

**WHEELING TOWNSHIP**  
1616 North Arlington Heights Road  
Arlington Heights, IL 60004

**REGULAR MEETING OF THE BOARD OF TRUSTEES**

PAULA ULREICH MEETING ROOM  
TUESDAY, FEBRUARY 25, 2025  
8:00 PM

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE
- IV. APPROVAL OF MINUTES OF REGULAR BOARD MEETING JANUARY 28, 2025
- V. AUDIT
- VI. CITIZENS TO BE HEARD
- VII. OFFICIALS' REPORT
- VIII. ADMINISTRATOR'S REPORT
- IX. EXECUTIVE SESSION-For Purposes of Staff Salaries and Employment Matters
- X. NEW BUSINESS
  1. Approval - Audit Engagement Letter
  2. Approval – Road Management Engineering Services Agreement - Spaceco not to exceed \$40,000
  3. Approval – Purchase of New Bus not to exceed \$110,000
  4. Approval – Prospect Heights Fire Protection District Trustee Appointment William McDonald to Replace Lars Anderson Term Ending May 1, 2026.
  5. 2024-25 Transfer of Appropriations - Town, General Assistance and Road
  6. 2025-26 Agency Funding Discussions
  7. 2025-26 Budget Discussions
- XI. ADJOURNMENT

**NEXT REGULAR BOARD MEETING-TUESDAY, MARCH 18, 2025-8:00 PM**

**CALL TO ORDER**

The regular meeting of the Supervisor and Board of Trustees of Wheeling Township, for January 28, 2025 was held in the Paula Ulreich Meeting Room, in the Township of Wheeling, 1616 North Arlington Heights Road, Arlington Heights, Illinois. Supervisor Penner called the meeting to order at 8:00 p.m.

**ROLL CALL**

Clerk Gauza called the roll and the following members were present, Supervisor Kathy Penner, Trustee Jeanne Hamilton, Trustee Patricia Kozicki, Trustee Joseph Murglin, Trustee Darrel Talken and Clerk Joanna Gauza.

Also in attendance: Wheeling Township Assessor Ken Jochum, Wheeling Township Attorney Kenneth Florey, and Wheeling Township Director of Finance and Administration Regina Stapleton.

Absent: None

**PLEDGE OF ALLEGIANCE**

Supervisor Penner led those assembled in the Pledge of Allegiance.

**APPROVAL OF MINUTES:**

**MOTION #1: APPROVAL OF THE MINUTES OF THE REGULAR BOARD MEETING ON DECEMBER 10, 2024**

Motion by Trustee Kozicki, seconded by Trustee Murglin, to approve the minutes of December 10, 2024 Regular Board Meeting.

ROLL CALL VOTE: AYES: Kozicki, Murglin, Hamilton, Talken, Penner  
NAYS: None.... Motion #1 Carried.

**AUDIT**

**MOTION #2: AUDIT FOR CEMETERY FUND**

Motion by Trustee Kozicki, seconded by Trustee Murglin, to approve batch #12/27/24 and #1/28/25 against the Cemetery Fund, in the amount of \$2,663.50 to be paid.

ROLL CALL VOTE: AYES: Kozicki, Murglin, Hamilton, Talken, Penner  
NAYS: None.... Motion #2 Carried.

**MOTION #3: AUDIT FOR ROAD MANAGEMENT FUND**

Motion by Trustee Kozicki, seconded by Trustee Murglin, to approve batch #12/27/24, #12/31/24, #1/10/25 and #1/28/25 against the Road Management Fund, in the amount of \$14,958.72 to be paid.

ROLL CALL VOTE: AYES: Kozicki, Murglin, Hamilton, Talken, Penner  
NAYS: None.... Motion #3 Carried.

**MOTION #4: AUDIT FOR TOWN FUND**

Motion by Trustee Kozicki, seconded by Trustee Murglin, to approve batch #12/13/24, #12/17/24, #12/19/24, #12/27/24, #12/31/24, #1/10/25, #1/24/25, 1/27/25 and #1/28/25 against the Town Fund in the amount of \$415,766.42 to be paid.

ROLL CALL VOTE: AYES: Kozicki, Murglin, Hamilton, Talken, Penner  
NAYS: None.... Motion #4 Carried.

**CITIZENS TO BE HEARD**

Joan Huening: She wanted to know if there is any grants or assistance for housing in the neighborhood impacted by the flooding.

Dorothy Bruzan: Talked about the December 19 meeting with our Administrator and our Supervisor.

John Truncale: Fire Protection District will be having a retirement and need replacement.

**OFFICIALS' REPORT**

**ASSESSOR:** Assessor Jochum reported:

- TAX YEAR 2024
- First installment tax bills will be coming very shortly and may currently be reviewed on line. As you will recall the first installment is 55% of the total previous year's tax payment. Following past practice, we will be distributing phones numbers for taxing bodies upon request.
  
- During 2024:
- We served 71 veterans with disabilities.
- We served, in office, 2,310 seniors with senior exemption and senior freeze applications.
- The senior deferral program is available, allowing for a \$7,500 loan at a simple interest of 3% for those who are senior freeze eligible. Applications are made

## WHEELING TOWNSHIP MINUTES OF REGULAR MEETING JANUARY 28, 2025

through the Cook County Treasurer and we can assist. This program ends in march

- There is some delay in the county's distribution of exemption application and the current date is the beginning of March.
- TAX YEAR 2025
- This year we will be re-assessed and we advise taxpayers to check with us to make certain their exemptions are correct.

### **CLERK'S REPORT:** Clerk Gauza reported:

- We had a document disposal on January 16. The Clerk thanked Administrator Stapleton for organizing the disposal.

### **ADMINISTRATOR'S REPORT:** Administrator Stapleton reported:

- The Arlington Heights Mayor's Prayer Breakfast is February 6 at 7 am.
- AARP Tax prep will start this Friday, January 31, 2025. The Township has begun taking appointments.
- We are still looking for part-time drivers and the posting is on our website and on our social media.
- Our Adopt a Family Program was again a huge success. We helped 189 families with gifts this year. Thank you to our donors.
- The Mental Health Board Manager position will be posted by the end of this week. Interviews start the week of February 17, 2025.
- Statistics for December 2024:
  - 1,471 rides - 752 non-medical, 719 medical (180 disabled rides)
  - 887 – meals delivered
  - 446 – visits to the Food Pantry – 982 people, 228 children and 418 seniors
  - 8 – Alzheimer's Caregiver Support Group
  - 21 – Visually Impaired Group Holiday Party

### **NEW BUSINESS:**

#### **MOTION #5: APPROVAL OF RESOLUTION 2025-01 – APPROVING DELEGATION OF PERMITTING AUTHORITY**

Motion by Supervisor Penner, seconded by Trustee Kozicki to approve the Resolution 2025-01, Approving Delegation of Permitting Authority.

ROLL CALL VOTE: AYES: Penner, Kozicki, Murglin, Hamilton, Talken  
NAYS: None.... Motion #5 Carried.

**MOTION #6: APPROVAL OF 2025 -26 BUDGET CALENDAR**

Motion by Supervisor Penner, seconded by Trustee Murglin to approve the 2025-26 Budget Calendar.

ROLL CALL VOTE: AYES: Penner, Murglin, Kozicki, Hamilton, Talken  
NAYS: None.... Motion #6 Carried.

**MOTION #7: APPROVAL OF IRS 2025 MILEAGE RATE CHANGE**

Motion by Supervisor Penner, seconded by Trustee Kozicki to approve the IRS 2025 Mileage Rate Change.

ROLL CALL VOTE: AYES: Penner, Kozicki, Murglin, Hamilton, Talken  
NAYS: None.... Motion #7 Carried.

**MOTION #8: APPROVAL OF FOREST RIVER FIRE PROTECTION DISTRICT TRUSTEE APPOINTMENT FOR A THREE-YEAR TERM – MEREDITH WISNIEWSKI**

Motion by Supervisor Penner, seconded by Trustee Hamilton to approve the Forest River Fire Protection District Trustee Appointment for a Three-Year Term – Meredith Wisniewski.

ROLL CALL VOTE: AYES: Penner, Hamilton, Murglin, Kozicki, Talken  
NAYS: None.... Motion #8 Carried.

**MOTION #9: ADJOURNMENT**

Motion by Supervisor Penner seconded by Trustee Murglin to adjourn.

VOICE CALL VOTE: All Ayes.... Motion #9 Carried.

The meeting for Tuesday, January 28, 2025, was declared adjourned at 8:15 p.m. The next scheduled regular board meeting is set for Tuesday, February 25, 2025, at 8:00 p.m.

Joanna M. Gauza  
Wheeling Township Clerk

February 4, 2025

Board of Trustees and Management  
Wheeling Township  
1616 North Arlington Heights Road  
Arlington Heights, Illinois 60004

Dear Board Members and Management:

We are pleased to confirm our understanding of the services we are to provide the Wheeling Township for the year ended February 28, 2025.

### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of Wheeling Township as of and for the year ended February 28, 2025. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A) budget information and pension schedules, to supplement Wheeling Township's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Wheeling Township's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance.

We have also been engaged to report on supplementary information other than RSI that accompanies Wheeling Township's financial statements. We will subject the supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and

we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

#### **Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Our audit of the financial statements does not relieve you of your responsibilities.

### **Audit Procedures – Internal Control**

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following significant risks of material misstatement as part of our audit planning:

According to GAAS, significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these as significant risks. We will design our audit procedures to reduce significant risks to a low level.

### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Wheeling Township's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.



### **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report

thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

### **Other Services**

We will update your capital asset and depreciation schedules for you and propose various accrual entries and ask you to review and approve them prior to finalizing the audit. We will also prepare the financial statements of Wheeling Township in conformity with accounting principles generally accepted in the United States of America based on information provided by you. We will also prepare the informational tax returns for Wheeling Township Emergency Fund, Inc. and Wheeling Township Report, Inc. In addition, as part of our engagement, we will also prepare the Annual Financial Report required to be filed with the Office of the Comptroller of the State of Illinois for the year ended February 28, 2025.

We will perform the services in accordance with professional standards. The other services are limited to the services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

Raj Nagaraja is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit in April 2025 and issue our report no later than your July 2025 Board of Trustees meeting.

Our fees for these services will be based on time spent at our standard hourly rates plus travel and other out-of-pocket costs such as report production, typing, postage, etc. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Based on our estimates, the fee for the audit will be \$18,900. We will prepare the informational tax returns for Wheeling Township Emergency Fund, Inc. and Wheeling Township Report, Inc.

for \$950 each. The fee estimates are based on the premise that your personnel will be instructed to provide us with assistance in the preparation of various schedules, which we will request prior to our arrival. This will enable us to spend a minimum amount of time performing clerical tasks and thus concentrate strictly on audit functions. You recognize that and acknowledge that the failure of Township personnel to provide such information on a timely basis could delay the completion of the engagement and may increase our fees and costs. If unexpected circumstances are encountered during the audit and significant additional time is necessary, we will discuss it with you prior to billing.

**Reporting**

We will issue a written report upon completion of our audit of Wheeling Township's financial statements. Our report will be addressed to the board of trustees of Wheeling Township. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return it to us.

Sincerely,

*ATA Group, LLP*

ATA Group, LLP

**RESPONSE:**

This letter correctly sets forth the understanding of Wheeling Township.

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

January 28, 2025  
Revised: February 6, 2025  
**Revised February 20, 2025**

Regina Stapleton  
Director of Finance and Administration  
Wheeling Township  
1616 N. Arlington Heights Road  
Arlington Heights, IL 60004

Phone: (847) 259 – 7730  
Email: [RStapleton@wheelingtowship.com](mailto:RStapleton@wheelingtowship.com)

**RE: PROFESSIONAL ENGINEERING SERVICES  
MASTER AGREEMENT  
WHEELING TOWNSHIP, ILLINOIS  
(SPACECO Project No.13714)**

Dear Regina:

Spaceco, Inc is please to submit this proposal for permit reviews, construction management and administration, and municipal engineering services. It is our understanding that these services will include grading and drainage plan review for single family homes, review and inspection of projects impacting Township-owned Right of Way (ROW), construction inspection for work impacting Township ROW, and design, bidding, and inspection services for Township funded capital improvement projects. The following describes our scope of services and schedule of fees.

## **SCOPE OF BASIC SERVICES**

**TASK 1\* – SINGLE FAMILY HOME REVIEW:** Spaceco, Inc. will provide review of single family home and substantial addition projects. The following tasks will be completed **for work impacting or proposed within the Township ROW only:**

- Retrieval of permit application and survey and plan submittals from the Township and/or Applicant.
- Review site plan and grading plan for compliance with Township requirements and specifications and standard engineering methods and practices.
- Provide a letter of findings (comments to be addressed by applicant or recommendation of approval)
- Review revised submittals as necessary
- **Review of improvements on private property shall be the responsibility of Cook County. We will not review or comment on improvements to private property.**

It is anticipated that all plan reviews will be completed in five working days or less and in no case would the turn around be greater than ten working days.

Task 1 Fee: Hourly\* (Typical Budget: **\$300** per review)

\*Final review fee is dependent on the actual time required for the review(s) but is typically between 1-2 hours based on our historical experience with these reviews.

Note, Wheeling Township's current fee structure is "fixed-fee" for all permits. As discussed, the Township could adopt a new permit fee structure of "Review Fee + Fixed Permit Fee". For example, the current fixed-fee for single family homes is \$975. If a new fee structure was adopted with a permit fee of \$150 (or whatever amount the Township deems appropriate), the total cost to the resident would drop to **\$450**.

**TASK 2\* – RIGHT OF WAY PROJECT REVIEW AND INSPECTION:** Spaceco, Inc. will provide review of construction proposed within the Right of Way. Typically, this task is only necessary when utility companies plan to improve their facilities located within the ROW and does not apply to Township residents. The following tasks will be completed:

- Conduct a site visit and photo-document existing conditions
- Grading and stormwater impacts to the R.O.W.
- Storm sewer improvements where impacted by construction
- Sediment and Erosion Control
- Provide a letter of findings (comments to be addressed by applicant or recommendation of approval)
- Review revised submittals as necessary

It is anticipated that all plan reviews will be completed in ten working days or less and in no case would the turn around be greater than fifteen working days.

Task 2 Fee: Hourly\* (Typical Budget \$2,500)

\*Final review fee is dependent on the actual time required for the review(s) but is typically between 3-6 hours based on our historical experience with these reviews. Inspection time for these projects will be estimated at the time of plan approval so that the Township can collect both review and inspection fees prior to permit issuance.

**TASK 3\* – CAPITAL IMPROVEMENT DESIGN, BIDDING, AND INSPECTION:**

Spaceco, Inc will provide Professional Engineering Design Services for Capital Improvement projects within the Township, as requested, which may include but not be limited to:

- Provide studies, evaluations, cost and time estimates, reports, recommendations, and annual capital improvement plans;
- Annual street maintenance program
- Roadway widening/reconstruction
- Storm sewer improvements, replacements, and extensions
- When necessary, we will prepare, submit, and seek approval from other regulatory agencies.
- Prepare Requests for Proposals for projects estimated to cost less than \$30,000, which is the currently legal no-bid limit for Illinois townships.
- Prepare plans, specifications, and bidding documents for projects estimated to exceed \$30,000.
- Provide assistance with grant applications

Due to the wide range of complexity and scope of these types of projects, each project will be completed on a Time and Materials basis or a separate agreement will be agreed to with the Township on a Lump Sum or Not-To-Exceed basis.

Task 3 Fee: TBD, Case-by-Case Basis

Construction meetings, observation, inspection or testing: Supervision, direction, or surveillance of the work of the Contractor(s), his employees or agents, will not be provided and we shall not be liable for the results of any such interpretations or decisions rendered in good faith. The Contractor(s) will be informed by the Client that neither the presence of Spaceco, Inc. field staff nor the observation by our firm shall excuse the Contractor in any way for defects discovered in the work. Spaceco, Inc.'s presence on-site shall not be construed to relieve the Contractor in any way from his sole responsibility for the quality and workmanship of the work and for strict compliance with the permitted plans and specifications. Spaceco, Inc. shall not be deemed to be in charge of the work or scheduling of the Contractor's work. Spaceco, Inc. shall not be responsible for construction means, methods,

procedures, techniques, sequences, time of performance or safety precautions in the prosecution of the work. Spaceco, Inc. may monitor the Contractor's schedule and may monitor progress for the benefit of the Client and report to the Client when, in Spaceco, Inc.'s opinion work is falling behind schedule. The Client shall hold the Contractor responsible for traffic control and protection on the project 24-hours a day, and the presence of Spaceco, Inc. personnel shall not relieve the Contractor of this responsibility. It is understood that Spaceco, Inc. will not be responsible for job and site safety on projects. Job and site safety shall be the sole responsibility of the Contractor(s). Spaceco, Inc. does not have the right to stop work and will not advise, schedule, coordinate, or supervise the Contractor(s) nor the Contractor's means and methods of their work. Construction observation services provided by Spaceco, Inc. staff shall be limited only to and for general compliance with the Contract Documents plans and specifications.

TASK 4\* - CONSULTATION/MEETINGS/CONFERENCE CALLS: When requested, Spaceco, Inc. will provide consultation including attendance at board meetings, group meetings, or conference calls with the Client, municipal staff, governmental agencies and utility companies to properly advise the Client of the engineering concerns. This task will be billed at an hourly rate on a Time and Materials basis.

**\*In no case shall the aggregate of fees for Tasks 1-4 exceed \$40,000 without written approval from Wheeling Township.**

Our services will be invoiced monthly. Payments are due within thirty days after invoicing. Work identified as payable on an hourly basis will be billed to you at the rates specified on the enclosed Schedule of Charges for Professional Services. We will establish our contract in accordance with the enclosed General Terms and Conditions, which are expressly incorporated into and are an integral part of this contract for professional services. If you wish to discuss the terms, conditions and provisions of this agreement, I would be pleased to do so at your earliest convenience. We reserve the right to increase our fees by 5% on each annual anniversary of this Agreement. All reproductions and delivery services will be billed to the Client on a cost plus 10% basis.

If this proposal meets with your approval, please sign and return to us for our files.

Sincerely,

SPACECO, Inc.



Ted Ward, P.E.  
Construction Department Manager

c: D. Stevens, R. Stawik - SPACECO, Inc.  
File Copy

ACCEPTED FOR: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



JANUARY 01, 2025

# Standard Charges for Professional Services

## Hourly Rate

Principal	\$385.00
Vice President	\$315.00
Senior Project Manager	\$210.00
Senior Design Engineer	\$205.00
Senior Project Designer	\$180.00
Project Manager	\$195.00
Project Engineer	\$180.00
Design Engineer	\$155.00
Intern	\$80.00
Construction Department Manager	\$210.00
Construction Engineer II	\$155.00
Construction Engineer I	\$125.00
CAD Manager	\$170.00
CAD Technician II	\$165.00
CAD Technician I	\$150.00
Survey Department Manager	\$240.00
Survey Group Manager	\$200.00
Survey Manager	\$180.00
Project Surveyor	\$170.00
Land Surveyor Technician	\$150.00
One Man Survey Crew	\$160.00
Two Man Survey Crew	\$270.00
Three Man Survey Crew	\$370.00
Hydrographic Boat with Equipment	\$550.00/Day
Administrative Assistant	\$105.00

## Reimbursable Expenses

Fax	\$0.50/page
Outside copy service, messenger, overnight delivery, photos	Cost + 10%
Mileage	\$0.67/mile
Electronic Transfer	\$40.00
Drone	\$200/day
GPS Unit	\$150.00/day

Spaceco reserves the right to increase these rates and costs by 5% after December 31, 2025.

**Rosemont**

P:(847) 696-4060

9575 W. Higgins Rd, Suite 700  
Rosemont, IL 60018



[spacecoinc.com](http://spacecoinc.com)

SPACECO, INC.  
GENERAL TERMS AND CONDITIONS

1. **Relationship Between Engineer and Client:** SPACECO, Inc. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts or failure to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than as provided by Illinois law.

2. **Responsibility of the Engineer:** Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. **Changes:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. **Suspension of Services:** Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.
5. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. **Documents Delivered to Client:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inaccuracies, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. **Reuse of Documents:** All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Client may use the drawings to complete the project if the Engineer is terminated and/or for future work on the building, subject to the Client indemnification language in this Agreement.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. **Standard of Practice:** The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. **Compliance With Laws:** The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA,

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. **Indemnification:** Engineer shall indemnify and hold harmless Client from loss or expense, including reasonable attorney's fees for claims for breach of this Agreement, personal injury (including death) or property damage arising out of the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for breach of this Agreement, personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the State of Illinois. Claims, disputes or other matters in questions between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be subject to and decided by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association currently in effect, but only in the case where a mutual resolution cannot be reached.
13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".
17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, county or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.

22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client and Engineer agree that to the fullest extent permitted by law, the Engineer's and Client's total aggregate liability to the Engineer or Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the amounts of Engineer's insurance coverage.. Such causes included but are not limited to the Engineer's or Client's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing.

26. **Payment:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (90) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Engineer will prepare and Client shall use construction contract documents that will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

**Kotecki Waiver.** Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and agrees to indemnify and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subcontractors entered into in furtherance of the general contract.

28. **Jobsite Safety/Supervision & Construction Observation:** The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Engineer will prepare, and Client will use construction contract documents that require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

To the extent permitted by the Client's and Engineer's insurance policies, the Client and Engineer waive all rights of subrogation against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

Where the term "Defend" is used in contract documents between the Client and Engineer, the term is mutually understood to apply to the Engineer's General Liability and Automotive Insurance policies only, and not their Professional Liability policy. The Engineer's General Liability and Automotive Insurance policies will provide defense costs on behalf of the Client to the extent they are covered as additional insured on said policies.

30. Hazardous Materials: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

1:01 pm

**Wheeling Township  
1616 N. Arlington Heights Road  
Arlington Heights, IL 60004**

**Bus**

**Public Bid Opening convened at 1:00 p.m. on Monday, February 24, 2025.**

**Present at bid opening were:**

*Lynndah Lahey Dir of Sr Services*

**At 1:00 p.m. the following 2 sealed bids were the only bids received and therefore, the only bids opened:**

<i>Best Bus Sales</i>	<i>87,688</i>

*Regina Stapleton*

**Regina Stapleton Director of Finance and Administration**

*Joanna Gauza*

**Joanna Gauza, Clerk**

*2/24/2025*





# Prospect Heights Fire Protection District

*Office of the Fire Chief*

10 East Camp McDonald Road, Prospect Heights, Illinois 60070

Phone 847-253-8060 FAX 847-253-4759 [dsmith@phfire.com](mailto:dsmith@phfire.com)

February 19, 2025

Ms. Regina Stapleton, Administrator  
Wheeling Township  
1616 N. Arlington Heights Road  
Arlington Heights, Illinois 60004

Re: Trustee Appointment

Dear Mrs. Stapleton:

As you know, Mr. Lars Anderson resigned from our board of trustees.

I am recommending WILLIAM MCDONALD as a replacement for the term ending May 1, 2026.

Attached is Mr. McDonald's letter of interest and resume.

Should you have any questions, please call me.

Sincerely,

A handwritten signature in black ink that reads "Drew Smith". The signature is written in a cursive, slightly slanted style.

Drew R. Smith, EFO/CFO, LP  
Fire Chief

Bill McDonald  
617 Edinburgh Ln #D  
Prospect Heights, IL  
60070

Ms. Regina Stapleton Director of Finance and Administration  
161 Arlington Heights Rd  
Wheeling Township, IL  
60004

I recently met with Chief Drew Smith regarding a vacancy on the Prospect Heights Fire District Trustee position. I would like to be considered for that position. I moved to Wheeling Township 5 years ago and would like to be more involved

I believe in giving back to the community and for many years have served on several boards in a financial review capacity. I also volunteer preparing taxes for AARP. My experience will allow me to be a contributing member of the Board of Trustees.

Thank you for your consideration. Please contact me at 630-939-3832.

Sincerely,  
Bill McDonald

cc. Chief Smith, Prospect Heights Fire Protection District

WHEELING TOWNSHIP

TRANSFER OF APPROPRIATIONS ORDINANCE

**TOWN FUND**

WHEREAS there was adopted on **April 23, 2024** by the Board of Trustees of Wheeling Township, County of Cook, State of Illinois, a Budget and Appropriation Ordinance for the fiscal year ending **February 28, 2025**,

AND WHEREAS it now appears that certain adjustments between appropriated items in the **TOWN FUND** ordinance are desirable and necessary,

AND WHEREAS Section 3 of the Illinois Municipal Budget Law, approved July 12, 1937, as amended, authorizes transfers between the various line items within any fund in such appropriation ordinance *not exceeding ten percent* of the total amount appropriated in such fund,

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of Wheeling Township in the County of Cook, State of Illinois, approve the line item(s) changes in the **TOWN FUND** as follows:

<u>LINE ITEM</u>	<u>AMOUNT +/-()</u>	<u>TO READ</u>
<u>Administrative</u>		
Building Maintenance	\$ 3,250+	83,250
General Insurance	25,000+	102,000
Building Supplies	100+	8,600
Contingencies	(28,350)	16,650
<u>Assessor</u>		
IMRF	\$ 305+	\$ 9,517
U/C	30+	1,230
Training	184+	1,384
Contingencies	( 519)	481

TRANSFER OF APPROPRIATIONS – TOWN FUND – PAGE 2

Senior Services

Office Equipment/Maintenance	\$ 275+	\$ 2,275
Contingencies	(275)	1,725

Senior Bus

IMRF	\$ 1,765+	\$ 19,803
U/C Insurance	600+	3,600
Vehicle Purchase/Leasing/Scheduling	88,500+	98,500
Senior Services – Salaries	(30,000)	133,000
Senior Services – Medical Insurance	(10,000)	18,650
Salaries – Dispatcher/Drivers	(28,000)	347,000
Medical Insurance	(5,000)	43,028
Workers Comp	(5,000)	7,000
Vehicle Maintenance	(365)	44,635
Insurance	(9,000)	111,000
Uniforms	(1,500)	0
Contingencies	(2,000)	0

Cemetery

New Trees/Bushes	\$ 5,575	9,075
Foundation Maintenance	(4,075)	925
Contingencies	(1,500)	0

Approved this **25th day of February, 2025** by the Board of Trustees of Wheeling Township in the County of Cook, State of Illinois.

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Supervisor

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Clerk

WHEELING TOWNSHIP  
TRANSFER OF APPROPRIATIONS ORDINANCE  
**GENERAL ASSISTANCE FUND**

WHEREAS there was adopted on **April 23, 2024** by the Board of Trustees of Wheeling Township, County of Cook, State of Illinois, a Budget and Appropriation Ordinance for the fiscal year ending **February 28, 2025**.

AND WHEREAS it now appears that certain adjustments between appropriated items in the **GENERAL ASSISTANCE FUND** ordinance are desirable and necessary,

AND WHEREAS Section 3 of the Illinois Municipal Budget Law, approved July 12, 1937, as amended, authorizes transfers between the various lines items within any fund in such appropriation ordinance *not exceeding ten percent* of the total amount appropriated in such fund,

NOW THEREFORE IT BE RESOLVED that the Board of Trustees of Wheeling Township in the County of Cook, State of Illinois, approved the line item(s) changes in the **GENERAL ASSISTANCE FUND** as follow:

<u>LINE ITEM</u>	<u>AMOUNT + ( )</u>	<u>TO READ</u>
<u>Administrative</u>		
Legal	\$2,000+	\$ 3,000
Office Supplies	560+	3,060
Contingencies	(2,560)	440
 <u>General Assistance Expense</u>		
Food	\$1,500+	\$ 10,500
Contingencies	(1,500)	8,500

Approved this **25th day of February, 2025** by the Board of Trustees of Wheeling Township in the County of Cook, State of Illinois.

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Supervisor

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Clerk