

general information regarding the Tax provided to the public and/or to Customers, (h) disclosure to the Illinois Commerce Commission, and (i) disclosure required under the Illinois Freedom of Information Act.

Furthermore, the Municipality acknowledges that the Contractor's obligations pursuant to this Agreement, including its obligations to provide information or access to information, particularly Records, to the Municipality, are subject to the Contractor's customer confidentiality policies. The Municipality further acknowledges that such customer confidentiality policies may limit the Municipality's access to such information. The Municipality also acknowledges that any Records transmitted, disclosed or otherwise made available to the Municipality pursuant to this Agreement shall not include identifying information pertaining to the Customer.

### **3.5 Compliance with Laws**

The Contractor and the Municipality shall at all times observe and comply, in all material respects, with all applicable laws, ordinances, rules, regulations, policies and executive orders of the federal, state and local government which may affect the performance of this Agreement.

## **ARTICLE 4. TERM**

### **4.1 Term of Agreement**

#### **A. Original Term**

This Agreement shall take effect as of the date hereof and shall continue until October 1, 2019 (subject to paragraph B below) or until this Agreement is terminated in accordance with its terms, whichever occurs first.

The Contractor's duty to perform the Tax Collection Services shall begin with bills issued to Customers on October 1, 2018 and shall cease (unless otherwise extended hereunder) with respect to bills issued on or after October 1, 2019.

#### **B. Extension**

This Agreement shall automatically extend for successive one-year periods after the original one-year term unless either party elects to terminate this Agreement by written notice delivered to the other party no later than thirty (30) days prior to the end of the then current term or this Agreement is otherwise terminated in accordance with its terms.

## **ARTICLE 5. COMPENSATION**

As compensation for the Tax Collection Services provided hereunder, the Contractor shall be paid a fee (the "Fee") equal to 3% of the amount of Tax collected by the Contractor, its subcontractors or its authorized agents and remitted in accordance with Section 3.2D. The Contractor shall be entitled to deduct the applicable Fee from each remittance of Tax to the Municipality. Payment of the Fee for any Tax actually collected and remitted to the

Municipality in accordance with Section 3.2D., whether before or after the effective date of the termination of this Agreement, shall be in accordance with this Article 5.

## **ARTICLE 6. DISPUTES**

The Municipality and the Contractor shall use their best efforts to resolve any disputes arising under this Agreement including disputes as to whether the Contractor failed to remit or timely remit any Tax collected. During any period of dispute resolution, the Contractor shall continue to perform the Tax Collection Services and will be entitled to collect its Fee under Article 5.

## **ARTICLE 7. REPRESENTATIONS AND WARRANTIES**

### **7.1 Contractor's Representations and Warranties**

In connection with the execution of this Agreement, the Contractor hereby represents and warrants to the Municipality that the Contractor is legally authorized to execute this Agreement and to perform or cause to be performed the Tax Collection Services.

### **7.2 Municipality's Representations and Warranties**

In connection with the execution of this Agreement, the Municipality hereby represents and warrants to the Contractor that the Municipality:

- (A) is a municipality duly constituted and validly existing within the meaning of Section 1 of Article VII of the 1970 Constitution of the State and is a home rule unit of government under Section 6(a) of Article VII of said Constitution;
- (B) has full power and authority as a home rule unit of government to impose the Tax and to execute this Agreement; and
- (C) has duly authorized all necessary action to be taken by it for the imposition of the Tax and the execution and performance of this Agreement.

## **ARTICLE 8. TERMINATION**

### **8.1 Termination Right of Municipality**

The Municipality shall have the absolute right to terminate this Agreement by a notice in writing from the Municipality to the Contractor setting forth the effective date of such termination:

- (A) if the Tax is preempted, repealed, or determined by a court of competent jurisdiction to be unconstitutional or otherwise invalid; or



- (B) upon thirty (30) days' written notice to the Contractor.

If the Municipality elects to terminate this Agreement under this Section 8.1., all Tax Collection Services to be provided hereunder shall cease with respect to bills issued on and after the effective date stated in the notice, which date shall be the first day of a calendar month.

## **8.2 Termination Right of Contractor**

The Contractor shall have the absolute right to terminate this Agreement by a notice in writing from the Contractor setting forth the effective date of such termination:

- (A) if the Illinois Commerce Commission issues an order prohibiting the Contractor from performing all or part of the Tax Collection Services;
- (B) if the Tax is preempted, repealed, or determined by a court of competent jurisdiction to be unconstitutional or otherwise invalid; or
- (C) upon thirty (30) days' written notice to the Municipality.

If the Contractor elects to terminate this Agreement under this Section 8.2., all Tax Collection Services to be provided hereunder shall cease with respect to bills issued on and after the effective date stated in the notice, which date shall be the first day of a calendar month.

## **ARTICLE 9. GENERAL CONDITIONS**

### **9.1 Entire Agreement**

#### **A. General**

The Contractor and the Municipality acknowledge that this Agreement shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein and therein.

#### **B. No Collateral Agreements**

The Contractor and the Municipality agree that, except for those representations, statements or promises expressly contained in this Agreement, no representation, statement or promise, oral or in writing, of any kind whatsoever, by either party, its officials, its agents or its employees has induced the other party to enter into this Agreement or has been relied upon by either party including any with reference to (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Tax Collection Services to be performed; (iii) the nature, quantity, quality or volume of any materials, labor or other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those

referred to in clauses (i) through (v) above, affecting or having any connection with this Agreement or the negotiation or performance hereof.

## **9.2 Counterparts**

This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

## **9.3 Amendments**

No changes, amendments, modifications or discharge of this Agreement, or any part hereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and by the Municipality or their respective successors and assigns.

## **9.4 Governing Law and Jurisdiction**

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois without regard to principles of conflicts of law.

## **9.5 Severability**

The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement.

## **9.6 Interpretation**

Any headings of this Agreement are for convenience or reference only and do not define or limit the provisions hereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

## **9.7 Assigns**

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

## **9.8 Invalid Tax or Exemption from Tax; Responsibility for Refunds and Collection**

In the event that it is determined by a court or administrative agency of competent jurisdiction that the Tax does not apply to the use of gas by a Customer from whom the Tax was collected and remitted to the Municipality in accordance with this Agreement, it shall be the



Municipality's responsibility to make any necessary refunds; the Contractor shall not be responsible for any refunds to the Customer, nor shall the Contractor be required to refund to the Municipality any Fee retained by the Contractor with respect to the Tax collected from that Customer. If, notwithstanding the foregoing, the Contractor is ordered by a court or administrative agency of competent jurisdiction to make any necessary refunds, the Municipality shall reimburse the Contractor for any such refunds made by the Contractor.

In the event that any aspect of the Tax is found to be invalid or unconstitutional by a court of competent jurisdiction, it shall be the Municipality's responsibility to make any necessary refunds; the Contractor shall not be responsible for any refunds of the Tax to Customers, nor shall the Contractor be required to refund to the Municipality any Fee retained by the Contractor with respect to Tax collected. If, notwithstanding the foregoing, the Contractor is ordered by a court or administrative agency of competent jurisdiction to make any necessary refunds, the Municipality shall reimburse the Contractor for any such refunds made by the Contractor.

In the event that any exemption from the Tax is found to be invalid or unconstitutional by a court of competent jurisdiction, it shall be the Municipality's responsibility to collect any amounts of the Tax then due; the Contractor shall not be responsible to collect any such amounts. If, notwithstanding the foregoing, the Contractor is ordered by a court or administrative agency of competent jurisdiction to collect any amounts of the Tax then due, the Municipality shall reimburse the Contractor for any costs of the Contractor related to the collection of such Tax.

## **9.9 Miscellaneous Provisions**

Whenever under this Agreement the Municipality by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to either the Municipality's or the Contractor's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times the Municipality may have waived the performance, requirement or condition.

Whenever under this Agreement the Contractor by a proper authority waives the Municipality's performance in any respect or waives a requirement or condition to either the Municipality's or the Contractor's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times the Contractor may have waived the performance, requirement or condition.

## **9.10 Nonliability of Public Officials**

No official or employee of the Municipality shall be charged personally by the Contractor or by any assignee or subcontractor of the Contractor with any liability or expenses of defense or be held personally liable to them under any term or provision of this Agreement or because of the Municipality's execution or attempted execution thereof or because of any breach hereof.



### **9.11 Nonliability of the Contractor's Officers, Directors, Employees and Agents**

No officer, director, employee or agent of the Contractor shall be charged personally by the Municipality or by any assignee or subcontractor of the Municipality with any liability or expenses of defense or be held personally liable to them under any term or provision of this Agreement or because of the Contractor's execution or attempted execution thereof or because of any breach hereof.

### **9.12 Consequential Damages; Fines; Etc.**

Notwithstanding any other provision in this Agreement, neither the Municipality nor the Contractor, or their respective officers, directors, employees, representatives or agents shall be liable to the other for consequential losses or damages, including punitive or exemplary damages, arising out of or incurred in connection with the Tax Collection Services. The Municipality and the Contractor each hereby release each other and their subcontractors, officers, directors, employees, representatives and agents from any such liability.

The Contractor shall not be liable to the Municipality for any fine, assessment, penalty, forfeiture, fee, interest payment or other charge in connection with the Tax Collection Services or this Agreement notwithstanding any present or future ordinance, mandate or directive adopted by the Municipality that may purport to authorize the Municipality to assess any such fine, assessment, penalty, forfeiture, fee, interest payment or other charge to the Contractor in connection with the Tax Collection Services or this Agreement.

The Municipality shall not seek to impose any lien or encumbrance upon any property of the Contractor, or seek to revoke, modify or refuse to renew or grant any license, right or franchise of the Contractor as a means, directly or indirectly, to seek to compel compliance by the Contractor with this Agreement or in connection with any dispute relating to the performance of the Tax Collection Services or any obligations of the Contractor relating thereto.

### **9.13 Limitation of Liability**

To the fullest extent permitted by law, the cumulative maximum liability of the Contractor to the Municipality with respect to claims and costs arising out of the performance or nonperformance of the Tax Collection Services shall not exceed the amount of the Contractor's Fee paid to the Contractor during the period that is one year prior to the date on which the Municipality commences an action against the Contractor.

### **9.14 Indemnification by Municipality Related to Imposition of Tax**

The Municipality agrees to indemnify, defend and hold harmless the Contractor, including its officers, agents and employees, against any liability, loss, costs and expenses, including all costs of litigation and all reasonable attorneys' fees, that the Contractor, including its officers, agents and employees, incur, sustain or are subject to that results from or arises out of any claim, cause of action or litigation wherein another party asserts that any aspect of the Tax (including any exemption from the Tax) is unconstitutional under the United States or Illinois constitutions or otherwise invalid.



### **9.15 Limitation Period on Actions**

No action, regardless of form, arising out of this Agreement, or alleging any breach of this Agreement, may be brought by either the Contractor or the Municipality against the other party more than three years after such an action accrued; provided, however, that any action arising with respect to the Prior Agreement shall be limited pursuant to Section 9.16 and 9.17 herein.

### **9.16 Release of Claims**

The Municipality knowingly and voluntarily waives its rights with respect to any liability of the Contractor related to the collection of municipal gas use taxes or noncompliance by the Contractor with any obligations relating to the collection of municipal gas use taxes during the period October 1, 2016 to September 30, 2017, and releases and forever discharges the Contractor and each and all of its present and former parents, subsidiaries, officers, employees, directors, predecessors, successors, agents, affiliates and assigns from any liability whatsoever to the Municipality with respect to such municipal gas use tax collection. Furthermore, the Municipality agrees not to seek any fine, assessment, penalty, forfeiture, fee, interest payment or other charge from, seek to impose any lien or encumbrance upon any property of, or seek to revoke, modify or refuse to renew or grant any license, right or franchise of, the Contractor and each and all of its present and former parents, subsidiaries, officers, employees, directors, predecessors, successors, agents, affiliates and assigns as a result of the Contractor not having collected, paid, remitted or otherwise reported any municipal gas use taxes, or complied with any obligation of the Contractor relative thereto, during the period [November 1, 2004], to September 30, 2017. The provisions of this Section 9.16 shall survive the termination of this Agreement.

### **9.17 Termination of Prior Agreement; Claims Related to Prior Agreement**

The Municipality and the Contractor agree to terminate the Prior Agreement with respect to bills issued on or after October 1, 2018.

The Municipality and the Contractor agree that all claims related to the Prior Agreement that are not released pursuant to Section 9.16 shall be governed by the terms of this Agreement. The provisions of this Section 9.17 shall survive the termination of this Agreement.

### **9.18 Survival**

All provisions that by their inherent character should survive termination of this Agreement, shall survive the termination of this Agreement.

## **ARTICLE 10. NOTICES**

Notices provided for herein, unless expressly provided for otherwise in this Agreement, shall be in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

If to the Municipality:           City Administrator  
City of West Chicago  
475 Main Street  
West Chicago, Illinois 60185

If to the Contractor:           Nicor Gas Company  
1844 Ferry Road  
Naperville, Illinois 60563-9600  
Attention: Billing Manager

With a Copy to:               Nicor Gas Company  
1844 Ferry Road  
Naperville, Illinois 60563-9600  
Attention: Community Relations Manager

Changes in the above-referenced addresses must be in writing and delivered in accordance with the provisions of this Article 10. Notices delivered by mail shall be deemed received three days after mailing in accordance with this Article 10. Notices delivered personally shall be deemed effective upon receipt.

## **ARTICLE 11. AUTHORITY**

### **11.1   Municipality's Authority**

This Agreement is entered into by virtue of the home rule authority conferred on the Municipality under Section 6(a), Article VII of the 1970 Constitution of the State.

### **11.2   Contractor's Authority**

Execution of this Agreement by the Contractor is authorized by bylaws or a resolution of its Board of Directors, and the signature of each person signing on behalf of the Contractor have been made with complete and full authority to commit the Contractor to all terms and conditions of this Agreement.



IN WITNESS WHEREOF, the Municipality and the Contractor have executed this Agreement to be effective as of the date first set forth above.

CITY OF WEST CHICAGO

ATTEST

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

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

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

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

NORTHERN ILLINOIS GAS COMPANY, d/b/a/  
NICOR GAS COMPANY

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

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

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

## CITY OF WEST CHICAGO

### CITY COUNCIL AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 18-R-0055 – Sale of 727 Wendell Avenue

**AGENDA ITEM NUMBER:** 8. V.

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

**COMMITTEE AGENDA DATE:** N/A  
**COUNCIL AGENDA DATE:** 7/16/18

**STAFF REVIEW:**

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

**APPROVED BY CITY ADMINISTRATOR:**

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

**ITEM SUMMARY:**

Earlier this year, the City Council directed staff to sell surplus properties. The neighbor adjacent to 727 Wendell is interested in it, and has agreed to pay the appraised value.

After approval of this Resolution, it will need to be published in a newspaper. Once that is done, a Purchase and Sale Agreement will be added to the next City Council for approval.

**STAFF RECOMMENDATION:**

Staff recommends approval of Resolution No. 18-R-0055.

**COMMITTEE RECOMMENDATION:**

This item did not go to Committee because the City Council gave staff the direction to attempt to sell the surplus properties.



**RESOLUTION NO. 18-R-0055**

**A RESOLUTION OF THE CITY OF WEST CHICAGO, DUPAGE COUNTY, ILLINOIS  
AUTHORIZING THE SALE OF MUNICIPALLY OWNED REAL ESTATE  
COMMONLY KNOWN AS 727 WENDELL AVENUE**

WHEREAS, the City of West Chicago ("City") is the owner of a certain real property located in the City of West Chicago, Illinois (hereinafter referred to as the "Real Property"); and

WHEREAS, the Real Property is commonly identified as 727 Wendell Avenue, PIN 04-03-323-013, which measures .15 acre in size and is zoned in the City's R-5 Single Family Residence District; and

WHEREAS, the corporate authorities of the City have determined that it is no longer necessary, appropriate, or in the best interest of the City of West Chicago that it retain title to the Real Property; and

WHEREAS, pursuant to the Illinois Municipal Code, 65 ILCS 5/11-76-4.1, the corporate authorities have the power to authorize the sale of surplus public real estate, and to direct the sale of such Real Property to be conducted by the City Administrator, assisted by such staff as he deems necessary; and

WHEREAS, the City of West Chicago is in receipt of a written certified appraisal for the Real Property; and

WHEREAS, the terms of sale for the Real Property are:

- a. the minimum sale price for the Real Property will be Thirteen Thousand and 00/100 Dollars (\$13,000.00)

PLUS, (1) the costs of the appraisal for each parcel of Real Property and (2) all closing costs associated with the sale of each parcel;

OR, that price which is deemed by the City Administrator to be the highest fair cash value the City can expect to receive upon evaluation of current market conditions; and

- b. the use of the Real Property will be restricted to residential use as defined in the R-5 Single Family Residential District in the Code of Ordinances of the City of West Chicago.

NOW, THEREFORE, BE IT RESOLVED by the Corporate Authorities of the City of West Chicago, Illinois, in regular session assembled:

Section 1. That the recitals set forth above are incorporated herein in their entirety.

Section 2. That the Real Property designated herein is hereby declared "surplus."

Section 3. That the City Administrator, assisted by such staff as may in his opinion be necessary, be authorized and directed to sell the Real Property on terms as are set forth herein, which are found acceptable by the corporate authorities.

Section 4. That upon receipt of an offer to purchase the Real Property on terms acceptable to the corporate authorities of the City of West Chicago, the City Administrator shall forward said offer to the City Council for its approval.

Section 5. That this Resolution shall be published in a newspaper published in the City of West Chicago or in the County of DuPage immediately following its passage as required by law.

Section 6. 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 7. 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 16th day of July, 2018.

Alderman J. Beifuss	_____	Alderman L. Chassee	_____
Alderman J. Sheahan	_____	Alderman H. Brown	_____
Alderman A. Hallett	_____	Alderman M. Ferguson	_____
Alderman M. Birch-Ferguson	_____	Alderman S. Dimas	_____
Alderman K. Meissner	_____	Alderman M. Garling	_____
Alderman R. Stout	_____	Alderman G. Garcia	_____
Alderman N. Ligino-Kubinski	_____	Alderman B. Gagliardi	_____

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

APPROVED this 16th day of July, 2018.

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

ATTEST:

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

PUBLISHED: \_\_\_\_\_ 2018



## CITY OF WEST CHICAGO

### CITY COUNCIL AGENDA ITEM SUMMARY

**ITEM TITLE:**

An Ordinance creating Appendix G-Fee Schedule, Section 20.1-Small Wireless Facility Fees and Penalties of the City Code of Ordinances

**AGENDA ITEM NUMBER:** 8.W.**FILE NUMBER:** \_\_\_\_\_**COMMITTEE AGENDA DATE:** \_\_\_\_\_**COUNCIL AGENDA DATE:** July 16, 2018**STAFF REVIEW:** Tom Dabareiner AICP**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael Guttman**SIGNATURE** \_\_\_\_\_**ITEM SUMMARY:**

Earlier this year, the Small Wireless Facilities Deployment Act was signed into law and took effect June 1, 2018. The Act provides regulations for permitting and deploying small wireless facilities throughout Illinois. While the Act largely preempts municipal authority, local governments can still require permits and charge application fees to wireless providers who intend to deploy their facilities within the community. The Act requires that municipalities have until August 1, 2018 to update their fee schedules related to wireless facilities.

The City's Fee Schedule is in Appendix G of the Municipal Code, but currently does not explicitly address small wireless facilities. The attached Ordinance creates a new Section 20.1-Small Wireless Facility Fees and Penalties. The fees are modeled on those recently adopted by DuPage County and represent the maximums allowed under the law. In addition to permit application fees, which cover potential permit review expenses, an annual recurring fee is included to cover any routine monitoring and related maintenance of public poles which may host a new antenna. The Penalties part also mimics the County's provisions. Staff believes that consistency with the County, absent a comprehensive assessment of all potential review and monitoring expenses, provides a reasonable approach to establishing the new fees.

**ACTIONS PROPOSED:**

Adoption of the City Ordinance creating Appendix G-Fee Schedule, Section 20.1-Small Wireless Facility Fees and Penalties

**COMMITTEE RECOMMENDATION:**

No Committee reviewed this ordinance due to the limited timeframe afforded cities to establish the fees and City Staff spent the last month plus monitoring what other communities were doing with this requirement.

**ORDINANCE NO. 18-O-0045**

**AN ORDINANCE AMENDING APPENDIX G OF THE CODE OF ORDINANCES OF THE  
CITY OF WEST CHICAGO - FEE SCHEDULE - SECTION 20.1-SMALL WIRELESS  
FACILITY FEES AND PENALTIES**

BE IT ORDAINED by the City Council of the City of West Chicago, DuPage County, Illinois, duly assembled in a regular meeting, as follows:

Section 1. That Appendix G of the Code of Ordinances of the City of West Chicago is hereby amended to create Section 20.1 – Small Wires Facility Fees and Penalties with the language contained in Exhibit A attached hereto.

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

Section 3. This Ordinance shall be in effect from and after its passage and approval, and required recording in the manner provided by law.

PASSED this 16<sup>th</sup> day of July 2018

Alderman L. Chassee	_____	Alderman J. Beifuss	_____
Alderman A. Hallett	_____	Alderman N. Ligino-Kubinski	_____
Alderman M. Birch-Ferguson	_____	Alderman S. Dimas	_____
Alderman K. Meissner	_____	Alderman R. Stout	_____
Alderman M. Ferguson	_____	Alderman J. Sheahan	_____
Alderman B. Gagliardi	_____	Alderman G. Garcia	_____
Alderman M. Garling	_____	Alderman H. Brown	_____

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

ADOPTED this 16<sup>th</sup> day of July 2018

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

ATTEST:

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

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



## Appendix G Fee Schedule

### 20.1 Small Wireless Facility Fees and Penalties

Permit Fees - All applications for permits pursuant to this Ordinance shall be accompanied by a non-refundable application fee according to the following schedule:

Single wireless telecommunications facility on an existing structure ..... \$650.00

Multiple wireless telecommunication facilities (maximum 25) included in a single application to collocate on existing structures ..... \$350.00 per each facility

Wireless telecommunication facility that includes the replacement or installation of a new structure or tower ..... \$1,000.00

Annual Recurring Rate - The wireless services provider shall pay to the City an annual recurring rate for each permitted location of two hundred (\$200.00) dollars per year or an amount equal to the City's direct costs, whichever is greater, to collocate telecommunication facilities on City-owned infrastructure. Initial payment shall be received prior to permit issuance by the City. Thereafter, payment shall be received annually beginning on the second January 1<sup>st</sup> following the initial payment.

Penalties - Any person who violates any provision of this Ordinance or fails to comply with the requirements thereof, or who constructs, alters, repairs, disconnects, removes any facility within the City rights-of-way in violation of an approved plan or directive of the Director of Public works or his designee, or fails to apply for or obtain a permit issued under the provisions of this Ordinance shall be guilty of an offense punishable by a fine equal to the greater of:

Seven hundred and fifty (\$750.00); or

Twice the assessment application fees under this Ordinance; or

An amount sufficient to correct any deficiencies or maintain the proper movement and safety of the City rights-of-way users.

Each day that a violation continues shall be deemed a separate offense. The imposition of any fine shall not exempt the offender from compliance with the requirements of this Ordinance.

## CITY OF WEST CHICAGO

### CITY COUNCIL AGENDA ITEM SUMMARY

**ITEM TITLE:**

Plat of Abrogation  
430 Industrial Drive  
Mapei

Resolution No. 18-R-0057

AGENDA ITEM NUMBER: 8.X.

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

COMMITTEE AGENDA DATE: N/A

COUNCIL AGENDA DATE: July 16, 2018

STAFF REVIEW: Tom Dabareiner

SIGNATURE: 

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

**ITEM SUMMARY:**

Mapei currently owns the adjacent buildings at 1600 Western Drive and 430 Industrial Drive. Mapei desires to construct an addition that will connect the two buildings and convert them into one large facility. The proposed building expansion would be constructed over an existing 15 foot wide drainage and utility easement severing it in two. City Code and the easement's provisions prohibit any structures from being placed over the easement. The portion of the easement to be severed does not contain any existing utilities within it. Therefore, Mapei is requesting that the unused portion of the easement be abrogated to allow for the building expansion. The portion of the easement to remain contains utilities that serve Mapei's existing buildings and will continue to do so as part of the expansion.

**ACTIONS PROPOSED:**

Consideration of the requested Plat of Abrogation eliminating an unused portion of a drainage and utility easement on the property located at 430 Industrial Drive.

**COMMITTEE ACTION:**

This item did not go before a Committee for consideration.



**RESOLUTION NO. 18-R-0057**

**A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PLAT  
OF ABROGATION FOR A DRAINAGE AND PUBLIC UTILITY EASEMENT  
AT 430 INDUSTRIAL DRIVE – MAPEI**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to accept the 430 Industrial Drive Plat of Abrogation eliminating a portion of an existing drainage and public utility easement located on the property at 430 Industrial Drive, according to the plat prepared by Greengard, Inc., consisting of one (1) sheet, with a final revision date of June 26, 2018 as attached hereto and incorporated herein as Exhibit “A”.

APPROVED this 16<sup>th</sup> day of July, 2018.

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

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

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

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

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

ATTEST:

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



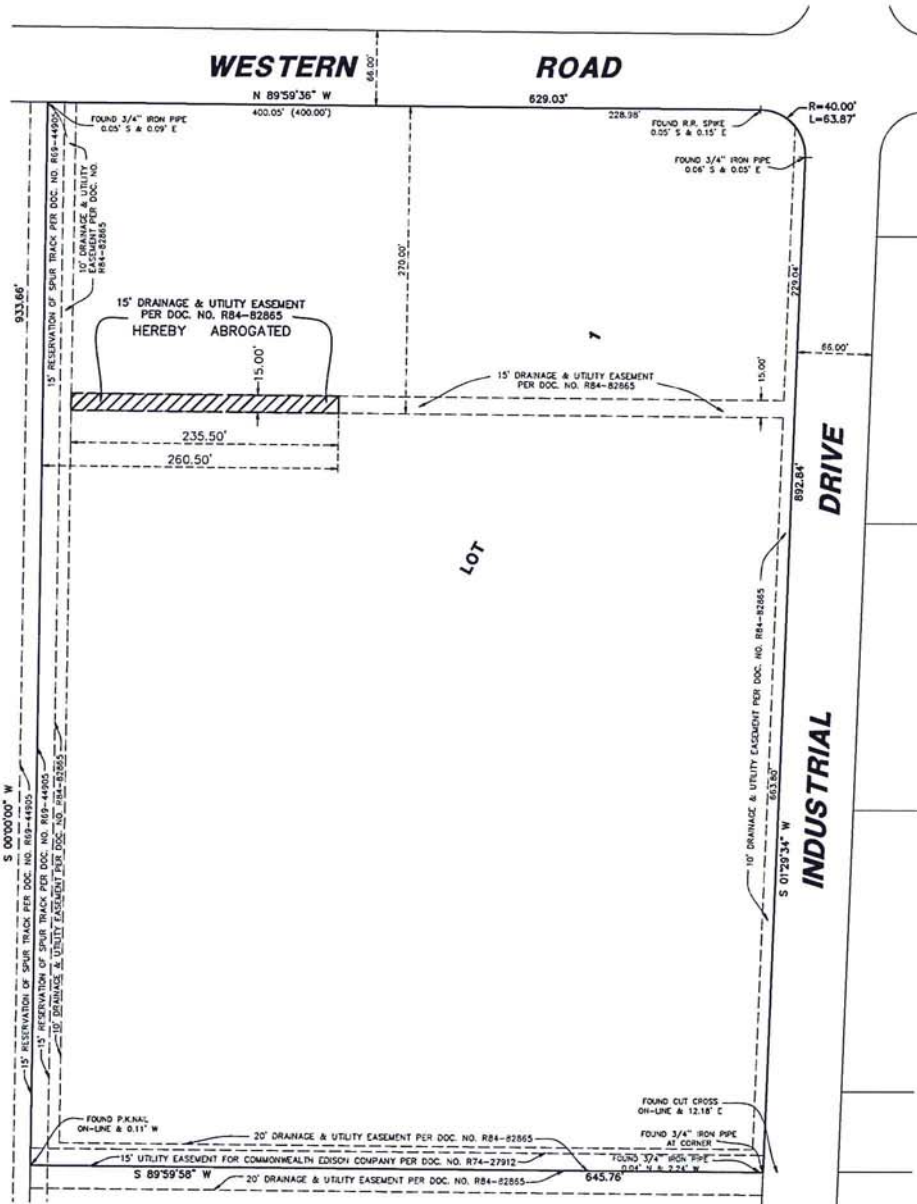
LOCATION MAP  
NOT TO SCALE

# 430 INDUSTRIAL DRIVE PLAT OF ABROGATION

## LEGAL DESCRIPTION

THE EAST 235.50 FEET OF THE WEST 260.50 FEET OF THE SOUTH 15.00 FEET OF THE NORTH 270.00 FEET (AS MEASURED AT RIGHT ANGLES TO THE NORTH AND WEST LINES THEREOF) OF LOT 1 IN 430 INDUSTRIAL DRIVE PLAT OF CONSOLIDATION, RECORDED SEPTEMBER 28, 2016 AS DOCUMENT NUMBER R2016-105620, BEING A CONSOLIDATION OF LOTS ONE (ALSO KNOWN AS LOT 1) LOT TWO AND LOT THREE IN WILLAMETTE INDUSTRIAL BUSINESS FORMS DIVISION RESUBDIVISION OF LOT 12 IN WESSOM INDUSTRIAL PARK, OF PART OF THE SOUTH HALF OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID WILLAMETTE BUSINESS FORMS DIVISION RESUBDIVISION RECORDED OCTOBER 12, 1984 AS DOCUMENT NUMBER R84-82865, WHICH SAID PLAT ORIGINALLY GRANTED THE HEREON PARTIALLY ABROGATED EASEMENT, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 04-05-306-011



GRAPHIC SCALE



## CITY OF WEST CHICAGO MAYOR AND CITY COUNCIL APPROVAL CERTIFICATE

STATE OF ILLINOIS  
COUNTY OF DUPAGE } SS

MAYOR AND CITY COUNCIL OF THE CITY OF WEST CHICAGO, COUNTY OF DUPAGE, STATE OF ILLINOIS, HEREBY CERTIFY THAT THE SAID COUNCIL HAS DULY APPROVED THIS PLAT OF ABROGATION ATTACHED HERETO AND HEREBY RELEASE AND CONSENT TO THE RELEASE, VACATION AND ABROGATION OF THE EASEMENT SHOWN HEREON.

BY RESOLUTION NO. \_\_\_\_\_ DULY AUTHENTICATED AS  
PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_\_\_

ATTEST: \_\_\_\_\_  
CITY CLERK

## SURVEYOR'S NOTES:

- THE BEARINGS SHOWN ON THIS PLAT ARE BASED ON WILLAMETTE INDUSTRIAL BUSINESS FORMS DIVISION RESUBDIVISION RECORDED AS DOCUMENT NO. R84-82865.
- THIS PLAT OF VACATION IS BASED UPON A BOUNDARY SURVEY PREPARED BY GREENGARD INC. ON JULY 2, 2007.
- EXISTING IMPROVEMENTS NOT SHOWN.

## GENERAL NOTES:

- BEARERS ARE WARNED IN FEET AND DECIMAL PLACES THEREOF.
- NO INDEMNITY SHALL BE ASSIGNED BY SCALE MISMATCH HEREON.

## ABROGATION APPROVAL

STATE OF ILLINOIS  
COUNTY OF LAKE } SS

THE APPROVING AUTHORITIES ON BEING THIS DOCUMENT HEREBY RELEASE AND CONSENT TO THE RELEASE, VACATION AND ABROGATION OF ALL EASEMENT RIGHTS PREVIOUSLY GRANTED IN THE EASEMENT BEING ABROGATED AND DESCRIBED HEREON.

ACCEPTED: \_\_\_\_\_ DATE: \_\_\_\_\_  
ILLINOIS BELL TELEPHONE COMPANY / SBC ILLINOIS

PRINTED NAME AND TITLE \_\_\_\_\_  
ACCEPTED: \_\_\_\_\_ DATE: \_\_\_\_\_  
COMMONWEALTH EDISON COMPANY

PRINTED NAME AND TITLE \_\_\_\_\_  
ACCEPTED: \_\_\_\_\_ DATE: \_\_\_\_\_  
NORTHWESTERN ILLINOIS GAS COMPANY

PRINTED NAME AND TITLE \_\_\_\_\_  
ACCEPTED: \_\_\_\_\_ DATE: \_\_\_\_\_  
CABLE COMPANY

PRINTED NAME AND TITLE \_\_\_\_\_

THIS PLAT SUBMITTED BY AND RETURN TO:  
NAME: CITY OF WEST CHICAGO  
ADDRESS: 475 MARK STREET  
CITY: WEST CHICAGO STATE: ILLINOIS ZIP: 60185

RECORDER'S CERTIFICATE  
STATE OF ILLINOIS } SS  
COUNTY OF DUPAGE }  
THIS INSTRUMENT NO. \_\_\_\_\_ WAS FILED FOR RECORD  
IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, AFORESAID,  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_  
RECORDED OF DEEDS

SURVEYOR'S CERTIFICATE  
STATE OF ILLINOIS } SS  
COUNTY OF LAKE }  
I, JOSEPH R. SAOOSHI, AN ILLINOIS PROFESSIONAL LAND SURVEYOR DO HEREBY  
CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED HEREON FOR THE  
PURPOSE OF ABROGATING THE EASEMENT AS SHOWN AND DESCRIBED HEREON  
AND THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS  
MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. \_\_\_\_\_  
GREENGARD, INC.  
111 BARKLEY BOULEVARD, SUITE 310  
LINCOLNSHIRE, ILLINOIS 60069  
JOSEPH R. SAOOSHI  
ILLINOIS  
PROFESSIONAL LAND SURVEYOR NO. 3316  
MY RENEWABLE LICENSE EXPIRES 11/30/18.



**GREENGARD, INC.**  
Engineers & Surveyors • Planners  
111 Barkley Blvd., Suite 310, Lincolnshire, Illinois 60069-3615  
PHONE: 815-434-1863 FAX: 815-434-0867 E-MAIL: ESTATE@GREENGARD.COM  
ILL. REGISTRATION NO. 184-000895

SCALE 1"=50'  
SHEET 52244  
1 OF 1

430 INDUSTRIAL DRIVE - WEST CHICAGO, IL  
PLAT OF ABROGATION



## CITY OF WEST CHICAGO

### CITY COUNCIL AGENDA ITEM SUMMARY

**ITEM TITLE:**

Plats of Easement Associated with the Rebuilding of  
Sanitary Sewer Lift Station #5 and its Accompanying  
Force Main Located at 1450 S. Neltnor Boulevard

Resolution Nos. 18-R-0058 through 18-R-0061

**AGENDA ITEM NUMBER:** 8.Y - BB.

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

**COMMITTEE AGENDA DATE:** N/A

**COUNCIL AGENDA DATE:** July 16, 2018

**STAFF REVIEW:** Tom Dabareiner

**SIGNATURE:** 

**APPROVED BY CITY ADMINISTRATOR:** Michael Guttman

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

**ITEM SUMMARY:**

Public Works Department staff is preparing for the replacement of the City's existing sanitary sewer lift station #5 located in the southeast corner of the Aspen Ridge apartment complex in addition to some of the sanitary sewer force main that runs northward along the west side of Route 59 and also along the south side of the Roosevelt Road access ramp. As part of this project the City has to secure additional utility easements from the property owners to accommodate the new lift station and sewer main improvements. The four attached plats represent the new easements to be granted. A 20 foot wide easement will be acquired for the force main and a 10,000 square foot easement will be acquired for the lift station. These proposed easements will be permanent and for the exclusive use of the City for the proposed sanitary sewer improvements and the infrastructure's long term maintenance.

**ACTIONS PROPOSED:**

Consideration of the requested Plats of Easement associated with the rebuild of Sanitary Sewer Lift Station # 5 and its accompanying force main located at 1450 S. Neltnor Boulevard.

**COMMITTEE ACTION:**

This item did not go before a Committee for consideration.

**RESOLUTION NO. 18-R-0058**

**A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PLAT  
OF EASEMENT FOR PUBLIC UTILITIES AT 1440 S. NELTNOR  
BOULEVARD**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to accept the Plat of Easement for a public utility easement located on the property at 1440 S. Neltnor Boulevard, according to the plat prepared by W.E. Hanna Surveyors, consisting of one (1) sheet, as attached hereto and incorporated herein as Exhibit "A".

APPROVED this 16<sup>th</sup> day of July, 2018.

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

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

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

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

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

ATTEST:

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



## GRANT OF EASEMENT

DESCRIPTION OF A PUBLIC UTILITY EASEMENT HEREBY GRANTED TO THE CITY OF WEST CHICAGO, ILLINOIS:

THE NORTHERLY 100 FEET OF THE SOUTHERLY 115.00 OF THE EASTERLY 100 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS.  
PIN: 04-15-304-002

STATE OF ILLINOIS )  
 )SS  
COUNTY OF DUPAGE )

THIS PLAT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF  
DUPAGE COUNTY, AFORESAID ON THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 2018 AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. AND  
RECORDED IN PLAT CABINET \_\_\_\_\_ AT SLIDE NO. 2018,  
AS DOCUMENT NO. \_\_\_\_\_

DUPAGE COUNTY RECORDER

STATE OF ILLINOIS }  
COUNTY OF DUPAGE }SS

MAYOR AND CITY COUNCIL OF THE CITY OF WEST CHICAGO, COUNTY OF DUPAGE,  
STATE OF ILLINOIS, HEREBY CERTIFY THAT THE SAID COUNCIL HAS DULY APPROVED  
THIS PLAT OF EASEMENT GRANT ATTACHED HERETO BY RESOLUTION  
NO. \_\_\_\_\_ DULY AUTHENTICATED AS PASSED THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 20\_\_\_\_.

MAYOR

**ATTEST:**

CITY CLERK

### EASEMENT PROVISIONS

Easements are reserved for and granted to the City of West Chicago, DuPage County, Illinois, for the perpetual right, privilege and authority to construct, reconstruct, repair, inspect, maintain and operate various utility and collection systems including sanitary pump station(s), sanitary forcemain(s), sanitary sewers, manholes and connections together with any other structures and appurtenances as may be deemed necessary by said City of West Chicago over, upon, along, under, or through the described area, as noted by a "Easement" or "Public Utility Easement" together with the right of access across the property for necessary persons and equipment to do any of the above work. The right is also granted to cut down, trim, or remove trees, shrubs or other plants on the easement that interfere with the operation of the sanitary sewer system or other utilities. No permanent buildings shall be placed on said easements, but same may be used for gardens, shrubs, landscaping, trees, pavement, and other purposes that do not then or later interfere with the aforesaid uses or rights. To the extent allowable by law, the Grantee shall indemnify and hold harmless Grantor for all damage, loss, claims or demands suffered, incurred or brought against Grantor by reason of or in any manner relating to the construction, operation, existence or maintenance of the easement or systems over, upon, along, under or through the Easement.

STATE OF ILLINOIS )  
 )SS  
COUNTY OF DUPAGE )

THIS IS TO CERTIFY THAT ASPEN RIDGE, LLC IS THE OWNER OF THE PROPERTY  
HEREON SHOWN AND DESCRIBED AND HEREBY APPROVE AND ACCEPT THE  
ATTACHED PLAT FOR THE USES AND PURPOSES THERIN SET FORTH.

DATED THIS 14 DAY OF APRIL MAY 2018

BY: [Signature] TITLE: MANAGER

NAME: \_\_\_\_\_

ASPEN RIDGE, LLC  
106 W. CALENDAR CT. #92  
LAGRANGE, ILLINOIS 60525

STATE OF ILLINOIS )  
 )SS  
COUNTY OF DUPAGE )

THIS IS TO CERTIFY THAT I HAVE PREPARED THE ATTACHED PLAT FOR THE PURPOSE OF CREATING A PUBLIC UTILITY EASEMENT AND THAT SAID PLAT DISTANCES SHOWN IN FEET AND DECIMALS THEREOF.

DATED AT DEKALB, ILLINOIS THIS 27<sup>TH</sup> DAY OF April, 2018.

STATE OF ILLINOIS     )  
                              )SS  
COUNTY OF DUPAGE    )

I, UNDERSTAND, A NOTARY PUBLIC IN AND FOR THE AFORESAID COUNTY AND STATE, DO HEREBY CERTIFY THAT FRANK PIGGARD PERSONALLY APPEARED BEFORE ME THIS DAY, IN PERSON, AND ACKNOWLEDGED, SIGNED AND DELIVERED THE ANNEXED PLAT, AS THEIR OWN FREE AND VOLUNTARY ACT FOR USES AND PURPOSES THEREIN SET FORTH.

DATED THIS 7 DAY OF MAY 2018

NOTARY PUBLIC

OFFICIAL SEAL  
KELLY VAN DINTHER  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES 02/24/19

FILED BY/RETURN TO:  
CITY OF WEST CHICAGO  
475 MAIN STREET  
WEST CHICAGO, IL 60185

FOR: REMPE - SHARPE  
JOB NO. WES 13790B

SHAWN R. VanKAMPEN  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2710  
LICENSE EXPIRATION DATE: NOVEMBER 30TH, 2018

Prepared by:  
W.E. Hanna Surveyors  
508 Pine Street  
DeKalb, Illinois 60115  
(815) 756-2189  
Fax 748-2532  
info@hannasurveyors.com  
License # 184007413

**RESOLUTION NO. 18-R-0059**

**A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PLAT  
OF EASEMENT FOR PUBLIC UTILITIES AT 1440 S. NELTNOR  
BOULEVARD**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to accept the Plat of Easement for a public utility easement located on the property at 1440 S. Neltnor Boulevard, according to the plat prepared by W.E. Hanna Surveyors, consisting of one (1) sheet, as attached hereto and incorporated herein as Exhibit "A".

APPROVED this 16<sup>th</sup> day of July, 2018.

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

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

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

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

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

ATTEST:

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



## GRANT OF EASEMENT

DESCRIPTION OF A 20' PUBLIC UTILITY EASEMENT HEREBY GRANTED TO THE CITY OF WEST CHICAGO, ILLINOIS

A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED OVER, UNDER, AND UPON AND LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE LOCATED IN PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE NORTH ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION, 115.0 FEET; THENCE WESTERLY, AT AN ANGLE OF 88°36'41", MEASURED CLOCKWISE FROM SAID EAST LINE, 39.49 FEET FOR A POINT OF BEGINNING; THENCE NORTHERLY, AT AN ANGLE OF 90°06'58", MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 164.59 FEET; THENCE NORTHERLY, AT AN ANGLE OF 179°42'03", MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 108.22 FEET; THENCE NORTHWESTERLY, AT AN ANGLE OF 138°46'40", MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 55.49 FEET; THENCE NORTHWESTERLY, AT AN ANGLE OF 156°06'59", MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 222.50 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 275.42 FEET FOR A DISTANCE OF 46.34 FEET TO THE SOUTHERLY LINE OF LOT 2 OF PRAIRIE CENTER AND THE TERMINATION OF SAID CENTERLINE. THE NORTHERLY AND SOUTHERLY LINES OF SAID EASEMENT TO BE LENGTHENED OR SHORTENED TO MEET SAID SOUTHERLY LINE OF LOT 2.

PIN: 04-15-304-002

PRAIRIE CENTER

LOT 2

ACCESS RAMP

LEGEND  
 --- centerline of easement hereby granted  
 --- indicates temporary construction easement (terminates JULY 1, 2020)

STATE OF ILLINOIS )  
 )  
 COUNTY OF DUPAGE )

THIS PLAT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THIS DAY OF 2018 AT O'CLOCK, M. AND RECORDED IN PLAT CABINET AT SLIDE NO. 2018, AS DOCUMENT NO.

DUPAGE COUNTY RECORDER  
 STATE OF ILLINOIS )  
 )  
 COUNTY OF DUPAGE )

MAYOR AND CITY COUNCIL OF THE CITY OF WEST CHICAGO, COUNTY OF DUPAGE, STATE OF ILLINOIS, HEREBY CERTIFY THAT THE SAID COUNCIL HAS DULY APPROVED THIS PLAT OF EASEMENT GRANT ATTACHED HERETO BY RESOLUTION NO. DULY AUTHENTICATED AS PASSED THIS DAY OF 2018.

MAYOR

ATTEST:

CITY CLERK

STATE OF ILLINOIS )  
 )  
 COUNTY OF DUPAGE )

THIS IS TO CERTIFY THAT ASPEN RIDGE, LLC IS THE OWNER OF THE PROPERTY HEREOIN SHOWN AND DESCRIBED AND HEREBY APPROVE AND ACCEPT THE ATTACHED PLAT FOR THE USES AND PURPOSES THEREIN SET FORTH.

DATED THIS 7th DAY OF MAY 2018.

BY: [Signature] TITLE: MANAGER

NAME: FRANK PIGADO

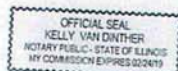
ASPEN RIDGE, LLC  
 106 W. CALENDAR CT. #92  
 LA GRANGE, ILLINOIS 60525

STATE OF ILLINOIS )  
 )  
 COUNTY OF DUPAGE )

I, UNDERSTAND, A NOTARY PUBLIC IN AND FOR THE AFORESAID COUNTY AND STATE, DO HEREBY CERTIFY THAT FRANK PIGADO PERSONALLY APPEARED BEFORE ME THIS DAY, IN PERSON, AND ACKNOWLEDGED, SIGNED AND DELIVERED THE ANNEXED PLAT, AS THEIR OWN FREE AND VOLUNTARY ACT FOR USES AND PURPOSES THEREIN SET FORTH.

DATED THIS 7th DAY OF MAY 2018.

[Signature] NOTARY PUBLIC



## EASEMENT PROVISIONS

Easements are reserved for and granted to the City of West Chicago, DuPage County, Illinois, for the perpetual right, privilege and authority to construct, reconstruct, repair, inspect, maintain and operate various utility and collection systems including sanitary pump station(s), sanitary force main(s), sanitary sewers, manholes and connections together with any other structures and appurtenances as may be deemed necessary by said City of West Chicago over, upon, along, under, or through the described area, as noted by a "Easement" or "Public Utility Easement" together with the right of access across the property for necessary persons and equipment to do any of the above work. The right is also granted to cut down, trim, or remove trees, shrubs or other plants on the easement that interfere with the operation of the sanitary sewer system or other utilities. No permanent buildings shall be placed on said easements, but same may be used for gardens, shrubs, landscaping, trees, pavement, and other purposes that do not then or later interfere with the aforesaid uses or rights. To the extent allowable by law, the Grantee shall indemnify and hold harmless Grantor for all damage, loss, claims or demands suffered, incurred or brought against Grantor by reason of or in any manner relating to the construction, operation, existence or maintenance of the easement or systems over, upon, along, under or through the Easement.

STATE OF ILLINOIS )  
 )  
 COUNTY OF DUPAGE )

THIS IS TO CERTIFY THAT I HAVE PREPARED THE ATTACHED PLAT FOR THE PURPOSE OF CREATING A PUBLIC UTILITY EASEMENT AND THAT SAID PLAT DISTANCES SHOWN IN FEET AND DECIMALS THEREOF.

DATED AT DEKALB, ILLINOIS THIS 27th DAY OF April, 2018.

Shawn R. Vankampen  
 SHAWN R. VANKAMPEN  
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2710  
 LICENSE EXPIRATION DATE: NOVEMBER 30TH, 2018



Prepared by:  
 W.E. Hanna Surveyors  
 License No. 184007413  
 508 Pine Street  
 DeKalb, Illinois 60115  
 (815) 756-2189  
 Fax 748-2532  
 info@hannasurveyors.com

Scale 1"=40'

FILED BY/RETURN TO:  
 CITY OF WEST CHICAGO  
 475 MAIN STREET  
 WEST CHICAGO, IL 60185  
 FOR: REMPE - SHARPE  
 JOB NO. WES 137900

**RESOLUTION NO. 18-R-0060**

**A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PLAT  
OF EASEMENT FOR PUBLIC UTILITIES AT 490 E. ROOSEVELT ROAD**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to accept the Plat of Easement for a public utility easement located on the property at 490 E. Roosevelt Road, according to the plat prepared by W.E. Hanna Surveyors, consisting of one (1) sheet, as attached hereto and incorporated herein as Exhibit "A".

APPROVED this 16<sup>th</sup> day of July, 2018.

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

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

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

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

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

ATTEST:

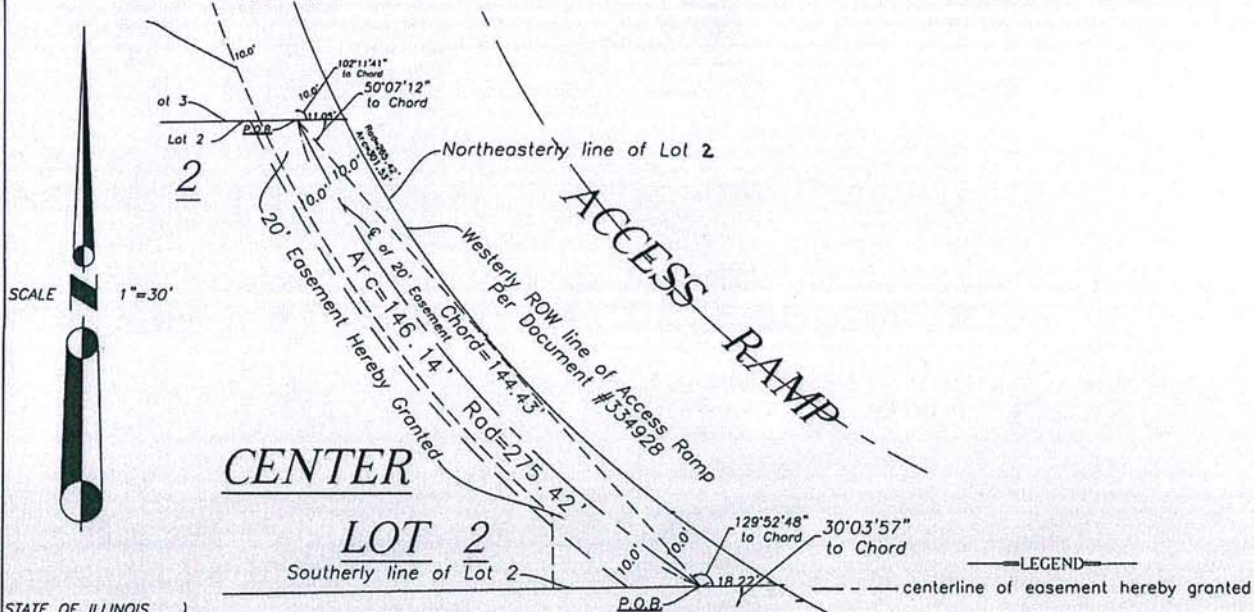
\_\_\_\_\_  
Nancy M. Smith, City Clerk



# GRANT OF EASEMENT

DESCRIPTION OF A 20' PUBLIC UTILITY EASEMENT HEREBY GRANTED TO THE CITY OF WEST CHICAGO, ILLINOIS:

A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED OVER, UNDER, AND UPON THE NORTHEASTERLY 20 FEET OF LOT 2 OF PRAIRIE CENTER, A SUBDIVISION BEING A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS.  
PIN: 04-15-304-016



STATE OF ILLINOIS )  
COUNTY OF DUPAGE )

THIS PLAT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, AFORESAID ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2018 AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. AND RECORDED IN PLAT CABINET \_\_\_\_\_ AT SLIDE NO. 2018, AS DOCUMENT NO. \_\_\_\_\_

DUPAGE COUNTY RECORDER

STATE OF ILLINOIS )  
COUNTY OF DUPAGE )

THIS IS TO CERTIFY THAT CHICAGO TITLE LAND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED May 11, 1989 AND KNOWN AS TRUST NUMBER 8127 IS THE OWNER OF THE PROPERTY HEREON SHOWN AND DESCRIBED AND HEREBY APPROVE AND ACCEPT THE ATTACHED PLAT FOR THE USES AND PURPOSES THEREIN SET FORTH.

THIS INSTRUMENT IS EXECUTED BY THE UNDERSIGNED LAND TRUSTEE, NOT PERSONALLY BUT SOLELY AS TRUSTEE IN THE EXERCISE OF THE POWER AND AUTHORITY CONFIRMED UPON AND VESTED IN IT AS SUCH TRUSTEE. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ALL THE WARRANTIES, INDEMNITIES, REPRESENTATIONS, COVENANTS, UNDERTAKINGS AND AGREEMENTS HEREIN MADE ON THE PART OF THE TRUSTEE ARE UNDERTAKEN BY IT SOLELY IN ITS CAPACITY AS TRUSTEE AND NOT PERSONALLY. NO PERSONAL LIABILITY OR PERSONAL RESPONSIBILITY IS ASSUMED BY OR SHALL AT ANY TIME BE ASSERTED OR ENFORCEABLE AGAINST THE TRUSTEE ON ACCOUNT OF ANY WARRANTY, INDEMNITY, REPRESENTATION, COVENANT, UNDERTAKING OR AGREEMENT OF THE TRUSTEE IN THIS INSTRUMENT.

Dated this 9th day of May, 2018.

Owner Address:  
Chicago Title Land Trust Company  
2441 Warrenville Rd., Suite 100  
Lisle, IL 60532

BY: Maureen Paige 5/1/18

TITLE: Trust Chicago

STATE OF ILLINOIS )  
COUNTY OF DUPAGE )

THIS IS TO CERTIFY THAT I HAVE PREPARED THE ATTACHED PLAT FOR THE PURPOSE OF CREATING A PUBLIC UTILITY EASEMENT AND THAT SAID PLAT DISTANCES SHOWN IN FEET AND DECIMALS THEREOF.

FILED BY/RETURN TO:  
CITY OF WEST CHICAGO  
475 MAIN STREET  
WEST CHICAGO, IL 60185

FOR: REMPE - SHAW  
JOB NO. WES 13790

SHAWN R. VANKAMPEN  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2710  
EXPIRATION DATE: NOVEMBER 30TH, 2018

STATE OF ILLINOIS )  
COUNTY OF DUPAGE )

MAYOR AND CITY COUNCIL OF THE CITY OF WEST CHICAGO, COUNTY OF DUPAGE, STATE OF ILLINOIS, HEREBY CERTIFY THAT THE SAID COUNCIL HAS DULY APPROVED THIS PLAT OF EASEMENT GRANT ATTACHED HERETO BY RESOLUTION NO. \_\_\_\_\_ DULY AUTHENTICATED AS PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

MAYOR

ATTEST:

CITY CLERK

## EASEMENT PROVISIONS

Easements are reserved for and granted to the City of West Chicago, DuPage County, Illinois, for the perpetual right, privilege and authority to construct, reconstruct, repair, inspect, maintain and operate various utility and collection systems including sanitary pump station(s), sanitary forcemain(s), sanitary sewers, manholes and connections together with any other structures and appurtenances as may be deemed necessary by said City of West Chicago over, upon, along, under, or through the described area, as noted by a "Easement" or "Public Utility Easement" together with the right of access across the property for necessary persons and equipment to do any of the above work. The right is also granted to cut down, trim, or remove trees, shrubs or other plants on the easement that interfere with the operation of the sanitary sewer system or other utilities. No permanent buildings shall be placed on said easements, but some may be used for gardens, shrubs, landscaping, trees, pavement, and other purposes that do not then or later interfere with the aforesaid uses or rights. To the extent allowable by law, the Grantee shall indemnify and hold harmless Grantor for all damage, loss, claims or demands suffered, incurred or brought against Grantor by reason of or in any manner relating to the construction, operation, existence or maintenance of the easement or systems over, upon, along, under or through the Easement.

STATE OF ILLINOIS )  
COUNTY OF DUPAGE )

I, UNDERSTAND, A NOTARY PUBLIC IN AND FOR THE AFORESAID COUNTY AND STATE, DO HEREBY CERTIFY THAT MAUREEN PAIGE PERSONALLY APPEARED BEFORE ME THIS DAY, IN PERSON, AND ACKNOWLEDGED, SIGNED AND DELIVERED THE ANNEXED PLAT, AS THEIR OWN FREE AND VOLUNTARY ACT FOR USES AND PURPOSES THEREIN SET FORTH.

DATED THIS 9th DAY OF May, 2018

NOTARY PUBLIC

Prepared by:  
W.E. Hanna Surveyors  
508 Pine Street  
DeKalb, Illinois 60115  
(815) 756-2189  
Fax 748-2532  
info@hannasurveyors.com  
License # 184007413



**RESOLUTION NO. 18-R-0061**

**A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PLAT  
OF EASEMENT FOR PUBLIC UTILITIES AT 500 E. ROOSEVELT ROAD**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to accept the Plat of Easement for a public utility easement located on the property at 500 E. Roosevelt Road, according to the plat prepared by W.E. Hanna Surveyors, consisting of one (1) sheet, as attached hereto and incorporated herein as Exhibit "A".

APPROVED this 16<sup>th</sup> day of July, 2018.

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

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

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

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

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

ATTEST:

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



## GRANT OF EASEMENT

DESCRIPTION OF A 20' PUBLIC UTILITY EASEMENT HEREBY GRANTED TO THE CITY OF WEST CHICAGO, ILLINOIS:

A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED OVER, UNDER, AND UPON AND LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE LOCATED IN LOT 3 OF PRAIRIE CENTER, A SUBDIVISION BEING A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT THAT IS 10 FEET WESTERLY OF, AS MEASURED RADIAL TO THE EASTERLY LINE OF SAID LOT, THENCE NORTHERLY 120.24 FEET ON A CURVE TO THE RIGHT, CONCENTRIC WITH SAID EASTERLY LINE, HAVING A RADIUS OF 275.42 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHERLY AND NORTHWESTERLY ON A CURVE TO THE LEFT, CONCENTRIC WITH SAID EASTERLY LINE AND HAVING A RADIUS OF 124.40 FEET FOR A DISTANCE OF 98.16 FEET; THENCE NORTHERLY AT AN ANGLE OF 159°43'22", MEASURED COUNTERCLOCKWISE FROM THE CHORD OF THE LAST DESCRIBED CURVE, 14.11 FEET TO SAID EASTERLY LINE AND THE TERMINATION OF SAID CENTERLINE. THE SOUTHERLY AND NORTHERLY LINES OF SAID EASEMENT TO BE LENGTHENED OR SHORTENED TO MEET SAID SOUTHERLY AND EASTERLY LOT LINES.

PLN: 04-15-304-015

