

PENTAMATION - FINANCIAL MANAGEMENT SYSTEM  
DATE: 03/15/18  
TIME: 13:27:28

CITY OF WEST CHICAGO  
CASH REQUIREMENTS BILL LIST

PAGE NUMBER: 12  
ACCTPAY1  
ACCOUNTING PERIOD: 3/18

SELECTION CRITERIA: payable.due\_date between '20180318 00:00:00.000' and '20180319 00:00:00.000'  
PAYMENT TYPE: CHECKS ONLY

FUND - 09 - DOWNTOWN TIF SPEC PROJ

DEPT-DIV	ACCOUNT	-----TITLE-----	-----VENDOR-----	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
093454	4100	LEGAL FEES	12391 KANE, MCKENNA & ASSOC	00088343-01	15364	G338	0.00	262.50
093454	4680	SPECIAL EVENTS	12768 SUNSHINE FARM II	00088341-01	501 DEPOSIT	G338	0.00	1040.00
093454	4680	SPECIAL EVENTS	14767 DAVID TONEY	00088349-01	PHOTO DEPOSIT	G338	0.00	50.00
TOTAL DOWNTOWN TIF							0.00	1352.50
TOTAL FUND							0.00	1352.50

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PAYMENT TYPE: CHECKS ONLY

FUND - 28 - MISCELLANEOUS DEPOSITSIN

DEPT-DIV	ACCOUNT	-----TITLE-----	-----VENDOR-----	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
28	224500	MISCELLANEOUS DE	14840 CHAIREZ, ANTONIO	00088329-01	284 CHURCH	G338	0.00	1500.00
TOTAL MISCELLANEOUS DEPOSITSIN							0.00	1500.00
TOTAL FUND							0.00	1500.00

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CITY OF WEST CHICAGO  
CASH REQUIREMENTS BILL LIST

PAGE NUMBER: 14  
ACCTPAY1  
ACCOUNTING PERIOD: 3/18

SELECTION CRITERIA: payable.due\_date between '20180318 00:00:00.000' and '20180319 00:00:00.000'  
PAYMENT TYPE: CHECKS ONLY

FUND - 43 - COMMUTER PARKING FUND

DEPT-DIV	ACCOUNT	-----TITLE-----	-----VENDOR-----	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
433476	4613	POSTAGE	4450	RESERVE ACCOUNT	00088270-01	REFILLPOSTAGG338	0.00	150.00
433476	4650	MISCELLANEOUS CO	255	PETTY CASH CITY HALL	00088262-01	FEB-18 G338	0.00	34.25
TOTAL COMMUTER PARKING FUND							0.00	184.25
TOTAL FUND							0.00	184.25
TOTAL CHECK TRANSACTIONS							0.00	845816.56
TOTAL EFT TRANSACTIONS							0.00	0.00
TOTAL REPORT							0.00	845816.56

## CITY OF WEST CHICAGO

### DEVELOPMENT COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Plat of Resubdivision  
509 Church Street  
West Chicago's Church Street Resubdivision

Resolution No. 18-R-0021

**AGENDA ITEM NUMBER:** 8.A.

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

**COMMITTEE AGENDA DATE:** Mar. 12, 2018

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

**STAFF REVIEW:** Tom Dabareiner, AICP

**SIGNATURE** 

**APPROVED BY CITY ADMINISTRATOR:** Michael Guttman **SIGNATURE** \_\_\_\_\_

**ITEM SUMMARY:**

The City of West Chicago desires to resubdivide the property commonly known as 509 Church Street into three lots in order to render the vacant eastern and western portions of the property as buildable lots while ensuring the middle portion of the subject property with the existing building remain in compliance with the City's minimum Code requirements. Therefore, the City is requesting approval of a three lot plat of resubdivision for the property located on the north side of Church Street between Lincoln Avenue and Norris Street.

The subject property was originally platted in 1894 as part of the town of Turner. The western 71 feet is vacated right-of-way formerly known as Avard Avenue. The remainder of the subject property was subdivided into three equally sized residential lots. The subject property is zoned R-5, Single Family Residential and the total area to be resubdivided is approximately 26,000 square feet (0.6 acres). The minimum lot area in the R-5 zoning district is 6,500 square feet and the minimum lot width is 50 feet. There is an existing 2,600 square foot industrial building centrally located on the subject property with a parking lot on the west side of the building. The subject property is currently owned by the City of West Chicago and is used by the Facilities Management Division of the Public Works Department.

The proposed Lot 1 is undeveloped, approximately 7,000 square feet in area and 71 feet wide. Lot 1 would therefore comply with the City's bulk regulations for the R-5 zoning district and be considered a buildable single family residential lot.

The proposed Lot 2 is approximately 10,000 square feet in area and approximately 115 feet wide at the front yard building setback line. All of the existing improvements on the proposed Lot 2 comply with the City's minimum R-5 zoning district setback requirements associated with both of the new side lot lines. The existing building is however legal non-conforming (a.k.a. grandfathered) with respect to the minimum required rear yard setback of 30 feet. The building is currently setback 5 feet from the rear lot line. This matter is not affected by the proposed resubdivision though as the rear (north) lot line is not being modified.

The proposed Lot 3 is undeveloped, approximately 9,000 square feet in area and approximately 70 feet wide at the front yard building setback line. Lot 3 would therefore comply with the City's bulk regulations for the R-5 zoning district and be considered a buildable single family residential lot.

At its February 13, 2018 meeting, the Plan Commission/Zoning Board of Appeals (PC/ZBA) recommended approval of the requested plat of resubdivision by a (5-0) vote. The Commission's recommendation is included as Exhibit "B" of the attached resolution.

**ACTIONS PROPOSED:**

Consideration of West Chicago's Church Street Resubdivision of 509 Church Street.

**COMMITTEE RECOMMENDATION:**

The Committee voted 6-0 *in favor* of the resubdivision.

## CITY OF WEST CHICAGO

### DEVELOPMENT COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Special Use Amendment for a Public School  
School District # 33  
130, 300 and 312 E. Forest Avenue

Ordinance No. 18-O-0012

**AGENDA ITEM NUMBER:** 8.B.

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

**COMMITTEE AGENDA DATE:** Mar. 12, 2018

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

**STAFF REVIEW:** Tom Dabareiner, AICP

**SIGNATURE** 

**APPROVED BY CITY ADMINISTRATOR:** Michael Guttman

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

**ITEM SUMMARY:**

West Chicago Elementary School District 33 is requesting a first amendment to an existing special use permit for a public school to reconfigure the off-street parking facilities at Gary Elementary School located at 130 E. Forest Avenue and to expand the shared off-street parking facilities for the Early Learning Center (ELC) located at 300 E. Forest Avenue and the Education Service Center (ESC) located at 312 E. Forest Avenue. The subject property is approximately 2.5 acres in area and is located on the south side of E. Forest Avenue between Bishop and Joliet Streets.

In 2006 the applicant was granted a special use permit for a public school to allow for the construction of the 13,000 square foot modular classroom ELC immediately west of the existing ESC, additional off-street parking and the required stormwater detention facilities located immediately west of the ELC. In 2006 the applicant was also granted a special use permit to landbank 16 total off-street parking spaces associated with the ELC and ESC facilities. The existing 7,500 square foot ESC serves as the District's administrative offices.

The existing shared off-street parking facilities for the ESC and ELC has 76 total parking spaces. The proposed parking lot improvements would increase the total parking count to 116 spaces. This proposed increase in parking accounts for the previously approved 16 landbanked parking spaces plus an additional 24 new parking spaces. The majority of the parking lot changes are located south of the ESC and ELC buildings. To help buffer the proposed parking from the adjacent residences to the south the District is proposing clusters of evergreen trees on either side of the existing playground. The District is also proposing a new 900 square foot shed parallel to the east property line for their maintenance equipment and storage. The proposed shed will replace an existing 200 square foot shed in the same location.

## CITY OF WEST CHICAGO

The existing off-street parking facilities for Gary Elementary School has 70 total parking spaces. The proposed reconfiguration of the lot would retain the same quantity of parking spaces (70) as the existing lot. The District is not proposing any type of expansion or improvements to the school building itself. The existing parking lot layout mixes the car parking with the bus loading area, has a mix of one way and two traffic flow patterns and has dead end drive aisle, all of which result in subpar functionality of the lot. The existing lot also does not have a designated student drop off area for parents. The proposed reconfiguration of the lot results in the bus loading area being separated from the main parking lot and student drop off area. The reconfiguration also establishes a significant student drop off lane around north and west sides of the proposed main parking lot, which is intended to get waiting parents off of Forest Avenue and increase traffic congestion and safety on Forest Avenue. The proposed lot maintains a mix of one way and two way traffic flow, but is designed in such a way that makes the traffic flow more efficient.

The existing stormwater detention facility on-site, located immediately west of the ELC, is being altered to accommodate the additional stormwater detention needs for all of the proposed site improvements. Retaining walls will be installed in the basin to increase the storage volume. A six foot high chain link fence is proposed around the perimeter of the basin for safety purposes. Landscaping in compliance with City Code is also proposed around the basin to enhance its aesthetics.

At its March 6, 2018 meeting, the Plan Commission/Zoning Board of Appeals (PC/ZBA) unanimously recommended approval of a first amendment to a special use permit to reconfigure the existing parking lot at Gary Elementary School located at 130 E. Forest Avenue and to expand the existing shared parking lot for the School District's Early Learning Center and Education Service Center located at 300 and 312 E. Forest Avenue by a (7-0) vote. Their recommendation is included as Exhibit "B" of the attached ordinance.

On March 8, 2018 City staff received the attached letter from the resident at 920 Elizabeth Street regarding the proposed parking lot expansion improvements.

### **ACTIONS PROPOSED:**

Consideration of a first amendment to a special use permit to reconfigure the existing parking lot at Gary Elementary School located at 130 E. Forest Avenue and to expand the existing shared parking lot for the School District's Early Learning Center and Education Service Center located at 300 and 312 E. Forest Avenue.

### **COMMITTEE RECOMMENDATION:**

The Committee voted 6-0 *in favor* of the first amendment to the special use permit.

## CITY OF WEST CHICAGO

### DEVELOPMENT COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Fence Variances  
139 W. Pomeroy Street  
Otzwirk Residence

Ordinance No. 18-O-0013

**AGENDA ITEM NUMBER:** 8.C.

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

**COMMITTEE AGENDA DATE:** Mar. 12, 2018

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

**STAFF REVIEW:** Tom Dabareiner, AICP

**SIGNATURE** 

**APPROVED BY CITY ADMINISTRATOR:** Michael Guttman

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

**ITEM SUMMARY:**

The applicant and property owner, Jodi Otzwirk, is requesting approval of two variances for a fence at 139 W. Pomeroy Street. The specific variances being requested are as follows:

1. To permit a fence in the front yard to exceed four feet in height.
2. To permit a non-decorative style privacy fence in the front yard.

The variances, if approved, would allow the applicant to retain a non-compliant six foot tall privacy fence that was erected in the front yard of the subject property prior to obtaining the necessary building permit.

In 2017, the applicant was given a correction notice to address the disrepair of the former fence located in the front yard. The six foot tall privacy fence was considered legal non-conforming with respect to its height and style given its location in the front yard. City staff informed the applicant about the difference between repairing the fence versus replacing the fence. Repair constitutes in-kind replacement of a limited number of slats and posts while retaining the overall structure and appearance of the existing fence. Repair work does not require a building permit. Replacement constitutes removal of a significant portion or all of the existing fence and installing a new fence. Replacement requires a building permit issued by the City prior to the work commencing. The applicant indicated to City staff that the fence would be repaired, but then replaced the entire fence without obtaining the required building permit as directed.

Only decorative fences are permitted in the actual front yard. The actual front yard is defined as the portion of a property that is bound by the side lot lines, the front lot line and the front of the principal structure. Please refer to the attached plat of survey of the subject property indicating the location of the actual front yard. A decorative fence is defined as a type of fence not exceeding four feet in height which is made of wood or metal, excluding wire mesh or chain link. A decorative fence is not intended to be used as an enclosure, barrier or means of protection or confinement.

## CITY OF WEST CHICAGO

Both the former fence and the new fence were six foot tall privacy fences. However, only the former fence was classified as legal non-conforming with respect to its height and style given its location within the actual front yard of the subject property. Legal non-conforming structures are permitted to remain in their current location and be maintained in proper condition. However, if a legal non-conforming structure is damaged or removed in excess of fifty percent of the value of the structure any subsequent replacement of said structure must be done in conformance with the City's current regulations. Once the former fence was removed it lost its legal non-conforming status and said status is not transferrable to the new fence. With respect to the new fence, conformance can be obtained in one of five ways:

1. Remove the new fence altogether, thus eliminating the violation.
2. Remove the new fence and replace it with a Code compliant fence.
3. Alter the new fence to make it Code compliant.
4. Relocate the new fence outside of the actual front yard, thus rendering the new fence Code compliant.
5. Obtain variances from the City Council to allow the new fence to remain in its current location and style.

The applicant desires to pursue Option 5 in hope that the variances are approved by the City Council, thus allowing the new fence to remain in its current configuration, pending the issuance of a building permit. If the variances are denied by the City Council the applicant must then pursue one of the other four options listed above.

At its March 6, 2018 meeting, the Plan Commission/Zoning Board of Appeals (PC/ZBA) unanimously recommended denial of the non-decorative fence style variance by a (0-7) vote. The Commission also recommended denial of the fence height variance by a (1-6) vote. Their recommendations are included as Exhibit "B" of the attached ordinance. Please note that super majority concurrence at the City Council is required for the approval of each variance because each of the requested variances did not receive a positive recommendation from the Plan Commission.

### **ACTIONS PROPOSED:**

Consideration of a variance to allow an increase in the maximum allowable fence height in the front yard from four feet to six feet. Also, consideration of a variance to allow a non-decorative style fence in the front yard at 139 W. Pomeroy Street.

### **COMMITTEE RECOMMENDATION:**

The Committee voted 6-0 *in favor* of supporting the Planning Commission/Zoning Board of Appeals recommendation of *denial* of the variances. A super-majority of the City Council is required to overturn the recommendation to deny.

## CITY OF WEST CHICAGO

### DEVELOPMENT COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Anthony PUD Amendment  
550 E. Washington Street  
Little Prince Daycare

Ordinance No. 18-O-0014

**AGENDA ITEM NUMBER:** 8.D.

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

**COMMITTEE AGENDA DATE:** Mar. 12, 2018

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

**STAFF REVIEW:** Tom Dabareiner, AICP

**SIGNATURE** 

**APPROVED BY CITY ADMINISTRATOR:** Michael Guttman

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

**ITEM SUMMARY:**

The applicant and contract purchaser, Pasqual Gonzalez of Little Prince Daycare Center, is requesting approval of a first amendment to the final Planned Unit Development (PUD) for Lot 2 in the Anthony PUD to convert the vacant office building located at 550E. Washington Street into a daycare facility. The applicant is also requesting an amendment to the allowable uses list that is specific to the entire Anthony PUD to add daycare centers as an allowable use on Lots 2 and 3. The Anthony PUD is located at the southwest corner of Route 59 (Neltnor Boulevard) and E. Washington Street.

The preliminary PUD for the entire five lot Anthony PUD was approved in 1978. The final PUD for Lot 2 was approved in 1984 for development of the office building on the lot as it exists today. Also, as part of the 1984 final PUD approval there was a specific list of uses allowed on each of the lots within the entire PUD. There were subsequent amendments to the allowable uses list in 1986, 1988 and two amendments in 1990.

The four acre Anthony PUD is subdivided into five lots; four buildable lots and a fifth outlot used as a private frontage road. The current uses of these lots are as follows:

Lot 1: restaurant (Egg Yolk Café) – 100 S. Neltnor Blvd.

Lot 2: vacant office building – 550 E. Washington Street

Lot 3: parking lot

Lot 4: multi-tenant strip mall - 110 S. Neltnor Blvd.

Lot 5: "T" shaped private frontage road

The entire PUD is currently zoned B-2, General Business District. All aspects of the City's B-2 zoning district regulations apply to the Anthony PUD except the types of land uses allowed within the PUD. The Anthony PUD has its own list of allowable uses exclusive to the development that supersedes the uses allowed per the City's B-2 district. The list of allowable uses also varies from lot to lot within the PUD. The applicant is proposing to amend the PUD's allowable uses list to add daycare centers on Lots 2 and 3.

The applicant is proposing to convert the 11,000 square foot former medical office building on Lot 2 into a daycare center. A 5,400 square foot fenced playground area is proposed on the north side of the building where a portion of the parking lot currently exists. Vehicular access to the site will be from a shared private frontage road along the east property line. The private frontage road has full access to Washington Street and limited (no left turn out) access to Route 59. The site has existing parking on the north and south sides of the building. Stormwater detention has already been provided for this site when it was originally developed.

The City's Comprehensive Plan designates the subject property as Downtown District. The objectives of the Downtown District are to promote pedestrian and transit oriented development in the City's downtown. These objectives were also reflected in the City's Strategic Plan adopted in May of 2016. The Anthony PUD is located at one of the gateways into the City's downtown. The proposed daycare center use is considered consistent with the objectives of the Downtown District land use designation.

The site has two existing full access curb cuts to the north parking lot from the private frontage road. The south parking lot also has one full access curb cut to the private frontage road. All drive aisles on-site are designed for two-way traffic flow. All aspects of the site's proposed traffic circulation comply with the City's minimum Code requirements.

City Code requires a minimum of 44 off-street parking spaces for the proposed daycare use (4 parking spaces per every 1,000 square feet of building floor area). The applicant is proposing 45 total parking spaces on-site. 36 of those parking spaces will be located north of the building with the balance (9 spaces) located south of the building. The main entrance is located on the north side of the building. The south parking lot will be designated for employee and the business's van/bus parking. All of the proposed parking complies with the City's minimum design requirements for quantity, stall length, stall width and landscape islands.

The applicant is proposing to enhance the site's existing landscaping around most of the perimeter of the lot, in all of the parking lot landscape islands, around most of the building foundation and around the base of the proposed monument sign as required by City Code. Landscape buffer yards have also been increased where feasible to reflect current Code requirements. The landscaping is a mixture of trees, shrubs and perennials. A hedgerow of evergreens is proposed along the west side of the playground area to act as a buffer for the residential property to the west. All of the proposed landscaping complies with the City's minimum landscaping requirements.

No significant changes are proposed to the existing masonry exterior of the building. A new trash enclosure will be constructed southwest of the building using materials matching the building. A 6 foot tall PVC privacy fence with masonry pillars will enclose the playground area.

The applicant is proposing wall mounted LED light fixtures above all of the building's entrances for safety purposes. The applicant is also proposing 2 pole mounted LED lights in the north parking lot. The applicant also desires to incorporate some type of decorative lighting into the playground's masonry pillars. All of the proposed exterior lighting complies with the City's lighting requirements.

The applicant is not proposing any wall signage on the building at this time. The applicant is proposing a new 71 square foot monument sign at the northeast corner of the site. The sign will be constructed of masonry materials matching the building. All aspects of the proposed monument sign comply with the City's sign regulations.

At its March 6, 2018 meeting, the Plan Commission/Zoning Board of Appeals (PC/ZBA) recommended approval of the requested amendment to the Anthony PUD by a (7-0) vote. The Commission's recommendation is included as Exhibit "B" of the attached ordinance.

At the March 6, 2018 Plan Commission meeting the resident at 524 E. Washington Street requested that the applicant install a six foot tall privacy fence along the west lot line of Lot 2 running from the northwest corner of the building to Lot 2's south property line in order to provide a solid screen of the proposed daycare use from their property.

**ACTIONS PROPOSED:**

Consideration of a fifth amendment to the Anthony PUD and a first amendment to the final PUD for Lot 2 in the Anthony PUD for the redevelopment of a daycare facility at 550 E. Washington Street.

**COMMITTEE RECOMMENDATION:**

The Committee voted 6-0 *in favor* of the PUD Amendment, after discussion about the potential need for additional fence and preventing glare from facility lighting.

**RESOLUTION NO. 18-R-0019**

**A RESOLUTION TO ADOPT THE LEGISLATIVE ACTION PROGRAM OF THE  
DUPAGE MAYORS AND MANAGERS CONFERENCE  
FOR THE 2018 LEGISLATIVE SESSION**

WHEREAS, the City of West Chicago is a member of the DuPage Mayors and Managers Conference; and

WHEREAS, the DuPage Mayors and Managers Conference develops its annual Legislative Action Program with the goal of establishing a comprehensive platform on legislative issues in order to protect and benefit the interests of its member municipalities, residents and businesses in these municipalities, and the region generally; and

WHEREAS, on November 15, 2017 the DuPage Mayors and Managers Conference voted unanimously to adopt its 2018 Legislative Action Program, attached hereto; and

WHEREAS, the City of West Chicago, will individually benefit by formally establishing positions on legislative issues affecting municipalities, thereby giving clear direction to officials and employees of the City of West Chicago regarding legislative positions that may be represented in official capacity or on behalf of the municipality:

NOW, THEREFORE, BE IT RESOLVED, that the City of West Chicago hereby adopts the DuPage Mayors and Managers Conference's 2018 Legislative Action Program which is attached and includes the following listed legislative priorities:

1. Ensuring Sustainable Municipal Budgets
2. Supporting a Financially Sustainable Public Safety Pension System
3. Preserving Local Authority
4. Empowering Local Taxpayers Regardless of Population
5. Reforming the Workers' Compensation Act to Prevent Abuse
  - a) Ensure employers receive credit for permanency payments on subsequent injuries to body parts that are compensated as man-as-a-whole
  - b) Equate permanent loss of the shoulder to loss of use of the arm
  - c) Require arbitrators to adhere to guidelines from the American Medical Association

BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to the DuPage Mayors and Managers Conference, to all state and federal legislators representing the City of West Chicago, to the Office of the Governor, and to department heads in the City of West Chicago.

ADOPTED this 19<sup>th</sup> day of March, 2018.

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

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

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

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

ATTEST: \_\_\_\_\_ Mayor

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



# Serving Residents of DuPage and Illinois

## DuPage Mayors and Managers Conference

### 2018 Legislative Action Program

Representing more than one million residents by advocating for sound public policy initiatives, the DuPage Mayors and Managers Conference (DMMC) strives to promote municipal government, foster intergovernmental cooperation, and find innovative solutions to make local government work more effectively for DuPage residents and ultimately all citizens of Illinois. DMMC's legislative priorities for 2018 include:



#### Ensuring Sustainable Municipal Budgets

Making sure that revenue generated by local residents and businesses stays local is crucial to preserving vital municipal services like police and fire protection, garbage pick-up, road maintenance, and snow removal. DMMC communities, as well as those throughout the state, rely on these revenue streams—including Local Government Distributive Fund (LGDF) dollars—that are collected by the state and returned to municipal governments to pay for essential services. By **protecting all state-collected local revenue streams**, legislators help ensure municipalities can deliver basic services and necessary staffing to residents.

LGDF has been an essential component of local operating budgets for 50 years, especially as municipalities have been making sacrifices to reduce expenditures.

Cities, villages and counties rely on more than \$1 billion per year to provide essential services, including public safety, that preserve residents' quality of life.

Reducing LGDF dollars would shift the state's financial burden onto municipalities, forcing service cuts, police and fire layoffs and local property tax increases.



#### Supporting a Financially Sustainable Public Safety Pension System

DMMC is part of a statewide coalition advocating for reforms aimed at preserving public safety pensions for local police officers and firefighters while reducing the burden on municipalities and taxpayers. Without cutting benefits, **consolidating the 663 municipal public safety pension funds** into a single multiple-employer pension system would expand investment opportunities and lower operational expenses for those who serve our communities. In addition, DMMC supports repealing or amending a law that was passed in 2011 and that requires municipalities to fund pensions to a level of 90 percent, amortized to 2040, or risk having local revenue withheld by the state. Without these reforms and more, the costs of public safety pensions will continue to rise, further shifting the financial burden onto municipalities and forcing cuts in basic services or increases in local property taxes.

A consolidated structure would resemble the Illinois Municipal Retirement Fund, which serves more than 420,000 members and retirees and nearly 3,000 local units of government.

Consolidation should pass constitutional muster, reduce the unfunded pension liability and help prevent municipalities from having to raise property taxes to cover escalating pension costs.

Municipal public safety pension systems are unsustainable. The challenges faced by municipalities are compounded by the passage of pension sweeteners as well as changes to the mortality table and other actuarial standards.



## Preserving Local Authority

The ability for municipalities to govern themselves and make decisions at the local level is the most effective way they can fully serve the unique needs of their residents and communities. Issues such as franchising, zoning, permitting and licensing, local code enforcement and regulating business activities are the fundamental responsibilities of local governments. The ability to make decisions to raise and expend municipal funds is **vital for government to provide for and protect the health, safety, and welfare of local residents**. Policies limiting that decision-making authority make for less efficient and costlier government and services.

Locally elected leaders are best equipped to set local policy because they live in the communities they represent and have daily interaction with the constituents they serve.	In some cases, legislation and mandates can restrict a local government's ability to do what's right for residents and businesses.	Local government is closest to the people. Illinois cities and villages should operate independently with local elected officials representing the best interests of their constituents and answering to their needs.
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## Empowering Local Taxpayers Regardless of Population

Municipalities should have the ability to respond to constituent needs and govern themselves, regardless of their population. **Removing the distinction between home rule and non-home rule communities** would eliminate the barriers of non-home rule authority, giving all municipalities crucial local control and decision-making ability. This reform would also provide access to restricted dollars to fund critical services like police and fire protection, infrastructure repairs and economic development. Non-home rule communities make up approximately half of the municipalities in DuPage and approximately 83 percent of those in Illinois. Expanding the limited authority of citizens in non-home rule municipalities would allow local governments to provide solutions to their individual issues without requiring additional state attention or resources.

Removing the home-rule distinction for communities with fewer than 25,000 residents would allow greater ability to implement policies that include state funding alternatives and economic development incentives.	Home rule municipalities have the ability to access existing tax revenue from hotel/motel stays, sales transactions, car rentals, natural gas utilities and other sources, which can be spent on local priorities.	This reform would also enable all communities to license landlords and implement inspection of dwellings, which home rule municipalities employ to protect the health, safety and welfare of local residents.
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## Reforming the Workers' Compensation Act to Prevent Abuse

Workers' compensation reforms would create economic opportunity and jobs to make Illinois more competitive with surrounding states. **Adopting common-sense changes** would lead to more reasonable settlements without harming employees who have legitimate claims. Modest reforms would better protect workers and enable employers to expand, relocate and grow their businesses.

Establishing standards to ensure that an injury or illness is directly linked to the work or the workplace would be fair to workers and businesses.	Lower costs brought about by these reforms would save significant taxpayer dollars.	The workers' compensation system must be fixed to ensure local government benefits continue to be available for those employees who have legitimate claims.
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## CITY OF WEST CHICAGO

### CITY COUNCIL AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 18-R-0020 – License Agreement with Zayo Group LLC

**AGENDA ITEM NUMBER:** 8.F.

**COMMITTEE AGENDA DATE:** N/A

**COUNCIL AGENDA DATE:** March 19, 2018

**STAFF REVIEW:** Robert E. Flatter, P.E., Director of Public Works

**SIGNATURE** 

**APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman

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

**ITEM SUMMARY:**

Attached is a license agreement with Zayo Group, LLC. for use of City right-of-way along Illinois Route 59 (Neltnor Boulevard) and Joliet Street. Since this company pays telecommunications tax as its fee for ROW rental, the City can only recover its costs associated with plan review and inspection and the use of third party consultants, like the City Attorney (it would be different if the company was renting City property for a cell tower or other equipment).

**ACTIONS PROPOSED:**

Approval of Resolution No. 18-R-0020.

**COMMITTEE RECOMMENDATION:**

This item did not go to Committee, as it follows the same parameters previously approved by the City Council for license agreements.

**RESOLUTION NO. 18-R-0020**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
A CERTAIN LICENSE AGREEMENT WITH ZAYO GROUP LLC. FOR USE OF  
CITY RIGHT-OF-WAY ALONG ILLINOIS ROUTE 59 (NELTNOR  
BOULEVARD) AND JOLIET STREET**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a certain License Agreement for use of City right-of-way along Illinois Route 59 (Neltnor Boulevard) and Joliet Street between the City of West Chicago and Zayo Group, LLC., in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 19<sup>th</sup> day of March, 2018

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

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

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

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

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

ATTEST:

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

**CITY OF WEST CHICAGO/ZAYO GROUP, LLC**  
**LICENSE AGREEMENT**

This License Agreement (the "License Agreement") is entered into this \_\_\_\_\_ day of March, 2018, by and between the City of West Chicago, an Illinois municipal corporation, 475 Main Street, West Chicago, Illinois 60185 ("Licensor") and Zayo Group, LLC, 1805 29<sup>th</sup> Street, Boulder, CO 80301 ("Licensee") (collectively, the "Parties").

**RECITALS**

A. Licensor owns property commonly known as "Road Right-of-Way generally from a point on Illinois Route 59 (Neltnor Boulevard) south of Joliet Street and then northward along the west side of Illinois Route 59 for approximately 302 feet to the north side of Joliet Street and then northwest along the east side of Joliet Street for a distance of approximately 315 feet", which is located across, through or under the real estate legally described in Exhibit "A," attached hereto and incorporated herein by reference (the "Subject Property").

B. Licensee desires to use the Subject Property for the installation, construction, location, operation, and maintenance of telecommunication facilities under the City's right of way (the "Licensed Premises") so that Licensee can provide telecommunication services, subject to the terms and conditions of this License Agreement.

**NOW, THEREFORE**, for and in consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. The foregoing Recitals are incorporated as if fully set forth herein.
2. Subject to the terms and conditions of this License Agreement,

Licensor hereby grants Licensee, a non-exclusive license for use of the Subject Property and Licensed Premises for the purpose of installing, constructing, locating, operating, and maintaining telecommunications facilities under the City right of way, as more fully depicted in Exhibit "B" (hereinafter, the "Facilities"), attached hereto and incorporated herein by reference. Licensor also grants Licensee a non-exclusive license for ingress and egress to and from the Subject Property and Licensed Premises, for the purpose of maintaining the Facilities. Licensee shall be solely responsible for securing the necessary permits from any federal, state or local agencies and shall be solely responsible for the costs of same. The Licensee will apply for any necessary permits for construction in the right of way of the Licensor and the Licensor shall cooperate in securing any necessary permits. Licensee shall secure the necessary permit to perform the work contemplated hereunder from the City. Licensee agrees to provide the City Administrator of the City of West Chicago ("City Administrator") seventy-two (72) hours notice prior to commencing any work under this License Agreement. In the event that emergency repairs are necessary for Licensee facilities in the Licensor right of way, Licensee shall immediately notify the Licensor, in writing, of the need for such repairs. Licensee may immediately initiate such emergency repairs, and shall apply for appropriate permits the next business day following discovery of the emergency. Licensee must comply with all Ordinance provisions relating to such excavations or construction, including the payment of permits or license fees.

3. Term. The term of this License Agreement (the "Term") shall be ten (10) years, commencing March 1, 2018 and terminating February 29, 2028.

4. Reimbursement of Permit Review and Inspection Fees. Licensee agrees to reimburse the Licensor for direct costs involved in any permit review and any applicable inspections of work performed within the right-of-way, plus 25% in accordance with the West Chicago City Code.

5. Taxes. Licensee acknowledges that the Subject Property and Licensed Premises is exempt from real estate taxes, and that to the extent the County Assessor or State Department of Revenue, or any other authority with the power to do so, would attempt to assess any license or property tax as a result of the use authorized by this License Agreement, Licensee will assist Licensor in defending against any such action and will pay any such tax as is finally determined.

6. No Lease. The parties agree that this License Agreement confers upon the Licensee only a license and right to use the Subject Property and Licensed Premises upon the terms set forth herein, and that nothing contained herein is intended to confer upon the Licensee a leasehold interest in the Subject Property and Licensed Premises or any portion thereof. In the event of default by the Licensee, the Licensor shall not be obligated to bring a forcible entry and detainer action to terminate Licensee's rights hereunder, provided termination of Licensee's rights hereunder is available to Licensor as a remedy.

7. Default. In the event of the failure of any party to perform any or all of its duties and obligations under the terms and conditions of this License Agreement, including payment of the license fees and the costs hereunder, the other party shall notify the defaulting party of such default in writing, and the defaulting party shall have thirty (30) days from receipt of such notice to cure the default. In the event said default is not cured within said cure period, or in the event of repeated defaults, the non-defaulting party shall be entitled to all remedies available at law and/or equity to enforce its rights under this License Agreement, and shall be entitled to recover its costs in bringing such suit, including its reasonable attorney's fees.

8. General Insurance Provisions.

- A. Evidence of Insurance - Licensee shall procure, maintain and keep in effect throughout the Term a policy or policies of commercial general liability insurance with limits of not less than \$3,000,000 for each occurrence, and such other insurance coverage in the types and amounts set forth on the Certificate of Insurance attached hereto as Exhibit C and incorporated herein (the "Insurance Coverage"). The limit can be satisfied by a combination of primary and umbrella/excess liability insurance. Prior to the commencement of the Term, Licensee agrees to cause said Certificate of Insurance to be amended to reflect that it is the insured, and that the Licensor and the Licensor's officers, members and employees are each primary, non-contributory additional insureds on said policy, but for the acts and omissions of Licensee and for whom Licensee is responsible.
- B. Prior to March 1, 2018, the Licensee shall furnish the Licensor with the above described Certificate of Insurance, and applicable policy endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.
- C. Failure of the Licensor to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Licensor to identify a deficiency from evidence that is provided shall not be construed as a waiver of any insurance obligations herein.
- D. The Licensor shall have the right, but not the obligation, of prohibiting the Licensee from using or occupying the Subject

Property and Licensed Premises until such Certificates of Insurance are received by the Licensor.

- E. All Certificates of Insurance required herein shall also state that no cancellation of the insurance shall become effective until the expiration of thirty (30) days written notice thereof shall have been given by the insurance company to the Licensor via first class mail.
- F. With respect to liabilities of Licensee arising from this Agreement, all coverages required herein shall be primary insurance as respect the Licensor. Any insurance or self-insurance maintained by the Licensor, its officials, officers, employees, volunteers and agents shall be in excess of insurance maintained by the Licensee, and shall not contribute with said coverages/insurance.
- G. The Licensee agrees that all policies and/or coverages required by its contractors shall contain a "contractual liability" clause.
- H. Acceptability of Insurers - The Licensee shall require its contractors to be insured by insurance companies which obtain a rating from A.M. Best, that rating should be no less than A-VII using the most recent edition of the A.M. Best's Key Rating Guide. All insurance required herein shall be placed with insurers licensed to do business in the State of Illinois and licensed by the Illinois Department of Insurance.
- I. Cross-Liability Coverage - Certificates of Insurance not written on the standard ACORD form shall be endorsed to provide cross-liability coverage.

9. Renewal of License and abandonment of Facilities. The plan and manner of execution or operation shall meet the approval of and be done to the satisfaction of the City Administrator or his authorized representative. Any and all of the aforesaid facilities shall be maintained by the Licensee at his sole expense. The Licensee may renew this license by property application prior to its expiration. If the Licensee elects not to renew the license or it is denied, then the City Administrator shall serve a ninety (90) day written notice to the last known address of the Licensee to remove or relocate the facilities. If the Licensee wishes to abandon use of its cable, ducts, or other Facilities to provide Telecommunications Services or Interstate Telecommunications Services under or pursuant to the License, or upon cancellation, revocation or termination of the privilege herein granted, Licensee shall notify Licensor and may, subject to Licensor's approval, which shall not be unreasonably withheld, permanently abandon the improvements in place.

10. Protection of Vegetation. It is further agreed that no trees, or shrubs, shall be cut, trimmed or removed nor shall any building or utilities of the Licensor be disturbed without the written permission of the City Administrator or his authorized representative, whose permission shall not be unreasonable withheld, conditioned or delayed.

11. Construction/Restoration of Property. The Licensee agrees that the installation of the conduit will be performed without any trenching or open trenching. Said construction, installation and maintenance shall utilize directional bore installation under any City streets, parkways and right-of-way areas where necessary. All movement and storage of equipment and materials shall be confined to the area designated by the City Administrator or his authorized representative. All surplus excavated material shall be disposed of off the Licensor's property. All trees, stumps, and other debris resulting from construction operations shall be disposed of off the Licensor's property. Within thirty (30) days after construction operations have been completed, all areas disturbed by construction operations shall be graded and restored to their original contours and conditions. The backfill settlement repair period shall be for one (1) year from date of placing of said backfill, during which time the affected areas shall be maintained by the Contractor in a condition satisfactory to the Licensor.

12. Liability of the Licensor. It is further understood and agreed that the Licensor shall not be liable for any damages or injury to any person or property arising from, growing out of, or incident to the construction, operation, or maintenance of the aforesaid facilities for which the license is issued, except if such damages or injury are the result of Licensor's own intentional misconduct or negligence.

13. Indemnification. To the fullest extent permitted by law, both parties shall indemnify and hold harmless the other party and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (reasonable attorney and paralegal fees and court costs), arising from or in any way connected with (i) any act, omission, wrongful act or negligence of either party or any of its officers, agents, employees, volunteers, contractors, subcontractors, vendors, or of anyone acting on behalf of the other party ; and, (ii) any accident, injury, death, or damage whatsoever occurring, growing out of incident to, or resulting directly or indirectly from either party's use of the Subject Property and Licensed Premises. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. Either party's indemnity obligations hereunder shall not apply to any injuries, claims, demands, judgments, damages, losses, or expenses arising out of or resulting from the negligence, misconduct or breach of this section by the other party , its officials, officers, employees, agents, or representatives. In no event shall either party be entitled to damages for lost profits, lost opportunity or lost income arising from either party's performance under this License.

This License Agreement is entered into for the sole benefit of the parties hereto, and nothing in this License Agreement shall be construed as either expressly or indirectly extending, establishing, or acknowledging any rights or obligations in favor of third persons who are not signatures or beneficiaries to this License Agreement.

14. Supervision. The Licensee assumes and exercises full responsibility for the supervision of its employees, contractors, sub-contractors, suppliers, vendors, and agents during the term of this License Agreement. This paragraph is inserted solely for the benefit of the contracting parties, and is not intended to establish, impose or acknowledge any duty to supervise as to third parties.

15. Notice. All notices required shall be in writing and shall be given in the following manner:

- A. By personal delivery of such notice; or
- B. By mailing of such notice to the addresses recited herein by certified mail, postage pre-paid, return receipt requested. Except as otherwise provided herein, notice served by certified mail, shall be effective on the date of mailing; or
- C. By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 A.M. to 4:30 P.M. Chicago time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission; or
- D. By depositing such notice with a nationally recognized overnight courier. Notice shall be effective upon being deposited with the overnight courier.

Any party shall have the right to designate any other address for notice purposes by written notice to the other party or his attorney in the manner aforesaid.

The addresses of the parties are as follows:

If to Licensee:

Zayo Group, LLC  
Attn: General Counsel  
1621 18<sup>th</sup> St, Suite 100  
Denver, CO 80202  
FAX: (303) 226-5777

If to Licensor:

Michael Guttman,  
City Administrator  
City of West Chicago  
475 Main Street  
West Chicago, IL 60185  
FAX: (630) 231-0523

With Invoices to:

[cadap@zayo.com](mailto:cadap@zayo.com)  
Attn: Accounts Payable  
1805 29th St/F1-2/Ste-2050  
Boulder, CO 80301  
USA

With a required copy to:

Patrick K. Bond, Esq.  
Bond Dickson, P.C.  
301 S. County Farm Road, Ste E  
Wheaton, IL 60187  
FAX: (630) 681-1020

16. Prohibited Uses and Activities. The Licensee agrees to keep the Subject Property and Licensed Premises in a clean, safe, and sanitary condition. The Licensee further agrees that it shall abide by any and all applicable laws, ordinances, statutes and regulations of the County, the State of Illinois and the United States of America and enforcement and regulatory agencies thereof, which regulate or control the Licensee's use of the Site.

17. Subject Property and Licensed Premises Disclaimer. The Licensee expressly acknowledges that the Licensor has made no representations or warranties, express or implied, as to the adequacy, fitness or condition of the Subject Property and Licensed Premises for the purposes set forth herein, or for any other purpose or use, express or implied, by the Licensee. ALL IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY AND HABITABILITY ARE HEREBY EXCLUDED. The Licensee accepts use of the Subject Property and Licensed Premises and any improvements thereon in "AS-IS" condition and "WITH ALL FAULTS". The Licensee acknowledges that it has inspected the Subject Property and Licensed Premises and has satisfied itself as to the adequacy, fitness and condition thereof.

18. Right to Relocate. If during the term of the License Agreement, the Licensor is required to perform any work on the roadway involved hereunder, including but not limited to, improvements or reconstruction, or for any other reason, and in the reasonable judgment of Licensor such work necessitates relocation of the Licensee's cable or equipment, the Licensee shall be solely responsible for relocating

the conduit, other cables or equipment thereon and shall be solely responsible for any and all costs associated therewith, except as provided by law where a third party may be responsible for the cost of such relocation, including, but not limited to situations of eminent domain, airport improvement, urban renewal, and/or public transportation projects. In the event Licensee is required to relocate its infrastructure Facilities due to the construction of a public improvement, Licensor shall provide Licensee with notice at least one hundred twenty (120) days prior to any required action of Licensee to relocate its infrastructure Facilities and shall cooperate with the Licensee to identify a replacement and alternative Public Right-of-way for the relocation of its infrastructure Facilities. Said relocation shall be fully completed within one hundred eighty (180) days from the date of receipt of the Notice accompanied by a preliminary engineering design plan. In the event said relocation is required outside the Licensor's right-of-way or delayed due to the fault of a third party, Licensee shall make a written request for an extension for the completion of said relocation. Provided Licensee uses all commercially reasonable measures to relocate the telecommunications services, the Licensor's approval shall not be unreasonably withheld.

19. Right to Enter. The Licensor reserves the right to enter upon and repair any or all damage to areas surrounding the licensed premises, and if such damage is caused by Licensee, then the actual, reasonable and documented cost of such repair will be the responsibility of Licensee.

20. Miscellaneous.

A. The parties agree that no change or modification to this License Agreement, or any exhibits or attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both parties, and attached to and made a part of this License Agreement.

B. The parties agree that the titles of the items of this License Agreement, hereinabove set forth, are for convenience of identification only and shall not be considered for any other purpose.

C. The parties agree that if any provision of this License Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the purposes, terms and requirements of applicable law.

D. This License Agreement shall be construed, governed, and enforced according to the laws of the State of Illinois and any action to enforce this License Agreement may be brought in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

**LICENSEE, Zayo Group, LLC:**

By: \_\_\_\_\_  
Authorized Representative

Printed Name: Dylan DeVito

Title: Associate General Counsel & VP Network Development

**LICENSOR, City of West Chicago:**

By: \_\_\_\_\_  
Ruben Pineda, Mayor  
City of West Chicago

Attest

By: \_\_\_\_\_  
Nancy R. Smith, City Clerk  
City of West Chicago

**Exhibit "A" to**  
**CITY OF WEST CHICAGO/ZAYO GROUP, LLC LICENSE AGREEMENT**

INSTALLATION OF (2)-1.25" HDPE SDR-11 CONDUITS @ A MINIMUM DEPTH OF 42" BY DIRECTIONAL DRILLING METHOD;

CONSTRUCTION STARTS AT EXISTING ZAYO HH 353 AT 0.08' WWL (JOLIET) & 18.32' EWL (IL-59), AND CONTINUES NORTHEAST APPROX. 322' THEN NORTH ALONG THE EAST SIDE OF JOLIET APPROX. 309' TO PROPOSED HH AT 1.25' WEL (JOLIET) & 4222.16' NWNWL (IL-59).

**Exhibit "B" to**  
**CITY OF WEST CHICAGO/ZAYO GROUP, LLC LICENSE AGREEMENT**

Engineering plan set entitled "ZAYO® OUTSIDE PLANT FIBER OPTIC BUILD, JOLIET ST & S NELTNOR BLVD (IL-59), (SITE ID# CH03XC612), WEST CHICAGO, IL 60185", Site ID Number: CH03XC612, Project Number: 1708-011, Engineer: CCSI of Broadview, Illinois, latest revision dated 02/22/18, Sheets of 7.

**Exhibit "C" to**  
**CITY OF WEST CHICAGO/ZAYO GROUP, LLC LICENSE AGREEMENT**

- Zayo Group, LLC Certificate of Liability Insurance and Endorsements.
- City of West Chicago Insurance and Endorsement Requirements with Examples/Exhibits (A thru G).