

# CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

## FINANCE COMMITTEE

**Thursday, February 26, 2015  
7:00 P.M. – Committee Room A**

### AGENDA

1. Call to Order, Roll Call and Establishment of a Quorum
2. Approval of Minutes
  - A. Finance Committee Meeting of December 9, 2014
3. Public Participation / Presentations
4. Items for Consent
  - A. Ordinance No. 15-R-0009 – Economic Incentive Agreement- Wise Plastics Technologies
  - B. Ordinance No. 15-O-0007 – Project Carryover Budget Amendment
  - C. Resolution No. 15-R-0011 – Contract for Facilitation of a City-Wide Strategic Plan
5. Items for Discussion
6. Unfinished Business
7. New Business
8. Reports from Staff
9. Executive Session (if needed)
10. Adjournment

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Ruben Pineda  
MAYOR  
Nancy M. Smith  
CITY CLERK

Michael L. Guttman  
CITY ADMINISTRATOR

Draft

## MINUTES

### FINANCE COMMITTEE December 9, 2014 4:30 P.M.

#### 1. Call to Order, Roll Call, and Establishment of a Quorum.

The meeting was called to order at 4:30 P.M. Roll call found Aldermen Dimas, Chassee, Smith, Stout, and Grodoski present.

Alderman Meissner arrived at 4:32 P.M.  
Aldermen Fuesting was absent.

Staff in attendance: City Administrator Michael Guttman, Administrative Services Department Director Linda Martin, Acting Chief of Police Mike Uplegger, Community Development Department Director John Said, Public Works Department Director Rob Flatter, and Assistant Administrative Services Department Director Nikki Giles.

Also in attendance: West Chicago Community Center, Inc. President David Sabathne, and Attorney Mary Dickson, Bond Dickson & Associates

#### 2. Approval of Minutes.

A. Finance Committee August 14, 2014. Alderman Grodoski moved and Alderman Chassee seconded a motion to approve. The minutes were approved as presented by voice vote.

#### 3. Public Participation / Presentations.

#### 4. Items for Discussion. None

##### A. Request for Zoning Application Fee Waiver – West Chicago Community Center.

West Chicago Community Center, Inc. President David Sabathne expressed the reasoning for his request to waive the zoning application fee for the West Chicago Community Center (WWCC) / Western DuPage Chamber of Commerce. He gave examples of ways the Chamber and City have worked together informally in the past to accomplish goals, such as festivals, that were beneficial to the community and both entities.

Alderman Chassee stated that the working relationship between the City and the Chamber has always been good and hopes it continues, whether it is assisting with Railroad Days or other smaller issues. She felt, however, that the zoning application fee could not be waived as it is a totally different and much bigger issue. She further stated that other organizations that do a lot of good for the community have asked for similar fee waivers. The City has been consistent in not granting them.

Attorney Mary Dickson stated that she agreed with Alderman Chassee's comments. She further stated that although the City appreciates the working, business and community relationships with the Chamber, she feels that from a legal standpoint, the fee should not be waived. Alderman Dimas agreed and stated that a precedent should not be set, and the City should stay with the standard.

Mr. Sabathne stated that through current communication and discussion, he now has a better understanding of why the request for zoning fee waiver could not be granted. He formally withdrew the request and thanked the Committee for their consideration.

**5. Items for Consent.**

- A. Resolution No 14-R-0082 Executive Recruitment Services**
- B. Ordinance No. 14-O-0029 Fourth Quarter 2014 Budget Amendment**
- C. Ordinance No. 14-O-0030 Approving the 2015 Budget**

**Alderman Stout moved and Alderman Smith seconded a motion to recommend to City Council the approval of Consent Items A., B. and C.**

**Voting Yea: Aldermen Stout, Smith, Dimas, Chassee, Meissner and Grodoski. Voting Nay: 0. Motion carried.**

**6. Unfinished Business. None**

**7. New Business.** City Administrator Michael Guttman introduced Leo McCann and Paul Harlow of the executive recruitment services firm GovHR USA. Presuming the firm is approved by full Council, Alderman Chassee asked about a timeline for the hiring process. Mr. McCann stated the average timeframe which would include scheduled interviews was approximately 90 days. The City could also utilize the option of an assessment center panel. Mr. McCann thanked the City for the opportunity to present.

On behalf of the Committee, Alderman Dimas thanked the staff for the hard work put into the preparation of the budget.

**8. Reports from Staff. None**

**9. Executive Session. None**

**10. Adjournment.**

**Alderman Stout moved and Alderman Chassee seconded a motion to adjourn. The motion was approved by voice vote and the meeting adjourned at 4:46 P.M.**

Respectfully submitted,

*Arlene Fisher*

# CITY OF WEST CHICAGO

## FINANCE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Economic Incentive Agreement  
1601 W. Hawthorne  
Wise Plastics Technologies  
  
Ordinance No. 15-O-0009

AGENDA ITEM NUMBER: 4A

FILE NUMBER: \_\_\_\_\_

COMMITTEE AGENDA DATE: February 26, 2015

COUNCIL AGENDA DATE: \_\_\_\_\_

STAFF REVIEW: John D. Said

SIGNATURE 

APPROVED BY CITY ADMINISTRATOR: Michael Guttman

SIGNATURE \_\_\_\_\_

**ITEM SUMMARY:**

The subject company, Wise Plastics Technologies, is requesting economic incentives to financially assist its plans to open a manufacturing facility at 1601 W. Hawthorne. The Economic Incentive Agreement, as prepared by City staff with the concurrence of Wise Plastics, includes building permit fee exemptions and municipal utility tax rebates.

The duration of the Agreement is ten (10) years, with stipulations that the agreement will only begin once final occupancy is granted for the building. The municipal utility tax rebates will be provided in two stages. The City will provide a 75% rebate for the first five years of the agreement, and a 50% rebate for the remaining five years. Total benefits for all incentives shall not exceed \$200,000.

In order to ensure the long-term presence and success of Wise, and to ensure appropriate use of incentives, the Agreement also includes stipulations that Wise must adhere to. Wise must maintain an ongoing business presence in West Chicago, including active operations of at least 50,000 square feet. While they will locate at 1601 W. Hawthorne, the Agreement allows Wise the flexibility to locate anywhere within West Chicago. Wise will also be required to create sixty (60) full-time equivalent positions to work at the West Chicago location. Wise will be required to provide documentation to verify their compliance with these stipulations.

Wise Plastics Technologies is a privately-held company that currently employs approximately 250 people at its facility in St. Charles. Wise, which has been in business since 1974, is a manufacturer of custom injection molding, providing products to the medical industry, electronics, lighting, defense, automotive and other areas. Their continued expansion, especially in the medical industry, necessitates growth into an additional facility and recruitment of a large new workforce in West Chicago.

**ACTIONS PROPOSED:**

Consideration of Ordinance No. 15-O-0009 regarding an Economic Incentive Agreement with Wise Plastics Technologies.

**COMMITTEE RECOMMENDATION:**

**ORDINANCE NO. 15-O-0009**

**AN ORDINANCE OF THE CITY OF WEST CHICAGO, DUPAGE COUNTY,  
ILLINOIS, AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN  
ECONOMIC INCENTIVE AGREEMENT - WISE PLASTICS TECHNOLOGIES**

WHEREAS, the City Council of the City of West Chicago, DuPage County, Illinois (hereafter "City"), has heretofore determined that it is necessary and advisable for the public health, safety, welfare and convenience of residents of the City that the City promote business growth and new employment opportunities within West Chicago; and,

WHEREAS, Wise Plastics Technologies (hereafter "Wise") is desirous of leasing industrial space within West Chicago for expansion of its business operations; and,

WHEREAS, the City and Wise find it in their respective best interests to proceed with this project in order to provide employment opportunities for local residents; and,

WHEREAS, the terms of the Economic Incentive Agreement assist in enhancing the economy of West Chicago; and,

WHEREAS, the Economic Incentive Agreement is on file with the City Clerk of the City and available for public inspection.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of West Chicago, Illinois, in regular session assembled.

Section 1. That the Mayor be and the same is hereby authorized to execute the Economic Incentive Agreement between the City and Wise, in substantially the form attached hereto as Exhibit "A", and, by this reference, incorporated herein and all other documents required to effectuate the purpose of the Economic Incentive Agreement.

Section 2. That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

Section 3. That this Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

Alderman L. Chassee	_____	Alderman J. Beifuss	_____
Alderman A. Hallett	_____	Alderman J. Banas	_____
Alderman M. Birch	_____	Alderman S. Dimas	_____
Alderman K. Meissner	_____	Alderman R. Stout	_____
Alderman L. Grodoski	_____	Alderman D. F. Earley	_____
Alderman M. Fuesting	_____	Alderman M. Edwalds	_____
Alderman J. Smith	_____	Alderman J. C. Smith, Jr.	_____

**APPROVED** as to form: \_\_\_\_\_  
City Attorney

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2015.  
\_\_\_\_\_  
Mayor Ruben Pineda

**ATTEST:**  
\_\_\_\_\_  
City Clerk Nancy M. Smith

**PUBLISHED:** \_\_\_\_\_

**ECONOMIC INCENTIVE  
AGREEMENT BY AND BETWEEN  
THE CITY OF WEST CHICAGO AND  
WISE PLASTICS TECHNOLOGIES**

**THIS ECONOMIC INCENTIVE AGREEMENT** (hereafter "Agreement") is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2015 by and between the City of West Chicago (hereafter "City"), an Illinois home rule municipal corporation (hereafter "City"), and Wise Plastics Technologies, Inc., an Illinois corporation (hereafter "Wise"). The City and Wise shall collectively be referred to as the "Parties".

**IN CONSIDERATION OF** the recitals and mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the City and Wise agree as follows:

**SECTION 1. RECITALS.**

- A. Wise plans to open a manufacturing and warehouse facility (hereafter "Business") in the City of West Chicago, at 1601 W. Hawthorne (hereafter "Site"); and
- B. Wise did not execute a lease to operate the Business at the Site until after December 15, 2014.
- C. The City Council has determined that Wise's investment in West Chicago will stimulate the economy of West Chicago and provide employment opportunities for its residents; and
- D. The City Council has further determined that an incentive agreement with Wise, consisting of an exemption from certain permit costs and reimbursement of municipal utility taxes for a set period, will support the Wise investment in West Chicago; and
- E. In consideration of the foregoing recitals and the covenants and conditions hereinafter set forth, and for other good and valuable consideration, the adequacy and sufficiency of which the Parties hereby stipulate, the Parties hereby agree as follows:

**SECTION 2. INCENTIVE PAYMENTS.**

- A. Building Permit. The City shall exempt Wise from permit costs as follows:
  - (i) Wise, or any related parties on behalf of Wise for the project at the "Site", shall not be required to pay any building permit fees or charges, other than outside plan review

charges, sewer capacity charges, and other charges or fees paid by the City to a third party directly associated with Wise's building permit.

- (ii) Building permit fee exemptions shall be limited to that work which will commence within six (6) months of the signing of this Economic Incentive Agreement by the City and Wise.

B. Municipal Utility Tax. The City shall rebate one-hundred percent (100%) of the municipal utility tax for electricity consumption paid by Wise and attributable to its Business over the first five (5) years from the date of the final occupancy permit is granted to Wise. Thereafter, the City shall rebate fifty percent (50%) of the municipal utility tax for electricity consumption paid by Wise and attributable to its Business for the remainder of the term of this Agreement. Notwithstanding these provisions, the total electric utility tax rebates to be paid Wise under this Agreement, when combined with the amount of the building permit fee exemptions in Section 2A, shall not exceed \$200,000. The rebates provided for here shall begin with the first electric bill for the period after a final occupancy permit is granted to Wise.

Should Wise cease operations in West Chicago, or breach any material term of this Agreement, then Wise shall reimburse the City for the aggregate rebates of municipal utility tax paid, based on the following schedule:

- (i) Seventy-five percent (75%) each year for the first five (5) years from the date of the final occupancy permit;
- (ii) Fifty percent (50%) beginning with the sixth (6<sup>th</sup>) year after the date of the final occupancy permit through the end of the term of this Agreement; and

Wise's reimbursement obligation herein shall survive and be binding upon Wise after the conclusion of the term of this Agreement.

C. City Rebate. The City shall rebate the municipal utility tax paid by Wise no more than twice annually and covering not more than six (6) months of electricity consumption at any one time. Wise shall submit invoices to the City requesting a rebate, together with documentation of taxes paid and proof of payment. Upon receipt of all proper supporting documentation, the City will provide rebate payments to Wise within thirty (30) calendar days.

D. State of Illinois Legislative Action. The Parties acknowledge that the agreement in Section 2.C. to distribute the electric utility tax is predicated upon existing law in the State of Illinois. Should the Illinois General Assembly hereafter and during the term of this Agreement eliminate or limit the receipt of electrical utility tax revenue collection by Illinois municipalities, otherwise alter the local utility tax formula in a manner which prevents the City from receiving this revenue, or should such distribution be limited or eliminated by a legislative enactment, Wise shall receive no distribution of utility tax or



other revenue pursuant to this Agreement and shall have not claim or cause of action against the City therefor.

- E. City Authority. In the event that the City's authority to carry out this Agreement or to make payment to Wise pursuant to this Agreement are repealed, become exercisable, null and void or otherwise become invalid, then the City's obligations hereunder shall cease and no further obligations of any sort shall be required of the City. Wise shall have no recourse against the City in said event.

### **SECTION 3. OBLIGATIONS.**

- A. Wise Obligations. Wise shall be obligated to perform as specified in this Agreement, including maintaining an ongoing business operation with employment presence within West Chicago's municipal boundaries. Wise shall provide to the City all document as specified in this Agreement to verify compliance with the terms of this Agreement. Annually, Wise shall provide a report to the City summarizing the company's current status, growth, plans and prospects both generally company-wide and specifically attributable to its West Chicago location.
- B. Business Operation. Wise shall maintain an active business operation of at least 50,000 square feet, within the City, during the life of this Agreement. Annually, on a date to be determined by the Parties, Wise shall furnish the City with copies of current documentation showing the number of square feet of the Site used for carrying out the Business, such as a current lease, property casualty policy renewal certificate, and/or annual fire inspection reports to the City for verification. Wise shall reserve the right to redact financial or other sensitive information from documentation provided to the City. Said reporting is a material term and condition of this Agreement.
- C. Employment. Within five (5) years of the date of this Agreement, Wise shall have, working at its West Chicago facility sixty (60) newly created full-time equivalent (FTE) employees. Wise shall maintain this number during the balance of the Agreement term. Semi-annually, on dates to be determined by the Parties, Wise shall provide payroll statements or similar documentation to the City to verify this requirement, including appropriate information to document these newly created positions. Wise shall reserve the right to redact employee names, Social Security numbers, salaries and other sensitive, personal information from documentation provided to the City. Said reporting is a material term and condition of this Agreement.
- D. Relocation. Nothing in this Agreement shall prevent Wise from relocating and occupying any facility within the municipal boundaries of West Chicago, so long as Wise meets the terms and obligations of this Agreement, and subject to the applicable laws and regulations of the City.

#### **SECTION 4. LITIGATION AND DEFENSE OF AGREEMENT.**

- A. Litigation. If, during the term of this Agreement, any lawsuits or other proceedings are filed or initiated against either party before any court, commission, board, bureau, agency, unit of government or sub-unit thereof, arbitrator, or other instrumentality, that may materially affect or inhibit the ability of either party to perform its obligations under, or otherwise to comply with, this Agreement ("Litigation"), the party against which the Litigation is filed or initiated shall promptly deliver a copy of the complaint or charge related thereto to the other party and shall thereafter keep the other party fully informed concerning all aspects of the Litigation. Each party shall, to the extent necessary, cooperate with the other party in this event. In the event any lawsuit or other proceedings are filed or initiated by either party to perform its obligations under, or otherwise to comply with this Agreement, the rebate of municipal electrical utility tax monies agreed to herein to Wise is stayed. The prevailing party shall be entitled to recovery of reasonable attorneys' fees and costs.
- B. Defense. The City and Wise each agree to use their respective best efforts to defend the validity of this Agreement, and all ordinances and resolutions adopted and agreements executed pursuant to this Agreement, including every portion thereof and every approval given, and every action taken, pursuant thereto.

#### **SECTION 5. REMEDIES.**

- A. Remedies. In the event of a breach or an alleged breach of this Agreement by either party, either party may, by suit, action, mandamus, or any other proceeding, in law or in equity, including specific performance, enforce or compel the performance of this Agreement. In the event Parties are required to institute any proceeding or action, whether legal or equitable, to enforce any provision of this Agreement, the Parties shall be entitled to recover all costs and expenses incurred as a result of said action or proceeding, including reasonable attorneys' fees and costs associated therewith. This Agreement shall be governed by the laws of the State of Illinois and the venue for any action shall be in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Wheaton, Illinois.
- B. Notice and Cure. Neither party may exercise the right to bring any suit, action, mandamus or any other proceeding pursuant to Subsection A of this Section without first giving written notice to the other party of the nature of the breach or alleged breach and allowing thirty (30) days to cure the breach or alleged breach; provided, however, that if the party accused of the breach or alleged breach cannot cure the condition within thirty (30) days after the notice, notwithstanding the party's diligent and continuous effort, promptly commenced and diligently continued upon receipt of the notice, then the period to cure the violation or failure shall be extended for the time necessary to cure

the violation with diligence and continuity, but in no event longer than 180 days unless extended in writing by the City.

## **SECTION 6. TERM.**

This Agreement shall be in full force and effect from and after the date above and shall remain in full force and effect for ten (10) years from the date that Wise obtains its final certificate of occupancy, or receives total financial incentive benefits per this Agreement totaling \$200,000, whichever comes first.

## **SECTION 7. GENERAL PROVISIONS.**

- A. Complete Agreement: Supersedence. This Agreement constitutes the complete agreement of the Parties regarding Building Permit Fee exemptions and the rebate payments of Municipal Utility Tax to Wise.
- B. Amendments. No amendment to, or modification of, this Agreement shall be effective unless and until it is in writing and is approved by the authorized representative of Wise and by the City's corporate authorities by Ordinance duly adopted, and executed and delivered by the authorized representatives of each party.
- C. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing, and shall be deemed delivered to and received by the addressee thereof when delivered in person at the address set forth below, or three (3) business days after deposit thereof in any main or branch United States Post Service office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the Parties, respectively, as follows:

For notices and communications to the City:

City of West Chicago  
475 Main Street  
West Chicago, Illinois 60185  
Attention: City Administrator

Copy to:

Patrick K. Bond,  
Corporation Counsel, City of West Chicago  
Bond, Dickson and Associates, P.C.  
203 East Liberty Drive Wheaton, IL 60187

For notices and communications to Wise:

Mr. Fred Wise  
Wise Plastics Technologies  
3810 Stern Avenue  
St. Charles, Illinois 60174-5402

Copy to:  
(Wise's Attorney)

By notice complying with the foregoing requirements of this paragraph, each party shall have the right to change the address or addressee or both for all future notices and communications to such party, but no notice of change of address shall be effective until actually received. Said notice shall be in writing and tendered as required herein.

- D. Indemnity. Wise shall and hereby agrees to defend, hold harmless and indemnify the City, its Mayor, Aldermen, employees, agents and attorneys from and against any and all claims, demands, suits, damages, liabilities, losses, expenses, and judgments which may arise within this Agreement or the City as it pertains to this Agreement. The obligation of Wise in this regard shall include but shall not be limited to all costs and expenses, including reasonable attorneys' fees, incurred by the City in responding to, defending against, or settling any such claims, demands, suits, damages, liabilities, losses, expenses or judgments. Wise covenants that it will reimburse the City, or pay over to the City, all sums of money the City pays, or becomes liable to pay, by reason of any of the foregoing, and will make payment to the City as soon as the City becomes liable therefore; provided, however, that Wise liability under this subsection shall be limited to the total amount of Electrical Utility Tax Payments that Wise has received from the City pursuant to this Agreement as of the date of any such claim, demand, suit, damage, liability, loss, expense, or judgment. In any suit or proceeding brought hereunder, the City shall have the right to appoint counsel of its own choosing to represent it, which charges shall be reimbursed by Wise.
- E. Governing Law; Venue. This Agreement and the rights of the Parties hereunder shall be governed by, and construed, interpreted, and enforced in accordance with, the internal laws, and not the conflict of law rules of the State of Illinois. Venue for all claims and causes of action relating to or arising from this Agreement shall lie in the Circuit Court of the Eighteenth Judicial Circuit, Wheaton, DuPage County, Illinois.
- F. Interpretation. This Agreement has been negotiated by all Parties and shall not be interpreted or construed against the party drafting the Agreement.

- G. Change in Laws. Unless otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules, or regulations of any kind shall include such laws, ordinances, rules, or regulations of any kind as they may be amended or modified from time to time hereafter.
- H. Headings. The headings of the sections, paragraphs, and other parts of this Agreement are for convenience and reference only and in no way define, extend, limit, or describe the meaning, scope, or intent of this Agreement, or the meaning, scope, or intent of any provision hereof.
- I. Time of Essence. Time is of the essence in the performance of all terms and provisions of this Agreement.
- J. Severability. It is the express intent of the Parties hereto that should any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property be held void, invalid, or unenforceable by a court of competent jurisdiction, such action shall not affect the remainder of this Agreement, which shall continue in full force and effect.
- K. No Third Party Beneficiaries. Nothing in this Agreement shall create, or be construed to create, any third party beneficiary rights in any person or entity not a signatory to this Agreement, except for a bona fide sale to a third party.
- L. Counterparts. This Agreement may be executed in any number of multiply identical counterparts and all of said counterparts shall, individually and taken together constitute the Agreement.
- M. Assignment. Wise may not assign this Agreement or the amounts, in whole or part, to be paid hereunder without the express written consent of the City. The Parties acknowledge that this Agreement is an obligation that runs with and industrial/warehouse/manufacturing use, and is not a covenant running with the land.
- N. Successors in Interest. This Agreement and its terms shall be binding upon the parties successors in interest and their successors.
- O. Construction. "Years," as used herein, shall mean a period of 365 days, and not a calendar year. All other words and phrases shall have their ordinary and commonly understood meanings unless otherwise indicated by the context.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

CITY OF WEST CHICAGO

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

ATTEST:

\_\_\_\_\_  
City Clerk

WISE PLASTICS TECHNOLOGIES, INC.:

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

Printed Name: \_\_\_\_\_

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

ATTEST:

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

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

DRAFT

STATE OF ILLINOIS     )  
COUNTY OF DUPAGE    )

**CERTIFICATE**

I, Nancy Smith, Certify that I am the duly elected and acting City Clerk of the City of West Chicago, DuPage County, Illinois.

I further Certify that on \_\_\_\_\_ the Corporate Authorities of such municipality passed and approved Ordinance 05-O-XXXX entitled

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**AN ORDINANCE OF THE CITY OF WEST CHICAGO, DUPAGE COUNTY, ILLINOIS,  
AUTHORIZING THE MAYOR TO ENTER INTO A CERTAIN ECONOMIC INCENTIVE AGREEMENT**

**WISE PLASTICS TECHNOLOGIES**

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Which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. \_\_\_\_\_ including the ordinance and a cover sheet hereof was prepared, and a copy of such ordinance posted in the municipal building, commencing on \_\_\_\_\_, 2015 continuing for at least ten days thereafter. Copies of such ordinance were also available for public inspection upon request in the Office of the City Clerk.

Dated at West Chicago, Illinois, this \_\_\_\_ day of \_\_\_\_\_ 2015.

SEAL

Clerk

**CITY OF WEST CHICAGO**

**FINANCE COMMITTEE  
AGENDA ITEM SUMMARY**

**ITEM TITLE:**

Ordinance No. 15-O-0007 – Project Carryover Budget Amendment

**AGENDA ITEM NUMBER:** 413

**FILE NUMBER:** \_\_\_\_\_

**COMMITTEE AGENDA DATE:** February 26, 2015

**COUNCIL AGENDA DATE:** March 2, 2015

**STAFF REVIEW:**

**SIGNATURE** \_\_\_\_\_

**APPROVED BY CITY ADMINISTRATOR:**

**SIGNATURE** \_\_\_\_\_

**ITEM SUMMARY:**

The attached Budget Amendment accounts for eleven projects that the City Council approved but were not completed during the 2014 fiscal year (listed in Exhibit A), eight vehicles that were ordered but have not yet been received as well as the settlement of litigation.

**ACTIONS PROPOSED:**

Staff recommends adoption of Ordinance No. 15-O-0007.

**COMMITTEE RECOMMENDATION:**



**ORDINANCE NO. 15-O-0007**

**AN ORDINANCE AMENDING THE ANNUAL BUDGET FOR  
THE CITY OF WEST CHICAGO, DUPAGE COUNTY, ILLINOIS  
FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2015  
AND ENDING DECEMBER 31, 2015 PASSED AND  
ADOPTED BY ORDINANCE NO. 14-O-0030**

WHEREAS, the City of West Chicago has heretofore adopted the annual budget procedure providing for in 65 ILCS 5/8-2-9.1 through 5/8-2-9.10; and,

WHEREAS, the City of West Chicago has passed Ordinance No. 14-O-0030 passing and adopting the "2015 Proposed Budget" (ANNUAL BUDGET); and,

WHEREAS, said Ordinance No. 14-O-0030 was filed with the County Clerk of DuPage County as required by law; and,

WHEREAS, the City of West Chicago desires to revise the ANNUAL BUDGET to account for eleven projects that the City Council approved but were not completed during the 2014 fiscal year, eight vehicles that were ordered but have not yet been received as well as the settlement of litigation; and,

WHEREAS, 65 ILCS 5/8-2-9.6 provides in part that by a vote of two-thirds of the corporate authorities then holding office, the annual budget of a municipality may be revised by deleting, adding to, changing or creating sub-classes within object classes and object classes themselves, provided no revision increasing the budget shall be made in the event funds are not available to effectuate the purpose of the revision.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of West Chicago, DuPage County, Illinois, in regular session assembled as follows:

SECTION 1. That the ANNUAL BUDGET of the City of West Chicago is hereby amended as detailed in "Exhibit A" and as summarized below:

<u>Fund</u>	<u>Original Amount</u>	<u>Amended Amount</u>
General Fund (01)		
Expenditures	\$17,515,900	\$17,583,500
Capital Equipment Replacement Fund (04)		
Expenditures	\$1,911,900	\$2,279,400
Sewer Fund (05)		
Expenditures	\$9,009,500	\$9,898,500
Water Fund (06)		
Expenditures	\$6,139,100	\$7,159,400
Downtown TIF Fund		
Expenditures	\$1,330,200	\$1,340,200
Capital Projects Fund (08)		
Expenditures	\$4,884,400	\$5,213,900

SECTION 2. That the City Clerk is authorized and directed to file a certified copy of this Ordinance with the County Clerk of DuPage County.

SECTION 3. That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

SECTION 4. That this Ordinance shall be in full force and effect from and after its passage by two-thirds of the corporate authorities and approval and publication in pamphlet form as provided by law.

PASSED this 2<sup>nd</sup> day of March 2015.

Alderman L. Chassee	_____	Alderman J. Beifuss	_____
Alderman A. Hallett	_____	Alderman J. Banas	_____
Alderman M. Birch	_____	Alderman S. Dimas	_____
Alderman K. Meissner	_____	Alderman R. Stout	_____
Alderman L. Grodoski	_____	Alderman D. F. Earley	_____
Alderman M. Fuesting	_____	Alderman M. Edwalds	_____
Alderman J. Smith	_____	Alderman J. C. Smith, Jr.	_____

APPROVED as to form: \_\_\_\_\_  
City Attorney

APPROVED this 2<sup>nd</sup> day of March 2015.

\_\_\_\_\_  
Mayor Ruben Pineda

ATTEST:

\_\_\_\_\_  
City Clerk Nancy M. Smith

PUBLISHED: \_\_\_\_\_

**Ordinance No. 15-O-0007  
Project Carryover Budget Amendment  
Exhibit A**

		<u>original</u>	<u>amended</u>
Plats of Involuntary Annexation			
01-10-28-4225	10,000	-	10,000
Settlement Agreement			
01-09-24-4027	53,500	383,300	436,800
05-34-43-4027	23,800	512,900	536,700
06-34-47-4027	17,900	402,800	420,700
01-09-24-4050	4,100	41,000	45,100
05-34-43-4050	1,900	80,600	82,500
06-34-47-4050	1,400	69,900	71,300
West Washington Street Redevelopment Project - Remediation - Engineering			
09-34-54-4225	10,000	300,000	310,000
Vehicles Purchased and Not Yet Delivered (8)			
04-34-39-4804	367,500	1,911,900	2,279,400
Well#12 and Meter Replacement Program			
06-34-47-4806	784,300	544,100	1,328,400
Well #3 Pump and Motor Rehabilitation Project			
06-34-47-4420	216,700	100,000	316,700
Lift Station #3 Improvement Project and Lift Station #5 Force Main Rehabilitation Projects			
05-34-43-4402	616,300	1,223,200	1,839,500
Lift Station SCADA Project			
05-34-43-4806	247,000	315,000	562,000
Pearl Road/Forest Avenue Road Projects			
08-34-53-4898	292,700	-	292,700
Alta Vista Road Project			
08-34-53-4899	36,800	840,600	877,400
<u>Expenditures</u>			
General Fund	67,600	17,515,900	17,583,500
Capital Equipment Replacement Fund	367,500	1,911,900	2,279,400
Sewer Fund	889,000	9,009,500	9,898,500
Water Fund	1,020,300	6,139,100	7,159,400
Capital Projects Fund	329,500	4,884,400	5,213,900
Downtown TIF Fund	10,000	1,330,200	1,340,200
Public Benefit Fund	-	-	-
Oliver Square TIF Fund	-	5,000	5,000
Commuter Parking Fund	-	220,400	220,400
	<u>2,683,900</u>	<u>41,016,400</u>	<u>43,700,300</u>

# CITY OF WEST CHICAGO

## FINANCE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 15-R-0011 - Authoring the Mayor to Enter into a Contract with Houseal Lavigne Associates for Facilitation of a City-wide Strategic Plan

**AGENDA ITEM NUMBER:**4C**FILE NUMBER:** \_\_\_\_\_**COMMITTEE AGENDA DATE:** February 26, 2015**COUNCIL AGENDA DATE:** March 15, 2015**STAFF REVIEW:****SIGNATURE** \_\_\_\_\_**APPROVED BY CITY ADMINISTRATOR:****SIGNATURE** \_\_\_\_\_**ITEM SUMMARY:**

In the summer 2014, the Finance Committee directed staff to issue a Request for Qualifications (RFQ) for a consultant to facilitate the creation of a City-wide Strategic Plan. That RFQ was released in early September 2014 and responses were due to the City on October 16, 2014. Four consulting firms responded to the RFQ: Executive Partners Inc.; Heller and Heller Consulting, Inc.; Houseal Lavigne Associates LLC; and WRB, LLC.

Mayor Pineda appointed an RFQ Review Committee consisting of Aldermen Grodoski, Chassee, Dimas, Beifuss and himself. The Committee reviewed the proposals in November 2015 and directed staff to invite representatives from Executive Partners Inc. and Houseal Lavigne Associates, LLC to present their proposals in January 2015.

After the presentations, the Committee unanimously recommended using Houseal Lavigne Associates, LLC to assist with the creation of a Strategic Plan. Staff was also directed to work with representatives of Houseal Lavigne Associates to clarify which public feedback tools would be used in West Chicago and to also include a few mid-process benchmarks for the consultant to update the City Council at a regularly scheduled meeting. Once the Finance Committee concurs with that direction and the use of this consultant, we will with the company representatives to finalize a contract.

A copy of the RFQ response from Houseal Lavigne Associates, LLC is attached. The cost for this project would be \$64,700; sufficient funds are included in the 2015 Budget approved by the City Council.

**ACTIONS PROPOSED:**

The RFQ Review Committee recommends approval of using Houseal Lavigne Associates, LLC to facilitate the creation of a City-wide strategic plan and directing staff to finalize a contract, after which this item will be presented to the City Council for approval.

**COMMITTEE RECOMMENDATION:**

**RESOLUTION NO. 15-R-0011**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A  
CONTRACT WITH HOUSEAL LAVIGNE ASSOCIATES FOR  
FACILITATION OF A CITY-WIDE STRATEGIC PLAN**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to enter into a contract with Houseal Lavigne Associates for facilitation of a City-wide Strategic Plan, which is attached hereto and incorporated herein as Exhibit "A".

APPROVED this 16<sup>th</sup> day of March 2015.

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Mayor Ruben Pineda

ATTEST:

\_\_\_\_\_  
City Clerk Nancy M. Smith