

# CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

*Due to the Governor's Executive Order and the Restore Illinois Approach, no more than 10 people are permitted in the City Council Chambers for public meetings.*

## CITY COUNCIL MEETING MONDAY, JUNE 15, 2020 - 7:00 P.M. 475 MAIN STREET, WEST CHICAGO, ILLINOIS

### REVISED AGENDA<sup>1</sup>

1. Call to Order
2. Pledge of Allegiance to the Flag
3. Invocation
4. Roll Call and Establishment of a Quorum
5. Public Participation

The opportunity to speak to the City Council is provided for those who have a question or comment on an agenda item or a City of West Chicago issue. The City Council appreciates hearing from our residents and your thoughts and questions are valued. The City Council strives to make the best decisions for the City and public input is very helpful.

Respect for the duties of the City Council and for the democratic process will be adhered to – in this regard, civility and a sense of decorum will be strictly followed. All speakers must address their comments to the Mayor. Comments that are personally condescending will not be permitted. Speakers shall be courteous and should not make statements that are personally disrespectful to members of the City Council or City staff.

Please use the podium in the center aisle. Please announce your name and address (if acceptable) before commencing – all public comments are limited to three (3) minutes and each citizen will be permitted to speak only once. It is the City Council's policy not to engage in dialogue during Public Comment. Any questions raised will be addressed by City staff or an elected official outside of the City Council meeting.

*During the COVID-19 Pandemic, those wishing to attend public meetings of the City Council are welcome to do so at City Hall. You may attend in person to listen to the audio of the meeting, or via teleconference from home or another location on the Zoom app. Downloading Zoom from zoom.us will provide the audio link to the*

<sup>1</sup> Ordinance No. 20-O-0002 was moved to Reports by Committee. Resolution No. 20-R-0029 was added under New Business as Item 11.B.

*meeting. Anyone wishing to provide comment on a topic or an agenda item, may address the City Council by 4:00 p.m. the day of the meeting. You may do so either by an online form on the City's website, email to the Deputy City Clerk at aadm@westchicago.org or voicemail message at (630) 293-2205 x135. Your comment to the City Council will be read during the Public Participation portion of the agenda.*

**A. Public Hearing: Pre-Annexation Agreement – Trillium Farms (Pulte)**

**6. City Council Meeting Minutes of June 1, 2020**

**7. Corporate Disbursement Report  
- June 15, 2020 (\$599,077.59)**

**8. Consent Agenda**

- **Development Committee:**

- A. Ordinance No. 20-O-0010 – An Ordinance Amending the Code of Ordinances of the City of West Chicago – Appendix A, Article VII of the Zoning Code Relating to Indoor Recreation and Amusement.**

- B. Resolution No. 20-R-0026 – A Resolution Approving the Final Plat of Trillium Farm.**

- **Items Not Sent to Committee:**

- C. Resolution No. 20-R-0027 – A Resolution of the City of West Chicago, DuPage County, Illinois, Authorizing the Sale of Surplus Municipally Owned Real Estate – 244 W. Blair Street, West Chicago, Illinois.**

- D. Ordinance No. 20-O-0011 – An Ordinance Granting a Variance from the DuPage County Countywide Stormwater and Floodplain Ordinance for the West Chicago Park District at Reed-Keppler Park – 129 West National Street.**

**9. Reports by Committees**

- A. Ordinance No. 20-O-0002 – An Ordinance Approving and Amendment to the Preliminary and Final Planned Unit Development for Lakeshore Recycling Systems, LLC – 1655 Powis Road.**

**10. Unfinished Business**



**11. New Business**

- A. **Resolution No. 20-R-0028** – A Resolution Authorizing the Mayor to Enter Into a Certain Pre-Annexation Agreement – Pulte Home Company, LLC – 28W541 Roosevelt Road and 28W700 Purnell Road.
- B. **Resolution No. 20-R-0029** – A Resolution Authorizing the Mayor to Sign a Public Utility Easement Agreement for 29W066 Gary's Mill Road and 29W080 Gary's Mill Road.

**12. Correspondence and Announcements**

**Upcoming Meetings**

June 16, 2020	Plan Commission/ZBA (cancelled)
June 22, 2020	Public Affairs Committee
June 23, 2020	Historical Preservation Commission
June 25, 2020	Finance Committee (cancelled)
July 2, 2020	Infrastructure Committee

**13. Mayor's Comments**

**14. Executive Session**

- A. Land Acquisition – 5 ILCS 120/2 (C) (5) (6)
- B. Litigation – 5 ILCS 120/2 (C) (11)
- C. Personnel Matters – 5 ILCS 120/2 (C) (1)
- D. Review of Official Record – 5 ILCS 120/2 (C) (21)

**15. Items to be Referred for Final Action from Executive Session.**

**16. Adjournment**

CITY OF WEST CHICAGO - 475 Main Street  
CITY COUNCIL MINUTES  
Regular Meeting  
June 1, 2020

The City Council meeting of June 1, 2020, was held partly remote and partly in person due to the coronavirus pandemic.

1. **Call to Order.** Mayor Ruben Pineda (in person) called the meeting to order at 7:00 pm.
2. **Pledge of Allegiance.** Alderman Chassee led all in the pledge of allegiance.
3. **Invocation.** The City Clerk gave the invocation.
4. **Roll Call and Establishment of a Quorum.**

Roll call found Aldermen Lori J. Chassee, Heather Brown, Alton Hallett, Michael D. Ferguson, Sandy Dimas, Melissa Birch-Ferguson, Christopher Swiatek, Matthew Garling, Jeanne Short, Rebecca Stout, John E. Jakabcsin, and Noreen Ligino-Kubinski present. All Aldermen in attendance were present remotely except Alderman Matthew Garling. Aldermen James E. Beifuss, Jr. and Jayme Sheahan were absent. The Mayor announced a quorum.

Also in attendance in person were City Administrator Michael Guttman, Chief of Police Mike Uplegger, Deputy Chief of Police Chris Shackelford, and Public Works Director Rob Flatter.

Attending remotely were City Clerk Nancy M. Smith, City Attorney Patrick Bond, Community Development Director Tom Dabareiner, and Communications and Marketing Coordinator Rosemary Mackey.

5. **Public Participation.** There was no public participation.

6. **City Council Meeting Minutes of May 18, 2020.** Alderman Ferguson made a motion, seconded by Alderman Jakabcsin, to approve the minutes of May 18, 2020, with no changes. Voting Aye: Aldermen Chassee, Brown, Ferguson, Hallett, Dimas, Birch-Ferguson, Garling, Swiatek, Short, Stout, Jakabcsin, and Ligino-Kubinski. Voting Nay: 0. Motion carried.

7. **Corporate Disbursement Report.** Alderman Dimas made a motion, seconded by Alderman Ferguson, to approve the June 1, 2020, Corporate Disbursement Report in the amount of \$503,295.49. Voting Aye: Aldermen Chassee, Brown, Ferguson, Hallett, Dimas, Birch-Ferguson, Garling, Swiatek, Short, Stout, Jakabcsin, and Ligino-Kubinski. Voting Nay: 0. Motion carried.

8. **Consent Agenda.**

\* **Public Affairs Committee:** Alderman Chassee read and explained the following items:

A. **Approve** - The West Chicago Community High School Homecoming Parade Scheduled for Friday, October 9, 2020)

B. **Approve** - The Cultural Arts Commission's Proposal for a Haiku Yard Sign Public Art Project (for an amount not to exceed \$5,000.00)

C. **Resolution 20-R-0021** - A Resolution Authorizing the Mayor to Execute a Master Services and Purchasing Agreement with Axon Enterprises, Inc. for the Purchase and Use of Axon Products and Services (for an amount not to exceed \$177,342.00)

Alderman Chassee made a motion, seconded by Alderman Birch-Ferguson, to approve Resolution 20-R-0021. Voting Aye: Aldermen Chassee, Brown, Ferguson, Hallett, Dimas, Birch-Ferguson, Garling, Swiatek, Short, Stout, Jakabcsin, and Ligino-Kubinski. Voting Nay: 0. Motion carried.

\* **Items Not Sent to Committee**

D. **Resolution 20-R-0024** - A Resolution of the City of West Chicago, DuPage County, Illinois, Authorizing the Sale of Surplus Municipally Owned Real Estate - 513 Church Street, West Chicago, Illinois

E. **Resolution 20-R-0025** - A Resolution Supplementing the Mayor's Emergency Proclamation

Alderman Chassee made a motion, seconded by Alderman Brown, to approve Resolution 20-R-0024 and Resolution 20-R-0025. Voting Aye: Aldermen Chassee, Brown, Ferguson, Hallett, Dimas, Birch-Ferguson, Garling, Swiatek, Short, Stout, Jakabcsin, and Ligino-Kubinski. Voting Nay: 0. Motion carried.



9. Reports by Committee: None

10. Unfinished Business: None

11. New Business: None

12. Correspondence and Announcements

Upcoming Meetings

June 2, 2020  
June 4, 2020  
June 8, 2020

Plan Commission/Zoning Board of Appeals  
Infrastructure Committee  
Development Committee

13. **Mayor's Comments:** The Mayor spoke of the Covid-19 pandemic, and said the numbers are looking good in DuPage County, but West Chicago's are still climbing. Information needs to get out to the entire population to take safety measures. There are over 700 cases and 9 dead. We opened some of the businesses on Friday with outdoor dining at Hawthorne's and El Coco Local and a few other places. There was a brief uneventful *Black Lives Matter* demonstration where people stayed in their cars and honked horns at the Police Department.

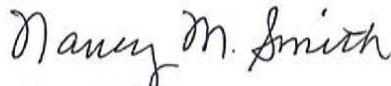
The Mayor said everyone must be careful as we want to make sure our residents are safe. The Mayor thanked the Police Department and Fire Department for going out to help other communities. The Mayor spoke of activities in the other DuPage communities. He has been invited to a prayer gathering at Cornerstone Park and will be attending that event where people will be wearing masks and will be practicing social distancing.

14. **Executive Session.** There was no executive session.

15. **Items to be Referred for Final Action from Executive Session.** Not applicable.

16. **Adjournment.** At 7:14 pm. Alderman Chassee made a motion, seconded by Alderman Stout, to adjourn. Motion was carried by voice vote.

Respectfully submitted,



Nancy M. Smith  
City Clerk

# CITY OF WEST CHICAGO

## CORPORATE DISBURSEMENT REPORT June 15, 2020

OPERATING ACCOUNT FUNDED BY:	\$	599,077.59
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GENERAL FUND	\$	191,450.46
CAPITAL EQUIPMENT REPLACEMENT FUND	\$	2,570.74
SEWER FUND	\$	221,837.01
WATER FUND	\$	65,672.64
CAPITAL PROJECTS FUND	\$	107,166.74
DOWNTOWN TIF SPECIAL PROJECTS FUND	\$	6,480.00
MISCELLANEOUS DEPOSITS	\$	3,000.00
COMMUTER PARKING FUND	\$	900.00

APPROVED BY THE CITY COUNCIL ON:

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

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



PENTAMATION - FINANCIAL MANAGEMENT SYSTEM  
 DATE: 06/11/20  
 TIME: 14:23:33

CITY OF WEST CHICAGO  
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1  
 ACCTPA21

SELECTION CRITERIA: transact.batch='G392' and transact.ck\_date='20200615 00:00:00.000'  
 ACCOUNTING PERIOD: 6/20

FUND - 40 - OPERATING FUND

CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	-----DEPT-DIV	-----DESCRIPTION-----	SALES TAX	AMOUNT
105100	87722	06/15/20	14400 7 LAYER SOLUTIONS, INC	010503	SENIOR/LEVEL 2 SYSTEMS	0.00	885.00
105100	87722	06/15/20	14400 7 LAYER SOLUTIONS, INC	053443	SENIOR/LEVEL 2 SYSTEMS	0.00	442.50
105100	87722	06/15/20	14400 7 LAYER SOLUTIONS, INC	063447	SENIOR/LEVEL 2 SYSTEMS	0.00	442.50
105100	87722	06/15/20	14400 7 LAYER SOLUTIONS, INC	010503	MOBOTRON MS-526 HEAVY	0.00	148.74
TOTAL CHECK						0.00	1,918.74
105100	87723	06/15/20	4354 A & G GLASS, INC	010219	INV 645742 5/8/20	0.00	232.42
105100	87724	06/15/20	15257 ACCESS TOOLS	010613	ESTIMATE 63806	0.00	156.95
105100	87725	06/15/20	12617 ACCURATE OFFICE SUPPLY	010613	INVOICE #513307	0.00	334.89
105100	87726	06/15/20	14897 ADVANCED AUTOMATION & CO	063447	INVOICE #20-3379 DATED	0.00	345.00
105100	87727	06/15/20	5384 AIRGAS USA, LLC	010925	CYLINDER RENTAL INVOIC	0.00	122.79
105100	87728	06/15/20	1914 ALEXANDER CHEMICAL CORPO	063448	RESOLUTION NO. 19-R-00	0.00	3,141.00
105100	87729	06/15/20	11546 ALL TYPES ELEVATORS, INC	063448	INVOICE #9856768 DATED	0.00	192.00
105100	87730	06/15/20	12722 ALLIED ASPHALT PAVING CO	083453	PURCHASE OF ASPHALT MA	0.00	259.70
105100	87730	06/15/20	12722 ALLIED ASPHALT PAVING CO	083453	PURCHASE OF ASPHALT MA	0.00	370.47
105100	87730	06/15/20	12722 ALLIED ASPHALT PAVING CO	083453	PURCHASE OF ASPHALT MA	0.00	620.41
TOTAL CHECK						0.00	1,250.58
105100	87731	06/15/20	13673 AMERICAN RED CROSS - HEA	010501	2 ADULT PRESTAN MANIKI	0.00	2,072.25
105100	87731	06/15/20	13673 AMERICAN RED CROSS - HEA	010501	2 PRESTAN INFANT MANIK	0.00	998.20
TOTAL CHECK						0.00	3,070.45
105100	87732	06/15/20	15137 APTIM ENVIRONMENTAL& INF	010207	CONSULTING SERVICES	0.00	1,380.00
105100	87733	06/15/20	5205 ASSOCIATED TECHNICAL SER	063447	2020 WATER DISTRIBUTIO	0.00	11,667.74
105100	87733	06/15/20	5205 ASSOCIATED TECHNICAL SER	063447	INVOICE #32614 DATED 0	0.00	742.00
TOTAL CHECK						0.00	12,409.74
105100	87734	06/15/20	3829 ATLAS BOBCAT, INC.	053443	INVOICE #BT0653 DATED	0.00	218.74
105100	87735	06/15/20	1800 B & F CONSTRUCTION CODE	011029	PLAN REVIEW FOR 622 TO	0.00	1,017.75
105100	87735	06/15/20	1800 B & F CONSTRUCTION CODE	011029	PLAN REVIEW FOR 1500 H	0.00	450.00
105100	87735	06/15/20	1800 B & F CONSTRUCTION CODE	011029	PLAN REVIEW FOR 124 MA	0.00	982.43
105100	87735	06/15/20	1800 B & F CONSTRUCTION CODE	011029	INSPECTIONS/PROPERTY M	0.00	14,375.00
TOTAL CHECK						0.00	16,825.18
105100	87736	06/15/20	15262 BAIG, MIRZA	05	REFUND OF CREDIT BALAN	0.00	834.02
105100	87737	06/15/20	12712 BARNES & THORNBURG, LLP	010910	PROFESSIONAL SERVICES	0.00	1,638.50
105100	87738	06/15/20	7994 BOND, DICKSON & ASSOC.,	010110	PROFESSIONAL SERVICES	0.00	250.00
105100	87738	06/15/20	7994 BOND, DICKSON & ASSOC.,	010110	PROFESSIONAL SERVICES	0.00	8,142.70
105100	87738	06/15/20	7994 BOND, DICKSON & ASSOC.,	011029	PROFESSIONAL SERVICES	0.00	120.00
105100	87738	06/15/20	7994 BOND, DICKSON & ASSOC.,	063447	PROFESSIONAL SERVICES	0.00	5,880.00
105100	87738	06/15/20	7994 BOND, DICKSON & ASSOC.,	083453	PROFESSIONAL SERVICES	0.00	60.00

PENTAMATION - FINANCIAL MANAGEMENT SYSTEM  
 DATE: 06/11/20  
 TIME: 14:23:33

CITY OF WEST CHICAGO  
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2  
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SELECTION CRITERIA: transact.batch='G392' and transact.ck\_date='20200615 00:00:00.000'  
 ACCOUNTING PERIOD: 6/20

FUND - 40 - OPERATING FUND

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TOTAL CHECK						0.00	14,452.70
105100	87739	06/15/20	14784	BRADEN BUSINESS SYSTEMS 010613	INVOICE #643250	0.00	45.00
105100	87740	06/15/20	12268	CALL ONE 01	5/15-6/14/20	0.00	56,666.96
105100	87741	06/15/20	13021	CASE LOTS, INC 010921	INVOICE #5302 DATED 05	0.00	274.80
105100	87742	06/15/20	1843	CEMETERY MANAGEMENT, INC 010923	RESOLUTION NO. 20-R-00	0.00	1,225.00
105100	87742	06/15/20	1843	CEMETERY MANAGEMENT, INC 010923	RESOLUTION NO. 20-R-00	0.00	850.00
TOTAL CHECK						0.00	2,075.00
105100	87743	06/15/20	15029	CHARLES EQUIPMENT ENERGY 010921	INVOICE #9131 DATED 05	0.00	765.00
105100	87744	06/15/20	8746	CHRISTOPHER B BURKE ENGI 083453	19-R-0058 - NATURAL AR	0.00	859.50
105100	87745	06/15/20	12380	CINTAS CORPORATION 063448	BI-WEEKLY CARPET RUNNE	0.00	15.05
105100	87745	06/15/20	12380	CINTAS CORPORATION 010921	BI-WEEKLY CARPET RUNNE	0.00	13.43
105100	87745	06/15/20	12380	CINTAS CORPORATION 010921	BI-WEEKLY CARPET RUNNE	0.00	11.81
105100	87745	06/15/20	12380	CINTAS CORPORATION 010921	BI-WEEKLY CARPET RUNNE	0.00	17.80
105100	87745	06/15/20	12380	CINTAS CORPORATION 010921	BI-WEEKLY CARPET RUNNE	0.00	9.48
TOTAL CHECK						0.00	67.57
105100	87746	06/15/20	12131	CLASSIC LANDSCAPE, LTD. 010613	RESOLUTION NO. 20-R-00	0.00	250.00
105100	87746	06/15/20	12131	CLASSIC LANDSCAPE, LTD. 010921	RESOLUTION NO. 20-R-00	0.00	140.00
105100	87746	06/15/20	12131	CLASSIC LANDSCAPE, LTD. 053443	RESOLUTION NO. 20-R-00	0.00	220.00
105100	87746	06/15/20	12131	CLASSIC LANDSCAPE, LTD. 063447	RESOLUTION NO. 20-R-00	0.00	565.00
105100	87746	06/15/20	12131	CLASSIC LANDSCAPE, LTD. 063448	RESOLUTION NO. 20-R-00	0.00	830.00
105100	87746	06/15/20	12131	CLASSIC LANDSCAPE, LTD. 083453	RESOLUTION NO. 20-R-00	0.00	6,615.00
105100	87746	06/15/20	12131	CLASSIC LANDSCAPE, LTD. 093454	RESOLUTION NO. 20-R-00	0.00	2,805.00
105100	87746	06/15/20	12131	CLASSIC LANDSCAPE, LTD. 433476	RESOLUTION NO. 20-R-00	0.00	900.00
105100	87746	06/15/20	12131	CLASSIC LANDSCAPE, LTD. 053443	RESOLUTION NO. 20-R-00	0.00	30.00
105100	87746	06/15/20	12131	CLASSIC LANDSCAPE, LTD. 063447	RESOLUTION NO. 20-R-00	0.00	30.00
105100	87746	06/15/20	12131	CLASSIC LANDSCAPE, LTD. 063448	RESOLUTION NO. 20-R-00	0.00	130.00
105100	87746	06/15/20	12131	CLASSIC LANDSCAPE, LTD. 083453	RESOLUTION NO. 20-R-00	0.00	1,250.00
TOTAL CHECK						0.00	13,765.00
105100	87747	06/15/20	13257	COMCAST CABLE 010503	6/5-7/4/20	0.00	298.40
105100	87747	06/15/20	13257	COMCAST CABLE 063448	5/25-6/24/20	0.00	258.35
105100	87747	06/15/20	13257	COMCAST CABLE 010925	5/27-6/26/20	0.00	210.92
TOTAL CHECK						0.00	767.67
105100	87748	06/15/20	151	COMED 010926	5/1-6/2/20	0.00	709.00
105100	87749	06/15/20	2810	CORE & MAIN, LP 063447	INVOICE #M410469 DATED	0.00	319.28
105100	87750	06/15/20	9719	CRYSTAL MAINTENANCE SVCS 010921	RESOLUTION NO. 19-R-00	0.00	3,099.08
105100	87750	06/15/20	9719	CRYSTAL MAINTENANCE SVCS 010921	RESOLUTION NO. 19-R-00	0.00	281.25
105100	87750	06/15/20	9719	CRYSTAL MAINTENANCE SVCS 063448	RESOLUTION NO. 19-R-00	0.00	1,739.16
TOTAL CHECK						0.00	5,119.49
105100	87751	06/15/20	12060	CURRENT TECHNOLOGIES COR 010503	REPLACE POWER SUPPLY @	0.00	571.06



PENTAMATION - FINANCIAL MANAGEMENT SYSTEM  
 DATE: 06/11/20  
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CITY OF WEST CHICAGO  
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 3  
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FUND - 40 - OPERATING FUND

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105100	87752	06/15/20	2609	DON MC CUE CHEVROLET	010925	323 PARTS	0.00	242.73
105100	87752	06/15/20	2609	DON MC CUE CHEVROLET	010925	323 SERVICE	0.00	67.50
TOTAL CHECK						0.00	310.23	
105100	87753	06/15/20	10714	DUPAGE CTY DIV OF TRANSP	083453	FABRICATE 9X30 STREET	0.00	758.35
105100	87753	06/15/20	10714	DUPAGE CTY DIV OF TRANSP	083453	FABRICATE 9X36 STREET	0.00	849.15
105100	87753	06/15/20	10714	DUPAGE CTY DIV OF TRANSP	083453	LABOR	0.00	593.52
105100	87753	06/15/20	10714	DUPAGE CTY DIV OF TRANSP	083453	FABRICATE 9X30 STREET	0.00	287.65
105100	87753	06/15/20	10714	DUPAGE CTY DIV OF TRANSP	083453	FABRICATE 9X36 STREET	0.00	754.80
105100	87753	06/15/20	10714	DUPAGE CTY DIV OF TRANSP	083453	LABOR	0.00	383.47
105100	87753	06/15/20	10714	DUPAGE CTY DIV OF TRANSP	083453	INVOICE #4524 DATED 05	0.00	320.11
TOTAL CHECK						0.00	3,947.05	
105100	87754	06/15/20	11433	DUPAGE TOPSOIL, INC.	053443	PULVERIZED TOPSOIL TO	0.00	105.00
105100	87754	06/15/20	11433	DUPAGE TOPSOIL, INC.	063447	PULVERIZED TOPSOIL TO	0.00	105.00
TOTAL CHECK						0.00	210.00	
105100	87755	06/15/20	3597	FEDEX CORPORATION	063448	DELIVERY FEES	0.00	25.28
105100	87755	06/15/20	3597	FEDEX CORPORATION	083453	DELIVERY FEES	0.00	25.28
TOTAL CHECK						0.00	50.56	
105100	87756	06/15/20	11756	FEECE OIL CO.	053443	INVOICE #1888543 DATED	0.00	421.85
105100	87757	06/15/20	15256	FIFTH THIRD BANK	010207	INV #2010195675 INTE	0.00	125.97
105100	87757	06/15/20	15256	FIFTH THIRD BANK	053443	INV #2010195675 INTE	0.00	125.97
105100	87757	06/15/20	15256	FIFTH THIRD BANK	063447	INV #2010195675 INTE	0.00	125.96
TOTAL CHECK						0.00	377.90	
105100	87758	06/15/20	4554	FLEET SAFETY SUPPLY	043439	INVOICE #74772 DATED 0	0.00	161.63
105100	87758	06/15/20	4554	FLEET SAFETY SUPPLY	010925	INVOICE #74818 DATED 0	0.00	98.55
105100	87758	06/15/20	4554	FLEET SAFETY SUPPLY	043439	INVOICE #74823 DATED 0	0.00	1,012.10
105100	87758	06/15/20	4554	FLEET SAFETY SUPPLY	043439	INVOICE #74824 DATED 0	0.00	1,010.65
105100	87758	06/15/20	4554	FLEET SAFETY SUPPLY	043439	INVOICE #74825 DATED 0	0.00	209.93
TOTAL CHECK						0.00	2,492.86	
105100	87759	06/15/20	3491	FLOLO CORPORATION	063448	INVOICE #099709 DATED	0.00	330.00
105100	87759	06/15/20	3491	FLOLO CORPORATION	053443	INVOICE #099713 DATED	0.00	330.00
TOTAL CHECK						0.00	660.00	
105100	87760	06/15/20	12103	FOX LABS INTERNATIONAL,	010613	INVOICE #00028135	0.00	914.00
105100	87761	06/15/20	14924	FULTON SIREN SERVICES	010614	INVOICE #1748	0.00	3,110.45
105100	87762	06/15/20	2013	GRAINGER	063448	1400 PLUMBING	0.00	45.82
105100	87762	06/15/20	2013	GRAINGER	010921	STOCK	0.00	137.32
105100	87762	06/15/20	2013	GRAINGER	083453	INVOICE #9535161534 DA	0.00	411.75
105100	87762	06/15/20	2013	GRAINGER	063448	INVOICE #9537042328 DA	0.00	4,158.00
105100	87762	06/15/20	2013	GRAINGER	010921	INV 9536120315 5/16/20	0.00	-280.00
TOTAL CHECK						0.00	4,472.89	
105100	87763	06/15/20	14556	GRANDVIEW CAPITAL	28	LOI REFUND FOR 111 CLA	0.00	1,500.00

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	DEPT-DIV	DESCRIPTION	SALES TAX	AMOUNT
105100	87764	06/15/20	1685 HACH COMPANY	063448	INVOICE #11972584 DATE	0.00	1,698.39
105100	87765	06/15/20	561 HAGGERTY FORD	010925	341 PARTS	0.00	143.14
105100	87765	06/15/20	561 HAGGERTY FORD	010925	381	0.00	28.58
105100	87765	06/15/20	561 HAGGERTY FORD	063447	641 PARTS	0.00	261.35
TOTAL CHECK						0.00	433.07
105100	87766	06/15/20	5861 HINCKLEY SPRING WATER CO	010110	BOTTLED WATER	0.00	155.68
105100	87767	06/15/20	14279 HUSKA, MATTHEW	28	LOI REFUND FOR 326 BAR	0.00	1,500.00
105100	87768	06/15/20	6898 I-PAC	010613	INVOICE FOR 2020- 2021	0.00	100.00
105100	87769	06/15/20	9376 ILLINI POWER PRODUCTS	010921	INVOICE #SWO026938-1 D	0.00	599.26
105100	87770	06/15/20	4836 ILLINOIS MUNICIPAL LEAGU	010501	INVOICE 254 POSITION A	0.00	35.00
105100	87771	06/15/20	15255 INSULGARD	010219	PROPOSAL #45192 DATED	0.00	425.00
105100	87772	06/15/20	665 KRAMER TREE SPECIALISTS	010922	18-R-0018 - CITYWIDE M	0.00	13,825.00
105100	87772	06/15/20	665 KRAMER TREE SPECIALISTS	010922	DISPOSAL OF LOGS FROM	0.00	50.00
TOTAL CHECK						0.00	13,875.00
105100	87773	06/15/20	2298 LANGUAGE LINE SERVICES,	010613	MAY 2020	0.00	132.77
105100	87774	06/15/20	10042 LEXISNEXIS RISK DATA MAN	010613	INVOICE #1088361-20200	0.00	381.25
105100	87775	06/15/20	14722 LUXON PRINTING, INC	063447	PRINTING COSTS FOR 201	0.00	1,837.00
105100	87776	06/15/20	14295 MACCARB, INC	010219	CREDIT NO 209270 4/6/2	0.00	-562.50
105100	87776	06/15/20	14295 MACCARB, INC	010219	INVOICE #210504 DATED	0.00	3,600.00
105100	87776	06/15/20	14295 MACCARB, INC	010219	INVOICE #209243 DATED	0.00	4,792.50
TOTAL CHECK						0.00	7,830.00
105100	87777	06/15/20	8248 MARQUARDT & BELMONTE P.C	010613	INVOICE #10602	0.00	445.50
105100	87777	06/15/20	8248 MARQUARDT & BELMONTE P.C	010613	INVOICE #10603	0.00	1,279.80
TOTAL CHECK						0.00	1,725.30
105100	87778	06/15/20	231 MC MASTER-CARR SUPPLY CO	010924	NOZZLE	0.00	251.38
105100	87779	06/15/20	5000 MEADE, INC	083453	INVOICE #692614 DATED	0.00	1,956.47
105100	87780	06/15/20	6601 MENARDS	010613	MAY 2020	0.00	18.89
105100	87780	06/15/20	6601 MENARDS	053443	MAY 2020	0.00	31.88
105100	87780	06/15/20	6601 MENARDS	010925	MAY 2020	0.00	73.60
105100	87780	06/15/20	6601 MENARDS	010924	MAY 2020	0.00	135.65
105100	87780	06/15/20	6601 MENARDS	010921	MAY 2020	0.00	539.22
105100	87780	06/15/20	6601 MENARDS	053443	MAY 2020	0.00	194.29
105100	87780	06/15/20	6601 MENARDS	063448	MAY 2020	0.00	92.67
105100	87780	06/15/20	6601 MENARDS	063448	MAY 2020	0.00	272.59
105100	87780	06/15/20	6601 MENARDS	063447	MAY 2020	0.00	35.84



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105100	87780	06/15/20	6601 MENARDS	063447	MAY 2020	0.00	149.89
TOTAL CHECK						0.00	1,544.52
105100	87781	06/15/20	10925 MISSISSIPPI LIME COMPANY	063448	RESOLUTION NO. 19-R-00	0.00	4,860.48
105100	87781	06/15/20	10925 MISSISSIPPI LIME COMPANY	063448	RESOLUTION NO. 19-R-00	0.00	5,024.40
105100	87781	06/15/20	10925 MISSISSIPPI LIME COMPANY	063448	RESOLUTION NO. 19-R-00	0.00	4,582.00
105100	87781	06/15/20	10925 MISSISSIPPI LIME COMPANY	063448	RESOLUTION NO. 19-R-00	0.00	4,955.28
105100	87781	06/15/20	10925 MISSISSIPPI LIME COMPANY	063448	RESOLUTION NO. 19-R-00	0.00	5,026.38
TOTAL CHECK						0.00	24,448.54
105100	87782	06/15/20	5750 MOTION INDUSTRIES INC	063448	INVOICE #IL32-790280 D	0.00	71.19
105100	87783	06/15/20	244 MURPHY ACE HARDWARE	2400 010921	MAY 2020	0.00	178.46
105100	87783	06/15/20	244 MURPHY ACE HARDWARE	2400 010924	MAY 2020	0.00	49.99
TOTAL CHECK						0.00	228.45
105100	87785	06/15/20	4735 NAPA AUTO PARTS	010925	INVOICE #4496-101179 D	0.00	422.80
105100	87785	06/15/20	4735 NAPA AUTO PARTS	010925	INVOICE #4496-101564 D	0.00	379.98
105100	87785	06/15/20	4735 NAPA AUTO PARTS	010925	365	0.00	108.91
105100	87785	06/15/20	4735 NAPA AUTO PARTS	010925	350	0.00	38.74
105100	87785	06/15/20	4735 NAPA AUTO PARTS	010925	350	0.00	67.90
105100	87785	06/15/20	4735 NAPA AUTO PARTS	010925	STOCK	0.00	277.44
105100	87785	06/15/20	4735 NAPA AUTO PARTS	010925	381	0.00	25.53
105100	87785	06/15/20	4735 NAPA AUTO PARTS	010925	571	0.00	53.37
105100	87785	06/15/20	4735 NAPA AUTO PARTS	010925	CREDIT MEMO	0.00	-530.97
105100	87785	06/15/20	4735 NAPA AUTO PARTS	010925	CREDIT MEMO	0.00	-72.00
105100	87785	06/15/20	4735 NAPA AUTO PARTS	010925	TOOLS	0.00	110.00
105100	87785	06/15/20	4735 NAPA AUTO PARTS	063447	651	0.00	133.18
105100	87785	06/15/20	4735 NAPA AUTO PARTS	010925	796	0.00	262.43
105100	87785	06/15/20	4735 NAPA AUTO PARTS	010925	796	0.00	55.14
105100	87785	06/15/20	4735 NAPA AUTO PARTS	053443	540	0.00	39.96
105100	87785	06/15/20	4735 NAPA AUTO PARTS	010925	STOCK	0.00	82.16
105100	87785	06/15/20	4735 NAPA AUTO PARTS	010925	TOOLS	0.00	110.00
105100	87785	06/15/20	4735 NAPA AUTO PARTS	010925	RESTOCK	0.00	38.60
105100	87785	06/15/20	4735 NAPA AUTO PARTS	010925	RESTOCK	0.00	42.48
105100	87785	06/15/20	4735 NAPA AUTO PARTS	010925	RESTOCK	0.00	35.46
105100	87785	06/15/20	4735 NAPA AUTO PARTS	010925	RESTOCK	0.00	53.08
105100	87785	06/15/20	4735 NAPA AUTO PARTS	010925	RESTOCK	0.00	123.72
TOTAL CHECK						0.00	1,857.91
105100	87786	06/15/20	250 NORTHERN ILLINOIS GAS	010921	5/3-6/3/20	0.00	158.84
105100	87786	06/15/20	250 NORTHERN ILLINOIS GAS	053443	5/3-6/3/20	0.00	38.91
105100	87786	06/15/20	250 NORTHERN ILLINOIS GAS	063447	5/5-6/4/2	0.00	42.15
105100	87786	06/15/20	250 NORTHERN ILLINOIS GAS	053443	5/2-6/2/20	0.00	40.54
105100	87786	06/15/20	250 NORTHERN ILLINOIS GAS	053443	5/2-5/31/20	0.00	37.94
105100	87786	06/15/20	250 NORTHERN ILLINOIS GAS	063448	5/4-6/3/20	0.00	225.74
TOTAL CHECK						0.00	544.12
105100	87787	06/15/20	15112 PACE SUBURBAN BUS	010207	FEBRUARY 2020 LOCAL SH	0.00	86.45
105100	87787	06/15/20	15112 PACE SUBURBAN BUS	010207	MARCH 2020 LOCAL SHARE	0.00	424.00
TOTAL CHECK						0.00	510.45

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CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	-----DEPT-DIV	-----DESCRIPTION-----	SALES TAX	AMOUNT
105100	87788	06/15/20	3739 PADDOCK PUBLICATIONS	011028	NOTICES OF PUBLIC HEAR	0.00	303.60
105100	87789	06/15/20	5353 PATRICK ENGINEERING, INC	010207	PROFESSIONAL SERVICES	0.00	675.00
105100	87790	06/15/20	3600 PF PETTIBONE & COMPANY	010613	INVOICE #178728	0.00	1,191.80
105100	87791	06/15/20	13590 PHALEN CONSULTING, INC	011030	JUNE 2020 OPERATING FE	0.00	3,675.00
105100	87791	06/15/20	13590 PHALEN CONSULTING, INC	093454	JUNE 2020 OPERATING FE	0.00	3,675.00
TOTAL CHECK						0.00	7,350.00
105100	87792	06/15/20	3714 POMP'S TIRE SERVICE, INC	010925	INVOICE #640081024 DAT	0.00	431.96
105100	87792	06/15/20	3714 POMP'S TIRE SERVICE, INC	063447	INVOICE #410770823 DAT	0.00	301.32
TOTAL CHECK						0.00	733.28
105100	87793	06/15/20	14829 RAPID TRANSPORT TOWING,	010613	INVOICE #2837	0.00	256.00
105100	87794	06/15/20	492 RAY O'HERRON, INC.	010613	INVOICE #2030392-IN	0.00	62.98
105100	87794	06/15/20	492 RAY O'HERRON, INC.	010613	INVOICE #2030723-IN	0.00	150.00
TOTAL CHECK						0.00	212.98
105100	87795	06/15/20	11970 REGIONAL TRUCK EQUIPMENT	043439	SPARE PLOWS	0.00	176.43
105100	87796	06/15/20	4774 SAFETY LANE INSPECTIONS,	063447	INVOICE #19630 DATED 0	0.00	148.00
105100	87797	06/15/20	12827 SIGN A RAMA	011028	CENSUS BANNERS; INV# I	0.00	1,190.00
105100	87798	06/15/20	14838 SJK OF WEST CHICAGO, INC	010613	MAY 2020	0.00	132.00
105100	87799	06/15/20	12709 SPRINT	053443	4/24-5/23/20	0.00	129.80
105100	87799	06/15/20	12709 SPRINT	063447	4/24-5/23/20	0.00	180.70
105100	87799	06/15/20	12709 SPRINT	063448	4/24-5/23/20	0.00	120.95
105100	87799	06/15/20	12709 SPRINT	010921	4/24-5/23/20	0.00	95.14
105100	87799	06/15/20	12709 SPRINT	010924	4/24-5/23/20	0.00	196.92
105100	87799	06/15/20	12709 SPRINT	010925	4/24-5/23/20	0.00	44.25
TOTAL CHECK						0.00	767.76
105100	87800	06/15/20	4095 STANDARD EQUIPMENT COMPA	053443	INVOICE #P21550 DATED	0.00	100.67
105100	87800	06/15/20	4095 STANDARD EQUIPMENT COMPA	053443	INVOICE #P21645 DATED	0.00	40.96
TOTAL CHECK						0.00	141.63
105100	87801	06/15/20	15263 STEFAN, NICOLETTE	011030	REIMBURSEMENT FOR PURC	0.00	75.00
105100	87802	06/15/20	1320 STEINER ELECTRIC	053443	ROPE	0.00	84.93
105100	87803	06/15/20	12919 STEVE PIPER & SONS, INC.	083453	RESOLUTION NO. 20-R-00	0.00	5,455.63
105100	87804	06/15/20	1762 SUBURBAN LABORATORIES, I	063447	INVOICE #176744 DATED	0.00	448.50
105100	87805	06/15/20	14154 SUBURBAN PROPANE	010924	INVOICE #7800-612165 D	0.00	368.80
105100	87805	06/15/20	14154 SUBURBAN PROPANE	010924	INVOICE #14204 DATED 0	0.00	102.64
TOTAL CHECK						0.00	471.44



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105100	87806	06/15/20	12102 THOMAS ENGINEERING GROUP	083453	RESOLUTION NO. 17-R-00	0.00	81,987.43
105100	87807	06/15/20	15072 TOSCAS LAW GROUP	010613	STATEMENT DATE: 06 01	0.00	150.00
105100	87808	06/15/20	3349 TRAFFIC CONTROL AND PROT	083453	SIGNAGE	0.00	185.85
105100	87808	06/15/20	3349 TRAFFIC CONTROL AND PROT	083453	SIGNAGE	0.00	175.20
105100	87808	06/15/20	3349 TRAFFIC CONTROL AND PROT	083453	ITEM #130R1-2 - 30" DG	0.00	694.00
105100	87808	06/15/20	3349 TRAFFIC CONTROL AND PROT	083453	ITEM #230W3-2A - 30" H	0.00	715.00
105100	87808	06/15/20	3349 TRAFFIC CONTROL AND PROT	083453	ITEM #230W2-6 - 30 X 3	0.00	603.75
105100	87808	06/15/20	3349 TRAFFIC CONTROL AND PROT	083453	ITEM #224W13-1 - 24" H	0.00	401.25
105100	87808	06/15/20	3349 TRAFFIC CONTROL AND PROT	083453	ITEM #130W11-15 - 30"	0.00	573.00
TOTAL CHECK						0.00	3,348.05
105100	87809	06/15/20	2027 TRANS UNION CORPORATION	010613	INVOICE #05000340	0.00	100.00
105100	87810	06/15/20	14663 TRANSCHICAGO TRUCK GROUP	053443	INVOICE #2262950 DATED	0.00	121.23
105100	87810	06/15/20	14663 TRANSCHICAGO TRUCK GROUP	053443	INVOICE #2264455 DATED	0.00	138.12
TOTAL CHECK						0.00	259.35
105100	87811	06/15/20	5254 TREDROC TIRE SERVICES	053443	INVOICE #7420035875 DA	0.00	44.90
105100	87812	06/15/20	286 TS SPECIALTIES, INC.	010925	WORK ORDER #19226 DATE	0.00	450.50
105100	87812	06/15/20	286 TS SPECIALTIES, INC.	010925	WORK ORDER #19133 DATE	0.00	147.55
TOTAL CHECK						0.00	598.05
105100	87813	06/15/20	4089 TYLER MEDICAL SERVICES	010501	INVOICE 417675 PWS PD	0.00	145.00
105100	87814	06/15/20	4322 US POSTMASTER	063447	POSTAGE FOR 2019 CCR	0.00	2,312.50
105100	87814	06/15/20	4322 US POSTMASTER	010208	PERMIT FEE	0.00	120.00
105100	87814	06/15/20	4322 US POSTMASTER	063447	PERMIT FEE	0.00	120.00
TOTAL CHECK						0.00	2,552.50
105100	87815	06/15/20	4406 U.S.A. BLUEBOOK	053443	LIQUID HAND SANITIZER	0.00	145.09
105100	87815	06/15/20	4406 U.S.A. BLUEBOOK	053443	MANHOLE COVER	0.00	24.90
TOTAL CHECK						0.00	169.99
105100	87816	06/15/20	4207 VERIZON WIRELESS	010210	5/24-6/23/20	0.00	46.87
105100	87816	06/15/20	4207 VERIZON WIRELESS	010613	5/24-6/23/20	0.00	1,271.78
105100	87816	06/15/20	4207 VERIZON WIRELESS	010501	5/24-6/23/20	0.00	46.87
105100	87816	06/15/20	4207 VERIZON WIRELESS	010510	5/24-6/23/20	0.00	46.87
105100	87816	06/15/20	4207 VERIZON WIRELESS	011029	5/24-6/23/20	0.00	86.50
105100	87816	06/15/20	4207 VERIZON WIRELESS	010208	5/24-6/23/20	0.00	46.87
TOTAL CHECK						0.00	1,545.76
105100	87817	06/15/20	6793 W.A. MANAGEMENT, INC.	011029	LOT CUTTING FOR 320 N	0.00	73.00
105100	87817	06/15/20	6793 W.A. MANAGEMENT, INC.	011029	LOT CUTTING AT 459 W S	0.00	73.00
105100	87817	06/15/20	6793 W.A. MANAGEMENT, INC.	011029	LOT CUTTING AT 139 W S	0.00	73.00
105100	87817	06/15/20	6793 W.A. MANAGEMENT, INC.	011029	LOT CUTTING AT 455 W S	0.00	73.00
TOTAL CHECK						0.00	292.00
105100	87818	06/15/20	3273 WASTE MANAGEMENT	010207	TURNER JUNCTION WASTE	0.00	448.37

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CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	-----DEPT-DIV	-----DESCRIPTION-----	SALES TAX	AMOUNT	
105100	87819	06/15/20	13109	WATER RESOURCES, INC	063447	INVOICE #34036 DATED 0	0.00	1,685.00
105100	87821	06/15/20	1680	WEST CHICAGO FIRE PROTEC	01	LAND CASH RECEIVED	0.00	23,690.66
105100	87822	06/15/20	3519	WEST CHICAGO LIBRARY DIS	0100	20.8% OF PPRT RECEIVED	0.00	23,214.17
105100	87823	06/15/20	546	WEST SIDE TRACTOR SALES	053443	INVOICE #N92462 DATED	0.00	266.14
105100	V87820	06/15/20	15061	WCWWA	053443	INVOICE # 052020 WC	0.00	217,628.67
TOTAL CASH ACCOUNT						0.00	599,077.59	
TOTAL FUND						0.00	599,077.59	
TOTAL REPORT						0.00	599,077.59	

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FUND - 01 - GENERAL FUND

DEPT-DIV	ACCOUNT	-----TITLE-----	-----VENDOR-----	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
01	226500	MISCELLANEOUS LI	1680	WEST CHICAGO FIRE PRO	00094088-01	JAN-JUNE 20 G392	0.00	23690.66
01	226900	SUSPENSE	12268	CALL ONE		1210244-1125G392	0.00	56666.96
TOTAL GENERAL FUND							0.00	80357.62
0100	311000	PERS PROP REPL T	3519	WEST CHICAGO LIBRARY	00094066-01	JUNE 2020 G392	0.00	23214.17
TOTAL GENERAL FUND REVENUES							0.00	23214.17
010110	4012	CORP COUNSEL-SAL	7994	BOND, DICKSON & ASSOC	00094036-01	MAY 2020 G392	0.00	250.00
010110	4100	LEGAL FEES	7994	BOND, DICKSON & ASSOC	00094036-01	MAY 2020 G392	0.00	8142.70
010110	4650	MISCELLANEOUS CO	5861	HINCKLEY SPRING WATER	00094034-01	2575377 0521G392	0.00	155.68
TOTAL CITY COUNCIL-OPERATIONS							0.00	8548.38
010207	4225	OTHER CONTRACTUA	15137	APTIM ENVIRONMENTAL&	00094032-01	490727 G392	0.00	1380.00
010207	4225	OTHER CONTRACTUA	3273	WASTE MANAGEMENT	00094054-01	4005902-2011G392	0.00	448.37
010207	4225	OTHER CONTRACTUA	5353	PATRICK ENGINEERING,	00094065-01	21653.008 G392	0.00	675.00
010207	4234	PARATRANSIT SERV	15112	PACE SUBURBAN BUS	00094050-01	575191 G392	0.00	86.45
010207	4234	PARATRANSIT SERV	15112	PACE SUBURBAN BUS	00094050-02	575214 G392	0.00	424.00
010207	4719	LOC INTEREST	15256	FIFTH THIRD BANK	00094089-01	2010195675 G392	0.00	125.97
TOTAL CITY ADMIN-SPECIAL PROJ							0.00	3139.79
010208	4202	TELEPHONE & ALAR	4207	VERIZON WIRELESS		585742141-00G392	0.00	46.87
010208	4225	OTHER CONTRACTUA	4322	US POSTMASTER	00094087-02	POSTAGE G392	0.00	120.00
TOTAL CITY ADMIN-MARKET/COMM							0.00	166.87
010210	4202	TELEPHONE & ALAR	4207	VERIZON WIRELESS		585742141-00G392	0.00	46.87
TOTAL CITY ADMIN-ADMIN							0.00	46.87
010219	4600	COMPUTER/OFFICE	4354	A & G GLASS, INC	00093980-02	645742 G392	0.00	232.42
010219	4626	CHEMICALS	14295	MACCARB, INC	00094020-01	209243 G392	0.00	4792.50
010219	4626	CHEMICALS	14295	MACCARB, INC	00094020-02	210504 G392	0.00	3600.00
010219	4626	CHEMICALS	14295	MACCARB, INC	00094020-03	209270 G392	0.00	-562.50
010219	4806	OTHER CAPITAL OU	15255	INSULGARD	00093867-01	3694894 G392	0.00	425.00
TOTAL CITY ADMIN - COVID19							0.00	8487.42
010501	4108	EMPLOYMENT EXAMS	4089	TYLER MEDICAL SERVICE	00094010-01	417675 G392	0.00	145.00
010501	4110	TRAINING & TUITI	13673	AMERICAN RED CROSS -	00092892-01	29004569 G392	0.00	2072.25
010501	4202	TELEPHONE & ALAR	4207	VERIZON WIRELESS		585742141-00G392	0.00	46.87
010501	4212	ADVERTISING	4836	ILLINOIS MUNICIPAL LE	00094012-01	254 G392	0.00	35.00
010501	4680	SPECIAL EVENTS	13673	AMERICAN RED CROSS -	00092892-02	29004569 G392	0.00	998.20
TOTAL ADMIN SERVICES-HR							0.00	3297.32

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FUND - 01 - GENERAL FUND

DEPT-DIV	ACCOUNT	TITLE	VENDOR	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT	
010503	4105	CONSULTANTS	14400	7 LAYER SOLUTIONS, IN	00094090-01	4798	G392	0.00	885.00
010503	4109	NETWORK CHARGES	13257	COMCAST CABLE		877120038038G392		0.00	298.40
010503	4225	OTHER CONTRACTUA	12060	CURRENT TECHNOLOGIES	00094092-01	723817	G392	0.00	571.06
010503	4600	COMPUTER/OFFICE	14400	7 LAYER SOLUTIONS, IN	00094091-01	4800	G392	0.00	148.74
TOTAL ADMIN SERVICES-IT							0.00	1903.20	
010510	4202	TELEPHONE & ALAR	4207	VERIZON WIRELESS		585742141-00G392		0.00	46.87
TOTAL ADMIN SERVICES-ADMIN							0.00	46.87	
010613	4100	LEGAL FEES	15072	TOSCAS LAW GROUP	00094011-01	MAY 2020	G392	0.00	150.00
010613	4100	LEGAL FEES	8248	MARQUARDT & BELMONTE	00094072-01	10602	G392	0.00	445.50
010613	4100	LEGAL FEES	8248	MARQUARDT & BELMONTE	00094072-02	10603	G392	0.00	1279.80
010613	4112	MEMBERSHIPS/DUES	6898	I-PAC	00094073-01	2020-2021	G392	0.00	100.00
010613	4202	TELEPHONE & ALAR	2298	LANGUAGE LINE SERVICE		10038907	G392	0.00	132.77
010613	4202	TELEPHONE & ALAR	4207	VERIZON WIRELESS		585742141-00G392		0.00	1271.78
010613	4211	PRINTING & BINDI	3600	PF PETTIBONE & COMPAN	00094074-01	178728	G392	0.00	1191.80
010613	4216	GROUND MAINTENA	12131	CLASSIC LANDSCAPE, LT	00094017-01	136167	G392	0.00	250.00
010613	4225	OTHER CONTRACTUA	10042	LEXISNEXIS RISK DATA	00094014-01	1088361-2020G392		0.00	381.25
010613	4225	OTHER CONTRACTUA	2027	TRANS UNION CORPORATI	00094070-01	05000340	G392	0.00	100.00
010613	4502	COPIER FEES	14784	BRADEN BUSINESS SYSTE	00094069-01	643250	G392	0.00	45.00
010613	4600	COMPUTER/OFFICE	12617	ACCURATE OFFICE SUPPL	00094071-01	513307	G392	0.00	334.89
010613	4601	FIELD EQUIPMENT	15257	ACCESS TOOLS	00093918-01	452754	G392	0.00	156.95
010613	4615	UNIFORMS/SAFETY	492	RAY O'HERRON, INC.	00094015-01	2030392-IN	G392	0.00	62.98
010613	4615	UNIFORMS/SAFETY	492	RAY O'HERRON, INC.	00094067-01	2030723-IN	G392	0.00	150.00
010613	4618	AMMUNITION/FIREA	12103	FOX LABS INTERNATIONAL	00094016-01	00028135	G392	0.00	914.00
010613	4650	MISCELLANEOUS CO	14829	RAPID TRANSPORT TOWIN	00094068-01	2837	G392	0.00	256.00
010613	4650	MISCELLANEOUS CO	14838	SJK OF WEST CHICAGO,		029	G392	0.00	132.00
010613	4650	MISCELLANEOUS CO	6601	MENARDS		MAY 2020	G392	0.00	18.89
TOTAL POLICE-OPERATIONS							0.00	7373.61	
010614	4225	OTHER CONTRACTUA	14924	FULTON SIREN SERVICES	00094013-01	1748	G392	0.00	3110.45
TOTAL POLICE-ESDA							0.00	3110.45	
010910	4100	LEGAL FEES	12712	BARNES & THORNBURG, L	00094035-01	2353100	G392	0.00	1638.50
TOTAL PUBLIC WORKS-ADMIN							0.00	1638.50	
010921	4202	TELEPHONE & ALAR	12709	SPRINT		539996026	G392	0.00	95.14
010921	4203	HEATING GAS	250	NORTHERN ILLINOIS GAS		04739367748	G392	0.00	158.84
010921	4216	GROUND MAINTENA	12131	CLASSIC LANDSCAPE, LT	00094017-01	136167	G392	0.00	140.00
010921	4219	CONTRACT JANITOR	9719	CRYSTAL MAINTENANCE S	00093224-01	26697	G392	0.00	3099.08
010921	4225	OTHER CONTRACTUA	12380	CINTAS CORPORATION	00093082-02	450950669	G392	0.00	13.43
010921	4225	OTHER CONTRACTUA	12380	CINTAS CORPORATION	00093082-03	4050950659	G392	0.00	11.81
010921	4225	OTHER CONTRACTUA	12380	CINTAS CORPORATION	00093082-04	4050950631	G392	0.00	17.80
010921	4225	OTHER CONTRACTUA	12380	CINTAS CORPORATION	00093082-05	4050950641	G392	0.00	9.48



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010921	4225	OTHER CONTRACTUA	15029	CHARLES EQUIPMENT ENE	00094062-01	9131	G392	0.00
010921	4225	OTHER CONTRACTUA	9376	ILLINI POWER PRODUCTS	00094064-01	SW0026938-1	G392	0.00
010921	4225	OTHER CONTRACTUA	9719	CRYSTAL MAINTENANCE S	00093224-01	26697	G392	0.00
010921	4650	MISCELLANEOUS CO	13021	CASE LOTS, INC	00094030-01	5302	G392	0.00
010921	4650	MISCELLANEOUS CO	2013	GRAINGER		9526740973	G392	0.00
010921	4650	MISCELLANEOUS CO	2013	GRAINGER	00094044-03	9536120315	G392	0.00
010921	4650	MISCELLANEOUS CO	244	MURPHY ACE HARDWARE 2		MAY 2020	G392	0.00
010921	4650	MISCELLANEOUS CO	6601	MENARDS		MAY 2020	G392	0.00
TOTAL PUBLIC WORKS-MUN PROP							0.00	6040.89
010922	4214	BRUSH PICKUP	665	KRAMER TREE SPECIALIS	00093996-01	92943	G392	0.00
010922	4225	OTHER CONTRACTUA	665	KRAMER TREE SPECIALIS	00093223-01	92362	G392	0.00
TOTAL PUBLIC WORKS-FORESTRY							0.00	13875.00
010923	4209	INTERMENT	1843	CEMETERY MANAGEMENT,	00093231-01	00-18291	G392	0.00
010923	4216	GROUND MAINTENA	1843	CEMETERY MANAGEMENT,	00093231-01	00-18280	G392	0.00
TOTAL PUBLIC WORKS-CEMETERIES							0.00	2075.00
010924	4202	TELEPHONE & ALAR	12709	SPRINT		539996026	G392	0.00
010924	4650	MISCELLANEOUS CO	14154	SUBURBAN PROPANE	00094043-01	7800-612165	G392	0.00
010924	4650	MISCELLANEOUS CO	14154	SUBURBAN PROPANE	00094085-01	14204	G392	0.00
010924	4650	MISCELLANEOUS CO	231	MC MASTER-CARR SUPPLY		40195703	G392	0.00
010924	4650	MISCELLANEOUS CO	244	MURPHY ACE HARDWARE 2		MAY 2020	G392	0.00
010924	4650	MISCELLANEOUS CO	6601	MENARDS		MAY 2020	G392	0.00
TOTAL PUBLIC WORKS-R & B							0.00	1105.38
010925	4202	TELEPHONE & ALAR	12709	SPRINT		539996026	G392	0.00
010925	4202	TELEPHONE & ALAR	13257	COMCAST CABLE		877120038024	G392	0.00
010925	4400	VEHICLE REPAIR	2609	DON MC CUE CHEVROLET		CVCS519192	G392	0.00
010925	4400	VEHICLE REPAIR	286	TS SPECIALTIES, INC.	00094027-01	19133	G392	0.00
010925	4400	VEHICLE REPAIR	286	TS SPECIALTIES, INC.	00094040-01	19226	G392	0.00
010925	4603	PARTS FOR VEHICL	2609	DON MC CUE CHEVROLET		423566CVW	G392	0.00
010925	4603	PARTS FOR VEHICL	3714	POMP'S TIRE SERVICE,	00094041-01	640081024	G392	0.00
010925	4603	PARTS FOR VEHICL	4554	FLEET SAFETY SUPPLY	00094021-01	74818	G392	0.00
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-101401	G392	0.00
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-101555	G392	0.00
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-102034	G392	0.00
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-102212	G392	0.00
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-102182	G392	0.00
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-102202	G392	0.00
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-102313	G392	0.00
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-102513	G392	0.00
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-099972	G392	0.00
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-100224	G392	0.00
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-100221	G392	0.00

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010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS	4496-100460	G392	0.00	277.44
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS	4496-100900	G392	0.00	25.53
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS	4496-101042	G392	0.00	53.37
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS	4496-101209	G392	0.00	-530.97
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS	4496-101207	G392	0.00	-72.00
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS	00094038-01 4496-101179	G392	0.00	422.80
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS	00094038-02 4496-101564	G392	0.00	379.98
010925	4603	PARTS FOR VEHICL	5384	AIRGAS USA, LLC	00094086-01 9971011525	G392	0.00	122.79
010925	4603	PARTS FOR VEHICL	561	HAGGERTY FORD	3185	G392	0.00	143.14
010925	4603	PARTS FOR VEHICL	561	HAGGERTY FORD	3217	G392	0.00	28.58
010925	4603	PARTS FOR VEHICL	6601	MENARDS	MAY 2020	G392	0.00	73.60
010925	4604	TOOLS & EQUIPMEN	4735	NAPA AUTO PARTS	4496-101248	G392	0.00	110.00
010925	4604	TOOLS & EQUIPMEN	4735	NAPA AUTO PARTS	4496-102159	G392	0.00	110.00
TOTAL PUBLIC WORKS-MAINT GAR							0.00	3746.84
010926	4204	ELECTRIC	151	COMED	0187077032	G392	0.00	709.00
TOTAL MOTOR FUEL TAX							0.00	709.00
011028	4200	LEGAL NOTICES	3739	PADDOCK PUBLICATIONS	00094051-01 148392	G392	0.00	303.60
011028	4225	OTHER CONTRACTUA	12827	SIGN A RAMA	00094053-01 INV-1109	G392	0.00	1190.00
TOTAL COM DEV-PLANNING							0.00	1493.60
011029	4100	LEGAL FEES	7994	BOND, DICKSON & ASSOC	00094036-01 MAY 2020	G392	0.00	120.00
011029	4113	ENFORCEMENT & IN	1800	B & F CONSTRUCTION CO	00094049-01 53814	G392	0.00	14375.00
011029	4120	PLAN REVIEW	1800	B & F CONSTRUCTION CO	00094048-01 53757	G392	0.00	450.00
011029	4120	PLAN REVIEW	1800	B & F CONSTRUCTION CO	00094048-02 53762	G392	0.00	982.43
011029	4120	PLAN REVIEW	1800	B & F CONSTRUCTION CO	00094048-03 53778	G392	0.00	1017.75
011029	4202	TELEPHONE & ALAR	4207	VERIZON WIRELESS	585742141-00G392	G392	0.00	86.50
011029	4205	WEED CUTTING	6793	W.A. MANAGEMENT, INC.	00094055-01 21256	G392	0.00	73.00
011029	4205	WEED CUTTING	6793	W.A. MANAGEMENT, INC.	00094055-02 21250	G392	0.00	73.00
011029	4205	WEED CUTTING	6793	W.A. MANAGEMENT, INC.	00094055-03 21248	G392	0.00	73.00
011029	4205	WEED CUTTING	6793	W.A. MANAGEMENT, INC.	00094055-04 21249	G392	0.00	73.00
TOTAL COM DEV-BUILDING & CODE							0.00	17323.68
011030	4225	OTHER CONTRACTUA	13590	PHALEN CONSULTING, IN	00094052-01 88	G392	0.00	3675.00
011030	4680	SPECIAL EVENTS	15263	STEFAN, NICOLETTE	00094047-01 SPRING HAS	SG392	0.00	75.00
TOTAL COM DEV-MUSEUM							0.00	3750.00
TOTAL FUND							0.00	191450.46

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FUND - 04 - CAPITAL EQUIP. REPLACE

DEPT-DIV	ACCOUNT	-----TITLE-----	-----VENDOR-----	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
043439	4804	VEHICLES	11970	REGIONAL TRUCK EQUIPM	221884	G392	0.00	176.43
043439	4804	VEHICLES	4554	FLEET SAFETY SUPPLY	00094019-01 74772	G392	0.00	161.63
043439	4804	VEHICLES	4554	FLEET SAFETY SUPPLY	00094021-02 74823	G392	0.00	1012.10
043439	4804	VEHICLES	4554	FLEET SAFETY SUPPLY	00094021-03 74824	G392	0.00	1010.65
043439	4804	VEHICLES	4554	FLEET SAFETY SUPPLY	00094021-04 74825	G392	0.00	209.93
TOTAL CAPITAL EQUIPMENT REPLACE							0.00	2570.74
TOTAL FUND							0.00	2570.74

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FUND - 05 - SEWER FUND

DEPT-DIV	ACCOUNT	-----TITLE-----	-----VENDOR-----	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
05	224601	UNADJUSTED CREDI	15262 BAIG, MIRZA	00094031-01	2857 OVERBECG392		0.00	834.02
TOTAL SEWER FUND							0.00	834.02
053443	4105	CONSULTANTS	14400	7 LAYER SOLUTIONS, IN	00094090-01	4798 G392	0.00	442.50
053443	4202	TELEPHONE & ALAR	12709	SPRINT		539996026 G392	0.00	129.80
053443	4203	HEATING GAS	250	NORTHERN ILLINOIS GAS		39388900001 G392	0.00	40.54
053443	4203	HEATING GAS	250	NORTHERN ILLINOIS GAS		75591010006 G392	0.00	37.94
053443	4203	HEATING GAS	250	NORTHERN ILLINOIS GAS		30453010008 G392	0.00	38.91
053443	4216	GROUNDS MAINTENA	12131	CLASSIC LANDSCAPE, LT	00094017-01	136167 G392	0.00	220.00
053443	4216	GROUNDS MAINTENA	12131	CLASSIC LANDSCAPE, LT	00094017-01	136148 G392	0.00	30.00
053443	4235	WASTEWATER TREAT	15061	WCWWA	00094033-01	052020WC G392	0.00	217628.67
053443	4400	VEHICLE REPAIR	5254	TREDROC TIRE SERVICES	00094025-01	7420035875 G392	0.00	44.90
053443	4402	LIFT STATION REP	3491	FLOLO CORPORATION	00094079-02	099713 G392	0.00	330.00
053443	4603	PARTS FOR VEHICL	11756	FEECE OIL CO.	00094042-01	1888543 G392	0.00	421.85
053443	4603	PARTS FOR VEHICL	14663	TRANSCHICAGO TRUCK GR	00094029-01	2262950 G392	0.00	121.23
053443	4603	PARTS FOR VEHICL	14663	TRANSCHICAGO TRUCK GR	00094029-02	2264455 G392	0.00	138.12
053443	4603	PARTS FOR VEHICL	3829	ATLAS BOBCAT, INC.	00094023-01	BT0653 G392	0.00	218.74
053443	4603	PARTS FOR VEHICL	4095	STANDARD EQUIPMENT CO	00094024-01	P21550 G392	0.00	100.67
053443	4603	PARTS FOR VEHICL	4095	STANDARD EQUIPMENT CO	00094028-01	P21645 G392	0.00	40.96
053443	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-102115 G392	0.00	39.96
053443	4603	PARTS FOR VEHICL	546	WEST SIDE TRACTOR SAL	00094026-01	N92452 G392	0.00	266.14
053443	4630	PARTS-LIFT STATI	1320	STEINER ELECTRIC		S006648055.0G392	0.00	84.93
053443	4630	PARTS-LIFT STATI	6601	MENARDS		MAY 2020 G392	0.00	31.88
053443	4650	MISCELLANEOUS CO	11433	DUPAGE TOPSOIL, INC.	00093839-01	049973 G392	0.00	105.00
053443	4650	MISCELLANEOUS CO	4406	U.S.A. BLUEBOOK		231503 G392	0.00	145.09
053443	4650	MISCELLANEOUS CO	4406	U.S.A. BLUEBOOK		231910 G392	0.00	24.90
053443	4650	MISCELLANEOUS CO	6601	MENARDS		MAY 2020 G392	0.00	194.29
053443	4719	LOC INTEREST	15256	FIFTH THIRD BANK	00094089-01	2010195675 G392	0.00	125.97
TOTAL SEWER-SANITARY COLLECTION							0.00	221002.99
TOTAL FUND							0.00	221837.01



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FUND - 06 - WATER FUND

DEPT-DIV	ACCOUNT	-----TITLE-----	-----VENDOR-----	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
063447	4100	LEGAL FEES	7994	BOND, DICKSON & ASSOC	00094036-01	MAY 2020	G392	0.00
063447	4105	CONSULTANTS	14400	7 LAYER SOLUTIONS, IN	00094090-01	4798	G392	0.00
063447	4202	TELEPHONE & ALAR	12709	SPRINT		539996026	G392	0.00
063447	4203	HEATING GAS	250	NORTHERN ILLINOIS GAS		14656900009	G392	0.00
063447	4207	LAB SERVICES	1762	SUBURBAN LABORATORIES	00094061-01	176744	G392	0.00
063447	4211	PRINTING & BINDI	14722	LUXON PRINTING, INC	00094078-01	2019 CCR	G392	0.00
063447	4216	GROUND MAINTENA	12131	CLASSIC LANDSCAPE, LT	00094017-01	136148	G392	0.00
063447	4216	GROUND MAINTENA	12131	CLASSIC LANDSCAPE, LT	00094017-01	136167	G392	0.00
063447	4400	VEHICLE REPAIR	4774	SAFETY LANE INSPECTIO	00094022-01	19630	G392	0.00
063447	4418	DISTRIB SYSTEM R	5205	ASSOCIATED TECHNICAL	00094075-01	32614	G392	0.00
063447	4418	DISTRIB SYSTEM R	5205	ASSOCIATED TECHNICAL	00094077-01	32606	G392	0.00
063447	4420	PUMP STATION REP	14897	ADVANCED AUTOMATION &	00094082-01	20-3379	G392	0.00
063447	4603	PARTS FOR VEHICL	3714	POMP'S TIRE SERVICE,	00094041-02	410770823	G392	0.00
063447	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-101350	G392	0.00
063447	4603	PARTS FOR VEHICL	561	HAGGERTY FORD		3285	G392	0.00
063447	4613	POSTAGE	4322	US POSTMASTER	00094087-01	POSTAGE	G392	0.00
063447	4613	POSTAGE	4322	US POSTMASTER	00094087-02	POSTAGE	G392	0.00
063447	4621	PARTS & EQUIPMEN	2810	CORE & MAIN, LP	00094080-01	M410469	G392	0.00
063447	4621	PARTS & EQUIPMEN	6601	MENARDS		MAY 2020	G392	0.00
063447	4641	WATER METERS/PAR	13109	WATER RESOURCES, INC	00094037-01	34036	G392	0.00
063447	4650	MISCELLANEOUS CO	11433	DUPAGE TOPSOIL, INC.	00093839-01	049973	G392	0.00
063447	4650	MISCELLANEOUS CO	6601	MENARDS		MAY 2020	G392	0.00
063447	4719	LOC INTEREST	15256	FIFTH THIRD BANK	00094089-01	2010195675	G392	0.00

TOTAL WATER-PRODUCTION/DIST 0.00 27877.91

063448	4202	TELEPHONE & ALAR	12709	SPRINT		539996026	G392	0.00
063448	4203	HEATING GAS	250	NORTHERN ILLINOIS GAS		92163563122	G392	0.00
063448	4216	GROUND MAINTENA	12131	CLASSIC LANDSCAPE, LT	00094017-01	136167	G392	0.00
063448	4216	GROUND MAINTENA	12131	CLASSIC LANDSCAPE, LT	00094017-01	136148	G392	0.00
063448	4219	CONTRACT JANITOR	9719	CRYSTAL MAINTENANCE S	00093224-01	26697	G392	0.00
063448	4225	OTHER CONTRACTUA	11546	ALL TYPES ELEVATORS,	00094076-01	9856768	G392	0.00
063448	4225	OTHER CONTRACTUA	12380	CINTAS CORPORATION	00093082-01	4050950676	G392	0.00
063448	4225	OTHER CONTRACTUA	13257	COMCAST CABLE		877120038036	G392	0.00
063448	4430	WTP OPERATIONS R	3491	FLOLO CORPORATION	00094079-01	099709	G392	0.00
063448	4624	PARTS-BUILDING R	2013	GRAINGER		9538117954	G392	0.00
063448	4624	PARTS-BUILDING R	2013	GRAINGER	00094044-02	9537042328	G392	0.00
063448	4624	PARTS-BUILDING R	6601	MENARDS		MAY 2020	G392	0.00
063448	4625	LAB SUPPLIES	1685	HACH COMPANY	00094083-01	11972584	G392	0.00
063448	4626	CHEMICALS	10925	MISSISSIPPI LIME COMP	00093076-01	1491234	G392	0.00
063448	4626	CHEMICALS	10925	MISSISSIPPI LIME COMP	00093076-01	1490744	G392	0.00
063448	4626	CHEMICALS	10925	MISSISSIPPI LIME COMP	00093076-01	1489995	G392	0.00
063448	4626	CHEMICALS	10925	MISSISSIPPI LIME COMP	00093076-01	1491982	G392	0.00
063448	4626	CHEMICALS	10925	MISSISSIPPI LIME COMP	00093076-01	1492743	G392	0.00
063448	4626	CHEMICALS	1914	ALEXANDER CHEMICAL CO	00093079-01	24603	G392	0.00
063448	4642	PARTS - WTP OPER	5750	MOTION INDUSTRIES INC	00094058-01	IL32-790280	G392	0.00
063448	4650	MISCELLANEOUS CO	6601	MENARDS		MAY 2020	G392	0.00
063448	4806	OTHER CAPITAL OU	3597	FEDEX CORPORATION		7-004-11341	G392	0.00

PENTAMATION - FINANCIAL MANAGEMENT SYSTEM  
DATE: 06/11/20  
TIME: 14:04:15

CITY OF WEST CHICAGO  
CASH REQUIREMENTS BILL LIST

PAGE NUMBER: 8  
ACCTPAY1  
ACCOUNTING PERIOD: 6/20

SELECTION CRITERIA: payable.due\_date='20200615 00:00:00.000'  
PAYMENT TYPE: ALL

FUND - 06 - WATER FUND

DEPT-DIV	ACCOUNT	-----TITLE-----	-----VENDOR-----	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
TOTAL WATER-TREATMENT PLANT OP							0.00	37794.73
TOTAL FUND							0.00	65672.64

PENTAMATION - FINANCIAL MANAGEMENT SYSTEM  
 DATE: 06/11/20  
 TIME: 14:04:15

CITY OF WEST CHICAGO  
 CASH REQUIREMENTS BILL LIST

PAGE NUMBER: 9  
 ACCTPAY1  
 ACCOUNTING PERIOD: 6/20

SELECTION CRITERIA: payable.due\_date='20200615 00:00:00.000'  
 PAYMENT TYPE: ALL

FUND - 08 - CAPITAL PROJECTS FUND

DEPT-DIV	ACCOUNT	-----TITLE-----	-----VENDOR-----	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
083453	4100	LEGAL FEES	7994	BOND, DICKSON & ASSOC	00094036-01 MAY 2020	G392	0.00	60.00
083453	4225	OTHER CONTRACTUA	12102	THOMAS ENGINEERING GR	00093081-01 20-145	G392	0.00	81987.43
083453	4227	STREET LIGHT MAI	5000	MEADE, INC	00094039-01 692614	G392	0.00	1956.47
083453	4642	PARTS - WTP OPER	2013	GRAINGER	00094044-01 9535161534	G392	0.00	411.75
083453	4672	BIT PATCH-HOT	12722	ALLIED ASPHALT PAVING	00093754-01 228151	G392	0.00	370.47
083453	4672	BIT PATCH-HOT	12722	ALLIED ASPHALT PAVING	00093754-01 620.41	G392	0.00	620.41
083453	4672	BIT PATCH-HOT	12722	ALLIED ASPHALT PAVING	00093754-01 228152	G392	0.00	259.70
083453	4807	STREET IMPROVEME	3597	FEDEX CORPORATION	7-004-11341	G392	0.00	25.28
083453	4817	SALT STORAGE FAC	8746	CHRISTOPHER B BURKE E	00093168-01 158840	G392	0.00	859.50
083453	4870	FORESTRY - REMOV	12919	STEVE PIPER & SONS, I	00093659-01 15043	G392	0.00	5455.63
083453	4871	ROW MAINTENANCE	12131	CLASSIC LANDSCAPE, LT	00094017-01 136148	G392	0.00	1250.00
083453	4871	ROW MAINTENANCE	12131	CLASSIC LANDSCAPE, LT	00094017-01 136167	G392	0.00	6615.00
083453	4872	ROW MATERIALS	10714	DUPAGE CTY DIV OF TRA	00093648-01 4523	G392	0.00	758.35
083453	4872	ROW MATERIALS	10714	DUPAGE CTY DIV OF TRA	00093648-02 4523	G392	0.00	849.15
083453	4872	ROW MATERIALS	10714	DUPAGE CTY DIV OF TRA	00093648-03 4523	G392	0.00	593.52
083453	4872	ROW MATERIALS	10714	DUPAGE CTY DIV OF TRA	00093896-01 4498	G392	0.00	287.65
083453	4872	ROW MATERIALS	10714	DUPAGE CTY DIV OF TRA	00093896-02 4498	G392	0.00	754.80
083453	4872	ROW MATERIALS	10714	DUPAGE CTY DIV OF TRA	00093896-03 4498	G392	0.00	383.47
083453	4872	ROW MATERIALS	10714	DUPAGE CTY DIV OF TRA	00094063-01 4524	G392	0.00	320.11
083453	4872	ROW MATERIALS	3349	TRAFFIC CONTROL AND P	103928	G392	0.00	185.85
083453	4872	ROW MATERIALS	3349	TRAFFIC CONTROL AND P	103996	G392	0.00	175.20
083453	4872	ROW MATERIALS	3349	TRAFFIC CONTROL AND P	00093442-01 103699	G392	0.00	694.00
083453	4872	ROW MATERIALS	3349	TRAFFIC CONTROL AND P	00093442-02 103699	G392	0.00	715.00
083453	4872	ROW MATERIALS	3349	TRAFFIC CONTROL AND P	00093442-03 103699	G392	0.00	603.75
083453	4872	ROW MATERIALS	3349	TRAFFIC CONTROL AND P	00093442-04 103699	G392	0.00	401.25
083453	4872	ROW MATERIALS	3349	TRAFFIC CONTROL AND P	00093442-05 103699	G392	0.00	573.00
TOTAL CAPITAL PROJECTS							0.00	107166.74
TOTAL FUND							0.00	107166.74

PENTAMATION - FINANCIAL MANAGEMENT SYSTEM  
DATE: 06/11/20  
TIME: 14:04:15

CITY OF WEST CHICAGO  
CASH REQUIREMENTS BILL LIST

PAGE NUMBER: 10  
ACCTPAY1  
ACCOUNTING PERIOD: 6/20

SELECTION CRITERIA: payable.due\_date='20200615 00:00:00.000'  
PAYMENT TYPE: ALL

FUND - 09 - DOWNTOWN TIF SPEC PROJ

DEPT-DIV	ACCOUNT	-----TITLE-----	-----VENDOR-----	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
093454	4216	GROUNDS MAINTENA	12131	CLASSIC LANDSCAPE, LT	00094017-01 136167	G392	0.00	2805.00
093454	4225	OTHER CONTRACTUA	13590	PHALEN CONSULTING, IN	00094052-01 88	G392	0.00	3675.00
TOTAL DOWNTOWN TIF							0.00	6480.00
TOTAL FUND							0.00	6480.00



PENTAMATION - FINANCIAL MANAGEMENT SYSTEM  
DATE: 06/11/20  
TIME: 14:04:15

CITY OF WEST CHICAGO  
CASH REQUIREMENTS BILL LIST

PAGE NUMBER: 11  
ACCTPAY1  
ACCOUNTING PERIOD: 6/20

SELECTION CRITERIA: payable.due\_date='20200615 00:00:00.000'  
PAYMENT TYPE: ALL

FUND - 28 - MISCELLANEOUS DEPOSITSIN

DEPT-DIV	ACCOUNT	-----TITLE-----	-----VENDOR-----	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
28	224500	MISCELLANEOUS DE	14279 HUSKA, MATTHEW	00094045-01	326 BARBER	G392	0.00	1500.00
28	224500	MISCELLANEOUS DE	14556 GRANDVIEW CAPITAL	00094046-01	111 CLARA	G392	0.00	1500.00
TOTAL MISCELLANEOUS DEPOSITSIN							0.00	3000.00
TOTAL FUND							0.00	3000.00

PENTAMATION - FINANCIAL MANAGEMENT SYSTEM  
DATE: 06/11/20  
TIME: 14:04:15

CITY OF WEST CHICAGO  
CASH REQUIREMENTS BILL LIST

PAGE NUMBER: 12  
ACCTPAY1  
ACCOUNTING PERIOD: 6/20

SELECTION CRITERIA: payable.due\_date='20200615 00:00:00.000'  
PAYMENT TYPE: ALL

FUND - 43 - COMMUTER PARKING FUND

DEPT-DIV	ACCOUNT	-----TITLE-----	-----VENDOR-----	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
433476	4216	GROUNDS MAINTENA	12131	CLASSIC LANDSCAPE, LT	00094017-01 136167	G392	0.00	900.00
TOTAL COMMUTER PARKING FUND							0.00	900.00
TOTAL FUND							0.00	900.00
TOTAL CHECK TRANSACTIONS							0.00	381448.92
TOTAL EFT TRANSACTIONS							0.00	217628.67
TOTAL REPORT							0.00	599077.59

## CITY OF WEST CHICAGO

### DEVELOPMENT COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Amendments to Preliminary and Final PUDs  
1655 Powis Road  
Lakeshore Recycling Systems

Ordinance No. 20-O-0002

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

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

**COMMITTEE AGENDA DATE:** March 9, 2020

**COUNCIL AGENDA DATE:** June 15, 2020

**STAFF REVIEW:** Tom Dabareiner, AICP

**SIGNATURE**



**APPROVED BY CITY ADMINISTRATOR:** Michael Guttman

**SIGNATURE**

\_\_\_\_\_

**ITEM SUMMARY:**

Lakeshore Recycling Systems proposes to amend the Preliminary and Final Planned Unit Development (PUD). The amendments would accommodate the construction of two separate additions to the existing building, including a 22,530 square foot addition and a 4,480 square foot addition. Approval would also allow expansion of an existing outdoor storage area.

Copies of the plans are attached. Staff recommends approval subject to the condition that the plans are incorporated as part of the approval and that bird deterrent wire is installed over the detention pond (plans also attached). The bird deterrent wire, not in the original plan set, was requested by the DuPage Airport Authority. The DAA is satisfied with the project given that change.

Members of the Planning Commission/ZBA voted unanimously (4-0) in favor of the amendment to the PUDs at their meeting held March 3, 2020.

**ACTION PROPOSED:**

Consideration of the Amendments to the Preliminary and Final PUD.

**COMMITTEE RECOMMENDATION:**

Development Committee members voted 4-2 in favor of the amendment to the Preliminary and Final PUD Ordinance.

**ATTACHMENTS:**

Ordinance  
Site Plan, Elevations



## CITY OF WEST CHICAGO

### DEVELOPMENT COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Zoning Code Text Amendment  
Indoor Recreation and Amusement

Ordinance No. 20-O-0010

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

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

**COMMITTEE AGENDA DATE:** June 8, 2020

**COUNCIL AGENDA DATE:** June 15, 2020

**STAFF REVIEW:** Tom Dabareiner, AICP

**SIGNATURE** 

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

**ITEM SUMMARY:**

Kids Empire USA, LLC (Kids Empire), an indoor children's activity play facility, is petitioning to amend the text of the West Chicago Zoning Code to create and define the use of "Indoor Recreation and Amusement" and to permit the use in the B-3 Regional Shopping District. Kids Empire is proposing to locate in the Mosaic Shopping Center at the northeast corner of Neltnor Boulevard (Illinois Route 59) and North Avenue (Illinois Route 64), in approximately 15,000 square feet of the former Hobby Lobby space. The use of an indoor activity play facility is not permitted in any district in the City. Furthermore, the use of an indoor activity play facility does not fit within the definition of any existing use category in the B-3 District. As such, Kids Empire is proposing an amendment that would allow them to locate in this shopping center space.

Staff has surveyed surrounding communities on this type of use and found that many communities allow "Indoor Recreation and Amusement" as a permitted use in business districts that are similar to West Chicago's B-3 District. Indoor Recreation and Amusement includes a multitude of indoor recreation other than just activity play areas. These include sports facilities, swimming pools, ice or roller-skating rinks, bowling alleys, tennis, handball and other court games, sports clubs, indoor golf, paintball, billiards, foosball, table tennis, shuffleboard, pinball machines, and video games arcades.

Staff is of the opinion that the use of Indoor Recreation and Amusement is compatible with establishments typically found in shopping centers such as Mosaic Crossing. Furthermore, this use is recommended within the North Avenue/Route 59 market study that was prepared for the City by Valerie S. Kretchmer Associates in 2017 as an alternative to typical retail uses, which have become difficult to attract.

At its June 2, 2020 meeting, the Plan Commission/Zoning Board of Appeals (PC/ZBA) conducted a public hearing to consider the proposed text amendment. Members voted unanimously (5-0) in favor of recommending the Text Amendment.

**ACTION PROPOSED:**

Consideration of the proposed Zoning Ordinance Text Amendment creating the Indoor Recreation and Amusement use.



**COMMITTEE RECOMMENDATION:**

Members of the Planning Commission/ZBA met Monday, June 8, 2020, and voted unanimously in favor of recommending the Text Amendment to add Indoor Recreation and Amusement as a permitted use in the B-3 District.

**Attachments:**

Draft Ordinance

PC Report

## CITY OF WEST CHICAGO

### DEVELOPMENT COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Final Plat of Subdivision  
Trillium Farms Subdivision  
Pulte Home Company LLC  
  
Resolution No. 20-R-0026

**AGENDA ITEM NUMBER:** 8.C.**FILE NUMBER:** \_\_\_\_\_**COMMITTEE AGENDA DATE:** June 8, 2020**COUNCIL AGENDA DATE:** June 15, 2020**STAFF REVIEW:** Tom Dabareiner, AICP**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael Guttman**SIGNATURE** \_\_\_\_\_**ITEM SUMMARY:**

Pulte Home Company, LLC is the contract purchaser of the former Planter's Palette nursery. Pulte is proposing to develop the property as a planned unit development for an eighty-four (84) unit single-family residential subdivision in unincorporated DuPage County. The property is located within 1.5 miles of the corporate limits of the City of West Chicago and the Final Plat of Subdivision is therefore subject to review and approval by the City as well. The City approved the Preliminary Plat with a deviation on October 21, 2019. DuPage County approved the Preliminary Plat, as well as the conditional use permit for the development, on February 25, 2020. DuPage County approved the Final Plat of Subdivision on March 20, 2020.

The petitioner is proposing a senior-oriented residential development that includes the dedication of new rights-of-way for three (3) minor streets and five (5) outlots for open space, stormwater detention, and utility crossings. The Final Plat includes the previously approved deviation from the Subdivision Code to allow a minimum radius of curvature on a minor street centerline to be as little as ninety (90) feet in lieu of the minimum required 250 feet.

At its June 2, 2020 meeting, the Plan Commission/Zoning Board of Appeals (PC/ZBA) conducted a public hearing to consider the proposed text amendment. Members voted unanimously in favor (5-0) of recommending the Final Plat.

**ACTION PROPOSED:**

Consideration of the proposed Final Plat.

**COMMITTEE RECOMMENDATION:**

Members of the Planning Commission/ZBA met Monday, June 8, 2020, and voted unanimously (6-0) in favor of recommending the Final Plat for Trillium Farms.

**Attachments:**

Draft Ordinance  
PC Report

## CITY OF WEST CHICAGO

### CITY COUNCIL AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 20-R-0027 – Sale of 244 W. Blair Street

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

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

**COMMITTEE AGENDA DATE:** N/A

**COUNCIL AGENDA DATE:** June 15, 2020

**STAFF REVIEW:**

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

**APPROVED BY CITY ADMINISTRATOR:**

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

**ITEM SUMMARY:**

On August 6, 2018, the City Council approved the sale of nine vacant City-owned properties. Attached is a Purchase and Sale Agreement for 244 W. Blair Street for \$21,000.00.

**STAFF RECOMMENDATION:**

Staff recommends approval of Resolution No. 20-R-0027.

**COMMITTEE RECOMMENDATION:**

This item did not go to Committee because it met the requirements of the sale criteria approved by the City Council in 2018.



**RESOLUTION NO. 20-R-0027**

**A RESOLUTION OF THE CITY OF WEST CHICAGO, DUPAGE COUNTY, ILLINOIS  
AUTHORIZING THE SALE OF SURPLUS MUNICIPALLY OWNED REAL ESTATE  
244 W. BLAIR STREET, WEST CHICAGO, ILLINOIS**

WHEREAS, the City of West Chicago is the owner of a certain vacant real property identified by the common address of 244 W. Blair Street, in the City of West Chicago, Illinois, designated by the Permanent Index Numbers 04-09-425-001 and -002 (hereinafter referred to as the "Real Property"); and

WHEREAS, pursuant to Resolution No. 2018-R-0069, the Corporate Authorities of the City 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 authorized the sale of the surplus Real Property, and directed the City Administrator to publish notice of the proposed sale based upon a written certified appraisal for the Real Property; and

WHEREAS, the City Administrator did so advertise the Real Property for sale, and through the assistance of a licensed real estate broker, has recently received an offer to purchase the Real Property from Benigno Gomez, 719 Lincoln Avenue, West Chicago, Illinois; and

WHEREAS, the offered purchase price is at the sale price the Corporate Authorities hoped to achieve, and it is determined to be a fair and reasonable offer price given the current market conditions, and staff recommends that it be accepted so that the Real Property can be returned to the tax rolls as a privately held parcel.

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 be conveyed, pursuant to proper Quit Claim to Benigno Gomez, for the amount of Twenty-One Thousand and 00/100 Dollars (\$21,000.00), pursuant to the terms of the Purchase and Sale Agreement attached hereto and incorporated herein as Exhibit A.

Section 3. That City Staff and the City Attorney be directed to take all other reasonable and necessary steps to sell the Real Property in compliance with this Resolution and Exhibit A.

Section 4. 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 5: 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 15<sup>th</sup> day of June, 2020.

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

Alderman L. Chassee \_\_\_\_\_  
Alderman H. Brown \_\_\_\_\_  
Alderman M. Ferguson \_\_\_\_\_  
Alderman S. Dimas \_\_\_\_\_  
Alderman M. Garling \_\_\_\_\_  
Alderman J. Short \_\_\_\_\_  
Alderman J. Jakabcsin \_\_\_\_\_

APPROVED as to form:

\_\_\_\_\_  
City Attorney

APPROVED this 15<sup>th</sup> day of June, 2020.

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

ATTEST:

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

PUBLISHED: June 16, 2020



## **PURCHASE AND SALE AGREEMENT**

244 W. Blair Street  
West Chicago, Illinois

THIS AGREEMENT is entered into this 15th day of June, 2020, by and between the City of West Chicago, an Illinois Municipal Corporation ("Seller") and Benigno Gomez ("Buyer").

### **RECITALS:**

- A. Seller is the owner of a certain parcel of vacant land ("Property"), bearing the common address 244 W. Blair Street, West Chicago, Illinois designated by P.I.N. 04-09-425-001 and -002.
- 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, upon approval of the Seller's City Council, 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 \$21,000.00. Buyer will deposit \$500.00 in earnest money with the Seller's Broker which shall be a credit toward the Purchase Price. If this Agreement is declared null and void, or terminated, Earnest Money shall be disbursed to Buyer.

1.03. Payment Terms. This is a cash sale. The sale of the Property is not contingent upon any financing. The Purchase Price 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 ATTORNEY REVIEW**

2.01. **Attorney Review.** Within five (5) Business Days after Date of Acceptance, the attorneys for the respective Parties, by Notice, may:

- a) Approve this Agreement;
- b) Disapprove this Agreement, which disapproval shall not be based solely upon the Purchase Price; or
- c) Propose modifications except for the Purchase Price. If within ten (10) Business Days after the Date of Acceptance written agreement is not reached by the Parties with respect to resolution of the proposed modifications, then either Party may terminate this Agreement by service of Notice, whereupon this Agreement shall be null and void.

## **ARTICLE III PRE-CLOSING MATTERS**

3.01. **Title Commitment.** Within a reasonable time upon acceptance 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.

3.02. **Survey.** Buyer shall provide a survey, to be paid for by Seller, 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.

3.03. **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 3.01 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 IV APPORTIONMENT OF COSTS

4.01. 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.

4.02. Title; Recording Costs. Buyer and Seller shall pay their usual and customary fees for title and recording costs.

#### ARTICLE V CLOSING

5.01. Closing Date and Location. Seller and Buyer will use their best efforts to close this transaction on or before June 30, 2020 (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.

5.02. 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) Such other documents as reasonably may be required to consummate the transaction contemplated by this Agreement.

5.03. 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) Such other documents as reasonably may be required to consummate the transaction contemplated by this Agreement.

## **ARTICLE VI REPRESENTATIONS AND WARRANTIES**

6.01. 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) The Property is zoned R5 Single Family.

(c) There is not an unconfirmed pending special assessment affecting the Property by any association or governmental entity payable by Buyer after the date of Closing.

(d) The Property is not located within a special assessment area or special service area.

## **ARTICLE VII POSSESSION**

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

## **ARTICLE VIII BROKERS**

8.01 Brokers. The Seller has retained the services of a Broker, whose fee shall be paid out of the proceeds of the Closing pursuant to the agreement between Seller and Broker.

**ARTICLE IX  
MISCELLANEOUS**

9.01. 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.

9.02. 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: Benigno Gomez  
719 Lincoln Avenue  
West Chicago, IL 60185

With copy to: Elsie Dorta Dean  
[Elsie@dortadeanlaw.com](mailto:Elsie@dortadeanlaw.com)

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.

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

9.04. 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.

9.05 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.

9.06 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.

9.07. 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.

9.08. Binding Effect. Without limiting the provisions of Section 9.07, this Agreement will bind and inure to the benefit of the Parties hereto and their respective successors and assigns.

9.09. 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.

9.10. 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.

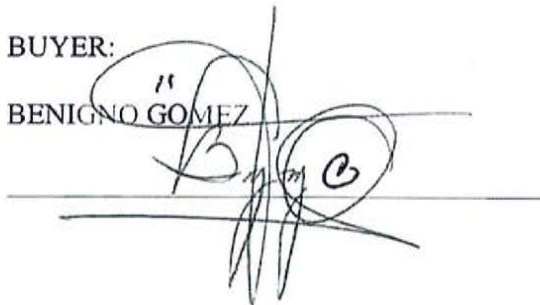
SELLER:

CITY OF WEST CHICAGO

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

BUYER:

BENIGNO GOMEZ

A handwritten signature in black ink, appearing to read "B. Gomez", is written over a horizontal line. The signature is stylized with loops and a large "B".

06/07/2020



## CITY OF WEST CHICAGO

### CITY COUNCIL AGENDA ITEM SUMMARY

**ITEM TITLE:**

Stormwater and Flood Plain Ordinance Variance  
West Chicago Park District  
Reed Kepler Park  
129 West National Street  
  
Ordinance No. 2020-O-0011

**AGENDA ITEM NUMBER:** 8.E.**FILE NUMBER:** \_\_\_\_\_**COMMITTEE AGENDA DATE:** N/A**COUNCIL AGENDA DATE:** June 15, 2020**STAFF REVIEW:** Tom Dabareiner, AICP**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael Guttman**SIGNATURE** \_\_\_\_\_

The West Chicago Park District has submitted an application for a variance from the DuPage County Countywide Stormwater and Flood Plain Ordinance as part of a project to install solar panels at Reed Kepler Park located at 129 West National Street. West Chicago is a partial-waiver stormwater community and has adopted the DuPage County Countywide Stormwater and Flood Plain Ordinance. The installation of the solar panels requires stormwater detention facilities be provided to address site runoff. The property is a former remediation site for thorium contamination and was also the site of a former sports shooting range and therefore has lead contamination in the soil as well. As part of the remediation agreement for this site, the site has a restriction on it with respect to removing soils from the site. Providing detention storage on site for the solar panel installation would require the removal of a significant amount of soil, which is not advisable or prudent.

For this reason, the Park District is seeking a variance for the project. The Park District, with their engineer, has prepared a hydrology report demonstrating that the proposed runoff as a result from the solar panel installation will not exceed the existing release rates for stormwater. The detention not being provided will be addressed as well through payment into the Detention Variance Fee program (Fee-in-lieu) in accordance with the DuPage County Countywide Stormwater and Flood Plain Ordinance.

The variance application has been reviewed and found to be acceptable to the DuPage County Stormwater Management Committee on March 27, 2020. The Committee has recommended that the City Council approve the proposed variance. Furthermore, the City's engineer has no issues with the proposed variance. The contaminated soil and remediation agreements represent a unique challenge for the Park District not found in other projects or on other properties. The development will not impact surrounding properties either from a storm water or flood plain perspective.

The DuPage County Countywide Stormwater and Flood Plain Ordinance requires a public hearing occur with the City Council prior to approval of the petition. A notice was published in the May 30, 2020 edition of the Daily Herald in accordance with XVI of the DuPage County Countywide Stormwater and Flood Plain Ordinance.

**ACTION PROPOSED:**

Consideration of the requested variance from the DuPage County Countywide Stormwater and Flood Plain Ordinance upon completion of conducting a public hearing for the request.

**Attachments:**

Draft Ordinance  
Location Map  
Drainage Exhibit



## **ORDINANCE NO. 20-O-0011**

### **AN ORDINANCE GRANTING A VARIANCE FROM THE DUPAGE COUNTY COUNTYWIDE STORMWATER AND FLOODPLAIN ORDINANCE FOR THE WEST CHICAGO PARK DISTRICT AT REED KEPLER PARK 129 WEST NATIONAL STREET**

WHEREAS, on or about March 26, 2020, the West Chicago Park District, (the "APPLICANT"), filed an application for a variance from the DuPage County Countywide Stormwater and Flood Plain Ordinance (the "ORDINANCE"), with respect to the property legally described on Exhibit "A" attached hereto and incorporated herein (the "SUBJECT REALTY"); and

WHEREAS, as a partial-waiver community, the City of West Chicago has adopted the ORDINANCE according to Article III, Section 14-48 of the City of West Chicago Code of Ordinances; and

WHEREAS, the APPLICANT is a governmental entity that owns and maintains the SUBJECT REALTY on behalf of the public; and

WHEREAS, the APPLICANT desires to install solar panels (the "PROJECT") at Reed Kepler Park at the northwest corner of National Street and Yale Street; and

WHEREAS, the ORDINANCE requires stormwater detention facilities with certain site improvements such as those proposed as part of the PROJECT on the SUBJECT REALTY; and

WHEREAS, the SUBJECT REALTY is a former remediation site for thorium contamination and, in addition, the area for the PROJECT is the site of a former sports shorting range, which has enabled the existing soils to contain a significant amount of lead; and

WHEREAS, as part of the remediation agreement for the SUBJECT REALTY, a restriction exists with respect to removing soils from the SUBJECT REALTY; and,

WHEREAS, providing detention storage onsite for the PROJECT would require the removal of a significant amount of soil, for which there exists no area within the SUBJECT REALTY for re-spreading and excavating contaminated soil is not advisable or prudent; and,

WHEREAS, the APPLICANT is therefore requesting a variance to not provide stormwater detention facilities associated with the PROJECT on the SUBJECT REALTY; and.

WHEREAS, the difference between the detention required by the ORDINANCE and the detention being provided in order to meet the existing release rate will be mitigated by payment in the Detention Variance Fee program in accordance with Section 15-97 of the ORDINANCE; and

WHEREAS, the APPLICANT has obtained approval from the DuPage County Stormwater Committee on March 27, 2020 for the proposed variance.

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. A variance from Article IX, Section 15-72 of the DuPage County Countywide Stormwater and Flood Plain Ordinance is hereby granted for the SUBJECT REALTY to not require stormwater site runoff storage on 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 \_\_\_\_\_, 2020.

Alderman Beifuss	_____	Alderman Chassee	_____
Alderman Sheehan	_____	Alderman Brown	_____
Alderman Hallett	_____	Alderman Ferguson	_____
Alderman Birch-Ferguson	_____	Alderman Dimas	_____
Alderman Swiatek	_____	Alderman Garling	_____
Alderman Stout	_____	Alderman Short	_____
Alderman Ligino-Kubinski	_____	Alderman Jakabcsin	_____

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

APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

ATTEST:

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

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

**EXHIBIT “A”**

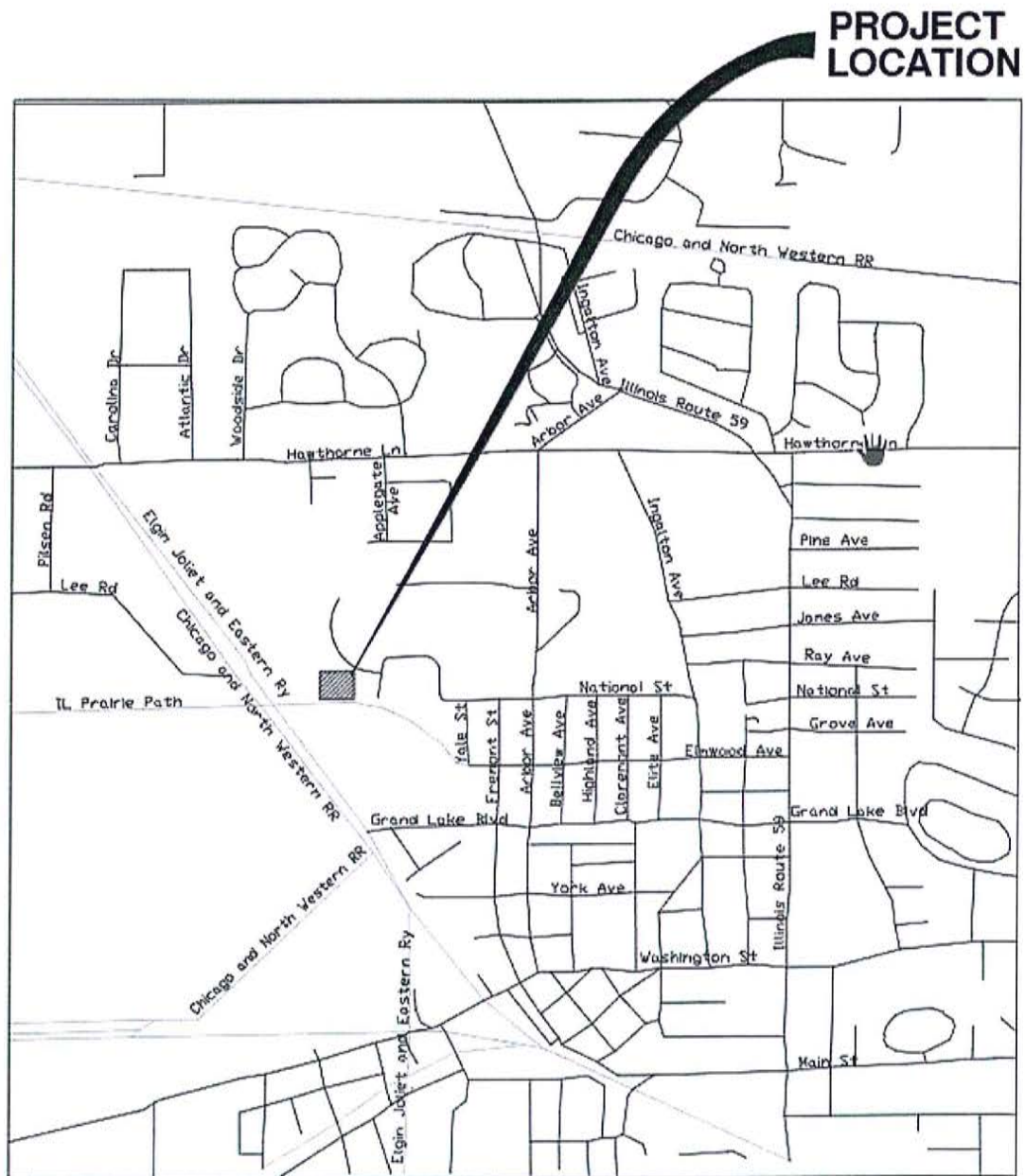
(Insert Legal Description)





## Project Location Map

129 W National Street, West Chicago IL, 60185



## LOCATION MAP

N.T.S.







## CITY OF WEST CHICAGO

### CITY COUNCIL AGENDA ITEM SUMMARY

**ITEM TITLE:**

Pre-Annexation Agreement  
Pulte Home Company, LLC  
28W541 Roosevelt Road and 28W700 Purnell Road  
  
Resolution No. 20-R-0028

**AGENDA ITEM NUMBER:** 11.A.**FILE NUMBER:** \_\_\_\_\_**COMMITTEE AGENDA DATE:** \_\_\_\_\_**COUNCIL AGENDA DATE:** June 15, 2020**STAFF REVIEW:** Tom Dabareiner, AICP**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael Guttman**SIGNATURE** \_\_\_\_\_**ITEM SUMMARY:**

Pulte Home Company, LLC (Pulte), contract purchaser of the former Planter's Palette nursery located in unincorporated DuPage County, is proposing to develop an eighty-four (84) unit single-family residential subdivision known as Trillium Farm. The development will be senior-oriented and will include the dedication of new rights-of-way for three (3) minor streets and five (5) outlots for open space, stormwater detention, and utility crossings. The residential units will be a mix of 2, 3, and 4 bedrooms. The property is located outside the corporate limits of any municipality and will be developed in unincorporated DuPage County.

As part of the project, Pulte is requesting connection to the City's existing sanitary sewer and water mains on the north side of Gary's Mill Road, west of Purnell Road. Because the property is not contiguous to the City, Pulte is proposing to enter into a pre-annexation agreement with the City for these connections to occur. The pre-annexation agreement requires the property be annexed to the City once contiguity is achieved but no sooner than either four (4) years after the approval date of the pre-annexation agreement, or, the sale of the last residential home, whichever occurs first. The nearest property located within the corporate limits of the City is a small portion of the Blackwell Forest Preserve located on the south side of Gary's Mill Road, west of Purnell Road.

Prior to annexation, the residents of the development will pay twice the incorporated rate for both sewer and water for a period of four years. Pulte is requesting a waiver of certain connection fees normally required for the development of each lot including recapture fees, administrative charges, sewer connection charges, water plant capacity charges, and water connection fees. Regular sewer treatment plant capacity charges and water meter charges cannot be waived. Although the property is to be developed in unincorporated DuPage County and all building permits will be issued through the County, the City will issue permits for, and inspect, the extension of the City's sanitary sewer and water mains. All required fees for these permits and inspections will be collected by the City. Pulte is also negotiating revised impact fee schedules with Grade School District 33 and High School District 94.

Prior to consideration of the pre-annexation agreement, the City Council is required to conduct a public hearing in accordance with State Statute, which is scheduled to occur at the June 15, 2020 City Council meeting. A public notice of the hearing was published in the May 30, 2020 edition of the Daily Herald.

**ACTION PROPOSED:**

Consideration of the proposed Pre-Annexation Agreement upon completion of the Public Hearing.

**Attachments:**

Draft Resolution Approving the Pre-Annexation Agreement

Pre-Annexation Agreement



## **RESOLUTION NO. 2020-R-0028**

### **A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CERTAIN PRE-ANNEXATION AGREEMENT – PULTE HOME COMPANY, LLC 28W541 ROOSEVELT ROAD AND 28W700 PURNELL ROAD**

WHEREAS, Pulte Home Company, LLC (the “DEVELOPER”) is the contract purchaser of the property legally described in Exhibit “A” attached hereto and made a part hereof (the “SUBJECT REALTY”); and

WHEREAS, Chicago Title Land Trust Company as successor Trustee to LaSalle Bank National Association, as Successor Trustee to American National Bank and Trust Company of Chicago, as Trustee under a Trust Agreement dated February 25, 1987 and known as Trust No. 1029 (the “OWNER”) is the owner of SUBJECT REALTY; and

WHEREAS, the SUBJECT REALTY is a tract of land approximately 34.97 acres in area, and is generally located at the southeast corner of Gary’s Mill and Purnell Roads; and

WHEREAS, the SUBJECT REALTY is not within the corporate limits of any municipality and is not contiguous to the corporate limits of the City of West Chicago; and

WHEREAS, the DEVELOPER desires to enter in a certain proposed Pre-Annexation Agreement in substantially the form of Agreement in Exhibit “B”, attached hereto and made a part hereof; and,

WHEREAS, the City Council of the City of West Chicago conducted a Public Hearing as to the Pre-Annexation Agreement on June 15, 2020, as required by law, all appropriate notices having been given; and,

WHEREAS, the City Council of the City of West Chicago have considered the terms and provisions of the proposed Pre-annexation Agreement.

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

Section 1. That the Mayor is hereby authorized and directed to execute that certain Pre-Annexation Agreement heretofore incorporated herein as Exhibit “B”, by and on behalf of the City of West Chicago.

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

Section 3. That this Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2020.

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

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

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

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

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

ATTEST:

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



## EXHIBIT "A"

### LEGAL DESCRIPTION

THE NORTH 370 FEET OF THE WEST 379.30 FEET OF THE FOLLOWING DESCRIBED PROPERTY: THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION AFORESAID; THENCE WEST ALONG THE NORTH LINE OF SAID QUARTER SECTION 663.8 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 512.87 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION, 669.2 FEET; THENCE NORTH 512.87 FEET TO THE NORTH LINE OF SAID QUARTER SECTION; THENCE EAST 669.2 FEET TO THE POINT OF BEGINNING, IN DU PAGE COUNTY, ILLINOIS, EXCEPTING THEREFROM THE NORTH 78.92 FEET THEREOF.

P.I.N. 04-23-101-002

THE SOUTH 229.73 FEET OF THE NORTH 599.73 FEET OF THE WEST 379.3 FEET OF THE FOLLOWING DESCRIBED PROPERTY: THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 23 AFORESAID; THENCE WEST ALONG THE NORTH LINE OF SAID QUARTER SECTION 663.8 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 512.87 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION 669.2 FEET; THENCE NORTH 512.87 FEET TO THE NORTH LINE OF SAID QUARTER SECTION; THENCE EAST 669.2 FEET TO THE POINT OF BEGINNING; AND THAT PART OF LOT 1, EXCEPT THAT PART THEREOF LYING SOUTH OF THE NORTH LINE OF LOT 2 EXTENDED WESTERLY TO THE WEST LINE OF LOT 1 OF WILLIAM A. MOYER'S ASSESSMENT PLAT OF PART OF SECTION 23, AFORESAID, RECORDED MAY 10, 1951 AS DOCUMENT 622994, ALL IN DU PAGE COUNTY, ILLINOIS.

P.I.N. 04-23-101-017

THAT PART OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 23 AND RUNNING THENCE NORTH 88 DEGREES 23 MINUTES 19 SECONDS EAST ON THE NORTH LINE OF SAID SECTION 23, 1334.75 FEET; THENCE SOUTH 0 DEGREES 24 MINUTES 13 SECONDS EAST ALONG AN OLD FENCE LINE AND ALONG THE WEST LINE OF W. A. MOYER'S ASSESSMENT PLAT, 1747.56 FEET TO THE CENTER LINE OF PURNELL ROAD; THENCE NORTH 43 DEGREES 09 MINUTES WEST ALONG SAID CENTER LINE, 1964.24 FEET TO THE WEST LINE OF

Resolution 2020-R-0028

Page 3 of 5



SAID SECTION 23; THENCE NORTH 0 DEGREES 39 MINUTES 13 SECONDS WEST ALONG SAID WEST LINE, 276.96 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS, EXCEPTING THEREFROM THE NORTH 78.92 FEET OF THE EAST 301.31 FEET THEREOF.

P.I.N.(s) 04-23-101-028 and 04-23-101-027

## **EXHIBIT “B”**

(Insert Pre-Annexation Agreement)

**PRE-ANNEXATION AGREEMENT**

This Pre-Annexation Agreement ("AGREEMENT"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the CITY OF WEST CHICAGO, an Illinois municipal corporation ("WEST CHICAGO"), and Pulte Home Company, LLC ("DEVELOPER"); (DEVELOPER and WEST CHICAGO being sometimes hereinafter referred to individually as a "PARTY" and collectively as the "PARTIES").

**WITNESSETH:**

WHEREAS, as of the date of this AGREEMENT DEVELOPER is the contract purchaser of the property legally described on Exhibit "A" attached hereto and by this reference, incorporated herein (the "SUBJECT REALTY"); and

WHEREAS, as of the date of this Agreement the owner of the SUBJECT REALTY is Chicago Title Land Trust Company as successor Trustee to LaSalle Bank National Association, as Successor Trustee to American National Bank and Trust Company of Chicago, as Trustee under a Trust Agreement dated February 25, 1987 and known as Trust No. 1029 ("OWNER"); and

WHEREAS, the SUBJECT REALTY is depicted on the Plat of Annexation attached hereto as Exhibit "B" and by this reference, incorporated herein ("PLAT OF ANNEXATION"); and

WHEREAS, OWNER and DEVELOPER, each having interests in and to the SUBJECT REALTY, have respectively filed with WEST CHICAGO petitions for annexation of the SUBJECT REALTY to WEST CHICAGO, copies of which are attached hereto as Exhibit "C"; and

WHEREAS, the SUBJECT REALTY consists of approximately 34.97 acres, and is presently situated within the unincorporated areas of the County of DuPage; and

WHEREAS, the SUBJECT REALTY is not within the corporate limits of any municipality and is not contiguous to the corporate limits of WEST CHICAGO; and

WHEREAS, pursuant to 65 ILCS 5/11-15.1-1 et seq., as amended, the PARTIES have the authority to enter into this AGREEMENT and desire to do so; and

WHEREAS, the SUBJECT REALTY is presently developed as a nursery and zoned R-2 under the DuPage County Zoning Ordinance; and

WHEREAS, DEVELOPER has obtained approval of a special use for a planned unit development from the County of DuPage in order to permit redevelopment of the SUBJECT REALTY as an 84-unit single family residential community; and

WHEREAS, the contemplated redevelopment of the SUBJECT REALTY relies on public utility services being provided through WEST CHICAGO; and

WHEREAS, it is the intent of the PARTIES that the SUBJECT REALTY be annexed to WEST CHICAGO on the terms and conditions more specifically set forth herein; and

WHEREAS, it is the desire of WEST CHICAGO and the DEVELOPER that the use and further development of the SUBJECT REALTY proceed as soon as practicable subject to this AGREEMENT; and



WHEREAS, all public hearings, as required by law, have been held by the Mayor and City Council of WEST CHICAGO (the "CORPORATE AUTHORITIES"), upon the matters covered by this AGREEMENT, and

WHEREAS, the CORPORATE AUTHORITIES of WEST CHICAGO, after due and careful consideration, have concluded that the annexation, upon achieving contiguity, proposed zoning, and development of the SUBJECT REALTY, upon the terms and conditions hereinafter set forth, will be compatible with the planning objectives of WEST CHICAGO and that the annexation of the SUBJECT REALTY will extend the corporate limits and jurisdiction of WEST CHICAGO; will permit orderly growth, planning and development of WEST CHICAGO; will increase the tax base of WEST CHICAGO; will promote the general welfare of WEST CHICAGO; and will enable WEST CHICAGO to control the further development of the area and serve the best interests of WEST CHICAGO; and

WHEREAS, the DEVELOPER, in furtherance of the development of the SUBJECT REALTY, seeks assurances from WEST CHICAGO of certain terms and conditions and the continuation thereof for a definite period of time; and

WHEREAS, by a favorable vote of at least two-thirds (2/3) of the CORPORATE AUTHORITIES of WEST CHICAGO then holding office, a Resolution has heretofore been adopted authorizing the execution of this AGREEMENT.

NOW, THEREFORE, in consideration of the foregoing premises and in further consideration of the mutual covenants, conditions and agreements herein contained, the PARTIES hereto agree as follows:

#### **ARTICLE I** **INCORPORATION OF RECITALS**

The PARTIES hereby confirm the truth and validity of the representations and recitations set forth in the foregoing recitals. The PARTIES further acknowledge that the same are material to this AGREEMENT and are hereby incorporated into and made a part of this AGREEMENT as though they were fully set forth in this Article I.

#### **ARTICLE II** **AUTHORITY**

This AGREEMENT is made and entered into by the PARTIES pursuant to and in accordance with the provisions of 65 ILCS 5/11-15.1-1 et seq., as amended.

#### **ARTICLE III** **MUTUAL ASSISTANCE**

The PARTIES shall do all things necessary or appropriate to carry out the terms and provisions of this AGREEMENT and to aid and assist each other in furthering the objectives of this AGREEMENT and the intent of the PARTIES as reflected by the terms of this AGREEMENT, including, without limitations, the giving of such notices, the holding of such public hearings, and the enactment by WEST CHICAGO of such resolutions and ordinances, the execution of such permits, applications and agreements and the taking of such other actions as may be necessary to enable the PARTIES' compliance with the terms and provisions of this AGREEMENT and as may be necessary to give effect to the objectives of this AGREEMENT and the intentions of the PARTIES as reflected by the terms of this AGREEMENT.



The DEVELOPER'S obligations under this AGREEMENT, expressly including the obligation to cause the SUBJECT REALTY to be annexed to WEST CHICAGO, shall be limited to the extent of DEVELOPER'S retained interest in the SUBJECT REALTY. At such time as DEVELOPER conveys any portion of the SUBJECT REALTY, whether to the ASSOCIATION (as hereafter defined) or to a third-party home buyer, the successor in interest to DEVELOPER shall be bound by the terms of this AGREEMENT and shall be liable for the obligations hereunder with respect to that portion of the SUBJECT REALTY acquired by said successor in interest.

#### **ARTICLE IV** **ANNEXATION**

A. Annexation Process. Subject to the provisions of 65 ILCS 5/7-1-8, as amended, the PARTIES respectively agree to do all things reasonably necessary or appropriate to cause the SUBJECT REALTY to be duly and validly annexed to WEST CHICAGO. The PARTIES agree that the redevelopment of the SUBJECT REALTY shall occur in the County of DuPage and pursuant to the special use for a planned unit development approved by the County Board of the County of DuPage on Tuesday, February 25, 2020. WEST CHICAGO shall not take any action to formally annex the SUBJECT REALTY to WEST CHICAGO prior to (the "ANNEXATION DATE") the first to occur of: (i) the date that is four (4) years from the date of this AGREEMENT; or (ii) upon DEVELOPER'S sale of the last residential home constructed as part of the redevelopment of the SUBJECT REALTY. The SUBJECT REALTY shall be annexed to WEST CHICAGO as of the ANNEXATION DATE consistent with the draft ordinance attached as Exhibit "D". A copy of the PLAT OF ANNEXATION is attached hereto as Exhibit "B". The provision of the utility services hereinafter contemplated to be provided by WEST CHICAGO would not have been made available to the SUBJECT REALTY but for the express covenant and agreement that DEVELOPER, and thereafter any successors in interest to any portion of the SUBJECT REALTY would do all things reasonably necessary or appropriate to cause the SUBJECT REALTY to be duly and validly annexed to WEST CHICAGO as of the ANNEXATION DATE.

B. Waiver of Objection. DEVELOPER, and by acceptance of a deed each successor in interest to any portion of the SUBJECT REALTY, hereby waives any objection to annexation of the SUBJECT REALTY to WEST CHICAGO. Should any person having proper standing to do so bring a cause of action before any court of competent jurisdiction challenging WEST CHICAGO'S lawful authority to annex the SUBJECT REALTY or challenge the method or procedures by or through which the PARTIES purported to cause the SUBJECT REALTY to be annexed to WEST CHICAGO, the PARTIES agree that they shall fully cooperate, as provided in ARTICLE III hereof, to defend such cause of action.

C. Corrective Action. Should a court of competent jurisdiction finally determine that annexation of the SUBJECT REALTY was defective because of the failure of the PARTIES to follow a procedural requirement constituting a valid precondition to proper annexation of the SUBJECT REALTY, the PARTIES, including the successors and assigns of the OWNERS, agree to promptly cause the SUBJECT REALTY to be re-annexed to WEST CHICAGO in a manner which satisfies all procedural requirements.

#### **ARTICLE V** **ZONING**

Immediately after the passage and approval of the Ordinance annexing the SUBJECT REALTY, the CORPORATE AUTHORITIES of WEST CHICAGO shall, in accordance with 65 ILCS 5/11-13-14 and Section 5.6 of Appendix A (the "ZONING CODE") of the West Chicago Code of Ordinances (the "CODE"), conduct a public hearing to consider the passage of an Ordinance amending the WEST CHICAGO Zoning Map to reclassify the SUBJECT REALTY from ER-1 Estate Residence District, automatically granted to the SUBJECT REALTY upon annexation pursuant to Section 6.5 of the ZONING



ORDINANCE of the CODE, to the R-5 Single Family Residence District with necessary and appropriate variances based on the PRELIMINARY PLAT and improvements permitted through the County of DuPage, specifically including: i) a side yard setback of six feet (6') for all of the lots; ii) a rear yard setback of twenty-five feet (25') for lots 9-84; iii) a rear yard setback of zero feet (0') for lots 1-8; and iv) a maximum lot coverage of 65%. It is the intent of the PARTIES that the SUBJECT REALTY, as developed, would be annexed to WEST CHICAGO as a legally conforming use of the SUBJECT REALTY.

## **ARTICLE VI**

### **DEVELOPMENT OF PROPERTY**

A. Subdivision of SUBJECT REALTY. The DEVELOPER has submitted to WEST CHICAGO a Preliminary Plat of Subdivision for an eighty-four (84) unit single-family detached residential subdivision ("DEVELOPMENT") for the SUBJECT REALTY, a copy of which is attached hereto and made a part of hereof as Exhibit "E" ("PRELIMINARY PLAT"). The SUBJECT REALTY shall be developed in substantial conformance with the PRELIMINARY PLAT with not more than eighty-four (84) buildable lots and associated outlots. To the extent of any conflict between the PRELIMINARY PLAT and the CODE, the specific detail set forth in the PRELIMINARY PLAT shall prevail. Following approval of this AGREEMENT, DEVELOPER shall prepare a Final Plat of Subdivision generally consistent with the layout and design as depicted on the PRELIMINARY PLAT ("FINAL PLAT"). WEST CHICAGO shall approve the FINAL PLAT provided that it is in substantial conformance with the PRELIMINARY PLAT.

B. Engineering. The DEVELOPER has submitted to WEST CHICAGO a Preliminary Engineering Plan, consistent with the PRELIMINARY PLAT, that details the preliminary configuration and layout of physical improvements to the SUBJECT REALTY associated with the DEVELOPMENT ("PRELIMINARY ENGINEERING"). A copy of the PRELIMINARY ENGINEERING, depicting both improvements to the SUBJECT REALTY ("ON SITE IMPROVEMENTS") and improvements located in either nearby right-of-way or within public utility easements (the "OFF SITE IMPROVEMENTS"), is attached hereto as Exhibit "F". The PRELIMINARY ENGINEERING is intended to approve the general location and routing of the ON SITE IMPROVEMENTS and the OFF SITE IMPROVEMENTS, including the lift station, force main and the connections to WEST CHICAGO sanitary sewer and water systems. The PRELIMINARY ENGINEERING does not approve construction of either the ON SITE IMPROVEMENTS or the OFF SITE IMPROVEMENTS, which shall be detailed in Final Engineering Plans ("FINAL ENGINEERING PLANS") to be prepared by DEVELOPER and which are subject to the review and approval of WEST CHICAGO, but reflects the intended layout and general character of public improvements to be constructed as a part of the DEVELOPMENT.

C. Sewer and Water Connections. From and after the execution of this AGREEMENT, and provided that the DEVELOPER is in full compliance with its obligations under this AGREEMENT, the DEVELOPER shall have the right to connect the SUBJECT REALTY to WEST CHICAGO'S sanitary sewer and water systems. The DEVELOPER shall bear all costs and expenses relating to such connections. Upon connection to WEST CHICAGO'S sanitary sewer and water systems, all dwelling units constructed as part of the DEVELOPMENT shall pay two times the standard WEST CHICAGO residential water and sewer rates through the first to occur of: i) ANNEXATION DATE; or ii) for each dwelling unit, for a period (the "PAYMENT PERIOD") of forty-eight (48) months from the date that a certificate of occupancy is first issued for the dwelling unit. The PAYMENT PERIOD shall commence on the date that a certificate of occupancy is first issued for each dwelling unit and to the extent that the certificate of occupancy is not issued by the CITY, then DEVELOPER shall be responsible for providing a copy of the applicable certificate of occupancy to the CITY. The PAYMENT PERIOD shall terminate forty-eight months following the date of the certificate of occupancy; provide, however, that if the PAYMENT PERIOD terminates: i) between January 1 and June 30 of any given year then the billing rate shall be updated for all bills issued after July 1 of that year; or ii) between July 1 and December 31 of any given year then the



billing rate shall be updated for all bills issued after January 1 of the following year.. Following the ANNEXATION DATE or PAYMENT PERIOD, as may be applicable, dwelling units constructed as part of the DEVELOPMENT shall pay the standard WEST CHICAGO residential water and sewer rates. Except for the CONNECTION FEES set forth herein, there are no other fees payable to WEST CHICAGO as a condition to connection to WEST CHICAGO'S sanitary sewer and water systems. The CONNECTION FEES shall be payable by DEVELOPER on a per lot basis at the time of issuance of a building permit for each lot. DEVELOPER agrees to pay the following connection fees (collectively the "CONNECTION FEES"):

Recapture Fees:	\$0.00
Administration Charge:	\$0.00
Sewer Treatment Plan Capacity Charge:	The required fee amount to be paid shall be the current fee established by the West Chicago/Winfield Wastewater Authority at the time of issuance of each building permit.
Sewer Connection Charge:	\$0.00
Water Plant Capacity Charge:	\$0.00
Water Connection Fee:	\$0.00
Water Meter:	The required fee amount to be paid shall be the current fee established by the CITY at the time of issuance of each building permit.

D. Water Main Extension and Reimbursement. In addition to all required improvements to the SUBJECT REALTY as part of the DEVELOPMENT, DEVELOPER agrees to install an eight (8) inch water main within the adjacent Purnell Road right-of-way extending generally from Lot 49 to Lot 1 of the DEVELOPMENT, approximately 720 linear feet as depicted on the PRELIMINARY ENGINEERING ("WATER MAIN EXTENSION"). Upon completion of the WATER MAIN EXTENSION and DEVELOPER'S submittal of an affidavit, acceptable to the City, setting forth the actual costs to construct the WATER MAIN EXTENSION, WEST CHICAGO shall reimburse DEVELOPER for fifty (50) percent of the actual cost to install the aforementioned water main. Said reimbursement shall be made within thirty (30) days of the date of the aforementioned DEVELOPER'S affidavit of costs. PARTIES agree that such amount to be reimbursed from WEST CHICAGO to the DEVELOPER shall not exceed \$11,000.00.

E. Water and Sewer Capacity. WEST CHICAGO represents and warrants to DEVELOPER that as of the date of this AGREEMENT its water and sanitary sewage systems have capacity necessary and sufficient to provide service for the DEVELOPMENT, and the DEVELOPER will be able to connect the SUBJECT REALTY to said systems. WEST CHICAGO hereby agrees to reserve necessary and appropriate capacity for the contemplated development of the SUBJECT REALTY in its water and sanitary sewage systems for a period of not less than ten (10) years from the EFFECTIVE DATE ("Guaranty Term"). With respect to said water and sanitary sewage systems, WEST CHICAGO shall treat the DEVELOPER and the SUBJECT REALTY in the same manner, provide the same level of service, and provide the same cost structure to DEVELOPER and the SUBJECT REALTY as WEST CHICAGO provides to any other property in its jurisdiction. WEST CHICAGO makes no specific representation or warranty as to the continued availability of water supply and waste water treatment capacity beyond the Guaranty Term except that WEST CHICAGO shall make all reasonable efforts to continue to own and operate its utilities in a manner intended to provide adequate future water supply and treatment capacity subject to the availability of sufficient funds for such utility operations regulatory restraints or conditions on service and such other matters generally considered to be in the nature of "force majeure". Upon expiration of the Guaranty Term, the inability of WEST CHICAGO to serve the full water supply or waste water treatment requirements of the DEVELOPER, their successors or assigns, shall not give rise to any



cause of action on behalf of any such parties for specific enforcement, damages or other relief at law or in equity.

F. Public Ownership. Upon completion of construction of the sanitary sewer and water system (including the lift station and force main) extensions to and through the SUBJECT REALTY, including the extension of the water system along Illinois State Route 38, and following approval of said construction by the city engineer as being consistent with the approved FINAL ENGINEERING and the CODE, WEST CHICAGO shall accept ownership of said improvements by bill of sale executed and delivered by DEVELOPER.

G. Surety. DEVELOPER shall post surety with WEST CHICAGO to secure completion of the public water main and sanitary sewer improvements herein contemplated. Surety may be posted in the form of a bond, subject to WEST CHICAGO attorney review, with all costs incurred by WEST CHICAGO for such attorney review being the responsibility of the DEVELOPER, on terms and conditions generally consistent with the form attached hereto as Exhibit "G" ("PERFORMANCE SURETY"). The surety shall be in the amount of 110% of the engineer's opinion of probable construction costs ("EOPC") to complete construction of the public water main and sanitary sewer improvements. Upon completion of construction of the public water main and sanitary sewer improvements herein contemplated and approval thereof by the City Engineer as being consistent with the FINAL ENGINEERING, Developer shall warrant the improvements for the period of 1 year and post surety with WEST CHICAGO in the amount of 10% of the EOPC to secure said warranty ("GUARANTY SURETY"). WEST CHICAGO shall release the PERFORMANCE SURETY at such time as the GUARANTY SURETY is posted. WEST CHICAGO shall release the PERFORMANCE SURETY at such time as the warranty period expires.

H. Storm Sewers. DEVELOPER hereby agrees that the homeowners' association ("ASSOCIATION") to be established as part of the approval of the DEVELOPMENT shall, among other things, own, maintain, and otherwise be responsible for the repair, replacement, and remedy of all storm sewer infrastructure within SUBJECT REALTY. PARTIES agree that WEST CHICAGO shall take no responsibility to repair, replace or otherwise maintain storm sewer infrastructure within SUBJECT REALTY.

I. Permitting. WEST CHICAGO acknowledges and agrees that certain infrastructure associated with the DEVELOPMENT will be constructed within certain rights-of-way operated by either the Illinois Department of Transportation ("IDOT") or Winfield Township ("TOWNSHIP"). Work occurring within either the IDOT or TOWNSHIP right-of-way may require one or more construction permits issued by IDOT or the TOWNSHIP, as may be applicable. WEST CHICAGO shall execute and issue Illinois Environmental Permit Agency applications as may be necessary to construct water or sanitary sewer connections prior to the issuance of permits from IDOT or the TOWNSHIP. Further, provided that DEVELOPER has submitted permit applications to IDOT, WEST CHICAGO shall issue such construction permits as may be reasonably required by DEVELOPER to commence construction of the water and sanitary sewer improvements provided that any such permit may require that no work is commenced in the IDOT right-of-way until IDOT has authorized said work. To the extent that more than one permit is required with respect to the work to be completed within the IDOT right-of-way, DEVELOPER shall be permitted to proceed with the work in phases and WEST CHICAGO shall authorize utility connections accordingly. Notwithstanding the foregoing, all of the utility connections within the IDOT right-of-way shall be completed prior to WEST CHICAGO permitting a water connection for the forty-fifth (45<sup>th</sup>) home to be constructed on the SUBJECT REALTY.

J. Insurance. As a condition of any permit issued by WEST CHICAGO, DEVELOPER shall furnish to WEST CHICAGO evidence of commercial general liability insurance in the amount of at least \$5,000,000 covering the construction activities of the DEVELOPER contemplated by this AGREEMENT.



The certificate of insurance shall name WEST CHICAGO as an additional insured. DEVELOPER shall also carry worker's compensation insurance with minimum policy limits in accordance with Illinois law.

K. Utility Installations. WEST CHICAGO shall allow DEVELOPER to install Commonwealth Edison and other necessary utilities in the front yard utility easements as shown on the Preliminary Plat.

L. Homeowners' Association. DEVELOPER shall, prior to the conveyance of any residential structure constructed upon the SUBJECT REALTY, record a declaration of covenants, conditions and restrictions ("DECLARATION") to govern the use and operation of the SUBJECT REALTY. A copy of the draft DECLARATION has been provided to the CITY concurrent with the review and approval of the PRELIMINARY PLAT. The DECLARATION shall provide for the formation of an ASSOCIATION. The ASSOCIATION shall be formed once thirty (30) percent of the proposed residential units are constructed and become occupied. All of the owners of any portion of the SUBJECT REALTY shall be members of the ASSOCIATION. The ASSOCIATION shall be minimally responsible for the ownership, operation, maintenance, repair and replacement of any outlots created as part of the SUBJECT REALTY and for any improvements thereto. The members of the ASSOCIATION shall be responsible for the payment of such sums as are necessary and appropriate to conduct the business of the ASSOCIATION. Without of the consent of the CITY, the provisions of the draft DECLARATION contained in Article 6.02(c) (regarding payment of budget shortfalls) and Article 6.08 (regarding Initial Capital Contribution) shall not be modified to reduce or eliminate the financial liability contained therein. The ASSOCIATION shall assume the obligations of DEVELOPER under the terms of this AGREEMENT as of the date that DEVELOPER conveys its interest in the outlots to the ASSOCIATION.

## **ARTICLE VII**

### **SCHOOL, PARK, LIBRARY AND FIRE PROTECTION DISTRICT CONTRIBUTIONS**

A. Applicable Requirements and Payment Terms. Except as modified by this AGREEMENT, as a condition of the issuance of the first new construction building permit(s) with respect to each lot comprising the SUBJECT REALTY, the DEVELOPER shall pay impact fees in-lieu-of land dedication in accordance with Appendix B of the Code (the "SUBDIVISION REGULATIONS"), specifically Appendix D of the SUBDIVISION REGULATIONS ("IMPACT FEES"). Prior to annexation of the SUBJECT REALTY, the IMPACT FEES shall be paid on a per lot basis to the County of DuPage upon receipt of the first new construction building permit for each lot. Upon annexation of the SUBJECT REALTY to WEST CHICAGO, the IMPACT FEES shall be paid on a per lot basis directly to WEST CHICAGO upon receipt of the first new construction building permit for each lot. To the extent that IMPACT FEES for any lot were paid to the County of DuPage prior to annexation of the SUBJECT REALTY to WEST CHICAGO, no fees shall be payable to WEST CHICAGO upon annexation of said lot to WEST CHICAGO. Except for the IMPACT FEES set forth in Article VII(B) below, no other IMPACT FEES shall be under the CODE with respect to the SUBJECT REALTY.

B. Fee Adjustments for Age-Restriction. The IMPACT FEES associated with the DEVELOPMENT that are payable to the applicable taxing districts shall be in accordance with Appendix D of the CITY's Subdivision Regulations Code. The Parties acknowledge and agree that the County of DuPage imposed a condition on the special use governing the development of the SUBJECT REALTY that the DEVELOPMENT would be age-restricted in accordance with the Housing For Older Persons Act of 1995. The IMPACT FEES payable with respect to the DEVELOPMENT shall be adjusted for Community High School District 94 and West Chicago Elementary School District 33 according agreement between DEVELOPER and the district(s) if, and only if, the CITY receives concurrence in writing from the authorized representatives from said districts. If such documentation is not received from a particular district, then the IMPACT FEES owed to that particular district shall be based on Appendix D of the City's Subdivision Code.



**ARTICLE VIII**  
**OTHER FEES**

As of the date of this AGREEMENT, DEVELOPER has paid to WEST CHICAGO an annexation application fee in the amount of one thousand three hundred and 00/100<sup>TH</sup> Dollars (\$1,300.00). No other fees or charges shall be payable with respect to the SUBJECT REALTY associated with the approval of this AGREEMENT or the approval of the PRELIMINARY PLAT as herein contemplated. DEVELOPER shall be responsible for payment of applicable fees pursuant to Appendix G of the Code for approval of the FINAL PLAT as herein contemplated. The DEVELOPER and WEST CHICAGO contemplate that WEST CHICAGO will issue permits for connection of the SUBJECT REALTY to WEST CHICAGO sanitary sewer and water system and that DEVELOPER will pay said permit fees and all required engineering inspection fees associated with, and required for, said connection consistent with the terms set forth in Article VI of this AGREEMENT prior to the issuance of said permits for connection. Prior to annexation of the SUBJECT REALTY to WEST CHICAGO, DEVELOPER shall not be responsible for the payment of any other permit fees or charges to WEST CHICAGO associated with the DEVELOPMENT contemplated to occur through the County of DuPage. In the event that the SUBJECT REALTY is annexed to WEST CHICAGO prior to the completion of the DEVELOPMENT in the County of DuPage, then DEVELOPER shall be responsible for payment of subject fees and charges to WEST CHICAGO consistent with the generally applicable fee schedule for all property located in WEST CHICAGO as set forth in the CODE. In accordance with Section 19.1 of Appendix G of the CODE, DEVELOPER shall reimburse WEST CHICAGO for such professional fees and costs as shall actually be incurred by WEST CHICAGO, in the event that WEST CHICAGO, in its sole and exclusive discretion, determines that it is necessary or desirable to obtain professional services, including, but not limited to, attorneys, engineers, planners, architects, surveyors, traffic, drainage or other consultants, and/or to incur costs related to any required notices or recordation, in connection with the any application or petition filed by the DEVELOPER.

**ARTICLE IX**  
**ANNEXATION CORRIDOR AND EASEMENTS**

The PARTIES acknowledge that WEST CHICAGO is working with the owners of certain property located between the corporate boundary of WEST CHICAGO and the SUBJECT REALTY concerning an agreement for an annexation corridor and other rights with respect to the extension of public utilities. The Parties agree that WEST CHICAGO shall be solely responsible for the negotiation of any such agreements and that WEST CHICAGO shall be solely and exclusively responsible for any fees, contributions, penalties, costs or other payments associated with said agreements or any work to be performed under said agreements.

**ARTICLE X**  
**RECAPTURE**

In the event that DEVELOPER constructs and installs any on or off-site public improvements (i.e. force main and lift station) contemplated by this Agreement or required by the CODE, and such improvements are constructed in a fashion that benefits owners, developers or users of property other than the DEVELOPMENT, then WEST CHICAGO and DEVELOPER shall enter into a recapture agreement in accordance with 65 ILCS 5/9-5-1 et. seq., in form and substance acceptable to WEST CHICAGO and DEVELOPER, which recapture agreement shall provide, among other things, that the DEVELOPER shall be entitled to reimbursements from the owners, developers and users of property other than the DEVELOPMENT benefited by such public improvements for that portion of the actual costs, together



with reasonable interest thereon, to design, construct and install such improvements which benefit the owners, developers or users of property other than the DEVELOPMENT, provided, however, that such reimbursements shall be conditioned upon the actual development, use or occupancy of such property in a manner that uses or accesses the benefits provided by the public improvements. In advance of any recapture agreement or amendment to the recapture agreement, the DEVELOPER shall prepare a study acceptable to WEST CHICAGO demonstrating the degree of proportional benefit.

**ARTICLE XI**  
**MISCELLANEOUS PROVISIONS**

A. Recordation. The PARTIES agree to do all things necessary to cause this AGREEMENT to be recorded in the Office of the Recorder of Deeds, DuPage County, Illinois. The DEVELOPER shall be responsible for payment of all applicable document recording fees.

B. Notices. All notices hereunder shall be in writing and must be served either personally or be registered or certified mail, postage prepaid, to any such other person or place which any PARTY hereto, by its prior written notice, shall designate for notice to it from the other PARTIES hereto.

WEST CHICAGO:	City of West Chicago c/o City Administrator 475 Main Street West Chicago, Illinois 60185
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DEVELOPER:	Pulte Home Company, LLC 1900 E. Golf Road, Suite 300 Schaumburg, Illinois 60173
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COPY to:	Rosanova & Whitaker, Ltd. 127 Aurora Ave Naperville, Illinois 60540 c/o Russell Whitaker
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C. Binding Effect, Term and Amendment. Except as otherwise herein provided, this AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto, successor owners of record of the SUBJECT REALTY, their assigns, lessees and upon any successor municipal authority of WEST CHICAGO, for a period of twenty (20) years from the EFFECTIVE DATE. Changes to the plans approved pursuant to this AGREEMENT may be approved as required under the CODE and shall not require an amendment of this AGREEMENT. It is the intent of the PARTIES that DEVELOPER is liable under this AGREEMENT only to the extent of DEVELOPER'S retained interest in the SUBJECT REALTY. At such time as DEVELOPER conveys any portion of the SUBJECT REALTY, the successor in interest to DEVELOPER shall be bound by the terms of this AGREEMENT and shall be liable for the obligations hereunder with respect to that portion of the SUBJECT REALTY acquired by said successor in interest. Within ten (10) days of a conveyance by DEVELOPER, the successor in interest shall notify WEST CHICAGO in writing of such conveyance and shall promptly provide WEST CHICAGO with the security instrument as required in Article VI of this AGREEMENT ensuring completion of any and all outstanding public improvements. DEVELOPER shall have no continuing obligation or liability under this Agreement once DEVELOPER has conveyed all of its interest in the SUBJECT REALTY.



It is the intent of the PARTIES that this Agreement and the associated zoning ordinances would be approved by the WEST CHICAGO and thereafter executed by the PARTIES within one hundred and twenty (120) days, but that the documentation would be submitted into a closing escrow and would not be recorded until such time as the DEVELOPER acquires the SUBJECT REALTY. This AGREEMENT shall be effective upon the date it is first recorded against the SUBJECT REALTY (the "EFFECTIVE DATE"). The foregoing notwithstanding, the EFFECTIVE DATE shall be on or before December 31, 2020 ("OUTSIDE DATE") unless that date is extended by a vote of 2/3rds of the CORPORATE AUTHORITIES of WEST CHICAGO. If the AGREEMENT is not recorded by the OUTSIDE DATE as extended, this AGREEMENT shall be deemed null and void and shall not thereafter be recorded.

It is hereby understood and agreed that this AGREEMENT is a covenant running with the land and is binding thereon. All persons who take title to any part of the SUBJECT REALTY shall comply with the provisions of this AGREEMENT. This AGREEMENT may be amended from time to time with the written consent of the PARTIES hereto, pursuant to statute in such case made and provided.

D. Severability. This AGREEMENT is entered into pursuant to the provisions of 65 ILCS 5/11-15.1-1 et seq., as amended. In the event any part of portion of this AGREEMENT, or any provision, clause, wording or designation contained within this AGREEMENT is held to be invalid by any court of competent jurisdiction, such part, portion, provision, clause, wording or designation shall be deemed to be excised from this AGREEMENT and the invalidity thereof shall not affect the remaining portions hereof.

E. Enforceability. This AGREEMENT shall be enforceable in any court of competent jurisdiction by any of the PARTIES hereto by any appropriate action at law or in equity, including, without limitation, the right of any PARTY hereto to seek specific performance of the terms hereof.

F. Survival of Representations: Each of the PARTIES hereto, for themselves, their successors, assigns, heirs, devisees and personal representatives, agrees that the warranties and recitals set forth in the preambles hereto are material to this AGREEMENT, and the PARTIES hereby confirm and admit their truth and validity and hereby incorporate such representations, warranties and recitals into this AGREEMENT, and the same shall continue during the term of this AGREEMENT. The provisions of this AGREEMENT shall survive the annexation and zoning of the SUBJECT REALTY by WEST CHICAGO, and shall not be merged or expunged by such annexation and zoning.

G. Gender. Unless the provisions of this AGREEMENT otherwise require, words imparting the masculine gender shall include the feminine; words imparting the singular number shall include the plural; and words imparting the plural shall include the singular.

H. Captions and Paragraph Headings. The captions and paragraph headings incorporated herein are for reference only and are not part of this AGREEMENT.

I. Changes in Regulations. It is the intent of the PARTIES that the SUBJECT REALTY be developed in accordance with the FINAL PLAT and the FINAL ENGINEERING. To the extent and that changes to CODE would conflict with either the FINAL PLAT or the FINAL ENGINEERING said changes shall be inapplicable with respect to the SUBJECT REALTY for the term of this AGREEMENT. Additionally, it is the intent of the PARTIES that no residential fire sprinkler systems would be required as a condition of any permit issued for the SUBJECT REALTY and that any changes to the CODE which would impose a residential fire sprinkler requirement would be inapplicable to the SUBJECT REALTY for the term of this AGREEMENT.

SIGNATURE PAGES TO FOLLOW

DRAFT DOCUMENT

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the date first above written.

CITY OF WEST CHICAGO,  
an Illinois Municipal Corporation,

By: \_\_\_\_\_  
Mayor, Ruben Pineda

ATTEST:

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

STATE OF ILLINOIS    )  
  ) SS.  
COUNTY OF DU PAGE    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ruben Pineda, Mayor of the CITY OF WEST CHICAGO, and Nancy Smith, City Clerk of said City, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and City Clerk, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth; and the said City Clerk then and there acknowledged that she, as custodian of the corporate seal of said City, did affix the corporate seal of said City to said instrument, as her own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_,  
2020.

\_\_\_\_\_  
Notary Public

DRAFT DOCUMENT

DEVELOPER  
PULTE HOME COMPANY, LLC  
A Michigan limited liability company

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

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

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF DU PAGE        )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the \_\_\_\_\_, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_,  
2020.

\_\_\_\_\_  
Notary Public



Exhibit "A"

SUBJECT REALTY Legal Description

Exhibit "B"

Plat of Annexation

Exhibit "C"

Petition for Annexation

Exhibit "D"

Draft Annexation Ordinance

Exhibit "E"

Preliminary Plat of Subdivision

Exhibit "F"

Preliminary Engineering Plan

Exhibit "G"

Performance Surety

DRAFT DOCUMENT

**Exhibit "A"**  
**SUBJECT REALTY Legal Description**

### **LEGAL DESCRIPTION**

THE NORTH 370 FEET OF THE WEST 379.30 FEET OF THE FOLLOWING DESCRIBED PROPERTY: THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION AFORESAID; THENCE WEST ALONG THE NORTH LINE OF SAID QUARTER SECTION 663.8 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 512.87 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION, 669.2 FEET; THENCE NORTH 512.87 FEET TO THE NORTH LINE OF SAID QUARTER SECTION; THENCE EAST 669.2 FEET TO THE POINT OF BEGINNING, IN DU PAGE COUNTY, ILLINOIS, EXCEPTING THEREFROM THE NORTH 78.92 FEET THEREOF.

THE SOUTH 229.73 FEET OF THE NORTH 599.73 FEET OF THE WEST 379.3 FEET OF THE FOLLOWING DESCRIBED PROPERTY: THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 23 AFORESAID; THENCE WEST ALONG THE NORTH LINE OF SAID QUARTER SECTION 663.8 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 512.87 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION 669.2 FEET; THENCE NORTH 512.87 FEET TO THE NORTH LINE OF SAID QUARTER SECTION; THENCE EAST 669.2 FEET TO THE POINT OF BEGINNING; AND THAT PART OF LOT 1, EXCEPT THAT PART THEREOF LYING SOUTH OF THE NORTH LINE OF LOT 2 EXTENDED WESTERLY TO THE WEST LINE OF LOT 1 OF WILLIAM A. MOYER'S ASSESSMENT PLAT OF PART OF SECTION 23, AFORESAID, RECORDED MAY 10, 1951 AS DOCUMENT 622994, ALL IN DU PAGE COUNTY, ILLINOIS.

THAT PART OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 23 AND RUNNING THENCE NORTH 88 DEGREES 23 MINUTES 19 SECONDS EAST ON THE NORTH LINE OF SAID SECTION 23, 1334.75 FEET; THENCE SOUTH 0 DEGREES 24 MINUTES 13 SECONDS EAST ALONG AN OLD FENCE LINE AND ALONG THE WEST LINE OF W. A. MOYER'S ASSESSMENT PLAT, 1747.56 FEET TO THE CENTER LINE OF PURNELL ROAD; THENCE NORTH 43 DEGREES 09 MINUTES WEST ALONG SAID CENTER LINE, 1964.24 FEET TO THE WEST LINE OF SAID SECTION 23; THENCE NORTH 0 DEGREES 39 MINUTES 13 SECONDS WEST ALONG SAID WEST LINE, 276.96 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS, EXCEPTING THEREFROM THE NORTH 78.92 FEET OF THE EAST 301.31 FEET THEREOF.



DRAFT DOCUMENT

Exhibit "B"  
Plat of Annexation

## PARCEL DESCRIPTION

[illegible][illegible]CITY OF WEST CHICAGO AND  
CITY COUNCIL APPROVAL CERTIFICATE

STATE OF ILLINOIS) ss.  
COUNTY OF DUPAGE)

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

DUPAGE COUNTY RECORDER CERTIFICATE

\$5 (SOM)

THIS PLAT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY,  
ILLINOIS, ON THE \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2018, AT \_\_\_\_\_  
CLOCK \_\_\_\_ M. AS DOCUMENT NUMBER \_\_\_\_\_

**COUNTY RECORDS**

SURVEYOR'S CERTIFICATE

STATE OF RHODE ISLAND SS.

THIS IS TO CERTIFY THAT I, PETER A. BLAESER, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE PLATTED FOR THE PURPOSE OF ANNOTATION TO THE CITY OF WEST CHICAGO, ILLINOIS, THE PROPERTY SHOWN AND DESCRIBED ON THE ANNOTED PLAT, WHICH TO THE BEST OF OUR KNOWLEDGE AND BELIEF IS A CORRECT REPRESENTATION THEREOF.

COPIES OF THE REPORT WILL BE MADE AVAILABLE TO THE PUBLIC AT THE FOLLOWING OFFICES:

THE

Signature: \_\_\_\_\_

FOR A. B. BAKER  
BUILDINGS PROFESSIONAL LAND SURVEYOR NO. 3072

MY REGISTRATION EXPIRES ON NOVEMBER 30, 2020  
PROFESSIONAL DESIGN FIRM LICENSE NUMBER 194-002937

1170455 05/2004 50, 2021

100

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Exhibit "C"  
Petition for Annexation



STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF DUPAGE        )

**PETITION FOR ANNEXATION**

TO: Mayor & City Council  
City of West Chicago  
DuPage County, Illinois

THE PETITIONER, David J. Tyznik, as General Partner of Trillium Company, as sole beneficiary of Chicago Title Land Trust Company as Successor Trustee to LaSalle Bank National Association, as Successor Trustee to American National Bank and Trust Company of Chicago, as Trustee under a Trust Agreement dated February 25, 1987 and known as Trust No. 1029, as owner of the approximately 30 acres located at 28W571 Roosevelt Road in unincorporated DuPage County, which property is legally described on **Exhibit A**, attached hereto and made a part hereof (the "Property"), hereby requests that the City of West Chicago take the necessary and appropriate action, pursuant to state and local law, to annex the Property to the City of City of West Chicago subject to the terms of a mutually agreeable annexation agreement.

In support of this Petition for Annexation, the undersigned hereby swears to the following under oath and penalty of perjury:

1. Chicago Title Land Trust Company as Successor Trustee to LaSalle Bank National Association, as Successor Trustee to American National Bank and Trust Company of Chicago, as Trustee under a Trust Agreement dated February 25, 1987 and known as Trust No. 1029 is the sole owner of the Property legally described on Exhibit A, attached hereto;
2. The Property is unincorporated and is not presently located in the jurisdiction of any other municipality;
3. The Property is contiguous to the City of West Chicago, lies within the planning jurisdiction of the City of West Chicago and is identified in the City's Comprehensive Plan for development with the corporate limits of the City of West Chicago; and
4. There are no electors residing on the Property.

WHEREFORE, Chicago Title Land Trust Company as Successor Trustee to LaSalle Bank National Association, as Successor Trustee to American National Bank and Trust Company of Chicago, as Trustee under a Trust Agreement dated February 25, 1987 and known as Trust No. 1029, hereby respectfully requests that the City take such action as is necessary and appropriate to annex the Property to the City of West Chicago subject to and conditioned upon the terms of a mutually agreeable annexation agreement, which annexation agreement shall: i) be drawn by and between the City of West Chicago and Pulte Home Company, LLC a Michigan limited liability company or its assignee ("Developer"); ii) become effective only upon Petitioner's conveyance of

the Property to Developer; iii) set forth the terms upon which the Property shall be annexed to the City of West Chicago; and iv) set forth such other rights and obligations with respect to the Property as the City and Developer may mutually agree.

OWNER

Chicago Title Land Trust Company as Successor  
Trustee to LaSalle Bank National Association, as  
Successor Trustee to American National Bank and  
Trust Company of Chicago, as Trustee under a Trust  
Agreement dated February 25, 1987 and known as Trust No. 1029

By: Trillium Company, its sole beneficiary

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

Name: David J. Tyznik

Its: General Partner

STATE OF ILLINOIS        )  
                                      ) SS.  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO  
HEREBY CERTIFY THAT \_\_\_\_\_, personally known to me to be the  
same person whose name is subscribed to the foregoing document, appeared before me this day  
in person and acknowledged to me that, as the General Partner of Trillium Company as sole  
beneficiary of Chicago Title Land Trust Company as Successor Trustee to LaSalle Bank  
National Association, as Successor Trustee to American National Bank and Trust Company of  
Chicago, as Trustee under a Trust Agreement dated February 25, 1987 and known as Trust No.  
1029, he was duly authorized and signed and delivered the foregoing document as his free and  
voluntary act by and on behalf of Chicago Title Land Trust Company as Successor Trustee to  
LaSalle Bank National Association, as Successor Trustee to American National Bank and Trust  
Company of Chicago, as Trustee under a Trust Agreement dated February 25, 1987 and known  
as Trust No. 1029 for the uses and purpose therein set forth.

Given under my hand and Notarial Seal as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_



**EXHIBIT A**  
**LEGAL DESCRIPTION**

THE NORTH 370 FEET OF THE WEST 379.30 FEET OF THE FOLLOWING DESCRIBED PROPERTY: THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION AFORESAID; THENCE WEST ALONG THE NORTH LINE OF SAID QUARTER SECTION 663.8 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 512.87 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION, 669.2 FEET; THENCE NORTH 512.87 FEET TO THE NORTH LINE OF SAID QUARTER SECTION; THENCE EAST 669.2 FEET TO THE POINT OF BEGINNING, IN DU PAGE COUNTY, ILLINOIS, EXCEPTING THEREFROM THE NORTH 78.92 FEET THEREOF.

THE SOUTH 229.73 FEET OF THE NORTH 599.73 FEET OF THE WEST 379.3 FEET OF THE FOLLOWING DESCRIBED PROPERTY: THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 23 AFORESAID; THENCE WEST ALONG THE NORTH LINE OF SAID QUARTER SECTION 663.8 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 512.87 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION 669.2 FEET; THENCE NORTH 512.87 FEET TO THE NORTH LINE OF SAID QUARTER SECTION; THENCE EAST 669.2 FEET TO THE POINT OF BEGINNING; AND THAT PART OF LOT 1, EXCEPT THAT PART THEREOF LYING SOUTH OF THE NORTH LINE OF LOT 2 EXTENDED WESTERLY TO THE WEST LINE OF LOT 1 OF WILLIAM A. MOYER'S ASSESSMENT PLAT OF PART OF SECTION 23, AFORESAID, RECORDED MAY 10, 1951 AS DOCUMENT 622994, ALL IN DU PAGE COUNTY, ILLINOIS.

THAT PART OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 23 AND RUNNING THENCE NORTH 88 DEGREES 23 MINUTES 19 SECONDS EAST ON THE NORTH LINE OF SAID SECTION 23, 1334.75 FEET; THENCE SOUTH 0 DEGREES 24 MINUTES 13 SECONDS EAST ALONG AN OLD FENCE LINE AND ALONG THE WEST LINE OF W. A. MOYER'S ASSESSMENT PLAT, 1747.56 FEET TO THE CENTER LINE OF PURNELL ROAD; THENCE NORTH 43 DEGREES 09 MINUTES WEST ALONG SAID CENTER LINE, 1964.24 FEET TO THE WEST LINE OF SAID SECTION 23; THENCE NORTH 0 DEGREES 39 MINUTES 13 SECONDS WEST ALONG SAID WEST LINE, 276.96 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS, EXCEPTING THEREFROM THE NORTH 78.92 FEET OF THE EAST 301.31 FEET THEREOF.



STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF DUPAGE        )

**PETITION FOR ANNEXATION**

TO: Mayor & City Council  
City of West Chicago  
DuPage County, Illinois

THE PETITIONER, Pulte Home Company, LLC, a Michigan limited liability company, as contract purchaser of the approximately 30 acres located at 28W571 Roosevelt Road in unincorporated DuPage County, which property is legally described on **Exhibit A**, attached hereto and made a part hereof (the "Property"), hereby requests that the City of West Chicago take the necessary and appropriate action, pursuant to state and local law, to annex the Property to the City of City of West Chicago subject to the terms of a mutually agreeable annexation agreement.

In support of this Petition for Annexation, the undersigned hereby swears to the following under oath and penalty of perjury:

1. Chicago Title Land Trust Company as Successor Trustee to LaSalle Bank National Association, as Successor Trustee to American National Bank and Trust Company of Chicago, as Trustee under a Trust Agreement dated February 25, 1987 and known as Trust No. 1029 is the sole owner of the Property legally described on Exhibit A, attached hereto;
2. The Property is unincorporated and is not presently located in the jurisdiction of any other municipality;
3. The Property is contiguous to the City of West Chicago, lies within the planning jurisdiction of the City of West Chicago and is identified in the City's Comprehensive Plan for development with the corporate limits of the City of West Chicago; and
4. There are no electors residing on the Property.

WHEREFORE, Pulte Home Company, LLC, hereby respectfully requests that the City take such action as is necessary and appropriate to annex the Property to the City of West Chicago subject to and conditioned upon the terms of a mutually agreeable annexation agreement, which annexation agreement shall: i) be drawn by and between the City of West Chicago and Pulte Home Company, LLC a Michigan limited liability company or its assignee; ii) become effective only upon conveyance of the Property from Chicago Title Land Trust Company as Successor Trustee to LaSalle Bank National Association, as Successor Trustee to American National Bank and Trust Company of Chicago, as Trustee under a Trust Agreement dated February 25, 1987 and known as Trust No. 1029 to Pulte Home Company, LLC; iii) set forth the terms upon which the Property shall be annexed to the City of West Chicago; and iv) set forth such other rights and obligations with respect to the Property as the City and Developer may mutually agree.

PETITIONER

Pulte Home Company, LLC, a Michigan  
limited liability company

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

Name:

Its:

STATE OF ILLINOIS        )  
                                      ) SS.  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO  
HEREBY CERTIFY THAT \_\_\_\_\_, personally known to me to be the  
same person whose name is subscribed to the foregoing document, appeared before me this day  
in person and acknowledged to me that, as the \_\_\_\_\_, of Pulte  
Home Company, LLC, a Michigan limited liability company, he was duly authorized and signed  
and delivered the foregoing document as his free and voluntary act by and on behalf of Pulte  
Home Company, LLC for the uses and purpose therein set forth.

Given under my hand and Notarial Seal as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_



**EXHIBIT A**  
**LEGAL DESCRIPTION**

THE NORTH 370 FEET OF THE WEST 379.30 FEET OF THE FOLLOWING DESCRIBED PROPERTY: THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION AFORESAID; THENCE WEST ALONG THE NORTH LINE OF SAID QUARTER SECTION 663.8 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 512.87 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION, 669.2 FEET; THENCE NORTH 512.87 FEET TO THE NORTH LINE OF SAID QUARTER SECTION; THENCE EAST 669.2 FEET TO THE POINT OF BEGINNING, IN DU PAGE COUNTY, ILLINOIS, EXCEPTING THEREFROM THE NORTH 78.92 FEET THEREOF.

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THAT PART OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 23 AND RUNNING THENCE NORTH 88 DEGREES 23 MINUTES 19 SECONDS EAST ON THE NORTH LINE OF SAID SECTION 23, 1334.75 FEET; THENCE SOUTH 0 DEGREES 24 MINUTES 13 SECONDS EAST ALONG AN OLD FENCE LINE AND ALONG THE WEST LINE OF W. A. MOYER'S ASSESSMENT PLAT, 1747.56 FEET TO THE CENTER LINE OF PURNELL ROAD; THENCE NORTH 43 DEGREES 09 MINUTES WEST ALONG SAID CENTER LINE, 1964.24 FEET TO THE WEST LINE OF SAID SECTION 23; THENCE NORTH 0 DEGREES 39 MINUTES 13 SECONDS WEST ALONG SAID WEST LINE, 276.96 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS, EXCEPTING THEREFROM THE NORTH 78.92 FEET OF THE EAST 301.31 FEET THEREOF.



DRAFT DOCUMENT

Exhibit "D"  
Draft Annexation Ordinance

## EXHIBIT "D"

### ORDINANCE NO. XXXX-O-XXXX

#### AN ORDINANCE OF THE CITY OF WEST CHICAGO, ILLINOIS, PROVIDING FOR THE ANNEXATION OF CERTAIN TERRITORY LOCATED AT 28W541 ROOSEVELT ROAD AND 28W700 PURNELL ROAD

WHEREAS, there has been filed with the City Clerk of the City of West Chicago, DuPage County, Illinois, a Petition under oath requesting that the property described on the Plat of Annexation Exhibit "A" attached hereto and made a part hereof be annexed to the City; and,

WHEREAS, said Petition was presented to the City on or about \_\_\_\_\_, pursuant to the provisions of 65 ILCS 5/7-1-89, as amended; and,

WHEREAS, said Petition was included as Exhibit "C" of the pre-annexation agreement approved by Resolution No. \_\_\_\_\_ by the City Council on \_\_\_\_\_; and,

WHEREAS, said Petition was signed at that time by the owner of record of the property heretofore legally described on Exhibit "A" and no electors reside upon the premises; and,

WHEREAS, said property is not within the corporate limits of any municipality and portions thereof are contiguous to the corporate limits of the City of West Chicago; and,

WHEREAS, the statutes of the State of Illinois provide that upon the filing of such a Petition, the corporate authorities of the City of West Chicago may pass an ordinance annexing said territory to the City, if said ordinance is passed by a majority of the Corporate Authorities; and,

WHEREAS, all notices required by law were provided for this annexation request on \_\_\_\_\_; and

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

Section 1. The subject territory legally described in Exhibit "A" being indicated on the Plat of Annexation to the City of West Chicago, which is appended to and made part of this ordinance, is hereby annexed to the City of West Chicago, County of DuPage, and State of Illinois.

Section 2. The City Clerk is hereby directed to record with the DuPage County Recorder and to file with the DuPage County Clerk a certified copy of this ordinance, together with the Plat of Annexation, appended to this Ordinance.

Section 3. That the City Clerk shall and is hereby authorized to file with the Executive Director of the DuPage County Board of Election Commissioners a certified copy of this Ordinance together with an accurate map of the territory annexed appended thereto.

## EXHIBIT "D"

Section 4. All ordinances and resolutions, or parts thereof, in conflict with this ordinance are hereby repealed.

Section 5. That this Ordinance shall be in full force and effect after its passage, approval and publication in pamphlet form as provided by law.

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

Alderman Beifuss	_____	Alderman Chassee	_____
Alderman Sheehan	_____	Alderman Brown	_____
Alderman Hallett	_____	Alderman Ferguson	_____
Alderman Birch-Ferguson	_____	Alderman Dimas	_____
Alderman Swiatek	_____	Alderman Garling	_____
Alderman Stout	_____	Alderman Short	_____
Alderman Ligino-Kubinski	_____	Alderman Jakabcsin	_____

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

APPROVED this \_\_\_\_ day of \_\_\_\_\_.

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

ATTEST:

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

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



**EXHIBIT “D”**

**EXHIBIT “A”**

(Attach the Plat of Annexation here)

DRAFT DOCUMENT

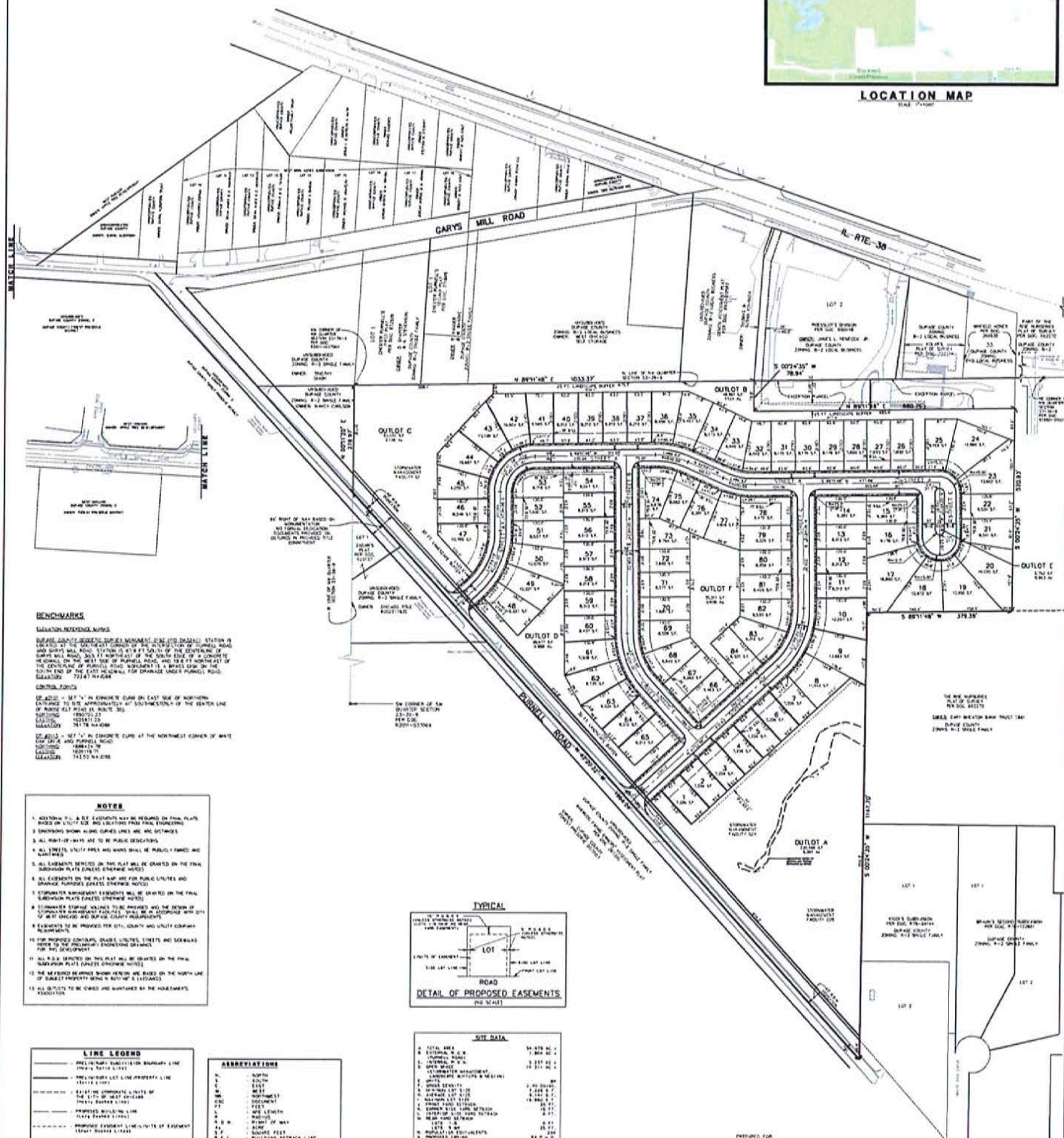
**Exhibit "E"**  
Preliminary Plat of Subdivision

**TRILLIUM FARM**  
DUPAGE COUNTY, IL

BEING A PART OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 23 NORTH,  
RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DAPAGE COUNTY, ILLINOIS



### LOCATION MAP



**PULTE HOME COMPANY, LLC**  
1900 E. GOLF ROAD, SUITE 300  
SCHAUMBURG, IL 60173  
(847) 230-5400



57 CEMCON, Ltd

**CENCON, LTD.**  
Consulting Engineers, Land Surveyors & Planners  
2280 White Oak Drive, Suite 106  
Arlene, Texas 76010-2815

Fax: 832.942.1100      Fax: 832.942.1199  
 E-mail: [info@camusa.com](mailto:info@camusa.com)      Website: [www.camusa.com](http://www.camusa.com)

LINE NO: 00135 FILE NAME: FREQU  
CHAMP BY: LAL FLD. NO. / PG. NO: 00135-22 & 00135-48  
CROSS-SECTION: 100-20-10 100-20-10 100-20-10

COMPLETION DATE: 08-23-18 JOB NO.: A02135  
08-23-18 A.M. REWORK PER MEETING = 0.7% OF MEET ENCL 01  
08-28-18 A.M. REWORK PER 12 A.M. MEETING = 0.7% OF MEET ENCL 02





DRAFT DOCUMENT

Exhibit "F"  
Preliminary Engineering Plan



BEING A PART OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 39 NORTH,  
RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS

BEING A PART OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 39 NORTH,  
RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS





DRAFT DOCUMENT

Exhibit "G"  
Performance Surety

## CITY OF WEST CHICAGO

### CITY COUNCIL AGENDA ITEM SUMMARY

**ITEM TITLE:**

Public Utility Easement Agreement  
Pulte Home Company, LLC  
29W066 and 29W080 Gary's Mill Road  
  
Resolution No. 20-R-0029

**AGENDA ITEM NUMBER:** 11. B.**FILE NUMBER:** \_\_\_\_\_**COMMITTEE AGENDA DATE:** \_\_\_\_\_**COUNCIL AGENDA DATE:** June 15, 2020**STAFF REVIEW:** Tom Dabareiner, AICP**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael Guttman**SIGNATURE** \_\_\_\_\_**ITEM SUMMARY:**

As part of the Trillium Farm residential development on Purnell Road, Pulte Home Company, LLC has drafted public utility easement agreements to allow the extension of City sewer and water through private properties located at 29W066 Gary's Mill Road and 29W080 Gary's Mill Road. The same individual owns both of these properties. The property owner has agreed to the proposed public utility easement through these properties and signed agreements stating such.

As the grantee of these public utility easements, the City is a signatory to the agreements. Staff has reviewed the agreements and found them to be acceptable.

**ACTION PROPOSED:**

Consideration of the public utility easement agreements for 29W066 Gary's Mill Road and 29W080 Gary's Mill Road.

**Attachments:**

Resolution

Public Utility Easement Agreements

**RESOLUTION NO. 20-R-0029**

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A PUBLIC  
UTILITY EASEMENT AGREEMENT FOR  
29W066 GARY'S MILL ROAD AND 29W080 GARY'S MILL 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 sign an agreement for a public utility easement for 29W066 Gary's Mill Road and 29W080 Gary's Mill Road according to the agreements as attached hereto and incorporated herein as Exhibit "A".

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2020.

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

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

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

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

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

ATTEST:

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



Prepared by & Mail To:  
Russell G. Whitaker III  
127 Aurora Avenue  
Naperville, Illinois 60540

### **UTILITY EASEMENT AGREEMENT**

This Utility Easement Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2020, by Carol Alderson Trust dated August 26, 2014 ("Owner"); Pulte Home Company, LLC, ("Pulte"); and the City of West Chicago, a municipal corporation (the "City").

### **WITNESSETH**

**WHEREAS**, the Owner owns property legally described in Exhibit "A" attached hereto and made a part hereof ("Owner Parcel"); and

**WHEREAS**, the Owner Parcel extends to the centerline of Gary's Mill Road, a public roadway under the jurisdiction of the Illinois Department of Transportation; and

**WHEREAS**, Pulte is the contract purchaser of certain property located south of the Owner Parcel which Pulte seeks to develop as a residential subdivision to be known as "Trillium Farm;" and

**WHEREAS**, the City has agreed to provide potable water and sanitary sewer services to facilitate the development of Trillium Farm; and

**WHEREAS**, Pulte seeks the right to extend water main, sanitary sewer main and other private utility services (i.e. natural gas, cable, electric, telephone) across a portion of the Owner Parcel to facilitate such utility installations as may be necessary and appropriate to service Trillium Farm (the "Utility Improvements"); and

**WHEREAS**, on the express conditions set forth herein, the Owner desires to grant a public utility easement over that portion of the Owner Parcel as more specifically described below to facilitate the installation of the Utility Improvements.

**NOW, THEREFORE,** for and in consideration of the promises and covenants herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

## **ARTICLE I GRANT OF EASEMENT**

1.1 **Utility Easement.** A public utility easement ("Utility Easement") is hereby granted to Pulte, the City of West Chicago, Illinois, and to those utility companies operating under franchise from the City of West Chicago, including but not limited to Ameritech, Nicor Gas Company, Commonwealth Edison, AT&T, their successors and assigns (collectively the "Grantees"), over that portion of the Owner Parcel depicted on Exhibit B (identified as as Alderson Trust) and legally described on Exhibit C as the Utility Easement Area ("Utility Easement Area"). Grantees shall have the perpetual right, privilege and authority to construct, reconstruct, repair, inspect, maintain and operate various utility collection and distribution systems, and including sanitary sewers and watermains together with any and all necessary manholes, catch basins, connections, appliances, valves, valve vaults, fire hydrants and other structures and appurtenances as may be deemed necessary by the City of West Chicago, over, upon, along, under and through said indicated Utility Easement Area, together with the right of access across the Owner Parcel for necessary personnel and equipment to do any of the above work. The Utility Easement is subject to the express condition that all utility lines be located underground and that the surface of the Utility Easement Area be used only if necessary for appurtenances such as fire hydrants, manholes or catch basins. The right is also granted to cut, trim or remove and trees, shrubs or other plants in the Utility Easement Area that interfere with the operation of the improvements installed therein. Said Utility Easement Area may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the rights granted herein.

## **ARTICLE II PAYMENT**

2.1 **Payment.** Pulte shall pay to Owner the sum of One Thousand Five Hundred and no/100 Dollars (\$1,500.00) in consideration of this Agreement (the "Payment"). Pulte shall make the Payment to Owner not later than five (5) days after the date that the Owner and the City have executed this Agreement and delivered an electronic copy thereof to Pulte. If Pulte fails to timely deliver the Payment, Owner's counsel may withhold delivery of the original signature page and terminate the agreement by written notice to Pulte. The recordation of this Agreement shall evidence satisfaction of the Payment obligation.

## **ARTICLE III REPRESENTATIONS, WARRANTIES & COVENANTS**

3.1 **City.** The City represents, warrants and covenants to Owner and Pulte as follows:



**3.1.1 Authority.** City has the authority and power to enter into this Agreement and to consummate the transaction provided for herein. This Agreement and all other documents executed and delivered by City constitute legal, valid, binding and enforceable obligations of City, and there are no claims or defenses, personal or otherwise, or offsets whatsoever to the enforceability or validity of this Agreement. The person executing this Agreement on behalf of City has been duly authorized to do so.

**3.1.2. No Forcible Annexation.** The City shall not forcibly annex, pursuant to any authority granted to it under the Illinois Municipal Code, the Owner Parcel to the City of West Chicago. The Owner Parcel may not be annexed to the City of West Chicago without the written consent of the owner of the Owner Parcel.

**3.1.3. Waiver of Recapture.** The City shall not collect or enforce any recapture on behalf of Pulte, the City or any other entity with respect to roadway improvements or utility extensions constructed across the frontage of the Owner Parcel.

**3.1.4 Utility Connections.** Owner has no obligation to connect to utilities that Pulte may construct across the frontage of the Owner Parcel. In the event that Owner desires to connect to any City owned and operated utilities located within the Utility Easement Area, the City shall permit said connection on the condition that the Owner Parcel is voluntarily annexed to the City. In the event that Owner elects to voluntarily annex the Owner Parcel and connect to West Chicago utilities, the City shall waive any annexation fee and any sanitary sewer and water tap-on fees for the Owner Parcel.

**3.2 Owner.** The Owner represents, warrants and covenants to the City and Pulte as follows:

**3.2.1 Authority.** Owner has the authority and power to enter into this Agreement and to consummate the transaction provided for herein. This Agreement and all other documents executed and delivered by Owner constitute legal, valid, binding and enforceable obligations of Owner, and there are no claims or defenses, personal or otherwise, or offsets whatsoever to the enforceability or validity of this Agreement. The person executing this Agreement on behalf of Owner has been duly authorized to do so.

**3.3 Pulte.** Pulte represents, warrants and covenants to Owner and the City as follows:

**3.3.1. Authority.** Pulte has the authority and power to enter into this Agreement and to consummate the transaction provided for herein. This Agreement and all other documents executed and delivered by Pulte constitute legal, valid, binding and enforceable obligations of Pulte, and there are no claims or defenses, personal or otherwise, or offsets whatsoever to the enforceability or validity of this Agreement. The person executing this Agreement on behalf of Pulte has been duly authorized to do so.

**3.3.2. Waiver of Recapture.** Pulte shall not record any recapture against the Owner Parcel for the cost of the Utility Improvements or for any roadway improvements that may be constructed by Pulte. Pulte waives any right it may have to



recapture costs for the installation of the Utility Improvements installed by Pulte across the frontage of the Owner Parcel.

#### **ARTICLE 4 CONSTRUCTION; MAINTENANCE**

4.1 **No Obligation to Construct.** The Owner, Pulte and the City hereby acknowledge and agree that this Agreement provides Pulte and the City the right to construct the Utility Improvements within the Utility Easement Area, but creates no affirmative obligation to construct any Utility Improvements within the Utility Easement Area.

4.2 **Initial Construction.** Following Pulte's acquisition of Trillium Farm, the initial construction of the water main and sanitary sewer main shall be performed by Pulte, its successors and assigns, and all work, labor, services, equipment, tools, and materials to be performed, furnished, or used directly or indirectly in, or in connection with said construction shall be at the sole cost and expense of Pulte. Upon commencement of construction, Pulte shall diligently proceed toward completion thereof. Owner acknowledges and agrees that Pulte will not construct any physical connection of the water main, the sanitary sewer main or any other Utility Improvements to any improvements located on the Owner Parcel. Pulte shall cause the water main and sanitary sewer main improvements to be completed consistent with such final engineering plans as may be approved by the City. Construction of the water main and the sanitary sewer main improvements shall be deemed completed and acceptable to the Owner upon review, inspection, and approval of said improvements by the City engineer.

4.3 **Maintenance of Improvement.** From and after the date that the water main and sanitary sewer main improvements are completed, Pulte shall be solely responsible for the operation, maintenance, repair, and replacement thereof (the "Maintenance Obligation") through and until such time as the City accepts the ownership of the water main and the sanitary sewer main improvements. The City shall accept ownership of the water main and the sanitary sewer main improvements consistent with the provisions of the City's municipal code and shall thereafter be solely and exclusively responsible for the Maintenance Obligation. Owner hereby acknowledges and agrees that the City will accept ownership of the water main and the sanitary sewer main and will assume the Maintenance Obligation from Pulte, and, thereafter, the Owner shall look solely to the City for satisfaction of the obligations set forth in this Agreement.

4.4 **Landscape Enhancement.** At Owner's election, Pulte shall either: i) pay to Owner the sum of two thousand seven hundred dollars (\$2,700) for the installation of landscape improvements on the Owner Parcel, which landscape improvements shall be completed by Owner at Owner's cost and discretion; or ii) install up to six (6) trees across the frontage of the Owner Parcel and along the driveway of the Owner Parcel, which trees shall be selected and located by Pulte's landscape architect subject to the consent of Owner. In the event the Owner elects to make the landscape improvements itself, Pulte shall make the landscape improvement payment to Owner not later than five (5) days after the date that the Owner and the City have executed this Agreement and delivered an



electronic copy thereof to Pulte. In the event that Owner elects to have the trees installed by Pulte, the trees shall be installed by Pulte within sixty (60) days of the date that the construction of the Utility Improvements are commenced subject to cooperation of the Owner. It is the intent of the parties that the landscape enhancement provides both a visual buffer and a physical barrier between the home located on the Owner Parcel and traffic on Gary's Mill Road.

4.5 **Restoration Obligation.** During and following any work performed within the Utility Easement Area, the party performing said work shall make surface restorations, including but not limited to the following: maintain the area in a generally clean and workmanlike condition, backfill any trench, restore concrete and asphalt surfaces, restore topsoil and seed, replace any landscaping, remove excess debris, and return property to the same or better condition. No work within the Utility Easement Area shall modify the grade or inhibit the stormwater drainage within the Utility Easement Area unless such drainage is placed into a piped underground drainage system. All of said restoration shall be completed in accordance with City standards and shall be subject to City approval.

## **ARTICLE 5 MISCELLANEOUS**

5.1 **Compliance; Permits.** For purposes of initial construction of the water main and sanitary sewer improvements, Pulte shall be responsible for compliance with and any and all costs associated with the standard inspection and fees required under any applicable county and/or municipal laws, rules, codes or ordinances for the construction, installation, reconstruction, repair, removal, replacement, inspection, maintenance, and operation of the improvements. Following acceptance of the improvements by the City, the City shall thereafter be responsible for compliance with and any and all costs associated with the standard inspection and fees required under any applicable county and/or municipal laws, rules, codes or ordinances for the construction, installation, reconstruction, repair, removal, replacement, inspection, maintenance, and operation of the improvements

5.2 **Insurance.** Pulte shall maintain a commercial general liability insurance policy with an insurance company licensed to do business in the State of Illinois with a minimum coverage amount of not less than \$1,000,000.00 combined single limit from the date that construction within the Easement Area commences through the date that the improvements are completed.

5.3 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one and the same agreement.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

OWNER:

Carol Alderson Trust dated August 26, 2014

By: Carol J. Alderson, as Trustee  
Carol Alderson, as Trustee

STATE OF ILLINOIS       )  
                                      )SS.  
COUNTY OF DUPAGE     )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that Carol Alderson, personally known to me to be the Trustee of Carol Alderson Trust dated August 26, 2014 and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered this instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23<sup>rd</sup> day of MAY, 2020.

[Signature]  
NOTARY PUBLIC





**PULTE HOME COMPANY LLC,**  
a Michigan limited liability company

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

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

STATE OF ILLINOIS        )  
                                      ) SS.  
COUNTY OF \_\_\_\_\_)

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, DO  
HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be a  
\_\_\_\_\_ of Pulte Home Company LLC, a Michigan limited liability company, and  
whose name is subscribed to the foregoing instrument, appeared before me this day in  
person and severally acknowledged that as such \_\_\_\_\_, he/she signed, sealed  
and delivered the said instrument in writing as said \_\_\_\_\_ of said company  
and pursuant to authority given by the \_\_\_\_\_ of said company, as a free and  
voluntary act, and as the free and voluntary act of said \_\_\_\_\_, for  
the uses and purposes therein set forth.

GIVEN under my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
NOTARY PUBLIC

**CITY OF WEST CHICAGO,**  
a municipal corporation

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

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

ATTEST:

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

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

**EXHIBIT A**  
**OWNER PARCEL LEGAL DESCRIPTION**

LOT 1 IN WEST WIND ACRES PLAT OF SURVEY NO. 1, IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 28, 1952 AS DOCUMENT 660624, IN DUPAGE COUNTY, ILLINOIS.

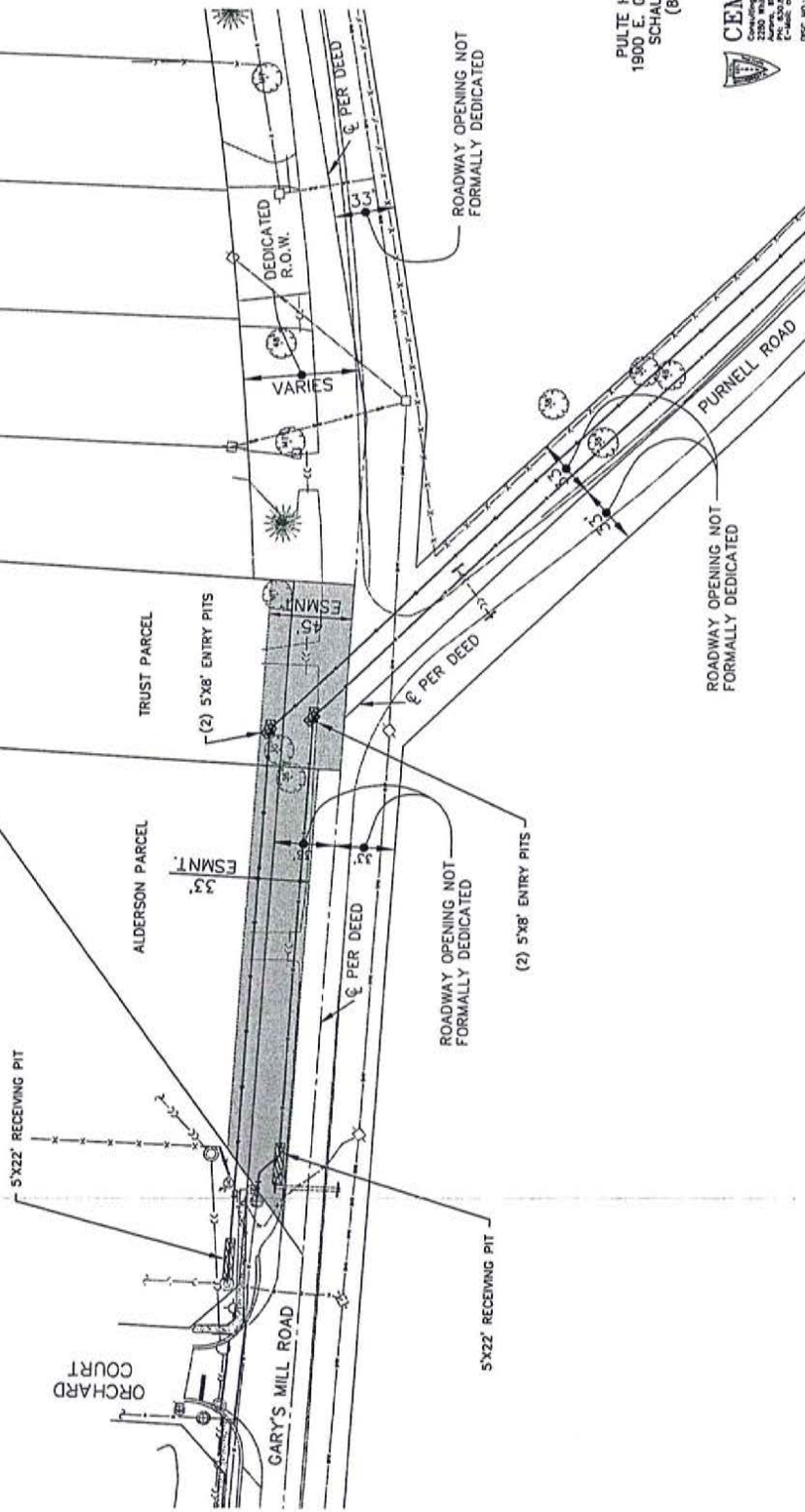
PIN: 04-15-405-006

COMMONLY KNOWN AS: 29W066 GARY'S MILL ROAD, WEST CHICAGO, IL 60185



**EXHIBIT B**  
**UTILITY EASEMENT AREA DEPICTION**

# EXHIBIT B DEPICTION OF UTILITY EASEMENT AREA



PREPARED FOR:  
PULTE HOME COMPANY, LLC  
1900 E. GOLF ROAD, SUITE 300  
SCHAUMBURG, IL 60173  
(847) 230-5400

PREPARED BY:  
**CEMCON, Ltd.**  
Civil Engineering, Land Surveying & Planning  
2200 West Higgins Road, Suite 100  
Aurora, Illinois 60009-4475  
Phone: (847) 230-2199  
Fax: (847) 230-2198  
E-Mail: info@cemcon.com  
Web: www.cemcon.com  
DSC NO.: 402133 FILE NAME: OFFSITE DRAWT  
DRAWN BY: LAL  
CHECKED BY: JLB  
COMPLETION DATE: 09-09-20  
JOB NO.: 402133  
XREF: 1: 10'x4'  
PROJECT MANAGER: J. CH

**EXHIBIT C**  
**UTILITY EASEMENT LEGAL DESCRIPTION**

THE SOUTH 45 FEET OF LOT 1 IN WEST WIND ACRES PLAT OF SURVEY NO. 1, IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 28, 1952 AS DOCUMENT 660624, IN DUPAGE COUNTY, ILLINOIS.

PART OF PIN: 04-15-405-006

COMMONLY KNOWN AS: 29W066 GARY'S MILL ROAD, WEST CHICAGO, IL 60185



Prepared by & Mail To:  
Russell G. Whitaker III  
127 Aurora Avenue  
Naperville, Illinois 60540

### **UTILITY EASEMENT AGREEMENT**

This Utility Easement Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2020, by Carol Alderson Trust dated August 26, 2014 ("Owner"); Pulte Home Company, LLC, ("Pulte"); and the City of West Chicago, a municipal corporation (the "City").

### **WITNESSETH**

**WHEREAS**, the Owner owns property legally described in Exhibit "A" attached hereto and made a part hereof ("Owner Parcel"); and

**WHEREAS**, the Owner Parcel extends to the centerline of Gary's Mill Road, a public roadway under the jurisdiction of the Illinois Department of Transportation; and

**WHEREAS**, Pulte is the contract purchaser of certain property located south of the Owner Parcel which Pulte seeks to develop as a residential subdivision to be known as "Trillium Farm;" and

**WHEREAS**, the City has agreed to provide potable water and sanitary sewer services to facilitate the development of Trillium Farm; and

**WHEREAS**, Pulte seeks the right to extend water main, sanitary sewer main and other private utility services (i.e. natural gas, cable, electric, telephone) across a portion of the Owner Parcel to facilitate such utility installations as may be necessary and appropriate to service Trillium Farm (the "Utility Improvements"); and

**WHEREAS**, on the express conditions set forth herein, the Owner desires to grant a public utility easement over that portion of the Owner Parcel as more specifically described below to facilitate the installation of the Utility Improvements.

**NOW, THEREFORE,** for and in consideration of the promises and covenants herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

## **ARTICLE I GRANT OF EASEMENT**

1.1 **Utility Easement.** A public utility easement ("Utility Easement") is hereby granted to Pulte, the City of West Chicago, Illinois, and to those utility companies operating under franchise from the City of West Chicago, including but not limited to Ameritech, Nicor Gas Company, Commonwealth Edison, AT&T, their successors and assigns (collectively the "Grantees"), over that portion of the Owner Parcel depicted on Exhibit B (identified as Alderson) and depicted on Exhibit C as the Utility Easement Area ("Utility Easement Area"). Grantees shall have the perpetual right, privilege and authority to construct, reconstruct, repair, inspect, maintain and operate various utility collection and distribution systems, and including sanitary sewers and watermains together with any and all necessary manholes, catch basins, connections, appliances, valves, valve vaults, fire hydrants and other structures and appurtenances as may be deemed necessary by the City of West Chicago, over, upon, along, under and through said indicated Utility Easement Area, together with the right of access across the Owner Parcel for necessary personnel and equipment to do any of the above work. The Utility Easement is subject to the express condition that all utility lines be located underground and that the surface of the Utility Easement Area be used only if necessary for appurtenances such as fire hydrants, manholes or catch basins. The right is also granted to cut, trim or remove and trees, shrubs or other plants in the Utility Easement Area that interfere with the operation of the improvements installed therein. Said Utility Easement Area may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the rights granted herein.

## **ARTICLE II PAYMENT**

2.1 **Payment.** Pulte shall pay to Owner the sum of Seven Thousand Five Hundred and no/100 Dollars (\$7,500.00) in consideration of this Agreement (the "Payment"). Pulte shall make the Payment to Owner not later than five (5) days after the date that the Owner and the City have executed this Agreement and delivered an electronic copy thereof to Pulte. If Pulte fails to timely deliver the Payment, Owner's counsel may withhold delivery of the original signature page and terminate the agreement by written notice to Pulte. The recordation of this Agreement shall evidence satisfaction of the Payment obligation.

## **ARTICLE III REPRESENTATIONS, WARRANTIES & COVENANTS**

3.1 **City.** The City represents, warrants and covenants to Owner and Pulte as follows:



**3.1.1 Authority.** City has the authority and power to enter into this Agreement and to consummate the transaction provided for herein. This Agreement and all other documents executed and delivered by City constitute legal, valid, binding and enforceable obligations of City, and there are no claims or defenses, personal or otherwise, or offsets whatsoever to the enforceability or validity of this Agreement. The person executing this Agreement on behalf of City has been duly authorized to do so.

**3.1.2. No Forcible Annexation.** The City shall not forcibly annex, pursuant to any authority granted to it under the Illinois Municipal Code, the Owner Parcel to the City of West Chicago. The Owner Parcel may not be annexed to the City of West Chicago without the written consent of the owner of the Owner Parcel.

**3.1.3. Waiver of Recapture.** The City shall not collect or enforce any recapture on behalf of Pulte, the City or any other entity with respect to roadway improvements or utility extensions constructed across the frontage of the Owner Parcel.

**3.1.4 Utility Connections.** Owner has no obligation to connect to utilities that Pulte may construct across the frontage of the Owner Parcel. In the event that Owner desires to connect to any City owned and operated utilities located within the Utility Easement Area, the City shall permit said connection on the condition that the Owner Parcel is voluntarily annexed to the City. In the event that Owner elects to voluntarily annex the Owner Parcel and connect to West Chicago utilities, the City shall waive any annexation fee and any sanitary sewer and water tap-on fees for the Owner Parcel.

**3.2 Owner.** The Owner represents, warrants and covenants to the City and Pulte as follows:

**3.2.1 Authority.** Owner has the authority and power to enter into this Agreement and to consummate the transaction provided for herein. This Agreement and all other documents executed and delivered by Owner constitute legal, valid, binding and enforceable obligations of Owner, and there are no claims or defenses, personal or otherwise, or offsets whatsoever to the enforceability or validity of this Agreement. The person executing this Agreement on behalf of Owner has been duly authorized to do so.

**3.3 Pulte.** Pulte represents, warrants and covenants to Owner and the City as follows:

**3.3.1. Authority.** Pulte has the authority and power to enter into this Agreement and to consummate the transaction provided for herein. This Agreement and all other documents executed and delivered by Pulte constitute legal, valid, binding and enforceable obligations of Pulte, and there are no claims or defenses, personal or otherwise, or offsets whatsoever to the enforceability or validity of this Agreement. The person executing this Agreement on behalf of Pulte has been duly authorized to do so.

**3.3.2. Waiver of Recapture.** Pulte shall not record any recapture against the Owner Parcel for the cost of the Utility Improvements or for any roadway improvements that may be constructed by Pulte. Pulte waives any right it may have to



recapture costs for the installation of the Utility Improvements installed by Pulte across the frontage of the Owner Parcel.

#### **ARTICLE 4**

#### **CONSTRUCTION; MAINTENANCE**

4.1 **No Obligation to Construct.** The Owner, Pulte and the City hereby acknowledge and agree that this Agreement provides Pulte and the City the right to construct the Utility Improvements within the Utility Easement Area, but creates no affirmative obligation to construct any Utility Improvements within the Utility Easement Area.

4.2 **Initial Construction.** Following Pulte's acquisition of Trillium Farm, the initial construction of the water main and sanitary sewer main shall be performed by Pulte, its successors and assigns, and all work, labor, services, equipment, tools, and materials to be performed, furnished, or used directly or indirectly in, or in connection with said construction shall be at the sole cost and expense of Pulte. Upon commencement of construction, Pulte shall diligently proceed toward completion thereof. Owner acknowledges and agrees that Pulte will not construct any physical connection of the water main, the sanitary sewer main or any other Utility Improvements to any improvements located on the Owner Parcel. Pulte shall cause the water main and sanitary sewer main improvements to be completed consistent with such final engineering plans as may be approved by the City. Construction of the water main and the sanitary sewer main improvements shall be deemed completed and acceptable to the Owner upon review, inspection, and approval of said improvements by the City engineer.

4.3 **Maintenance of Improvement.** From and after the date that the water main and sanitary sewer main improvements are completed, Pulte shall be solely responsible for the operation, maintenance, repair, and replacement thereof (the "Maintenance Obligation") through and until such time as the City accepts the ownership of the water main and the sanitary sewer main improvements. The City shall accept ownership of the water main and the sanitary sewer main improvements consistent with the provisions of the City's municipal code and shall thereafter be solely and exclusively responsible for the Maintenance Obligation. Owner hereby acknowledges and agrees that the City will accept ownership of the water main and the sanitary sewer main and will assume the Maintenance Obligation from Pulte, and, thereafter, the Owner shall look solely to the City for satisfaction of the obligations set forth in this Agreement.

4.4 **Restoration Obligation.** During and following any work performed within the Utility Easement Area, the party performing said work shall make surface restorations, including but not limited to the following: maintain the area in a generally clean and workmanlike condition, backfill any trench, restore concrete and asphalt surfaces, restore topsoil and seed, replace any landscaping, remove excess debris, and return property to the same or better condition. No work within the Utility Easement Area shall modify the grade or inhibit the stormwater drainage within the Utility Easement Area unless such drainage is placed into a piped underground drainage system.

All of said restoration shall be completed in accordance with City standards and shall be subject to City approval.

## **ARTICLE 5 MISCELLANEOUS**

5.1 **Compliance; Permits.** For purposes of initial construction of the water main and sanitary sewer improvements, Pulte shall be responsible for compliance with and any and all costs associated with the standard inspection and fees required under any applicable county and/or municipal laws, rules, codes or ordinances for the construction, installation, reconstruction, repair, removal, replacement, inspection, maintenance, and operation of the improvements. Following acceptance of the improvements by the City, the City shall thereafter be responsible for compliance with and any and all costs associated with the standard inspection and fees required under any applicable county and/or municipal laws, rules, codes or ordinances for the construction, installation, reconstruction, repair, removal, replacement, inspection, maintenance, and operation of the improvements

5.2 **Insurance.** Pulte shall maintain a commercial general liability insurance policy with an insurance company licensed to do business in the State of Illinois with a minimum coverage amount of not less than \$1,000,000.00 combined single limit from the date that construction within the Easement Area commences through the date that the improvements are completed.

5.3 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one and the same agreement.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**



OWNER:

Carol Alderson Trust dated August 26, 2014

By: Carol J. Alderson, as Trustee  
Carol Alderson, as Trustee

STATE OF ILLINOIS       )  
                                      )SS.  
COUNTY OF DUPAGE     )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that Carol Alderson, personally known to me to be the Trustee of Carol Alderson Trust dated August 26, 2014 and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered this instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23<sup>rd</sup> day of MAY, 2020.

Roy D. Winn  
NOTARY PUBLIC





**PULTE HOME COMPANY LLC,**  
a Michigan limited liability company

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

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

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF \_\_\_\_\_)

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, DO  
HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be a  
\_\_\_\_\_ of Pulte Home Company LLC, a Michigan limited liability company, and  
whose name is subscribed to the foregoing instrument, appeared before me this day in  
person and severally acknowledged that as such \_\_\_\_\_, he/she signed, sealed  
and delivered the said instrument in writing as said \_\_\_\_\_ of said company  
and pursuant to authority given by the \_\_\_\_\_ of said company, as a free and  
voluntary act, and as the free and voluntary act of said \_\_\_\_\_, for  
the uses and purposes therein set forth.

GIVEN under my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
NOTARY PUBLIC

**CITY OF WEST CHICAGO**  
a municipal corporation

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

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

ATTEST:

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

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

**EXHIBIT A**  
**OWNER PARCEL LEGAL DESCRIPTION**

LOT 2 IN WEST WIND ACRES PLAT OF SURVEY NO. 1, IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 28, 1952 AS DOCUMENT 660624, IN DUPAGE COUNTY, ILLINOIS.

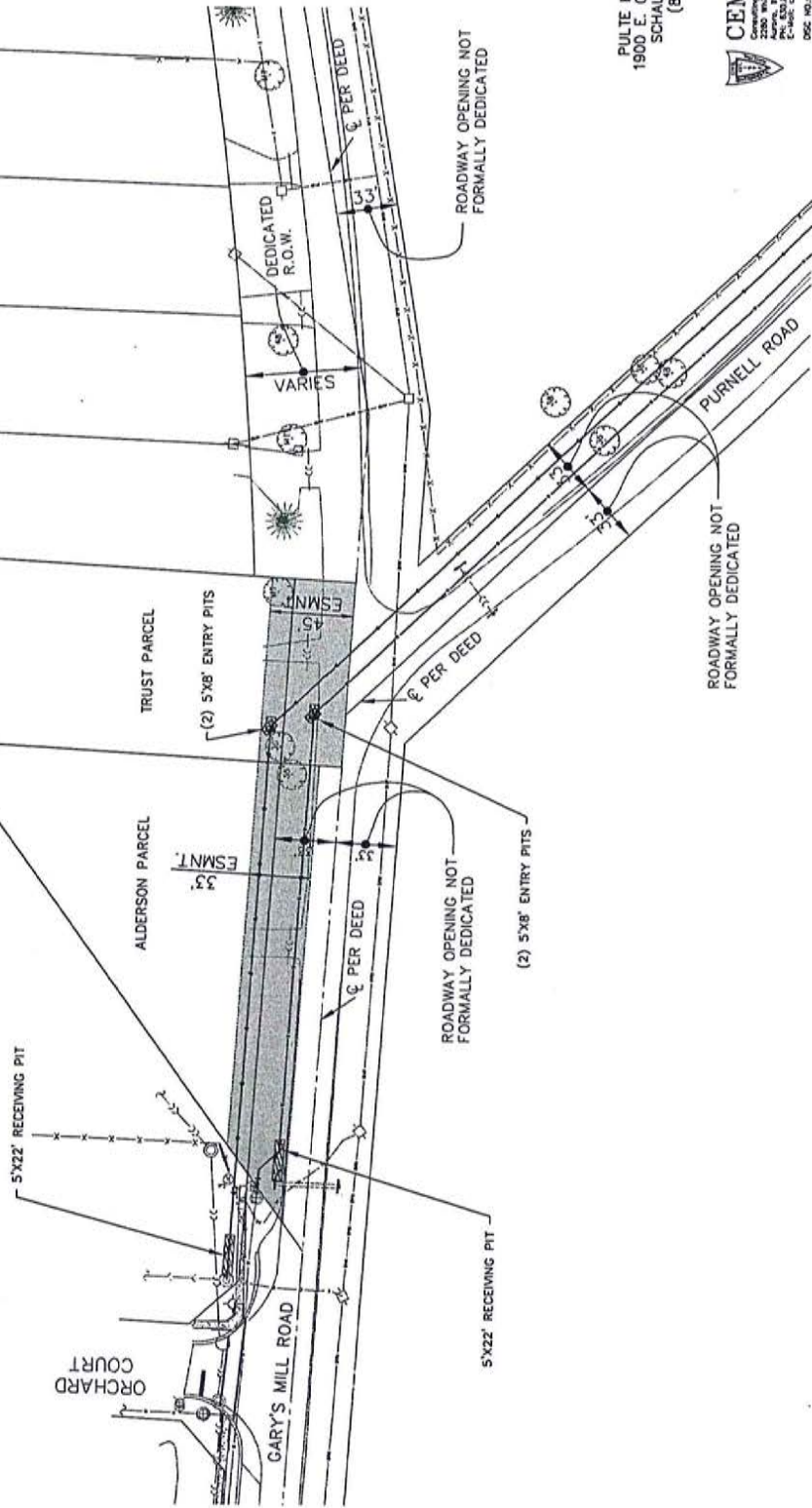
PIN: 04-15-405-005

COMMONLY KNOWN AS: 29W080 GARY'S MILL ROAD, WEST CHICAGO, IL 60185



**EXHIBIT B**  
**UTILITY EASEMENT AREA DEPICTION**

# EXHIBIT B DEPICTION OF UTILITY EASEMENT AREA



PREPARED FOR:  
PULTE HOME COMPANY, LLC  
1900 E. GOLF ROAD, SUITE 300  
SCHAUMBURG, IL 60173  
(847) 230-5400



**CEMCON, Ltd.**  
A MEMBER OF THE

Consulting Engineers, Land Surveyors & Planners  
1000 N. LaSalle Street, Suite 100  
Chicago, Illinois 60610-3100  
TEL: (312) 862-2100  
FAX: (312) 862-2199  
E-MAIL: info@cemcon.com  
WWW: www.cemcon.com  
DESIGN: JLS, JMS, JMS  
DRAWN BY: JLS, JMS, JMS  
CHECKED BY: JLS, JMS, JMS  
COMPLETION DATE: 05-06-20  
JOB NO: 402.135  
PROJECT MANAGER: CRM

**EXHIBIT C**  
**UTILITY EASEMENT LEGAL DESCRIPTION**

THE NORTH 33 FEET OF THE SOUTH 45 FEET OF LOT 2 IN WEST WIND ACRES PLAT OF SURVEY NO. 1, IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 28, 1952 AS DOCUMENT 660624, IN DUPAGE COUNTY, ILLINOIS.

PART OF PIN: 04-15-405-005

COMMONLY KNOWN AS: 29W080 GARY'S MILL ROAD, WEST CHICAGO, IL 60185



Bond No. \_\_\_\_\_

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
of \_\_\_\_\_  
as Principal, and \_\_\_\_\_ a  
corporation organized and existing under the laws of the State of \_\_\_\_\_ and  
authorized to transact business in the state of \_\_\_\_\_, as Surety,  
are held and firmly bound unto

\_\_\_\_\_ of \_\_\_\_\_ as Oblige, in  
the penal sum of

\_\_\_\_\_ (\$ \_\_\_\_\_) for the payment of which sum, well and truly to be made, we  
bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and  
severally, firmly by these presents.

WHEREAS, the Principal has agreed to construct or have constructed, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, the condition of this obligation is such that if said Principal shall well and  
truly perform said work in accordance with said standards, then this obligation shall be void,  
otherwise to remain in full force and effect.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Principal  
\_\_\_\_\_

\_\_\_\_\_  
Surety  
\_\_\_\_\_