Department Case #: 14-01513**



**Item #:** CPR1

**Item Description:** The following item was collected: - Qty: 1 -  
Found property Blue/Black raleigh M20 Mountain Bike, ser#  
T96123741.  
**Serial #:** T96123741//  
**Current Custody:** Stored In Location - Bay 7

**Department Case #: 14-01559**



**Item #:** AJM1

**Item Description:** The following item was collected: - Qty: 1 -  
Bicycle Schwinn Caliente women's road bicycle, ser#m0119949  
**Serial #:** M0119949//  
**Current Custody:** Stored In Location - Bay 7

**Department Case #: 14-02109**



**Item #:** MPB1

**Item Description:** The following item was collected: - Qty: 1 -  
Bicycle (1) One Mens blue/silver Vertical PK7 mountain bike with  
broken chain, ser#49312309.  
**Serial #:** 49312309//  
**Current Custody:** Stored In Location - Bay 7

**Department Case #: 14-02285**



**Item #:** TOM01

**Item Description:** The following item was collected: - Qty: 1 -  
Bicycle LAUNCH AMX EXTREME 20 INCH BMX BICYCLE,  
SER# SAJ01797.  
**Current Custody:** Stored In Location - Bay 7

**Department Case #: 14-03109**



**Item #:** KTS1

**Item Description:** The following item was collected: - Qty: 1 -  
Bicycle (1) GIRLS 26" MOUNTAIN BIKE-BLUE SCHWINN  
RANGER, SER# SNIDC08E19081G65700.  
**Serial #:** SNIDC08E19081G65700//  
**Current Custody:** Stored In Location - Bay 7

**Department Case #: 14-03116**



**To:** [100] James J Dunne (Chief of Police)  
**From:** Property Control Officer, Rodgers, Peter  
**Date:** 10/27/2016  
**Re:** Request for donation of property

**Department Case #: 14-03116**



**Item #:** AJR1

**Item Description:** The following item was collected: - Qty: 1 -  
Bicycle (1) Girls Bike Green Ralieg / easy riding 6 26"  
**Serial #:** 00903234/  
**Current Custody:** Stored In Location - Bay 7

**Department Case #: 14-03198**



**Item #:** SRT1

**Item Description:** The following item was collected: - Qty: 1 -  
Bicycle White Kent bike ser# HS130552111 with flat rear tire.  
**Current Custody:** Stored In Location - Bay 7

**Department Case #: 14-03553**



**Item #:** JED1

**Item Description:** The following item was collected: - Qty: 1 -  
Bicycle Hyper havoc mountain bike.  
**Current Custody:** Stored In Location - Bay 7

**Department Case #: 14-03675**



**Item #:** MPB1

**Item Description:** The following item was collected: - Qty: 1 -  
Bicycle One Tike Bike (Red) NEXT Surge Heavy Paint Model#  
8508-25-D.  
**Serial #:** TB/  
**Current Custody:** Stored In Location - Bay 7

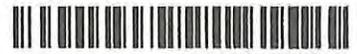
**Department Case #: 14-03976**



**Item #:** JJH1

**Item Description:** The following item was collected: - Qty: 1 -  
Bicycle Mens silver in color 24" bike PK7 vertical ser# 58430386.  
**Serial #:** 58430386/  
**Current Custody:** Stored In Location - Bay 7

**Department Case #: 14-04641**



To: [100] James J Dunne (Chief of Police)

From: Property Control Officer, Rodgers, Peter

Date: 10/27/2016

Re: Request for donation of property

**Department Case #: 14-04641**



Item #: MPB1

Item Description: The following item was collected: - Qty: 1 -  
Bicycle One Purple girls 24inch Diamond back "Octane" bicycle.

Serial #: ACU06B031608//

Current Custody: Stored In Location - Bay 7

**Department Case #: 14-04777**



Item #: RSH1

Item Description: The following item was collected: - Qty: 1 -  
Bicycle 1-Chaos 20" boys green bicycle ser# HS110308652.

Serial #: HS110308652//

Current Custody: Stored In Location - Bay 7

**Department Case #: 14-04835**



Item #: KTS1

Item Description: The following item was collected: - Qty: 1 -  
Bicycle 1 20" boys BMX blue Mongoose bike.

Current Custody: Stored In Location - Bay 7

**Department Case #: 15-08607**



Item #: AJR1

Item Description: The following item was collected: - Qty: 1 -  
Bicycle Mens dark green 26" 12 speed mongoose Element bike, ser#  
SNFSD13MJ8689.

Serial #: SNFSD13MJ8689//

Current Custody: Stored In Location - Bay 7

**Department Case #: 15-09100**



Item #: AJR1

Item Description: The following item was collected: - Qty: 1 -  
Bicycle Mens Mongoose XR-75 orange 26" 21 speed bike, ser#  
SNFSD0744388.

Serial #: SNFSD0744388//

Current Custody: Stored In Location - Bay 7

**Department Case #: 15-11740**



To: [100] James J Dunne (Chief of Police)  
From: Property Control Officer, Rodgers, Peter  
Date: 10/27/2016  
Re: Request for donation of property

**Department Case #: 15-11740**



Item #: MAR1

Item Description: The following item was collected: - Qty: 1 -  
Bicycle one green Chaos FS20 bike, ser# TS13107753.  
Serial #: TS13107753//  
Current Custody: Stored In Location - Bay 7

**Department Case #: 15-19438**



Item #: KTS1

Item Description: The following item was collected: - Qty: 1 -  
Bicycle 20" blue girls bicycle ser# GS081056979.  
Serial #: GS081056979//  
Current Custody: Stored In Location - Bay 7

**Department Case #: 15-21307**



Item #: SPK1

Item Description: The following item was collected: - Qty: 1 -  
Found property Silver/purple Schwinn MT Sport 5X Roadmaster,  
SNFSDT07DT8087.  
Serial #: SNFSDT07DT8087//  
Current Custody: Stored In Location - Bay 7

**Department Case #: 15-23077**



Item #: JEB1

Item Description: The following item was collected: - Qty: 1 -  
Bicycle Mens rd Huffy trail runner bicycle ser# AL14A109838.  
Serial #: AL14A109838//  
Current Custody: Stored In Location - Bay 7



Item #: JEB2

Item Description: The following item was collected: - Qty: 1 -  
Bicycle Mens gray/yellow Magna Ripclaw bicycle ser#  
DJGB109390.  
Serial #: DJGB109390//  
Current Custody: Stored In Location - Bay 7

**Department Case #: 15-26260**



To: [100] James J Dunne (Chief of Police)  
From: Property Control Officer, Rodgers, Peter  
Date: 10/27/2016  
Re: Request for donation of property

**Department Case #: 15-26260**



Item #: AJM1

Item Description: The following item was collected: - Qty: 1 -  
Found property Granite Peak Roadmaster women's bicycle 10-speed.  
Maroon frame with white fork  
Serial #: SNFSD14F69231//  
Current Custody: Stored In Location - Bay 7

**Department Case #: 15-29810**



Item #: DAK1

Item Description: The following item was collected: - Qty: 1 -  
Bicycle (1) One Diamondback Viper X (gray) bicycle.  
Serial #: EY110314618//  
Current Custody: Stored In Location - Bay 7

**Department Case #: 15-30256**



Item #: JET1

Item Description: The following item was collected: - Qty: 1 -  
Bicycle Black and light blue GT Performer BMX bike.  
Serial #: HAM0E02508//  
Current Custody: Stored In Location - Bay 7

**Department Case #: 15-40125**



Item #: SL1

Item Description: The following item was collected: - Qty: 1 -  
Bicycle Purple Magna bicycle, model Great Divide, ser#  
TD1089074094.  
Serial #: TD1089074094//  
Current Custody: Stored In Location - Bay 7

**Department Case #: 16-04463**



Item #: RSH1

Item Description: The following item was collected: - Qty: 1 -  
Bicycle Woman's 18 speed Bicycle Purple and Silver in color  
Serial #: 02TD34//  
Current Custody: Stored In Location - Bay 7

**Department Case #: 16-05735**



RCN #: 6342

To: [100] James J Dunne (Chief of Police)  
From: Property Control Officer, Rodgers, Peter  
Date: 10/27/2016  
Re: Request for donation of property

**Department Case #: 16-05735**



Item #: AJR1

Item Description: The following item was collected: - Qty: 1 -  
Bicycle ONE 26 18 SPEED RED/SILVER NEXT- POWER  
POWER X  
Serial #: LWJK006092/ /  
Current Custody: Stored In Location - Bay 7

**Department Case #: 16-05967**



Item #: AJM1

Item Description: The following item was collected: - Qty: 1 -  
Found property Huffy Rock It, Red in color, child's bike with light  
with white housing on handlebars  
Serial #: SNHTD13D20126/ /  
Current Custody: Stored In Location - Bay 7

**Department Case #: 16-06428**



Item #: ATT-1

Item Description: The following item was collected: - Qty: 1 -  
Bicycle Broken Mens Bicycle (Unreadable serial number)  
Current Custody: Stored In Location - Bay 7

**Department Case #: 16-07580**



Item #: DAK1

Item Description: The following item was collected: - Qty: 1 -  
Bicycle BOYS DIRT BIKE  
Serial #: DTCBD022194/ /  
Current Custody: Stored In Location - Bay 7

**Department Case #: 16-09570**



Item #: MAR1

Item Description: The following item was collected: - Qty: 1 -  
Bicycle one silver Schwinn boys Bicycle  
Current Custody: Stored In Location - Bay 7

**Department Case #: 16-14357**

To: [100] James J Dunne (Chief of Police)  
From: Property Control Officer, Rodgers, Peter  
Date: 10/27/2016  
Re: Request for donation of property

Department Case #: 16-14357



Item #: AJR1

Item Description: The following item was collected: - Qty: 1 -  
Bicycle boys blue 20in Huffy Rockit 2 flat tires  
Serial #: SNHEJ07A89645//  
Current Custody: Stored In Location - Bay 7



Item #: AJR2

Item Description: The following item was collected: - Qty: 1 -  
Bicycle girls pink 20in Avico Markin Wavz  
Serial #: G1001007133//  
Current Custody: Stored In Location - Bay 7

Department Case #: 16-14481



Item #: AJM1

Item Description: The following item was collected: - Qty: 1 -  
Bicycle Next Lil Gem girl's pink bicycle with purple wheels  
Serial #: LWKD037626//  
Current Custody: Stored In Location - Bay 7

Comments: The listed property will be donated to Working bikes once the Village Boad passes an ordinance for the donation.

Requesting Officer: Peter Rodgers #356 Signature: [Signature] #356 Date: 10-27-16  
Please Print

Chief approval : x James J. Dunne Signature: x [Signature] Date: x 10/28/16  
Please Print



# MEMO

TO: James J. Dunne Chief of Police  
FROM: Evidence/Property Officer Rodgers #356  
RE: Cover letter for the donation of property  
DATE: 10/27/2016

The listed property currently being held by the Wheeling Police Department (attached) is being prepared for donation to Working Bikes. Working Bikes is a Chicago-based not-for-profit tax exempt 501(c)(3) humanitarian aid organization.

Working Bikes tackles two issues—local waste of resources and global lack of them—at once, with bicycles as the link. Working Bikes donates used bicycles to individuals and partner organizations in Chicago, Africa, the Caribbean, and Central America. In the communities to which they give donations, a bicycle can be the difference between work and unemployment, mobility and immobility. Since its founding in 1999, Working Bikes has donated tens of thousands of bikes, giving these old bicycles new lives.

Please review the donation list and if it acceptable to you, please sign the last page with your approval. I will then send the list along with the ordinance for donation to the Village Manager for Village Board approval.

By:

Peter Rodgers \*356

Evidence/Property officer

**VILLAGE OF WHEELING  
LEGISLATIVE COVER MEMORANDUM**

**AGENDA ITEM NO(S):** 13.E-2  
*(To be inserted by Deputy Clerk)*

**DATE OF BOARD MEETING:** November 7, 2016

**TITLE OF ITEM SUBMITTED:** An Ordinance Authorizing the Sale by the Illinois State Police of a Forfeited Vehicle Awarded to the Wheeling Police Department by the Cook County State's Attorney

**SUBMITTED BY:** James J. Dunne, Chief of Police

**BASIC DESCRIPTION OF ITEM<sup>1</sup>:** The attached Ordinance authorizes the Village to Return a Seized Vehicle (2001 Nissan Altima) to the Illinois State Police to be sold per State Statute.

**BUDGET<sup>2</sup>:** N/A

**BIDDING<sup>3</sup>:** N/A

**EXHIBIT(S) ATTACHED:** Memorandum and Ordinance

**RECOMMENDATION:** Approval

**SUBMITTED FOR BOARD APPROVAL:** Village Manager

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<sup>1</sup> The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.

<sup>2</sup> If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).

<sup>3</sup> If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered



**MEMORANDUM**

**TO:** Jon Sfondilis, Village Manager  
**FROM:** James J. Dunne, Chief of Police  
**DATE:** November 7, 2016  
**SUBJECT:** Ordinance authorizing the sale of a forfeited vehicle possessed by the Wheeling Police Department

---

**EXECUTIVE SUMMARY**

Staff recommends Board approval of an ordinance authorizing the sale of a forfeited vehicle that was awarded to the Wheeling Police Department during Wheeling Police Incident 09-2179.

Attached to this memorandum is the ordinance prepared by the Police Department for the sale of a forfeited vehicle. This vehicle, a 2001 Nissan Altima, was seized during Wheeling Police Incident 09-2179. The forfeiture of this vehicle to the Police Department was authorized by the Cook County State's Attorney Office on September 15, 2009 and by the Illinois State Police on November 24, 2009.

Per State law, the vehicle must be returned to the Illinois State Police, and they will conduct the sale of the vehicle. Once sold, 65% of the actual sold price will be awarded to the Police Department.

With your concurrence, please include this item on the November 7, 2016 Board meeting agenda.

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE SALE BY THE ILLINOIS STATE POLICE OF A FORFEITED VEHICLE AWARDED TO THE WHEELING POLICE DEPARTMENT BY THE COOK COUNTY STATE'S ATTORNEY**

**WHEREAS**, the Wheeling Police Department has in its possession a black 2001 Nissan Altima, vehicle identification number 1N4DL01A91C158682; and

**WHEREAS**, the vehicle was forfeited to the Wheeling Police Department in November of 2009 under the authority of the Cook County State's Attorney in accordance with the Illinois Controlled Substances Act (725 ILCS 150); and

**WHEREAS**, the vehicle must be returned to the Illinois State Police and sold at auction by the Illinois State Police;

**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 ONE: Pursuant to Section 5/11-76-4 of the Illinois Municipal Code, Illinois Compiled Statutes, Ch. 65, the Board finds that the following described personal property:

- a black 2001 Nissan Altima, vehicle identification number 1N4DL01A91C158682

now owned by said Village, is no longer necessary or useful to the Village, and the best interests of the Village would be best served by its disposition.

SECTION TWO: Pursuant to said Section 5/11-76-4, the Village Manager or his designee is hereby authorized and directed to dispose of the aforesaid property by transferring it to the Illinois State Police to be sold at auction in the manner provided by law.

SECTION THREE: This Ordinance shall be in full force and effect from and after its passage, by a vote of at least three-fourths of the corporate authorities, and approval in the manner provided by law.

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

President Argiris \_\_\_\_\_

Trustee Brady Trustee

Krueger \_\_\_\_\_

Trustee Vito Trustee

Lang \_\_\_\_\_

Trustee Papantos Trustee

Vogel \_\_\_\_\_

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by the President and Board of Trustees of the Village of Wheeling, Illinois.

\_\_\_\_\_  
Dean S. Argiris  
Village President

ATTEST:

\_\_\_\_\_  
Elaine E. Simpson  
Village Clerk

APPROVED AS TO FORM:

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

Published in pamphlet form this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by order of the Corporate Authorities of the Village of Wheeling.

**VILLAGE OF WHEELING  
LEGISLATIVE COVER MEMORANDUM**

**AGENDA ITEM NO(S):** 13.E-3  
*(To be inserted by Deputy Clerk)*

**DATE OF BOARD MEETING:** November 7, 2016

**TITLE OF ITEM SUBMITTED:** An Ordinance Author izing the Sale by the Illinois State Police of a Forfeit ed Vehicle Awarded to the Wheeling Polic e Departm ent by the Lake County State’s Attorney

**SUBMITTED BY:** James J. Dunne, Chief of Police

**BASIC DESCRIPTION OF ITEM<sup>1</sup>:** The attached ordinance authorizes the Village to return a seized vehicle (a 2002 Mazda 626) to the Illinois State Police to be sold per state statute.

**BUDGET<sup>2</sup>:** N/A

**BIDDING<sup>3</sup>:** N/A

**EXHIBIT(S) ATTACHED:** Memorandum and Ordinance

**RECOMMENDATION:** Approval

**SUBMITTED FOR BOARD APPROVAL:** Village Manager

---

<sup>1</sup> The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.

<sup>2</sup> If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).

<sup>3</sup> If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered



**MEMORANDUM**

**TO:** Jon Sfondilis, Village Manager  
**FROM:** James J. Dunne, Chief of Police  
**DATE:** November 7, 2016  
**SUBJECT:** Ordinance authorizing the sale of a forfeited vehicle possessed by the Wheeling Police Department

---

**EXECUTIVE SUMMARY**

Staff recommends Board approval of an ordinance authorizing the sale of a forfeited vehicle that was awarded to the Wheeling Police Department during Wheeling Police Incident 07-1161.

Attached to this memorandum is the ordinance prepared by the Police Department for the sale of a forfeited vehicle. This vehicle, a 2002 Mazda 626, was seized during Wheeling Police Incident 07-1163. The forfeiture of this vehicle to the Police Department was authorized by the Lake County State's Attorney Office on September 15, 2007 and by the Illinois State Police on November 14, 2007.

Per State law, the vehicle must be returned to the Illinois State Police, and they will conduct the sale of the vehicle. Once sold, 65% of the actual sold price will be awarded to the Police Department.

With your concurrence, please include this item on the November 7, 2016 Board meeting agenda.

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE SALE BY THE ILLINOIS STATE POLICE  
OF A FORFEITED VEHICLE AWARDED TO THE WHEELING POLICE  
DEPARTMENT BY THE LAKE COUNTY STATE'S ATTORNEY**

**WHEREAS**, the Wheeling Police Department has in its possession a white 2002 Mazda 626, vehicle identification number 1YVGF22D125271979; and

**WHEREAS**, the vehicle was forfeited to the Wheeling Police Department in November of 2007 under the authority of the Lake County State's Attorney in accordance with the Illinois Controlled Substances Act (725 ILCS 150); and

**WHEREAS**, the vehicle must be returned to the Illinois State Police and sold at auction by the Illinois State Police;

**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 ONE: Pursuant to Section 5/11-76-4 of the Illinois Municipal Code, Illinois Compiled Statutes, Ch. 65, the Board finds that the following described personal property:

- a 2002 Mazda 626, vehicle identification number 1YVGF22D125271979

now owned by said Village, is no longer necessary or useful to the Village, and the best interests of the Village would be best served by its disposition.

SECTION TWO: Pursuant to said Section 5/11-76-4, the Village Manager or his designee is hereby authorized and directed to dispose of the aforesaid property by transferring it to the Illinois State Police to be sold at auction in the manner provided by law.

SECTION THREE: This Ordinance shall be in full force and effect from and after its passage, by a vote of at least three-fourths of the corporate authorities, and approval in the manner provided by law.

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

President Argiris \_\_\_\_\_

Trustee Brady Trustee \_\_\_\_\_

Krueger \_\_\_\_\_

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

Lang \_\_\_\_\_

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

Vogel \_\_\_\_\_

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by the President and Board of Trustees of the Village of Wheeling, Illinois.

\_\_\_\_\_  
Dean S. Argiris  
Village President

ATTEST:

\_\_\_\_\_  
Elaine E. Simpson  
Village Clerk

APPROVED AS TO FORM:

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

Published in pamphlet form this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by order of the Corporate Authorities of the Village of Wheeling.