

PENTAMATION - FINANCIAL MANAGEMENT SYSTEM  
 DATE: 08/02/18  
 TIME: 14:28:03

CITY OF WEST CHICAGO  
 CASH REQUIREMENTS BILL LIST

PAGE NUMBER: 13  
 ACCTPAY1  
 ACCOUNTING PERIOD: 7/18

SELECTION CRITERIA: payable.due\_date='20180806 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	4053	HEALTH/DENTAL/LI	11129	MOE FUNDS	SEPT 18	G347	0.00	1348.46
093454	4225	OTHER CONTRACTUA	13590	PHALEN CONSULTING, IN	00089418-01	66	0.00	3500.00
093454	4225	OTHER CONTRACTUA	14642	FARR ASSOCIATES	00089409-01	2017002.10	0.00	2000.00
093454	4680	SPECIAL EVENTS	14950	RECORD-A-HIT-ENTERTAI	00089415-01	5204 DEP FROG347	0.00	700.00
093454	4801	BUILDING/GROUNDS	14701	LAFARGE FOX RIVER DEC	00089078-01	709036237	0.00	281.78
093454	4815	STREETSCAPE PROG	12241	HEINZ BROTHERS GREENH	00089343-01	165953001	0.00	1620.00
TOTAL DOWNTOWN TIF							0.00	9450.24
TOTAL FUND							0.00	9450.24

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FUND - 28 - MISCELLANEOUS DEPOSITSIN

DEPT-DIV	ACCOUNT	-----TITLE-----	-----VENDOR-----	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
28	224500	MISCELLANEOUS DE 14936	SANDHU, SARVPREET	00089412-01	1421 SWEETBAG347		0.00	1500.00
28	224500	MISCELLANEOUS DE 14948	LOPEZ, SANDRA	00089410-01	119 W ROOSEVG347		0.00	3000.00
28	224500	MISCELLANEOUS DE 14949	MORALES, DANIEL	00089414-01	917 S OAK G347		0.00	1500.00
TOTAL MISCELLANEOUS DEPOSITSIN							0.00	6000.00
TOTAL FUND							0.00	6000.00

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 ACCTPAY1  
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 PAYMENT TYPE: CHECKS ONLY

FUND - 43 - COMMUTER PARKING FUND

DEPT-DIV	ACCOUNT	TITLE	VENDOR	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
4300	345600	PERMITS--OTHER	14946 KATHLEEN TRANCHIDA	00089344-01	REFUND	COMMUG347	0.00	105.00
TOTAL COMM PARKING REVENUES							0.00	105.00
433476	4101	AUDITING FEES	11178 LAUTERBACH & AMEN, LL	00089332-01	29529	G347	0.00	70.00
433476	4204	ELECTRIC	152 COMMONWEALTH EDISON		VARIOUS	G347	0.00	1125.35
433476	4225	OTHER CONTRACTUA	12060 CURRENT TECHNOLOGIES	00089448-01	719893	G347	0.00	232.50
433476	4613	POSTAGE	4450 RESERVE ACCOUNT	00089366-01	REIB POSTAGE	G347	0.00	28.20
433476	4613	POSTAGE	4450 RESERVE ACCOUNT	00089413-01	19799337	G347	0.00	150.00
433476	4650	MISCELLANEOUS CO	11587 TOTAL PARKING SOLUTIO	00089296-01	104249	G347	0.00	320.00
TOTAL COMMUTER PARKING FUND							0.00	1926.05
TOTAL FUND							0.00	2031.05
TOTAL CHECK TRANSACTIONS							0.00	384847.83
TOTAL EFT TRANSACTIONS							0.00	0.00
TOTAL REPORT							0.00	384847.83

# CITY OF WEST CHICAGO

## DEVELOPMENT COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Request for Waiver of Appearance Code Requirements  
– Alteration of the Exterior Masonry Façade at  
1905 Franciscan Way  
BP Gas Station

Ordinance No. 18-O-0039

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

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

**COMMITTEE AGENDA DATE:** July 9, 2018

**COUNCIL AGENDA DATE:** August 6, 2018

**STAFF REVIEW:** Tom Dabareiner

**APPROVED BY CITY ADMINISTRATOR:** Michael Guttman

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

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

**ITEM SUMMARY:**

Cima Developers, who is the new property and business owner of the existing BP gas station located at the northwest corner of Route 59 and North Avenue, is requesting a waiver to the City's Appearance Code requirements to stain the brick façade of the existing building from an orange-red color to charcoal gray. The staining would only encompass the bricks, but the other existing stone and concrete masonry features would remain as they exist. The staining request is part of a larger makeover to the site that includes other improvements such as: updating the exterior of the building and fueling canopy, replacing all of the exterior lighting, replacing the car wash equipment and fuel pumps, updating the landscaping, adding a new restaurant where the former Subway was located and adding an outdoor seating area. The applicant strongly feels that the brick staining is an integral and important aspect to the rebranding of the site. Attached is a photo of the existing building, color renderings of the building depicting the proposed brick staining and product information from the stain manufacturer.

The applicable section of the Municipal Code is Section 7.13(C)(4), which is within the City's Appearance Code ("design standards and review") in Appendix A (Zoning). This Section, which prohibits any exterior brick or stone surfaces from being painted (or in this case stained), is intended to prevent potential long-term maintenance and degradation issues associated with continual repainting/restaining of brick or stone exteriors or preventing damage to the masonry if the paint/stain must ever be removed. The Appearance Code regulations are intended to promote high quality, cohesive developments that will enhance the overall long term appearance of the City. Paragraph (N) of the Appearance Code specifies that an appeal/waiver may be approved by the City Council.

At its July 9, 2018 meeting, the Development Committee recommended unanimous denial of a waiver of the Appearance Code requirements for staining the brick exterior of the building located at 1905 Franciscan Way. After the July 9<sup>th</sup> meeting the applicant conveyed to City staff their interpretation of the City's Appearance Code does not prohibit them from staining the brick as desired and does not necessitate a waiver being granted to do so. City staff forwarded the matter to the City Attorney for a legal interpretation. City Attorney Patrick Bond's response letter, dated July 23<sup>rd</sup>, is attached. Mr. Bond's letter reaffirms City staff's original position of the matter requiring a waiver from the Appearance Code in order to allow for the requested brick staining. The attached ordinance reflects the Development Committee's recommendation for denial of the brick staining request.

## CITY OF WEST CHICAGO

**ACTIONS PROPOSED:**

Consideration of a waiver of the Appearance Code requirements for staining the brick exterior of the building located at 1905 Franciscan Way.

**COMMITTEE RECOMMENDATION:**

At its July 9, 2018 meeting, the Development Committee recommended unanimous denial of a waiver of the Appearance Code requirements for staining the brick exterior of the building located at 1905 Franciscan Way.



# BOND, DICKSON & CONWAY

400 S. Knoll Street, Unit C, Wheaton, Illinois 60187 P 630.681.1000 F 630.681.1020

July 23, 2018

**VIA E-MAIL TRANSMISSION**

Mr. David Krupp  
Maintenance and Project Manager  
CIMA Developers, LP  
30W180 Butterfield Road  
Warrenville, IL 60555

Re: CIMA Developers, LP  
BP Gas Station Redevelopment  
1905 Franciscan Way  
West Chicago, IL 60185  
Our File No.: 01-542

Dear Mr. Krupp:

Please be advised that Bond, Dickson & Conway serves as the City Attorneys for the City of West Chicago. In connection with that representation, your inquiry relative to the application of the City's Appearance Code provisions to the BP Gas Station redevelopment at 1905 Franciscan Way, has been forwarded to me for a response. I apologize for the delay in so responding, however, I was out of town on business and unable to address this inquiry.

The City of West Chicago adopted an Appearance Code to promote high quality, cohesive developments that will enhance the overall, and long term, appearance of the City. The Code specifically, in Section 7.13(C)(4), provides as follows:

Brick or stone shall be used for all sides of new commercial structures.  
Brick shall, at a minimum, extend from ground level to tops of windows, with minor accents allowed in place of brick, subject to meeting building codes. Brick or stone shall not be painted...

As you can see, the City Code specifically prohibits the painting of brick or stone. The rationale behind said Code provision is that brick and stone are porous surfaces, which contain properties that do not lend themselves to paint adhering to said surfaces. In fact, over a fairly short period of time, paint will peel from brick or stone due to the moisture naturally contained in the porous surfaces of brick and stone.

Again, the intention of the applicable Code provision is to prevent continual, long term, maintenance of brick and stone surfaces, and the degradation of the appearance associated with the continuous repainting/re-staining brick or stone exteriors.

To the extent an attempt is made to differentiate "paint" from "stain" such constitutes a distinction without a difference. Paint is generally defined as, to color, to treat by brushing or swabbing, to decorate, etc. Stain, is similarly generally defined as, to color or to suffuse with color, etc. Accordingly, the terms paint and stain are used interchangeably.

David Krupp  
July 23, 2018  
Page 2

The language of the City Code is intended to be given its usual and customary interpretation. The ordinary meaning of the words used in the City Code should be ascribed thereto. The City's Code is to be construed in the same manner as a Court would construe a statute *Monahan v. Vill. Of Hinsdale*, 210 Ill. App. 3d 985, 569 N.E.2d 1182, 1188 (2d Dist. 1991). Further, the effect of the intention of the drafters of the City Code "by concentrating on the terminology, its goals and purposes, the natural import of words used in common and accepted usage, the setting in which they are employed and the general structure of the ordinance." *Id.*; *Henderson Square Condominium Ass'n. v. LAB Townhomes, LLC*, 2015 IL 118139 ¶67 (2015); *People v. Perry*, 224 Ill2d. 312, 864 N.E.2d 196, 204 (2007).

Contrary to the contention that the Developer is within its right to stain the brick, without going through the planning and zoning process, staining the brick is the equivalent to painting the brick. Clearly, there is a nearly indistinguishable distinction between paint and stain.

While the City appreciates the Developer's improvement of the site, including updating the exterior of the building and the fueling canopy, along with replacing the exterior lighting and updating the landscaping, compliance with the City Appearance Code is still required, including the prohibition on painting or staining brick or stone.

The Development Committee recommended rejecting the Developer's request for a Waiver of the City's Appearance Code requirements in order to stain the brick façade of the existing building. The Development Committee recommendation must be acted on by the City Council. The City Council will be advised as to my legal opinion relative to the lack of any legal distinction between paint and stain, as it is provided for in the City's Appearance Code.

Should you have any questions regarding this matter, please feel free to contact me directly.

Very truly yours,

BOND, DICKSON & CONWAY

*Patrick K. Bond*

Patrick K. Bond

cc: Michael Guttman, City Administrator  
Jeff Harris, City Planner

**ORDINANCE NO. 18-0-0039**

**AN ORDINANCE DENYING A CERTAIN WAIVER TO SECTION  
7.13(C)(4), DESIGN STANDARDS AND REVIEW, OF THE ZONING CODE  
FOR 1905 FRANCISCAN WAY**

WHEREAS, on or about June 7, 2018, Cima Developers, (the "APPLICANT"), filed a request for a certain waiver to Section 7.13(C)(4), Design Standards and Review of Appendix A of the Zoning Code, with respect to the property legally described on Exhibit "A" attached hereto and incorporated herein (the "SUBJECT REALTY"); and,

WHEREAS, the APPLICANT proposes to stain certain masonry exterior elements on the subject building located at 1905 Franciscan Way, which is not permitted by Section 7.13(C)(4) of Appendix A of the Zoning Code; and,

WHEREAS, the existing exterior of the building is brick with limestone and masonry accents; and,

WHEREAS, the APPLICANT proposes to stain only the exterior brick elements of the existing building, monument sign, trash enclosure, fuel canopy, and any other ancillary site improvements constructed of the same brick material, which is not permitted by Section 7.13(C)(4) of Appendix A, Zoning Code, of the Municipal Code; and

WHEREAS, the City Council of the City of West Chicago has determined that staining the brick as proposed by the APPLICANT will not substantially enhance the aesthetics of the SUBJECT PROPERTY, may cause a long term maintenance concern, and is not consistent with the goals and objectives of the City's Design Standards established in said Section 7.13.

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

Section 1. That a waiver from Section 7.13(C)(4), Design Standards and Review of the City of West Chicago Zoning Ordinance is hereby denied for the SUBJECT REALTY.

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

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



PASSED this \_\_\_\_ day of \_\_\_\_\_, 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 \_\_\_\_ day of \_\_\_\_\_, 2018.

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

ATTEST:

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

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

Exhibit "A"

Legal Description

Lot 6 in Franciscan Way, being part of a planned unit development subdivision part of the Southeast Quarter of Section 28, Township 40 North, Range 9 East of the Third Principal Meridian according to the amended planned unit development subdivision plat thereof, recorded as Document No. R2004-065395, in DuPage County, Illinois.

P.I.N. 01-28-401-098

# CITY OF WEST CHICAGO

## INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Approval of City Administrator's Execution of Twelve Month Contract with Constellation NewEnergy, Inc. for the Supply of Electricity Under the City's Electricity Aggregation Program.

**AGENDA ITEM NUMBER:** 8. B.**COMMITTEE AGENDA DATE:** August 2, 2018  
**COUNCIL AGENDA DATE:** August 6, 2018**STAFF REVIEW:** Robert E. Flatter, P.E., Public Works Director**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** \_\_\_\_\_**ITEM SUMMARY:**

In accordance with Ordinance No. 13-O-0014 and Chapter 19, "Electricity Aggregation Program" of the Code of Ordinances, the City operates an Electricity Aggregation Program pursuant to the Illinois Power Agency Act and may solicit bids and enter into service agreements to facilitate sale and purchase of electricity for its residential and small commercial retail customers. The City operates its aggregation program as an opt-out program. The distribution of electric continues to be provided by ComEd.

On July 16, 2018, City Council authorized the City Administrator to solicit bids and enter into the best term Contract, with the lowest cost electricity supplier, for the supply of electricity under the City's Electricity Aggregation Program.

Working with David Hoover, who formed a collaborative known as the Northern Illinois Municipal Electric Collaborative (NIMEC) that represents multiple municipalities; on Tuesday, July 24, 2018, NIMEC obtained bids from five suppliers (i.e., Dynegy Energy Solutions, Constellation NewEnergy, MidAmerican Energy Services, Eligo Energy, and MC Squared). Constellation NewEnergy won the bid and on July 25, 2018 our City Administrator executed a twelve month contract (October 2018 to October 2019) with Constellation for 0.07640 \$/kWh. The existing contract expires in October 2018 and the City's current rate is 0.06711 \$/kWh.

In discussing pricing received with NIMEC (see attached), the decision was made to execute a one year contract due to the uncertainty of future market pricing. Currently, ComEd's default rate is 0.07750 \$/kWh. NIMEC believes that ComEd will lower its rate to approximately 0.07600 \$/kWh in 2019 and possibly as low as 0.07500 \$/kWh in 2020. If ComEd does lower its rates, third party suppliers are expected to lower their rates to compete with ComEd. Third party suppliers are no longer required to price match ComEd and/or move customers to ComEd. Therefore, staff finds that it is in the best interest of the City to rebid the Municipal Electric Aggregation Program after one year when ComEd rates are then known.

**ACTIONS PROPOSED:**

After the fact approval of the City Administrator's execution of a twelve month contract with Constellation NewEnergy, Inc. for the supply of electricity under the City's Electricity Aggregation Program.

**COMMITTEE RECOMMENDATION:**

Pending recommendation from the Infrastructure Committee at its meeting on August 2, 2018.

INFRASTRUCTURE COMMITTEE  
AGENDA ITEM SUMMARY

ITEM TITLE:

Purchase a 2018 Schwarze Model A9 Monsoon Regenerative Air Street Sweeper – R.N.O.W, Inc. of West Allis, Wisconsin

AGENDA ITEM NUMBER: 8.C.

COMMITTEE AGENDA DATE: August 2, 2018  
COUNCIL AGENDA DATE: August 6, 2018

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

SIGNATURE 

APPROVED BY CITY ADMINISTRATOR: Michael L. Guttman

SIGNATURE \_\_\_\_\_

ITEM SUMMARY:

The most heavily used piece of equipment in the Public Works fleet is the street sweeper. Currently the City has two street sweepers, a 2009 Elgin Whirlwind MV and a 1999 Tymco 600 (used during the fall to assist with leaf pickup and as a backup machine when the Elgin Whirlwind is in the shop for maintenance and repairs). During months of April thru November, the street sweeper(s) are used nearly every day to remove debris and leaves from the City streets; they may also be used in March or December depending on weather conditions. It is the goal of the City's Public Works Department to sweep every street in the City weekly. Residents notice and often complain when the City streets are not swept, and street sweeping is a requirement of the City's IEPA NPDES Municipal Separate Storm Sewer System (MS4) Permit.

It is time to replace the 2009 Elgin Whirlwind MV Street Sweeper. Staff spent several months demoing different street sweepers and consulting with different manufacturers, vendors, and other municipalities to determine which sweeper would be most dependable, most efficient, and produce the best results for the City. Street sweepers are high maintenance pieces of equipment, so ease of maintenance and availability of replacement parts was also considered. Staff is recommending that the City purchase the Schwarze Model A9 Monsoon Regenerative Air Street Sweeper, with 9.6 cubic yard hopper and a 140 HP John Deere TIER IVF auxiliary engine, mounted on a Peterbilt Model 220 Chassis.

For 2018, R.N.O.W., Inc. of West Allis, Wisconsin, holds a joint purchasing contract under the National Joint Powers Alliance (NJPA) Program. The City of West Chicago is a member of the NJPA. The NJPA is a municipal national contracting agency that provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting law for use by education, government, and non-profits.

With chassis, equipment, and appurtenances specified by the City, R.N.O.W. submitted a price quote of \$275,256.00 (NJPA Contract #122017-SWZ). Pricing includes a 5-year or 6,000 hours extended warranty (does not cover standard wear items such as brooms, tires, brakes, etc.).

The 2009 Elgin Whirlwind MV Street Sweeper will be retained as secondary/backup street sweeper, but removed from the City's replacement schedule. When the cost of repairs exceeds its resale value, the Elgin Sweeper will be properly disposed of by City Ordinance. The 1999 Tymco 600 Street Sweeper will be sold at auction.

The street sweeper will be purchased from the Capital Equipment Replacement Fund (04-34-39-4804) in which \$320,000.00 has been budgeted.

## CITY OF WEST CHICAGO

**ACTIONS PROPOSED:**

That the West Chicago City Council authorize the purchase of one 2018 Schwarze Model A9 Monsoon Regenerative Air Street Sweeper, with 9.6 cubic yard hopper and a 140 HP John Deere TIER IVF auxiliary engine, mounted on a Peterbilt Model 220 Chassis with equipment specified by the City from R.N.O.W., Inc. of West Allis, Wisconsin, for a cost not to exceed \$275,256.00.

**COMMITTEE RECOMMENDATION:**

Pending recommendation from the Infrastructure Committee at its meeting on August 2, 2018.

# CITY OF WEST CHICAGO

## INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Ordinance No. 18-O-0046 – Authorizing the Disposal of Surplus Equipment, Stock Inventory, and/or Personal Property Owned By the City Of West Chicago

**AGENDA ITEM NUMBER:** 8.D.**COMMITTEE AGENDA DATE:** August 2, 2018  
**COUNCIL AGENDA DATE:** August 6, 2018**STAFF REVIEW:** Robert E. Flatter, P.E., Public Works Director**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** \_\_\_\_\_**ITEM SUMMARY:**

City staff has identified surplus equipment, stock inventory, and/or personal property that has no useful life and is no longer useful to the City, has little or no salvage value, and should be properly disposed of (please refer to Ordinance No. 18-O-0046 and Attachment A for additional information).

Therefore, staff is requesting that these items be declared surplus so that they may be traded in, disposed of through auction, disposed of through the City's contractual waste hauler, recycled, or sold to a local scrap dealer for scrap value; in a manner deemed appropriate by the City Administrator, with or without consideration.

**ACTIONS PROPOSED:**

Adopt Ordinance No. 18-O-0046 for the disposal or sale of surplus equipment, stock inventory, and/or personal property owned by the City of West Chicago.

**COMMITTEE RECOMMENDATION:**

Pending recommendation from the Infrastructure Committee at its meeting on August 2, 2018.

# CITY OF WEST CHICAGO

## INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 18-R-0062 - Contract Award – Heartland Recycling-Aurora CCDD, LLC for the 2018 Water Treatment Plant Waste Lime Sludge Removal Project

AGENDA ITEM NUMBER: 8.E.

COMMITTEE AGENDA DATE: August 2, 2018

COUNCIL AGENDA DATE: August 6, 2018

**STAFF REVIEW:** Joseph A. Munder,  
Water Treatment Plant Superintendent

SIGNATURE 

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

SIGNATURE \_\_\_\_\_

**ITEM SUMMARY:**

As part of the City's water treatment process, rotary hydrated lime is used to purify the raw water through a softening process. When the lime bonds with targeted minerals (i.e., radium, calcium, magnesium, etc.) sludge is generated. The sludge is transferred to three exterior holding lagoons until contractually removed. The last such project commenced in late 2015 and ended in early 2016 for a total project cost of \$596,524.50.

For Fiscal Year 2018, within the Water Fund (06-34-48-4210), \$600,000.00 has been budgeted for removal and disposal of waste lime sludge from the City's Water Treatment Plant lagoons (1400 Hawthorne Lane). All removed sludge must be disposed of in an EPA approved landfill.

The project was advertised in the Daily Herald on July 3, 2018, and bids were opened on July 24, 2018. There were ten plan holders but only one bid was received. Heartland Recycling-Aurora CCDD, LLC of Aurora, Illinois, submitted the only bid of \$47.25 per wet ton. This cost represents an increase of \$8.25 per wet ton over the per ton project costs in 2015.

Heartland Recycling-Aurora CCDD, LLC has provided waste lime sludge removal services for the City of West Chicago in the past (2008 and 2013) and performed well. Heartland's references have been checked with positive comments received. Staff recommends approving Heartland Recycling-Aurora CCDD, LLC as the lowest responsible bidder for the 2018 Water Treatment Plant Waste Lime Sludge Removal Project.

**ACTIONS PROPOSED:**

Approve Resolution 18-R-0062 authorizing the Mayor to execute a contract with Heartland Recycling-Aurora CCDD, LLC of Aurora, Illinois, for the removal and disposal of waste lime sludge from the City's Water Treatment Plant lagoons at the unit price of \$47.25 per wet ton, for the 2018 Water Treatment Plant Waste Lime Sludge Removal Project, for a total contract price not to exceed \$600,000.00.

**COMMITTEE RECOMMENDATION:**

Pending recommendation from the Infrastructure Committee at its meeting on August 2, 2018.

# CITY OF WEST CHICAGO

## INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 18-R-0063 - Contract Award – Go Painters, Inc. for the 2018 Fire Hydrant Painting Program

AGENDA ITEM NUMBER: 8.F.

COMMITTEE AGENDA DATE: August 2, 2018  
COUNCIL AGENDA DATE: August 6, 2018

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

SIGNATURE 

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

SIGNATURE \_\_\_\_\_

**ITEM SUMMARY:**

Contractual fire hydrant painting is a maintenance activity performed on the City's water distribution system. The painting process involves having hydrants sandblasted to remove all existing paint and primer, application of new primer coat, and application of two coats of a special enamel paint. For FY2018 approximately 500 fire hydrants are to be painted.

The project was advertised in the Daily Herald on June 25, 2018, and bids were opened on July 23, 2018. Two bids were received with Go Painters, Inc. of Maywood, Illinois, submitting the lowest bid of \$38,750.00 (\$77.50 per hydrant). Alpha Paintworks, Inc. of Chicago, Illinois, submitted a bid of \$44,500.00 (\$89.00 per hydrant).

Go Painters successfully completed the City's 2016 Fire Hydrant Painting Program and staff recommends approving Go Painters, Inc. as the lowest responsible bidder for the 2018 Fire Hydrant Painting Program.

Adequate funds are available in the Water Fund this project.

**ACTIONS PROPOSED:**

Approve Resolution No. 18-R-0063 authorizing the Mayor to execute a Contract with Go Painters, Inc. of Maywood, Illinois, in an amount not to exceed \$38,750.00, for the 2018 Fire Hydrant Painting Program.

**COMMITTEE RECOMMENDATION:**

Pending recommendation from the Infrastructure Committee at its meeting on August 2, 2018.



# CITY OF WEST CHICAGO

## INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 18-R-0064 - Contract Award – Illini Power Products Company for the 2018 Generator Maintenance Program

AGENDA ITEM NUMBER: 8.6.

COMMITTEE AGENDA DATE: August 2, 2018

COUNCIL AGENDA DATE: August 6, 2018

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

SIGNATURE 

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

SIGNATURE \_\_\_\_\_

**ITEM SUMMARY:**

At several of the City's well stations, sanitary sewer pump stations, the City's Water Treatment Plant, and the Police Station, the City maintains emergency backup power generators; along with two portable emergency backup power generators. Annually, said generators are contractually inspected and preventative maintenance activities are performed. For FY2018, staff will also have each generator load bank tested, which is a way of validating the correct operational performance and battery autonomy of the UPS system by testing the UPS and generator under load conditions, to help ensure their operation when truly needed.

The project was advertised in the Daily Herald on June 25, 2018, and bids were opened on July 23, 2018. Five bids were received with Illini Power Products Company of Carol Stream, Illinois, submitting the lowest bid of \$35,071.00. The second lowest bid was received from Charles Equipment Energy Systems of for \$46,753.03 (see attached bid tabulation sheet for additional clarification).

Illini Power Products Company previously satisfactorily provided annual generator inspection and preventative maintenance services for the City. Staff also called several of Illini Power Products' references and responding agencies provided satisfactory references. It is staff's recommendation that a contract be awarded to Illini Power Products Company of Carol Stream, Illinois, as the lowest responsible bidder for the 2018 Generator Maintenance Program.

The cost of this project will be paid from the Water Fund, Sewer Fund, and General Fund (Municipal Properties) where adequate funds are available for this project.

**ACTIONS PROPOSED:**

Approve Resolution No. 18-R-0064 authorizing the Mayor to execute a Contract with Illini Power Products Company of Carol Stream, Illinois, in an amount not to exceed \$35,071.00, for the 2018 Generator Maintenance Program.

**COMMITTEE RECOMMENDATION:**

Pending recommendation from the Infrastructure Committee at its meeting on August 2, 2018.

# CITY OF WEST CHICAGO

## INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 18-R-0065 - Contract Award –  
Knickerbocker Roofing and Paving Co., Inc. – 2018  
Wastewater Treatment Plant Roof Replacement Project

**AGENDA ITEM NUMBER:** 8.H.**COMMITTEE AGENDA DATE:** August 2, 2018  
**COUNCIL AGENDA DATE:** August 6, 2018**STAFF REVIEW:** Robert E. Flatter, P.E., Director of Public Works**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** \_\_\_\_\_**ITEM SUMMARY:**

The Wastewater Treatment Plant's Capital Improvement Plan for FY2018 identifies that \$200,000 has been budgeted in 2018 for the Digester Building Roof Replacement Project and another \$200,000 has been budgeted in 2019 for the Sand Filter Building Roof Replacement Project. During the West Chicago/Winfield Wastewater Authority Meeting on June 6, 2018, representatives from both municipalities agreed that cost savings could be realized if both projects were bid and constructed together. Also, both agencies realized \$184,000.00 in savings this year associated with the WWTP SCADA Design-Build Project. These are the final two roofs to be replaced at the Wastewater Treatment Plant.

The 2018 Wastewater Treatment Plant Roof Replacement Project includes, but is not limited to, the removal of existing ballast roof and membrane and insulation, replacement with 60 mil white Thermoplastic Polyolefin (TPO) roofing over a minimum two inches (2") of insulation, parapet/metal canopy replacement, guard rail installation, downspout/overflow drain repair, and removal and replacement of exterior light fixtures.

With architectural services provided by Matocha Associates, plans and bid specifications were prepared and the 2018 Wastewater Treatment Plant Roof Replacement Project was advertised for bid in the Daily Herald on July 3, 2018 and bids were opened on July 24, 2018. Three bids were received with Knickerbocker Roofing and Paving Co., Inc. of Harvey, Illinois submitting the lowest bid at \$423,000.00. Anthony Roofing Tecta America, LLC of Aurora, Illinois was the second lowest bidder at \$435,445.00 (see attached bid tab for additional clarification).

Matocha Associates performed reference checks on Knickerbocker Roofing and Paving Co., Inc. (Knickerbocker) with favorable results. Although this year's program was only budgeted at \$200,000.00 for said project, additional funds are available in the Sewer Fund to cover the entire project in FY2018.

It is staff's recommendation that a contract be awarded to Knickerbocker Roofing and Paving Co., Inc. of Harvey, Illinois, for the 2018 Wastewater Treatment Plant Roof Replacement Project, in an amount not to exceed \$423,000.00.

**ACTIONS PROPOSED:**

Approval of Resolution No. 18-R-0065 authorizing the Mayor to execute a contract with Knickerbocker Roofing and Paving Co., Inc. of Harvey, Illinois for the 2018 Wastewater Treatment Plant Roof Replacement Project, for an amount not to exceed \$423,000.00.

**COMMITTEE RECOMMENDATION:**

Pending recommendation from the Infrastructure Committee at its meeting on August 2, 2018.

# CITY OF WEST CHICAGO

## INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 18-R-0066 – Contract Award – Kenny Construction Company for the 2018 Sanitary Sewer Rehabilitation Project

**AGENDA ITEM NUMBER:** 8.I.**COMMITTEE AGENDA DATE:** August 2, 2018**COUNCIL AGENDA DATE:** August 6, 2018**STAFF REVIEW:** Robert E. Flatter, P.E., Director of Public Works**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** \_\_\_\_\_**ITEM SUMMARY:**

The 2018 Sanitary Sewer System Rehabilitation Project consists of rehabilitation of the City's sanitary collection system primarily through the use of trenchless technologies to address structural defects and infiltration problems. The project consists of approximately 15,830 lineal feet of sanitary sewer lining, ranging in diameter from 6" to 18", on segments of the City's existing sanitary sewer mains within the area generally bounded by the Wisconsin Central Tracks, Illinois Route 59, Washington Street and Grandlake Boulevard; and within the area known as the Alta Vista Subdivision, generally described as the area between Town Road and the Wisconsin Central Railroad Tracks, and between Illinois Route 38 (Roosevelt Road) and Washington Street. The above study areas were previously identified by the RJN Group (RJN) as locations of high inflow and infiltration (I&I), is largely residential and contains some of the City's oldest sanitary sewers made of vitrified clay pipe (VCP). Most of the sanitary sewers in the Alta Vista Subdivision are located in rear yard easements. Many of the sanitary sewer segments are obstructed by severe root intrusion, offset pipe joints, and faulty service lateral connections to the mainline sanitary sewer.

With engineering services provided by RJN Group, Inc., plans and bid specifications were prepared and the 2018 Sanitary Sewer System Rehabilitation Project was advertised in the Daily Herald on June 19, 2018 and bids were opened on July 17, 2018. Three bids were received with Kenny Construction Company of Northbrook, Illinois, submitting the lowest responsible bid of \$618,470.00. Visu-Sewer of Illinois, LLC submitted the second lowest bid of \$822,120.00 (see attached bid tabulation sheets for additional clarification).

RJN Group, Inc. performed reference checks on Kenny Construction Company with favorable results. Therefore, it is staff's recommendation that a contract be awarded to Kenny Construction Company of Northbrook, Illinois, for the 2018 Sanitary Sewer Rehabilitation Project, in an amount not to exceed \$618,470.00.

The above referenced services will be paid for using Sewer Funds (05-34-43-4410), in which \$875,000.00 has been budgeted for various services related to rehabilitation projects for the City's sanitary sewer system.

**ACTIONS PROPOSED:**

Approve Resolution No. 18-R-0066 authorizing the Mayor to execute a contract with Kenny Construction Company of Northbrook, Illinois, for construction services related to the 2018 Sanitary Sewer Rehabilitation Project, for an amount not to exceed \$618,470.00.

**COMMITTEE RECOMMENDATION:**

Pending recommendation from the Infrastructure Committee at its meeting on August 2, 2018.

# CITY OF WEST CHICAGO

## INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 18-R-0067 - Adopt-A-Highway Program -  
West Chicago Environmental Commission

AGENDA ITEM NUMBER: 8. J.

COMMITTEE AGENDA DATE: August 2, 2018  
COUNCIL AGENDA DATE: August 6, 2018

**STAFF REVIEW:** Tim Wilcox, Assistant Director of Public Works

SIGNATURE 

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

SIGNATURE \_\_\_\_\_

**ITEM SUMMARY:**

On June 5, 1995, the City of West Chicago adopted Ordinance No. 2904, which established an Adopt-A-Highway Program with respect to the collection of litter in the street right-of-way within the corporate limits of the City with various civic, not-for-profit organizations, and other commercial and private enterprises.

Previously the West Chicago Environmental Commission signed an Agreement with the City, Resolution 12-R-0039, for participation in the City's Adopt-A-Highway Program to collect litter within the right-of-way of North Avenue (Illinois Route 64) between Timberline Drive and Neltor Boulevard (Illinois Route 59). The term of said Agreement was for two years. The West Chicago Environmental Commission has applied again to continue to collect litter within the right-of-way of North Avenue (Illinois Route 64) between Timberline Drive and Neltor Boulevard (Illinois Route 59) as part of the Adopt-A-Highway Program.

Staff recommends approval of the attached application and Resolution No. 18-R-0067 authorizing the Mayor to execute an Agreement pursuant to the Illinois Adopt-A-Highway Act between the City of West Chicago and West Chicago Environmental Commission.

**ACTIONS PROPOSED:**

Approve Resolution No. 18-R-0067 authorizing the Mayor to execute an Agreement pursuant to the Illinois Adopt-A-Highway Act between the City of West Chicago and West Chicago Environmental Commission for maintenance of North Avenue (Illinois Route 64) between Timberline Drive and Neltor Boulevard (Illinois Route 59).

**COMMITTEE RECOMMENDATION:**

Pending recommendation from the Infrastructure Committee at its meeting on August 2, 2018.

# CITY OF WEST CHICAGO

## CITY COUNCIL AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 18-R-0068 – Sale of 727 Wendall  
Resolution No. 18-R-0069 – Authorizing the Sale of  
Vacant Municipally Owned Real Estate

**AGENDA ITEM NUMBER:** 8. K + L.**FILE NUMBER:** \_\_\_\_\_**COMMITTEE AGENDA DATE:** N/A  
**COUNCIL AGENDA DATE:** 8/6/18**STAFF REVIEW:****SIGNATURE** \_\_\_\_\_**APPROVED BY CITY ADMINISTRATOR:****SIGNATURE** \_\_\_\_\_**ITEM SUMMARY:**

The City has come to terms for the sale of 727 Wendall that meets the City Council's direction.

The second Resolution authorizing the sale of another nine vacant parcels owned by the City, per previous City Council direction.

**STAFF RECOMMENDATION:**

Staff recommends approval of Resolution Nos. 18-R-0068 and 18-R-0069.

**COMMITTEE RECOMMENDATION:**

These Resolutions weren't presented to any Committee, as it was the City Council that gave the staff direction on both matters.

**RESOLUTION NO. 16-R-0068**

**A RESOLUTION OF THE CITY OF WEST CHICAGO, DUPAGE COUNTY, ILLINOIS  
AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT  
TO SELL MUNICIPALLY OWNED REAL ESTATE  
COMMONLY KNOWN AS 727 WENDALL AVENUE**

WHEREAS, the City of West Chicago (“City”) is the owner of a certain real property located in the City of West Chicago, Illinois, which is commonly identified as 727 Wendall Avenue, PIN 04-03-323-013 (“Property”); and

WHEREAS, on July 16, 2018, the corporate authorities of the City adopted Resolution No. 18-R-0055, declaring the Property as surplus and directing its sale pursuant to the authority granted by the Illinois Municipal Code, 65 ILCS 5/11-76-4.1; and

WHEREAS, following publication of notice of the authority to sell the Property, the City received a proposal to acquire the Property, the terms of which are in keeping with the authority granted by Resolution No. 18-R-0055, and which are set forth in the Purchase and Sale Agreement attached hereto and incorporated herein by reference as Exhibit 1; and

WHEREAS, the City Council has reviewed the terms set forth in Exhibit 1 and hereby finds and determines that it is in the interests of the City and its residents that the City enter in the Purchase and Sale Agreement for the sale of the Property.

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: The Purchase and Sale Agreement, in substantially the same form as attached to this Resolution as Exhibit “1” is approved and accepted by the City of West Chicago.

Section 3: The Mayor is authorized to execute said Purchase and Sale Agreement on behalf of the City of West Chicago, which signature shall be attested to by the City Clerk.

Section 4: The Mayor, City Administrator, Staff, and the City Attorney are authorized and directed to take all the steps necessary to carry out the terms of the Purchase and Sale Agreement.

Section 5: All ordinances and resolutions or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

Section 6: This Resolution shall be in full force and effect from and after its adoption, approval, and publication in pamphlet form as provided by law.

PASSED this 6th day of August, 2018.

Alderman J. Beifuss \_\_\_\_\_  
Alderman J. Sheahan \_\_\_\_\_  
Alderman A. Hallett \_\_\_\_\_  
Alderman M. Birch-Ferguson \_\_\_\_\_  
Alderman K. Meissner \_\_\_\_\_  
Alderman R. Stout \_\_\_\_\_  
Alderman N. Ligino-Kubinski \_\_\_\_\_

Alderman L. Chassee \_\_\_\_\_  
Alderman H. Brown \_\_\_\_\_  
Alderman M. Ferguson \_\_\_\_\_  
Alderman S. Dimas \_\_\_\_\_  
Alderman M. Garling \_\_\_\_\_  
Alderman G. Garcia \_\_\_\_\_  
Alderman B. Gagliardi \_\_\_\_\_

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

APPROVED this 6th day of August, 2018.

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

ATTEST:

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

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

**PURCHASE AND SALE AGREEMENT**

**727 Wendall Avenue  
West Chicago, Illinois**

THIS AGREEMENT is entered into this \_\_\_ day of August, 2018, by and between the City of West Chicago, an Illinois Municipal Corporation (“Seller”) and the William Spellman and Sharon Spellman (collectively, “Buyer”).

RECITALS:

- A. Seller is the owner of a certain parcel of land (“Property”), bearing the common address 727 Wendall Avenue, West Chicago, Illinois designated by P.I.N. 04-03-323-013 which is legally described in Exhibit A, attached hereto and incorporated herein by reference.
- B. Seller has duly adopted a Resolution declaring the Property surplus, and has directed its sale in accordance with the Illinois Municipal Code, 65 ILCS 5/11-76-4.1.
- C. Buyer submitted its offer to acquire the Property from Seller, which Seller has accepted on the terms stated herein.

THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller and Buyer agree as follows:

**ARTICLE I  
PURCHASE AND SALE**

1.01. Agreement to Buy and Sell. Subject to the terms and conditions of this Agreement, Seller will sell to Buyer, and Buyer will purchase from Seller, good and marketable title to the Property subject to the Permitted Exceptions which may appear on the Title for said Property.

1.02. Purchase Price. The purchase price (“Purchase Price”) for the Property is \$13,000.00.

1.03. Additional Purchase Term: In addition to the Purchase Price, Buyer agrees to pay one-half of the Seller’s Closing Costs.

1.04. Payment Terms. The Purchase Price and Additional Purchase Term will be payable at Closing (as hereinafter defined), plus or minus prorations provided for under this Agreement, and less other credits to which Buyer is entitled under the terms of this Agreement, in U.S. funds, by cashier's check or wire transfer of immediately available funds.



**ARTICLE II  
PRE-CLOSING MATTERS**

2.01. Title Commitment. Concurrently with the exception of this Agreement, Seller will deliver to Buyer, a commitment for an owner's title insurance policy ("Title Commitment") issued by a licensed Title Company (the "Title Company") in the amount of the Purchase Price, covering title to the Property on or after the date of this Agreement, showing title in the intended grantor, subject only to the general exceptions contained in the policy, the Permitted Exceptions and title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at Closing and which Seller will so remove or cause to be removed at Closing by using funds Buyer will pay upon delivery of the deed.

2.02. Survey. Seller will obtain at its cost a survey (the "Survey") of the Property. The Survey shall show no encroachments onto the Property from any adjacent property, no encroachments by or from the Property onto any adjacent property and no violation of or encroachments upon any recorded building lines, restrictions or easements affecting the Property.

2.03. Title Defects. If either the Title Commitment or the Survey disclose any encroachment or violation or any exceptions to title or other than an exception described in Section 2.01 of this Agreement (an "Unpermitted Exception"), Seller shall have ten (10) days from the date of delivery thereof to have the Title Company issue its endorsement insuring against damage caused by such encroachments, violations or Unpermitted Exceptions, and provide evidence thereof to Buyer. If Seller fails to have the same insured against within said 10-day period, Buyer may elect, on or before the Closing, to terminate this Agreement or accept the Property subject to such encroachments, violations and Unpermitted Exceptions.

**ARTICLE III  
APPORTIONMENT OF COSTS**

3.01. Real Estate Taxes. No real estate taxes are due and owing on the Property. Buyer will assume all real estate taxes as of the date of acquisition.

3.02. Title; Recording Costs. Buyer and Seller share equally share any fee the Title Company charges for issuing the Title Commitment, including any date down fee, and all premiums for the Owner's title insurance policy and for recording fees for the deed conveying the Property.

**ARTICLE IV  
CLOSING**

4.01. Closing Date and Location; Escrow. Seller and Buyer will use their best efforts to close this transaction on or before \_\_\_\_\_, 2018 (the "Closing Date"), subject, however, to satisfaction of the conditions set forth in this Agreement, at the offices of the Title Company, or at

such other time as is mutually acceptable to Seller and Buyer. In this Agreement, the term "Closing" refers to Seller's conveyance of title to the Property to Buyer.

4.02. Seller's Closing Documents. At Closing, the Seller will deposit with the Buyer the following documents:

- (a) A certified copy of the Seller's Resolution authorizing the sale of the Property.
- (b) A recordable Quit Claim deed, in a form reasonably acceptable to Buyer's counsel and the Title Company, conveying good and marketable title to Buyer in fee simple, free and clear of all liens and encumbrances, except the Permitted Exceptions.
- (c) An ALTA Owner's Title Insurance Policy ("Title Policy") issued by the Title Company in the form customarily used by the Title Company for property similar to the Property, in the amount of the Purchase Price, insuring that Buyer or Buyer's assignee has marketable, good, insurable and indefeasible fee simple title to the Property, subject only to the general exceptions of the Policy, the Permitted Exceptions, and any other exceptions Buyer has elected to accept.
- (d) Executed ALTA Statement.
- (e) Executed real estate transfer tax declarations.
- (f) Executed Closing Statement.
- (g) Such other documents as reasonably may be required to consummate the transaction contemplated by this Agreement.

4.03. Buyer's Closing Documents. At Closing, in addition to the Purchase Price, Buyer will deposit with the Seller, the following documents:

- (a) Executed ALTA Statement.
- (b) Executed counterpart of Seller's Closing Statement.
- (c) Such other documents as reasonably may be required to consummate the transaction contemplated by this Agreement.

**ARTICLE V  
REPRESENTATIONS AND WARRANTIES**

5.01. Seller's Representations and Warranties. To induce Buyer to enter into this Agreement, Seller makes the following representations and warranties (all of which representations and warranties will be deemed to have been made again at the time of the Closing, and all of which will survive the Closing):

- (a) Seller is a municipal corporation, duly organized, validly existing and in good standing under the laws of the State of Illinois, with full power and authority to enter into and carry out terms and provisions of this Agreement. The execution and performance of this Agreement and the terms and provisions hereof by Seller are not inconsistent with, and do not result in the breach of any terms of any agreement or instrument to which Seller is a party or by which Seller may be bound.
- (b) Neither the Property nor the transfer of the Property contemplated by this Agreement is subject to the Illinois Responsible Property Transfer Act, 765 ILCS 90/1.

5.02. Buyer's Representations and Warranties. To induce Seller to enter into this Agreement, Buyer makes the following representations and warranties (all of which representations and warranties will be deemed to have been made again at the time of Closing, and all will survive the closing), and Buyer's obligations under Section 5.03 to indemnify and hold Seller harmless from any and all loss, expense or liability Seller may suffer or incur, including reasonable attorneys' fees and court costs, as a result of any inaccuracy in any of such representations and warranties, will be applicable.

- (a) Buyer has the right and authority to perform hereunder without obtaining any consent from governmental authorities or others except as expressly provided herein. The transaction herein contemplated will not constitute a violation of any applicable law, rule, regulation, ordinance, judgment, order or decree of any governmental entity or court to which Buyer is subject.
- (b) Buyer will at all times on and after the date of this Agreement at with diligence and in good faith to satisfy any contingencies remaining unsatisfied from time to time, and to perform to obligations under this Agreement.

5.03. Survival of Representations and Warranties; Indemnification. The representations and warranties of the parties will be deemed to be continuing representations and warranties up to and including the Closing Date, with the same force and effect as though such representations and warranties had been made as of Closing. The representations and warranties of the parties will further survive the Closing, will not merge with any deed of conveyance, and will be continuing commitments and obligations of the parties hereto following the Closing Date, subject to any

applicable statutes of limitations.

**ARTICLE VI  
POSSESSION**

6.01 Seller shall tender possession of the Property to Buyer as of the date of Closing.

**ARTICLE VII  
BROKERS**

7.01 Brokers. The Parties agree that there have been no Brokers involved in the sale of this Property.

7.02. Survival. The representations and warranties of Seller and Buyer, and their agreements contained in this Article VII, will survive the Closing or other termination of this Agreement.

**ARTICLE VIII  
MISCELLANEOUS**

8.01. Fees and Expenses. All costs, fees and expenses, including reasonable attorneys' fees, and court costs, incurred by a non-defaulting party as a result of the default of the other party will be paid by the defaulting party.

8.02. Notices. Any notice required or permitted to be given under this Agreement will be in writing and will be deemed to have been given when sent by telefacsimile to the telefacsimile number provided below for the intended recipient of such notice, or when delivered personally or on the date deposited in the United States mail, registered or certified mail, postage pre-paid, return receipt requested, and addressed as follows:

If to Seller: City of West Chicago  
475 Main Street  
West Chicago, IL 60185  
Attn: City Administrator

With copy to: Mary E. Dickson  
Bond, Dickson & Conway  
400 S. Knoll Street, Unit C  
Wheaton, Illinois, 60187

If to Buyer: William Spellman and Sharon Spellman  
Wendall  
West Chicago, IL 60185

With copy to: Scott Bromann  
Law Offices of Scott Bromann  
127 W. Willow  
Wheaton, IL 60187

or to such other address as a party may from time to time specify in writing to the other parties in accordance with the terms hereof.

8.03. Amendment. This Agreement cannot be amended or terminated except by written instrument signed by all the parties hereto.

8.04. Waiver. No failure by Seller or Buyer to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement, or to exercise any right or remedy upon a breach thereof, will constitute as waiver thereof. Any party hereto, by notice to the other parties, may, but will be under no obligation to, waive any of its rights or any condition to its obligations hereunder, or any duty, obligation or covenant of the other parties hereto. No waiver will affect or alter any other covenant, agreement, terms or conditions of this Agreement, all of which shall continue in full force and effect.

8.05 Captions. The captions of this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement.

8.06 Governing Law. This Agreement has been entered into in the State of Illinois and will be interpreted under and governed by the laws of the State of Illinois.

8.07. Assignment. Seller may not assign this Agreement, or any of Seller's rights hereunder, nor may Buyer delegate its duties, without first obtaining Buyer's written consent, which Buyer may withhold in its absolute discretion.

8.08. Binding Effect. Without limiting the provisions of Section 8.07, this Agreement will bind and inure to the benefit of the parties hereto and their respective successors and assigns.

8.09. Prior Agreements. This Agreement (including the exhibits attached hereto) is the entire agreement between Seller and Buyer and supersedes in its entirety all prior agreements and understandings relating to the Property. The Exhibits attached hereto are a material part of this Agreement.

8.10. Time of the Essence. Time is of the essence of the performance of each of the obligations of Seller and Buyer.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first above written.

SELLER:

CITY OF WEST CHICAGO

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

Mayor Ruben Pineda

BUYER:

WILLIAM SPELLMAN

\_\_\_\_\_  
SHARON SPELLMAN  
\_\_\_\_\_

**EXHIBIT A**

LEGAL DESCRIPTION OF P.I.N. 04-03-323-013

LOT 14 IN BLOCK 3 IN MONTVIEW, BEING LOVELESS' FIRST ADDITION TO TURNER, A SUBDIVISION OF PART OF THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21, 1892 AS DOCUMENT 50767, IN DUPAGE COUNTY, ILLINOIS.

**RESOLUTION NO. 18-R-0069**

**A RESOLUTION OF THE CITY OF WEST CHICAGO, DUPAGE COUNTY, ILLINOIS  
AUTHORIZING THE SALE OF MUNICIPALLY OWNED REAL ESTATE**

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

WHEREAS, the Real Property is described as follows:

<u>PIN</u>	<u>Address</u>	<u>Acreage</u>	<u>Zoning</u>
04-09-417-006	Stimmel	.15	R-5
04-09-425-001	244 W. Blair St. (pt)	.10	R-5
04-09-425-002	244. W. Blair St.	.15	R-5
04-09-424-006	251 W. Blair St.	.10	R-5
04-09-424-001	Factory St.	.10	R-5
04-09-424-002	Ann St.	.15	R-5
04-09-109-004	Lot West of 509 Church	.16	R-5
04-09-109-006	Lot East of 509 Church	.21	R-5
01-20-302-003	Smith Road	2.15	R-3

; and

WHEREAS, the corporate authorities of the City of West Chicago 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:

04-09-417-006	\$ 9,800
04-09-425-001 & -002	\$21,000
04-09-424-006	\$ 4,500
04-09-424-001 & -002	\$21,000
04-09-109-004	\$ 7,000



04-09-109-006	\$ 9,500
01-20-302-003	\$65,000

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 (except as to the Real Property for which the buyer seeks zoning relief after the acquisition) to those uses provided for under the Code of Ordinances of the City of West Chicago in the zoning district in which the Real Property is located.

NOW, THEREFORE, BE IT RESOLVED by the City Council 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 6<sup>th</sup> day of August, 2018.

Alderman J. Beifuss \_\_\_\_\_  
Alderman J. Sheahan \_\_\_\_\_  
Alderman A. Hallett \_\_\_\_\_  
Alderman M. Birch-Ferguson \_\_\_\_\_  
Alderman K. Meissner \_\_\_\_\_  
Alderman R. Stout \_\_\_\_\_  
Alderman N. Ligino-Kubinski \_\_\_\_\_

Alderman L. Chassee \_\_\_\_\_  
Alderman H. Brown \_\_\_\_\_  
Alderman M. Ferguson \_\_\_\_\_  
Alderman S. Dimas \_\_\_\_\_  
Alderman M. Garling \_\_\_\_\_  
Alderman G. Garcia \_\_\_\_\_  
Alderman B. Gagliardi \_\_\_\_\_

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

APPROVED this 6<sup>th</sup> day of August, 2018.

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

ATTEST:

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

PUBLISHED: \_\_\_\_\_ 20