CITY OF
WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

CITY COUNCIL MEETING
MONDAY, AUGUST 3, 2020 - 7:00 P.M.
475 MAIN STREET, WEST CHICAGO, ILLINOIS

REVISED AGENDA[1]

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 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

[1] Item 8.A. - Wheaton Academy Homecoming Event and Fireworks has been removed.

475 Main Street
West Chicago, Illinois
60185

T (630) 293-2200
F (630) 293-3028
www.westchicago.org

Ruben Pineda
MAYOR

Nancy M. Smith
CITY CLERK

Michael L. Guttman
CITY ADMINISTRATOR

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 July 20, 2020

7. Corporate Disbursement Report
- August 3, 2020 ($323,522.64)

8. Consent Agenda

- **Items Not Sent to Committee:**

A. Resolution No. 20-R-0043 – A Resolution Authorizing the Mayor to Execute an Agreement with Aptim for Siting Application Review Services – Waste Transfer Station (for a total contract amount not to exceed $60,000.00).

B. Resolution No. 20-R-0044 – A Resolution Authorizing the Mayor to Execute a Contract Agreement with Lorusso Cement Contractors, Inc. for Services Related to the 2020 Sidewalk and Curb Maintenance Program (for an amount not to exceed $136,114.00).

C. Resolution No. 20-R-0045 – A Resolution Authorizing the Mayor to Enter Into a Certain Pre-Annexation Agreement – Pulte Home Company, LLC – 28W541 Roosevelt Road and 28W700 Purnell Road.

9. Reports by Committees

10. Unfinished Business

11. New Business

12. Correspondence and Announcements

Upcoming Meetings

August 4, 2020	**Plan Commission/ZBA**
August 6, 2020	**Infrastructure Committee (cancelled)**
August 10, 2020	**Development 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
July 20, 2020

The City Council meeting of July 20, 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.** City Clerk Smith led all in the pledge of allegiance.

3. **Invocation.** There was no invocation.

4. **Roll Call and Establishment of a Quorum.**

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

Also in attendance in person were City Administrator Michael Guttman and Chief of Police Mike Uplegger.

City Clerk Nancy M. Smith and City Attorney Patrick Bond attended remotely.

5. **Public Participation.** City Administrator Guttman read a communication from Bev Becker, 1s550 Verdun Drive, Winfield, Il, regarding Item 8.A on the agenda (Resolution 20-R-0037). She stated that numerous residents in the area oppose the plat as planned with the only ingress/ egress off of Purnell Road making reference to a traffic study conducted by the builder that proved that Purnell Road is overused and hazardous. She said the City of West Chicago is not compelled to approve a plat that presents safety hazards to residents.

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

7. **Corporate Disbursement Report.** Alderman Dimas made a motion, seconded by Alderman Ferguson, to approve the July 20, 2020, Corporate Disbursement Report in the amount of $594,961.47). Voting Aye: Aldermen Chassee, Beifuss, Brown, Sheahan, Ferguson, Hallett, Dimas, Birch-Ferguson, Swiatek, Short, Stout, Jakabcsin, and Ligino-Kubinski. Voting Nay: 0. Motion carried.

8. **Consent Agenda.**

* **Development Committee:** Alderman Stout read and explained the following items:

A. Resolution 20-R-0037 - A Resolution Approving the Final Plat of Subdivision for Phase I of Trillium Farm

B. Ordinance 20-O-0013 - An Ordinance Approving an Amendment to the Final PUD Plan of Bishop Place Northwest Corner of Roosevelt Road and Bishop Street

Alderman Stout made a motion, seconded by Alderman Birch-Ferguson, to adopt the above items. Voting Aye: Aldermen Chassee, Beifuss, Brown, Sheahan, Ferguson, Hallett, Dimas, Birch-Ferguson, Swiatek, Short, Stout, Jakabcsin, and Ligino-Kubinski. Voting Nay: 0. Motion carried.

* **Infrastructure Committee:** Alderman Beifuss read and explained the following items:

C. Resolution 20-R-0030 - A Resolution Authorizing the Mayor to Execute a Contract Agreement with Boller Construction Company, Inc., for Services Related to the Digester #1 Improvements Project (for an amount not to exceed $638,900.00)

D. Resolution 20-R-0032 - A Resolution Authorizing the Mayor to Execute a Professional Engineering Services Agreement with Donohue & Associates, Inc., for SCADA Integration Services Associated with the Digester #1 Improvements Project (for an amount not to exceed $53,105.00)

E. Ordinance 20-O-0012 - An Ordinance Authorizing the Disposal or Sale of Surplus Equipment, Stock Inventory, and/or Personal Property Owned by the City of West Chicago

F. Approve - The Change Order No. 1 and Final Authorizing the Additional Purchase of 55.75 Tons of Rock Salt from Compass Minerals America, Inc. (for an amount not to exceed $4,625.02)

Alderman Beifuss made a motion, seconded by Alderman Dimas, to adopt the above items. Voting Aye: Aldermen Chassee, Beifuss, Brown, Sheahan, Ferguson, Hallett, Dimas, Birch-Ferguson, Swiatek, Short, Stout, Jakabcsin, and Ligino-Kubinski. Voting Nay: 0. Motion carried.

*** Items Not Sent to Committee.** The Mayor read and explained the following items:

G. Resolution 20-R-0042 - A Resolution Authorizing the Mayor to Execute an Intergovernmental Agreement Between the City of West Chicago and DuPage County for Participation in The DuPage County Local Government COVID-19 Reimbursement Program

H. Resolution 20-R-0033 - A Resolution Authorizing the Mayor to Execute a Certain Downtown Facade Grant Program Agreement - The West Chicago Historical Society (for an amount not to exceed $2,068.46)

I. Resolution 20-R-0034 - A Resolution Authorizing the Mayor to Execute a Certain Downtown Facade Grant Program Agreement - Maria Mercedes Arroyo Gonzalez - 207 Main Street (for an amount not to exceed $3,012.50)

J. Resolution 20-R-0035 - A Resolution Authorizing the Mayor to Execute a Certain Downtown Facade Grant Program Agreement - Yolanda Peterson - 124 Main Street (for an amount not to exceed $2,600.00)

K. Resolution 20-R-0038 - A Resolution Authorizing the Mayor to Execute a Certain Downtown Facade Grant Program Agreement - Michael Lellios - 220 Main Street (for an amount not to exceed $6,343.00)

L. Resolution 20-R-0039 - A Resolution Authorizing the Mayor to Execute a Certain Downtown Facade Grant Program Agreement - 218 Main Street (for an amount not to exceed $3,899.00)

M. Resolution 20-R-0040 - A Resolution Authorizing the Mayor to Execute a Certain Downtown Facade Grant Program Agreement - Eduardo Hernandez - 112 Main Street (for an amount not to exceed $10,000.00)

N. Resolution 20-R-0041 - A Resolution Authorizing the Mayor to Execute a Certain Downtown Facade Grant Program Agreement - Eduardo Hernandez - 128 Main Street (for an amount not to exceed $1,800.00)

Alderman Stout made a motion, seconded by Alderman Jakabcsin, to approve the above items. Voting Aye: Aldermen Chassee, Beifuss, Brown, Sheahan, Ferguson, Hallett, Dimas, Birch-Ferguson, 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

July 21, 2020	Plan Commission/Zoning Board of Appeals (cancelled)
July 23, 2020	Finance Committee (cancelled)
July 27, 2020	Public Affairs Committee
July 28, 2020	Historical Preservation Commission

13. Mayor's Comments: The Mayor said while the COVID-19 positivity rate is coming down, we still have to work on it. The word must go out that testing is available at St. Andrew Church. We all need to be cautious and careful as we do not want the virus to resurge, and have our Governor take us back to Phase III or more. We want to stay in Phase IV. The biggest concern is with the children. There have been many conversations and meetings about how to get the children back to learning. One talking point is to have half the students be in the classroom and the other half in e-learning.

The City has had discussions on a virtual *Mexican Independence Day* celebration. *Move with the Mayor* will occur in September, and there will be a press release on how this will be accomplished. Perhaps walkers can film themselves.

14. Executive Session. There was no executive session.

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

16. Adjournment. At 7:21 pm. Alderman Chassee made a motion, seconded by Alderman Stout, to adjourn. Voting Aye: Aldermen Chassee, Beifuss, Brown, Sheahan, Ferguson, Hallett, Dimas, Birch-Ferguson, Swiatek, Short, Stout, Jakabcsin, and Ligino-Kubinski. Voting Nay: 0. Motion carried.

Respectfully submitted,

Nancy M. Smith

Nancy M. Smith
City Clerk

CITY OF WEST CHICAGO

CORPORATE DISBURSEMENT REPORT
August 3, 2020

OPERATING ACCOUNT	$	323,522.64
FUNDED BY:		
GENERAL FUND	$	190,017.38
SEWER FUND	$	47,071.07
WATER FUND	$	68,174.11
CAPITAL PROJECTS FUND	$	13,566.77
DOWNTOWN TIF SPECIAL PROJECTS FUND	$	1,610.21
MISCELLANEOUS DEPOSITS	$	1,500.00
COMMUTER PARKING FUND	$	1,583.10

APPROVED BY THE CITY COUNCIL ON:

DATE:_____

SIGNATURE:_____

SELECTION CRITERIA: transact.batch='G395' and transact.ck_date='20200803 00:00:00.000'
ACCOUNTING PERIOD: 7/20

FUND - 40 - OPERATING FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	DEPT-DIV	DESCRIPTION	SALES TAX	AMOUNT
105100	88049	08/03/20 13879	4 IMPRINT	010219	QUOTE #19914502 DATED	0.00	3,050.00
105100	88049	08/03/20 13879	4 IMPRINT	010219	SET-UP CHARGE	0.00	40.00
105100	88049	08/03/20 13879	4 IMPRINT	010219	FREIGHT	0.00	143.79
TOTAL CHECK						0.00	3,233.79
105100	88050	08/03/20 10633	ADT SECURITY SERVICES, I	010613	INVOICE #776281339	0.00	2,025.12
105100	88050	08/03/20 10633	ADT SECURITY SERVICES, I	010613	INVOICE #776245028	0.00	549.54
TOTAL CHECK						0.00	2,574.66
105100	88051	08/03/20 14897	ADVANCED AUTOMATION & CO	053443	RESOLUTION NO. 19-R-00	0.00	6,210.00
105100	88051	08/03/20 14897	ADVANCED AUTOMATION & CO	053443	RESOLUTION NO. 19-R-00	0.00	12,075.00
TOTAL CHECK						0.00	18,285.00
105100	88052	08/03/20 5384	AIRGAS USA, LLC	010925	CYLINDER RENTAL INVOIC	0.00	119.59
105100	88053	08/03/20 1914	ALEXANDER CHEMICAL CORPO	063448	RESOLUTION NO. 19-R-00	0.00	3,143.79
105100	88054	08/03/20 11546	ALL TYPES ELEVATORS, INC	063448	INVOICE #9857662 DATED	0.00	192.00
105100	88055	08/03/20 15152	AMERICANA LANDSCAPE GROU	010921	INVOICE #5394 DATED 07	0.00	525.00
105100	88056	08/03/20 14839	ARIES INDUSTRIES, INC	053443	INVOICE #398331 DATED	0.00	582.39
105100	88056	08/03/20 14839	ARIES INDUSTRIES, INC	053443	INVOICE #398332 DATED	0.00	635.40
TOTAL CHECK						0.00	1,217.79
105100	88057	08/03/20 13068	AT & T	010503	SVC 7/7-8/6/20	0.00	68.06
105100	88057	08/03/20 13068	AT & T	010613	SRV 7/14-8/13/20	0.00	68.06
TOTAL CHECK						0.00	136.12
105100	88058	08/03/20 3400	AT&T	053443	SVC 7/10-8/9/20	0.00	687.23
105100	88058	08/03/20 3400	AT&T	063448	SVC 7/16-8/15/20	0.00	259.36
105100	88058	08/03/20 3400	AT&T	053443	SVC 7/16-8/15/20	0.00	320.16
105100	88058	08/03/20 3400	AT&T	063447	SVC 7/16-8/15/20	0.00	320.16
105100	88058	08/03/20 3400	AT&T	010921	SVC 7/16-8/15/20	0.00	320.16
TOTAL CHECK						0.00	1,907.07
105100	88059	08/03/20 1800	B & F CONSTRUCTION CODE	011029	MISCELLANEOUS PLAN REV	0.00	1,625.00
105100	88059	08/03/20 1800	B & F CONSTRUCTION CODE	011029	PLAN REVIEW FOR 250 W	0.00	450.00
105100	88059	08/03/20 1800	B & F CONSTRUCTION CODE	011029	PLAN REVIEW FOR 643 IN	0.00	1,069.37
105100	88059	08/03/20 1800	B & F CONSTRUCTION CODE	011029	INSPECTIONS/PROPERTY M	0.00	14,375.00
TOTAL CHECK						0.00	17,519.37
105100	88060	08/03/20 15273	BASE SOLUTIONS LLC	010921	INVOICE #147248 DATED	0.00	591.29
105100	88060	08/03/20 15273	BASE SOLUTIONS LLC	010921	INVOICE #148192 DATED	0.00	200.52
TOTAL CHECK						0.00	791.81
105100	88061	08/03/20 11977	MERLE BURLEIGH	010208	BLANKET REQUISITION FO	0.00	850.00
105100	88062	08/03/20 12268	CALL ONE	01	SVC 7/15-8/14/20	0.00	59,039.34
105100	88063	08/03/20 6441	CANON BUSINESS SOLUTIONS	063448	INVOICE #4033299048 DA	0.00	32.21
105100	88063	08/03/20 6441	CANON BUSINESS SOLUTIONS	010924	INVOICE #4033299538 DA	0.00	18.54

SELECTION CRITERIA: transact.batch='G395' and transact.ck_date='20200803 00:00:00.000'
ACCOUNTING PERIOD: 7/20

FUND - 40 - OPERATING FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	DEPT-DIV	DESCRIPTION	SALES TAX	AMOUNT
105100	88063	08/03/20 6441	CANON BUSINESS SOLUTIONS	063448	INVOICE #4033355985 DA	0.00	81.34
TOTAL CHECK						0.00	132.09
105100	88064	08/03/20 13021	CASE LOTS, INC	010921	INVOICE #6562 DATED 06	0.00	302.35
105100	88064	08/03/20 13021	CASE LOTS, INC	010219	INVOICE #6748 DATED 07	0.00	79.80
105100	88064	08/03/20 13021	CASE LOTS, INC	010921	INVOICE #6751 DATED 07	0.00	406.00
105100	88064	08/03/20 13021	CASE LOTS, INC	010921	INVOICE #6917 DATED 07	0.00	344.50
105100	88064	08/03/20 13021	CASE LOTS, INC	010219	INVOICE #6562 DATED 06	0.00	49.90
105100	88064	08/03/20 13021	CASE LOTS, INC	010921	INVOICE #5112 DATED 05	0.00	334.20
TOTAL CHECK						0.00	1,516.75
105100	88065	08/03/20 1843	CEMETERY MANAGEMENT, INC	010923	RESOLUTION NO. 20-R-00	0.00	2,450.00
105100	88065	08/03/20 1843	CEMETERY MANAGEMENT, INC	010923	RESOLUTION NO. 20-R-00	0.00	1,530.00
TOTAL CHECK						0.00	3,980.00
105100	88066	08/03/20 12380	CINTAS CORPORATION	063448	BI-WEEKLY CARPET RUNNE	0.00	15.05
105100	88066	08/03/20 12380	CINTAS CORPORATION	010921	BI-WEEKLY CARPET RUNNE	0.00	13.43
105100	88066	08/03/20 12380	CINTAS CORPORATION	010921	BI-WEEKLY CARPET RUNNE	0.00	11.81
105100	88066	08/03/20 12380	CINTAS CORPORATION	010921	BI-WEEKLY CARPET RUNNE	0.00	17.80
105100	88066	08/03/20 12380	CINTAS CORPORATION	010921	BI-WEEKLY CARPET RUNNE	0.00	9.48
TOTAL CHECK						0.00	67.57
105100	88067	08/03/20 12682	COMCAST CABLE	010921	SVC 7/20-8/19/20	0.00	217.16
105100	88068	08/03/20 13257	COMCAST CABLE	010925	SRV 7/27-8/26/20	0.00	212.46
105100	88069	08/03/20 151	COMED	010926	SRV 6/17-7/17/20	0.00	1,415.26
105100	88070	08/03/20 152	COMMONWEALTH EDISON	010926	SVR 6/12-7/14/20	0.00	79.15
105100	88070	08/03/20 152	COMMONWEALTH EDISON	010926	SVC6/12-7/14/20	0.00	1,165.57
105100	88070	08/03/20 152	COMMONWEALTH EDISON	010208	SVC6/12-7/14/20	0.00	71.99
105100	88070	08/03/20 152	COMMONWEALTH EDISON	433476	SVC6/12-7/14/20	0.00	981.85
105100	88070	08/03/20 152	COMMONWEALTH EDISON	053443	SVC6/12-7/14/20	0.00	353.73
105100	88070	08/03/20 152	COMMONWEALTH EDISON	010921	SVC6/12-7/14/20	0.00	234.20
TOTAL CHECK						0.00	2,886.49
105100	88071	08/03/20 10870	COMPASS MINERALS	083453	CHANGE ORDER #1 & FINA	0.00	4,625.02
105100	88072	08/03/20 2810	CORE & MAIN, LP	063447	INVOICE #M635050 DATED	0.00	498.00
105100	88072	08/03/20 2810	CORE & MAIN, LP	063447	INVOICE #M637405 DATED	0.00	572.64
105100	88072	08/03/20 2810	CORE & MAIN, LP	063447	INVOICE #M675688 DATED	0.00	2,437.17
105100	88072	08/03/20 2810	CORE & MAIN, LP	053443	INVOICE #M566094 DATED	0.00	1,545.04
TOTAL CHECK						0.00	5,052.85
105100	88073	08/03/20 14545	CREEKSIDE PRINTING	010208	PRINTING OF SUMMER 202	0.00	1,870.00
105100	88073	08/03/20 14545	CREEKSIDE PRINTING	010219	PRINTING OF SUMMER 202	0.00	1,307.00
TOTAL CHECK						0.00	3,177.00
105100	88074	08/03/20 9719	CRYSTAL MAINTENANCE SVCS	010921	RESOLUTION NO. 19-R-00	0.00	3,099.08
105100	88074	08/03/20 9719	CRYSTAL MAINTENANCE SVCS	063448	RESOLUTION NO. 19-R-00	0.00	1,739.16
105100	88074	08/03/20 9719	CRYSTAL MAINTENANCE SVCS	433476	RESOLUTION NO. 19-R-00	0.00	281.25
TOTAL CHECK						0.00	5,119.49

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	DEPT-DIV	DESCRIPTION	SALES TAX	AMOUNT
105100	88075	08/03/20 12060	CURRENT TECHNOLOGIES COR	010503	6/18/20 ON SITE REPAIR	0.00	259.95
105100	88075	08/03/20 12060	CURRENT TECHNOLOGIES COR	010613	INVOICE 10496	0.00	4,369.72
TOTAL CHECK						0.00	4,629.67
105100	88076	08/03/20 2390	DELUXE TOWING	010925	INVOICE #91168 DATED 0	0.00	150.00
105100	88077	08/03/20 2609	DON MC CUE CHEVROLET	010925	#323 PARTS	0.00	42.84
105100	88078	08/03/20 11849	DUPAGE RIVER SALT CREEK	053443	INVOICE #265 DATED 07-	0.00	6,169.00
105100	88079	08/03/20 11433	DUPAGE TOPSOIL, INC.	053443	PULVERIZED TOPSOIL TO	0.00	350.00
105100	88079	08/03/20 11433	DUPAGE TOPSOIL, INC.	063447	PULVERIZED TOPSOIL TO	0.00	350.00
TOTAL CHECK						0.00	700.00
105100	88080	08/03/20 14725	ELLIOTT ELECTRIC, INC	053443	INVOICE #24536 DATED 0	0.00	4,700.00
105100	88081	08/03/20 11661	EXPERT LOCK & SAFE, INC.	010921	INVOICE #86463 DATED 0	0.00	69.80
105100	88081	08/03/20 11661	EXPERT LOCK & SAFE, INC.	010219	INVOICE #86461 DATED 0	0.00	462.79
105100	88081	08/03/20 11661	EXPERT LOCK & SAFE, INC.	010921	INVOICE #86462 DATED 0	0.00	307.60
TOTAL CHECK						0.00	840.19
105100	88082	08/03/20 15271	EXSTREAM CLEAN	010613	INVOICE # INV-1181	0.00	2,542.50
105100	88083	08/03/20 3597	FEDEX CORPORATION	083453	DELIVERY FEES	0.00	25.72
105100	88084	08/03/20 15256	FIFTH THIRD BANK	010207	INV #2010280257 INTE	0.00	132.53
105100	88084	08/03/20 15256	FIFTH THIRD BANK	053443	INV #2010280257 INTE	0.00	132.53
105100	88084	08/03/20 15256	FIFTH THIRD BANK	063447	INV #2010280257 INTE	0.00	132.54
TOTAL CHECK						0.00	397.60
105100	88085	08/03/20 4554	FLEET SAFETY SUPPLY	063447	INVOICE #75086 DATED 0	0.00	100.50
105100	88085	08/03/20 4554	FLEET SAFETY SUPPLY	010925	INVOICE #75184 DATED 0	0.00	397.70
TOTAL CHECK						0.00	498.20
105100	88086	08/03/20 3491	FLOLO CORPORATION	010921	INVOICE #445307 DATED	0.00	110.16
105100	88086	08/03/20 3491	FLOLO CORPORATION	010921	INVOICE #445308 DATED	0.00	435.57
TOTAL CHECK						0.00	545.73
105100	88087	08/03/20 7565	FORESTRY SUPPLIERS, INC.	010924	INVOICE #728833-00 DAT	0.00	232.91
105100	88087	08/03/20 7565	FORESTRY SUPPLIERS, INC.	010924	INVOICE #742888-00 DAT	0.00	215.90
105100	88087	08/03/20 7565	FORESTRY SUPPLIERS, INC.	010922	INVOICE #741920-00 DAT	0.00	226.20
TOTAL CHECK						0.00	675.01
105100	88088	08/03/20 7619	GASVODA & ASSOC., INC.	063447	SUPERIOR SLD-1-CL CHLO	0.00	1,799.00
105100	88088	08/03/20 7619	GASVODA & ASSOC., INC.	063447	GD109 BATTERY BACKUP C	0.00	256.00
105100	88088	08/03/20 7619	GASVODA & ASSOC., INC.	063447	SHIPPING	0.00	27.99
TOTAL CHECK						0.00	2,082.99
105100	88089	08/03/20 2013	GRAINGER	063448	JULY CHARGES	0.00	240.56
105100	88089	08/03/20 2013	GRAINGER	010219	JULY CHARGES	0.00	77.12
105100	88089	08/03/20 2013	GRAINGER	010921	JULY CHARGES	0.00	299.00

SELECTION CRITERIA: transact.batch='G395' and transact.ck_date='20200803 00:00:00.000'
ACCOUNTING PERIOD: 7/20

FUND - 40 - OPERATING FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	DEPT-DIV	DESCRIPTION	SALES TAX	AMOUNT
105100	88089	08/03/20 2013	GRAINGER	010925	JULY CHARGES	0.00	184.04
105100	88089	08/03/20 2013	GRAINGER	053443	JULY CHARGES	0.00	114.24
105100	88089	08/03/20 2013	GRAINGER	010921	JULY CHARGES	0.00	65.76
105100	88089	08/03/20 2013	GRAINGER	010924	JULY CHARGES	0.00	16.77
105100	88089	08/03/20 2013	GRAINGER	010921	JULY CHARGES	0.00	88.16
105100	88089	08/03/20 2013	GRAINGER	010924	JULY CHARGES	0.00	54.62
105100	88089	08/03/20 2013	GRAINGER	010922	JULY CHARGES	0.00	298.48
105100	88089	08/03/20 2013	GRAINGER	010921	JULY CHARGES	0.00	101.96
105100	88089	08/03/20 2013	GRAINGER	063447	INVOICE #9572660901 DA	0.00	373.82
105100	88089	08/03/20 2013	GRAINGER	063448	INVOICE #9572660901 DA	0.00	385.11
TOTAL CHECK						0.00	2,299.64
105100	88090	08/03/20 11333	GRAYBAR ELECTRIC CO., IN	083453	INVOICE #9316630710 DA	0.00	276.72
105100	88091	08/03/20 1685	HACH COMPANY	063447	RENEWAL QUOTE DATED 05	0.00	3,400.00
105100	88091	08/03/20 1685	HACH COMPANY	063448	RENEWAL QUOTE DATED 05	0.00	11,543.00
TOTAL CHECK						0.00	14,943.00
105100	88092	08/03/20 11127	HERITAGE-CRYSTAL CLEAN,	010925	INVOICE #16366606 DATE	0.00	247.50
105100	88093	08/03/20 5861	HINCKLEY SPRING WATER CO	010110	BOTTLED WATER	0.00	128.63
105100	88094	08/03/20 14865	INTERSTATE POWER SYSTEMS	010925	INVOICE #C042043888:01	0.00	796.91
105100	88095	08/03/20 14866	JUDE VICKERY	010503	ON SITE CONSULTING, RE	0.00	700.00
105100	88096	08/03/20 12643	KIMBALL MIDWEST	010925	INVOICE #8055860 DATED	0.00	63.16
105100	88096	08/03/20 12643	KIMBALL MIDWEST	010925	INVOICE #8058999 DATED	0.00	74.74
105100	88096	08/03/20 12643	KIMBALL MIDWEST	010925	INVOICE #8067391 DATED	0.00	269.13
105100	88096	08/03/20 12643	KIMBALL MIDWEST	010925	INVOICE #8067806 DATED	0.00	109.60
105100	88096	08/03/20 12643	KIMBALL MIDWEST	010925	INVOICE #8067944 DATED	0.00	269.13
105100	88096	08/03/20 12643	KIMBALL MIDWEST	010925	INVOICE #8068022 DATED	0.00	182.44
105100	88096	08/03/20 12643	KIMBALL MIDWEST	010925	INVOICE #8068130 DATED	0.00	271.70
105100	88096	08/03/20 12643	KIMBALL MIDWEST	010925	INVOICE #8068224 DATED	0.00	58.80
105100	88096	08/03/20 12643	KIMBALL MIDWEST	010925	INVOICE #8090452 DATED	0.00	211.58
105100	88096	08/03/20 12643	KIMBALL MIDWEST	010925	INVOICE #8091970 DATED	0.00	116.98
105100	88096	08/03/20 12643	KIMBALL MIDWEST	010925	INVOICE #8092426 DATED	0.00	264.58
105100	88096	08/03/20 12643	KIMBALL MIDWEST	010925	INVOICE #8092497 DATED	0.00	87.88
105100	88096	08/03/20 12643	KIMBALL MIDWEST	010925	INVOICE #8090549 DATED	0.00	324.31
TOTAL CHECK						0.00	2,304.03
105100	88097	08/03/20 14376	KLEIN, THORPE & JENKINS,	010110	4999-002	0.00	2,255.20
105100	88098	08/03/20 665	KRAMER TREE SPECIALISTS	010922	DISPOSAL OF LOGS FROM	0.00	75.00
105100	88098	08/03/20 665	KRAMER TREE SPECIALISTS	010922	18-R-0018 - CITYWIDE M	0.00	13,825.00
105100	88098	08/03/20 665	KRAMER TREE SPECIALISTS	010922	DISPOSAL OF LOGS FROM	0.00	50.00
TOTAL CHECK						0.00	13,950.00
105100	88099	08/03/20 15249	KRK MECHANICAL, INC	063448	INVOICE #6989 DATED 06	0.00	3,310.00
105100	88100	08/03/20 14295	MACCARB, INC	063448	RESOLUTION NO. 19-R-00	0.00	2,371.25

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ACCOUNTING PERIOD: 7/20

FUND - 40 - OPERATING FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	DEPT-DIV	DESCRIPTION	SALES TAX	AMOUNT
105100	88101	08/03/20 231	MC MASTER-CARR SUPPLY CO	063448	HOSE FITTING	0.00	46.65
105100	88101	08/03/20 231	MC MASTER-CARR SUPPLY CO	010924	INTERLOCKING DRAIN MA	0.00	103.28
TOTAL CHECK						0.00	149.93
105100	88102	08/03/20 5000	MEADE, INC	083453	INVOICE #692935 DATED	0.00	3,149.77
105100	88102	08/03/20 5000	MEADE, INC	083453	INVOICE #692800 DATED	0.00	367.50
TOTAL CHECK						0.00	3,517.27
105100	88103	08/03/20 11129	MOE FUNDS	010501	MOE FUNDS - SEPT '20	0.00	41,865.85
105100	88103	08/03/20 11129	MOE FUNDS	053443	MOE FUNDS - SEPT '20	0.00	9,983.40
105100	88103	08/03/20 11129	MOE FUNDS	063447	MOE FUNDS - SEPT '20	0.00	9,983.40
105100	88103	08/03/20 11129	MOE FUNDS	083453	MOE FUNDS - SEPT '20	0.00	966.14
105100	88103	08/03/20 11129	MOE FUNDS	093454	MOE FUNDS - SEPT '20	0.00	1,610.21
TOTAL CHECK						0.00	64,409.00
105100	88104	08/03/20 10925	MISSISSIPPI LIME COMPANY	063448	RESOLUTION NO. 19-R-00	0.00	4,978.98
105100	88104	08/03/20 10925	MISSISSIPPI LIME COMPANY	063448	RESOLUTION NO. 19-R-00	0.00	4,870.35
105100	88104	08/03/20 10925	MISSISSIPPI LIME COMPANY	063448	RESOLUTION NO. 19-R-00	0.00	4,795.30
TOTAL CHECK						0.00	14,644.63
105100	88105	08/03/20 4735	NAPA AUTO PARTS	010925	INVOICE #4496-107934 D	0.00	645.86
105100	88105	08/03/20 4735	NAPA AUTO PARTS	010925	INVOICE #4496-107243 D	0.00	522.62
TOTAL CHECK						0.00	1,168.48
105100	88106	08/03/20 14044	OZINGA READY MIX CONCRET	083453	INVOICE #1463084 DATED	0.00	672.00
105100	88107	08/03/20 3739	PADDOCK PUBLICATIONS	083453	INVOICE #151230 DATED	0.00	121.90
105100	88108	08/03/20 5353	PATRICK ENGINEERING, INC	010207	PROFESSIONAL SERVICES	0.00	2,765.00
105100	88109	08/03/20 14172	PLANET DEPOS, LLC	011028	EXPEDITED HEARING TRAN	0.00	559.17
105100	88110	08/03/20 1053	RANDALL PRESSURE SYSTEMS	010924	CLAMP/PARTS	0.00	7.82
105100	88111	08/03/20 492	RAY O'HERRON, INC.	010613	INVOICE #2040265-IN	0.00	1,398.35
105100	88111	08/03/20 492	RAY O'HERRON, INC.	010613	INVOICE #2040263-IN	0.00	97.00
105100	88111	08/03/20 492	RAY O'HERRON, INC.	010613	INVOICE #2040261-IN	0.00	132.00
TOTAL CHECK						0.00	1,627.35
105100	88112	08/03/20 15275	RITCHIE, JOE	28	LOI REFUND FOR 970 ROS	0.00	1,500.00
105100	88113	08/03/20 11653	ROSEMARY MACKEY	010208	REIMBURSEMENT FOR ANNU	0.00	407.00
105100	88114	08/03/20 14644	RUBINO ENGINEERING INC	083453	INVOICE #5963 DATED 05	0.00	3,362.00
105100	88115	08/03/20 13908	RUSH TRUCK CENTERS OF IL	010925	INVOICE #3020037835 DA	0.00	520.00
105100	88115	08/03/20 13908	RUSH TRUCK CENTERS OF IL	010925	INVOICE #3020086181 DA	0.00	26.40
105100	88115	08/03/20 13908	RUSH TRUCK CENTERS OF IL	010925	INVOICE #3020101211 DA	0.00	70.53
TOTAL CHECK						0.00	616.93
105100	88116	08/03/20 11440	RUSSO POWER EQUIPMENT	010925	INVOICE #SPI10131579 D	0.00	137.22
105100	88116	08/03/20 11440	RUSSO POWER EQUIPMENT	010925	INVOICE #SPI10131595 D	0.00	541.34

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FUND - 40 - OPERATING FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	DEPT-DIV	DESCRIPTION	SALES TAX	AMOUNT
TOTAL CHECK						0.00	678.56
105100	88117	08/03/20 4774	SAFETY LANE INSPECTIONS,	010925	INVOICE #19798 DATED 0	0.00	37.00
105100	88117	08/03/20 4774	SAFETY LANE INSPECTIONS,	053443	UNIT #530	0.00	37.00
105100	88117	08/03/20 4774	SAFETY LANE INSPECTIONS,	063447	UNIT #792	0.00	55.00
105100	88117	08/03/20 4774	SAFETY LANE INSPECTIONS,	063447	UNIT #790	0.00	37.00
105100	88117	08/03/20 4774	SAFETY LANE INSPECTIONS,	010925	UNIT #763	0.00	55.00
105100	88117	08/03/20 4774	SAFETY LANE INSPECTIONS,	010925	UNIT #745T	0.00	37.00
105100	88117	08/03/20 4774	SAFETY LANE INSPECTIONS,	010925	UNIT #617	0.00	37.00
105100	88117	08/03/20 4774	SAFETY LANE INSPECTIONS,	063447	INVOICE #19817 DATED 0	0.00	37.00
105100	88117	08/03/20 4774	SAFETY LANE INSPECTIONS,	063447	UNIT #654	0.00	37.00
TOTAL CHECK						0.00	369.00
105100	88118	08/03/20 6935	SNAP ON TOOLS	010925	INVOICE #ARV / 4430754	0.00	402.60
105100	88119	08/03/20 12709	SPRINT	053443	SVC 6/24-7/23/20	0.00	130.00
105100	88119	08/03/20 12709	SPRINT	063447	SVC 6/24-7/23/20	0.00	180.96
105100	88119	08/03/20 12709	SPRINT	063448	SVC 6/24-7/23/20	0.00	121.12
105100	88119	08/03/20 12709	SPRINT	010921	SVC 6/24-7/23/20	0.00	95.28
105100	88119	08/03/20 12709	SPRINT	010924	SVC 6/24-7/23/20	0.00	197.20
105100	88119	08/03/20 12709	SPRINT	010925	SVC 6/24-7/23/20	0.00	44.32
TOTAL CHECK						0.00	768.88
105100	88120	08/03/20 4095	STANDARD EQUIPMENT COMPA	053443	INVOICE #P23048 DATED	0.00	305.88
105100	88121	08/03/20 1320	STEINER ELECTRIC	063447	STEEL LOCKNUT	0.00	13.65
105100	88121	08/03/20 1320	STEINER ELECTRIC	053443	INVOICE #S006669752.00	0.00	412.33
TOTAL CHECK						0.00	425.98
105100	88122	08/03/20 15072	TOSCAS LAW GROUP	011029	CONDUCT ADMINISTRATIVE	0.00	675.00
105100	88122	08/03/20 15072	TOSCAS LAW GROUP	010613	STATEMENT DATE; 07 16	0.00	600.00
TOTAL CHECK						0.00	1,275.00
105100	88123	08/03/20 11587	TOTAL PARKING SOLUTIONS,	433476	INVOICE #105017 DATED	0.00	320.00
105100	88124	08/03/20 13310	ULINE	010613	INVOICE #122169927	0.00	243.68
105100	88125	08/03/20 14383	ULTRA STROBE COMMUNICATI	010613	INVOICE #077636	0.00	575.00
105100	88125	08/03/20 14383	ULTRA STROBE COMMUNICATI	010613	INVOICE #077641	0.00	575.00
105100	88125	08/03/20 14383	ULTRA STROBE COMMUNICATI	010613	INVOICE #077646	0.00	575.00
105100	88125	08/03/20 14383	ULTRA STROBE COMMUNICATI	010613	INVOICE #077649	0.00	575.00
105100	88125	08/03/20 14383	ULTRA STROBE COMMUNICATI	010613	INVOICE #077601	0.00	575.00
105100	88125	08/03/20 14383	ULTRA STROBE COMMUNICATI	010613	INVOICE #077604	0.00	575.00
105100	88125	08/03/20 14383	ULTRA STROBE COMMUNICATI	010613	INVOICE #077605	0.00	575.00
105100	88125	08/03/20 14383	ULTRA STROBE COMMUNICATI	010613	INVOICE #077607	0.00	575.00
105100	88125	08/03/20 14383	ULTRA STROBE COMMUNICATI	010613	INVOICE #077606	0.00	575.00
TOTAL CHECK						0.00	5,175.00
105100	88126	08/03/20 4406	U.S.A. BLUEBOOK	053443	INVOICE #289277 DATED	0.00	836.56
105100	88127	08/03/20 10577	UTILITIES AUTOMATION SVC	063447	INVOICE #2020013 DATED	0.00	1,202.50

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ACCOUNTING PERIOD: 7/20

FUND - 40 - OPERATING FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	DEPT-DIV	DESCRIPTION	SALES TAX	AMOUNT
105100	88128	08/03/20 4207	VERIZON WIRELESS	053443	SVC 7/10-8/9/20	0.00	532.18
105100	88129	08/03/20 12129	VIKING BROTHERS INC.	010924	RESOLUTION NO. 20-R-00	0.00	136.36
105100	88129	08/03/20 12129	VIKING BROTHERS INC.	053443	RESOLUTION NO. 20-R-00	0.00	300.00
105100	88129	08/03/20 12129	VIKING BROTHERS INC.	063447	RESOLUTION NO. 20-R-00	0.00	2,290.91
TOTAL CHECK						0.00	2,727.27
105100	88130	08/03/20 13109	WATER RESOURCES, INC	063447	INVOICE #34123 DATED 0	0.00	124.90
105100	88130	08/03/20 13109	WATER RESOURCES, INC	063447	INVOICE #34121 DATED 0	0.00	2,410.00
105100	88130	08/03/20 13109	WATER RESOURCES, INC	063447	INVOICE #34122 DATED 0	0.00	1,750.00
TOTAL CHECK						0.00	4,284.90
105100	88131	08/03/20 14940	WAYTEK, INC	063447	INVOICE #3002021 DATED	0.00	41.73
105100	88131	08/03/20 14940	WAYTEK, INC	063447	INVOICE #3001614 DATED	0.00	780.69
TOTAL CHECK						0.00	822.42
105100	88132	08/03/20 15254	WEST CHICAGO CUSTOM COUN	010219	INVOICE #137490 DATED	0.00	314.58
105100	88133	08/03/20 15211	WEST CHICAGO PRINTING	011028	PRINTING BUSINESS CARD	0.00	190.00
105100	88134	08/03/20 546	WEST SIDE TRACTOR SALES	010925	INVOICE #N93858 DATED	0.00	104.05
105100	88135	08/03/20 11177	WILKENS ANDERSON CO.	063448	INVOICE #S1190824.002	0.00	836.32
105100	88136	08/03/20 14022	WIN-911 SOFTWARE	053443	INVOICE #2FF06481-2020	0.00	659.00
TOTAL CASH ACCOUNT						0.00	323,522.64
TOTAL FUND						0.00	323,522.64
TOTAL REPORT						0.00	323,522.64

SELECTION CRITERIA: payable.due_date='20200803 00:00:00.000'
PAYMENT TYPE: ALL

FUND - 01 - GENERAL FUND

DEPT-DIV	ACCOUNT	------TITLE------	----------	----------VENDOR----------	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
01	226900	SUSPENSE	12268	CALL ONE		1210244	G395	0.00	59039.34
TOTAL GENERAL FUND								0.00	59039.34
010110	4100	LEGAL FEES	14376	KLEIN, THORPE & JENKI	00094379-01	4999-002	G395	0.00	2255.20
010110	4650	MISCELLANEOUS CO	5861	HINCKLEY SPRING WATER	00094380-01	257537707162	G395	0.00	128.63
TOTAL CITY COUNCIL-OPERATIONS								0.00	2383.83
010207	4225	OTHER CONTRACTUA	5353	PATRICK ENGINEERING,	00094378-01	21653.008	G395	0.00	2765.00
010207	4719	LOC INTEREST	15256	FIFTH THIRD BANK	00094383-01	2010280257	G395	0.00	132.53
TOTAL CITY ADMIN-SPECIAL PROJ								0.00	2897.53
010208	4107	NEWSLETTER PREPA	14545	CREEKSIDE PRINTING	00094377-01	1795	G395	0.00	1870.00
010208	4112	MEMBERSHIPS/DUES	11653	ROSEMARY MACKEY	00094381-01	REIMBURSEMNT	G395	0.00	407.00
010208	4204	ELECTRIC	152	COMMONWEALTH EDISON		VARIOUS	G395	0.00	71.99
010208	4225	OTHER CONTRACTUA	11977	MERLE BURLEIGH	00093882-01	AUGUST-20	G395	0.00	850.00
TOTAL CITY ADMIN-MARKET/COMM								0.00	3198.99
010219	4225	OTHER CONTRACTUA	14545	CREEKSIDE PRINTING	00094377-01	1795	G395	0.00	1307.00
010219	4650	MISCELLANEOUS CO	11661	EXPERT LOCK & SAFE, I	00094347-01	86461	G395	0.00	462.79
010219	4650	MISCELLANEOUS CO	13021	CASE LOTS, INC	00094321-01	6748	G395	0.00	79.80
010219	4650	MISCELLANEOUS CO	13021	CASE LOTS, INC	00094337-01	6562	G395	0.00	49.90
010219	4650	MISCELLANEOUS CO	13879	4 IMPRINT	00094171-01	8377952	G395	0.00	3050.00
010219	4650	MISCELLANEOUS CO	13879	4 IMPRINT	00094171-02	8377952	G395	0.00	40.00
010219	4650	MISCELLANEOUS CO	13879	4 IMPRINT	00094171-03	8377952	G395	0.00	143.79
010219	4650	MISCELLANEOUS CO	2013	GRAINGER		9591817433	G395	0.00	77.12
010219	4806	OTHER CAPITAL OU	15254	WEST CHICAGO CUSTOM C	00094324-01	137490	G395	0.00	314.58
TOTAL CITY ADMIN - COVID19								0.00	5524.98
010501	4053	HEALTH/DENTAL/LI	11129	MOE FUNDS		SEPT '20	G395	0.00	41865.85
TOTAL ADMIN SERVICES-HR								0.00	41865.85
010503	4109	NETWORK CHARGES	13068	AT & T		111338329	G395	0.00	68.06
010503	4225	OTHER CONTRACTUA	12060	CURRENT TECHNOLOGIES	00094384-01	724864	G395	0.00	259.95
010503	4806	OTHER CAPITAL OU	14866	JUDE VICKERY	00094382-01	279662	G395	0.00	700.00
TOTAL ADMIN SERVICES-IT								0.00	1028.01
010613	4100	LEGAL FEES	15072	TOSCAS LAW GROUP	00094298-01	LOC ORD VIO	G395	0.00	600.00
010613	4225	OTHER CONTRACTUA	10633	ADT SECURITY SERVICES	00094300-01	32911186	G395	0.00	549.54
010613	4225	OTHER CONTRACTUA	10633	ADT SECURITY SERVICES	00094300-02	33246843	G395	0.00	2025.12
010613	4225	OTHER CONTRACTUA	13068	AT & T		114559150	G395	0.00	68.06
010613	4230	GRAFFITI REMOVAL	15271	EXSTREAM CLEAN	00094307-01	INV-1181	G395	0.00	2542.50
010613	4423	RADIO/RADAR EQUI	14383	ULTRA STROBE COMMUNIC	00094299-01	077601	G395	0.00	575.00

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PAYMENT TYPE: ALL

FUND - 01 - GENERAL FUND

DEPT-DIV	ACCOUNT	------TITLE------	----------	----------VENDOR----------	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
010613	4423	RADIO/RADAR EQUI	14383	ULTRA STROBE COMMUNIC	00094299-02	077604	G395	0.00	575.00
010613	4423	RADIO/RADAR EQUI	14383	ULTRA STROBE COMMUNIC	00094299-03	077605	G395	0.00	575.00
010613	4423	RADIO/RADAR EQUI	14383	ULTRA STROBE COMMUNIC	00094299-04	077607	G395	0.00	575.00
010613	4423	RADIO/RADAR EQUI	14383	ULTRA STROBE COMMUNIC	00094299-05	077606	G395	0.00	575.00
010613	4423	RADIO/RADAR EQUI	14383	ULTRA STROBE COMMUNIC	00094303-01	077636	G395	0.00	575.00
010613	4423	RADIO/RADAR EQUI	14383	ULTRA STROBE COMMUNIC	00094305-01	077641	G395	0.00	575.00
010613	4423	RADIO/RADAR EQUI	14383	ULTRA STROBE COMMUNIC	00094305-02	077646	G395	0.00	575.00
010613	4423	RADIO/RADAR EQUI	14383	ULTRA STROBE COMMUNIC	00094305-03	077649	G395	0.00	575.00
010613	4615	UNIFORMS/SAFETY	492	RAY O'HERRON, INC.	00094304-01	2040265-IN	G395	0.00	1398.35
010613	4615	UNIFORMS/SAFETY	492	RAY O'HERRON, INC.	00094304-03	2040261-IN	G395	0.00	132.00
010613	4618	AMMUNITION/FIREA	492	RAY O'HERRON, INC.	00094304-02	2040263-IN	G395	0.00	97.00
010613	4650	MISCELLANEOUS CO	13310	ULINE	00094306-01	122169927	G395	0.00	243.68
010613	4806	OTHER CAPITAL OU	12060	CURRENT TECHNOLOGIES	00094374-01	10496	G395	0.00	4369.72
TOTAL POLICE-OPERATIONS								0.00	17200.97
010921	4202	TELEPHONE & ALAR	12709	SPRINT		539996026	G395	0.00	95.28
010921	4204	ELECTRIC	152	COMMONWEALTH EDISON		VARIOUS	G395	0.00	234.20
010921	4219	CONTRACT JANITOR	9719	CRYSTAL MAINTENANCE S	00093224-01	26757	G395	0.00	3099.08
010921	4225	OTHER CONTRACTUA	12380	CINTAS CORPORATION	00093082-02	4055981437	G395	0.00	13.43
010921	4225	OTHER CONTRACTUA	12380	CINTAS CORPORATION	00093082-03	401559981397	G395	0.00	11.81
010921	4225	OTHER CONTRACTUA	12380	CINTAS CORPORATION	00093082-04	4055981465	G395	0.00	17.80
010921	4225	OTHER CONTRACTUA	12380	CINTAS CORPORATION	00093082-05	4055981438	G395	0.00	9.48
010921	4225	OTHER CONTRACTUA	12682	COMCAST CABLE		877120038010	G395	0.00	217.16
010921	4225	OTHER CONTRACTUA	15152	AMERICANA LANDSCAPE G	00094336-01	5394	G395	0.00	525.00
010921	4225	OTHER CONTRACTUA	3400	AT&T		VARIOUS	G395	0.00	320.16
010921	4650	MISCELLANEOUS CO	11661	EXPERT LOCK & SAFE, I	00094314-01	86463	G395	0.00	69.80
010921	4650	MISCELLANEOUS CO	11661	EXPERT LOCK & SAFE, I	00094347-02	86462	G395	0.00	307.60
010921	4650	MISCELLANEOUS CO	13021	CASE LOTS, INC	00094325-01	5112	G395	0.00	334.20
010921	4650	MISCELLANEOUS CO	13021	CASE LOTS, INC	00094337-01	6562	G395	0.00	302.35
010921	4650	MISCELLANEOUS CO	13021	CASE LOTS, INC	00094349-01	6751	G395	0.00	406.00
010921	4650	MISCELLANEOUS CO	13021	CASE LOTS, INC	00094360-01	6917	G395	0.00	344.50
010921	4650	MISCELLANEOUS CO	15273	BASE SOLUTIONS LLC	00094323-01	148192	G395	0.00	200.52
010921	4650	MISCELLANEOUS CO	15273	BASE SOLUTIONS LLC	00094362-01	147248	G395	0.00	591.29
010921	4650	MISCELLANEOUS CO	2013	GRAINGER		9590228715	G395	0.00	65.76
010921	4650	MISCELLANEOUS CO	2013	GRAINGER		9590351848	G395	0.00	88.16
010921	4650	MISCELLANEOUS CO	2013	GRAINGER		9590575099	G395	0.00	101.96
010921	4650	MISCELLANEOUS CO	2013	GRAINGER		9591817441	G395	0.00	299.00
010921	4650	MISCELLANEOUS CO	3491	FLOLO CORPORATION	00094351-01	445307	G395	0.00	110.16
010921	4650	MISCELLANEOUS CO	3491	FLOLO CORPORATION	00094351-02	445308	G395	0.00	435.57
TOTAL PUBLIC WORKS-MUN PROP								0.00	8200.27
010922	4214	BRUSH PICKUP	665	KRAMER TREE SPECIALIS	00093996-01	94134	G395	0.00	13825.00
010922	4225	OTHER CONTRACTUA	665	KRAMER TREE SPECIALIS	00093223-01	94160	G395	0.00	50.00
010922	4225	OTHER CONTRACTUA	665	KRAMER TREE SPECIALIS	00093223-01	94371	G395	0.00	75.00
010922	4604	TOOLS & EQUIPMEN	2013	GRAINGER		9591044749	G395	0.00	298.48
010922	4604	TOOLS & EQUIPMEN	7565	FORESTRY SUPPLIERS, I	00094319-01	741920-00	G395	0.00	226.20

SELECTION CRITERIA: payable.due_date='20200803 00:00:00.000'
PAYMENT TYPE: ALL

FUND - 01 - GENERAL FUND

DEPT-DIV	ACCOUNT	------TITLE------	----------VENDOR----------	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
TOTAL PUBLIC WORKS-FORESTRY							0.00	14474.68
010923	4216	GROUNDS MAINTENA 1843	CEMETERY MANAGEMENT,	00093231-01	00-18347	G395	0.00	2450.00
010923	4216	GROUNDS MAINTENA 1843	CEMETERY MANAGEMENT,	00093231-01	00-18348	G395	0.00	1530.00
TOTAL PUBLIC WORKS-CEMETERIES							0.00	3980.00
010924	4202	TELEPHONE & ALAR 12709	SPRINT		539996026	G395	0.00	197.20
010924	4615	UNIFORMS/SAFETY 2013	GRAINGER		9584675400	G395	0.00	54.62
010924	4615	UNIFORMS/SAFETY 2013	GRAINGER		9584675392	G395	0.00	16.77
010924	4615	UNIFORMS/SAFETY 7565	FORESTRY SUPPLIERS, I	00094319-02	742888-02	G395	0.00	215.90
010924	4650	MISCELLANEOUS CO 1053	RANDALL PRESSURE SYST		I-34661-02	G395	0.00	7.82
010924	4650	MISCELLANEOUS CO 12129	VIKING BROTHERS INC.	00094060-01	INV2020-364	G395	0.00	136.36
010924	4650	MISCELLANEOUS CO 231	MC MASTER-CARR SUPPLY		42401233	G395	0.00	103.28
010924	4650	MISCELLANEOUS CO 6441	CANON BUSINESS SOLUTI	00094318-02	4033299538	G395	0.00	18.54
010924	4650	MISCELLANEOUS CO 7565	FORESTRY SUPPLIERS, I	00094309-01	728833-00	G395	0.00	232.91
TOTAL PUBLIC WORKS-R & B							0.00	983.40
010925	4202	TELEPHONE & ALAR 12709	SPRINT		539996026	G395	0.00	44.32
010925	4202	TELEPHONE & ALAR 13257	COMCAST CABLE		877120038024	G395	0.00	212.46
010925	4400	VEHICLE REPAIR 2390	DELUXE TOWING	00094317-01	91168	G395	0.00	150.00
010925	4400	VEHICLE REPAIR 4774	SAFETY LANE INSPECTIO	00094253-01	19798	G395	0.00	37.00
010925	4400	VEHICLE REPAIR 4774	SAFETY LANE INSPECTIO	00094253-05	19798	G395	0.00	55.00
010925	4400	VEHICLE REPAIR 4774	SAFETY LANE INSPECTIO	00094253-06	19798	G395	0.00	37.00
010925	4400	VEHICLE REPAIR 4774	SAFETY LANE INSPECTIO	00094253-07	19798	G395	0.00	37.00
010925	4603	PARTS FOR VEHICL 11127	HERITAGE-CRYSTAL CLEA	00094376-01	16366606	G395	0.00	247.50
010925	4603	PARTS FOR VEHICL 11440	RUSSO POWER EQUIPMENT	00094316-01	SPI10131579	G395	0.00	137.22
010925	4603	PARTS FOR VEHICL 11440	RUSSO POWER EQUIPMENT	00094329-01	SP1I0131595	G395	0.00	541.34
010925	4603	PARTS FOR VEHICL 12643	KIMBALL MIDWEST	00094322-01	8055860	G395	0.00	63.16
010925	4603	PARTS FOR VEHICL 12643	KIMBALL MIDWEST	00094322-02	8058999	G395	0.00	74.74
010925	4603	PARTS FOR VEHICL 12643	KIMBALL MIDWEST	00094322-03	8067391	G395	0.00	269.13
010925	4603	PARTS FOR VEHICL 12643	KIMBALL MIDWEST	00094322-04	8067806	G395	0.00	109.60
010925	4603	PARTS FOR VEHICL 12643	KIMBALL MIDWEST	00094322-05	8067944	G395	0.00	269.13
010925	4603	PARTS FOR VEHICL 12643	KIMBALL MIDWEST	00094322-06	8068022	G395	0.00	182.44
010925	4603	PARTS FOR VEHICL 12643	KIMBALL MIDWEST	00094322-07	8068130	G395	0.00	271.70
010925	4603	PARTS FOR VEHICL 12643	KIMBALL MIDWEST	00094322-08	8068224	G395	0.00	58.80
010925	4603	PARTS FOR VEHICL 12643	KIMBALL MIDWEST	00094322-09	8090452	G395	0.00	211.58
010925	4603	PARTS FOR VEHICL 12643	KIMBALL MIDWEST	00094322-11	8092426	G395	0.00	264.58
010925	4603	PARTS FOR VEHICL 12643	KIMBALL MIDWEST	00094322-12	8092497	G395	0.00	87.88
010925	4603	PARTS FOR VEHICL 12643	KIMBALL MIDWEST	00094356-01	8090549	G395	0.00	324.31
010925	4603	PARTS FOR VEHICL 13908	RUSH TRUCK CENTERS OF	00094358-01	3020037835	G395	0.00	520.00
010925	4603	PARTS FOR VEHICL 13908	RUSH TRUCK CENTERS OF	00094358-02	3020086818	G395	0.00	26.40
010925	4603	PARTS FOR VEHICL 13908	RUSH TRUCK CENTERS OF	00094358-03	3020101211	G395	0.00	70.53
010925	4603	PARTS FOR VEHICL 14865	INTERSTATE POWER SYST	00094333-01	C042043888	G395	0.00	796.91
010925	4603	PARTS FOR VEHICL 2609	DON MC CUE CHEVROLET		424949CVW	G395	0.00	42.84
010925	4603	PARTS FOR VEHICL 4554	FLEET SAFETY SUPPLY	00094330-01	75184	G395	0.00	397.70
010925	4603	PARTS FOR VEHICL 4735	NAPA AUTO PARTS	00094328-01	4496-107243	G395	0.00	522.62
010925	4603	PARTS FOR VEHICL 4735	NAPA AUTO PARTS	00094357-01	4496-107934	G395	0.00	645.86

SELECTION CRITERIA: payable.due_date='20200803 00:00:00.000'
PAYMENT TYPE: ALL

FUND - 01 - GENERAL FUND

DEPT-DIV	ACCOUNT	------TITLE------	----------	----------VENDOR----------	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
010925	4603	PARTS FOR VEHICL	5384	AIRGAS USA, LLC	00094310-01	9971797051	G395	0.00	119.59
010925	4603	PARTS FOR VEHICL	546	WEST SIDE TRACTOR SAL	00094344-01	N93858	G395	0.00	104.05
010925	4604	TOOLS & EQUIPMEN	12643	KIMBALL MIDWEST	00094322-10	8091970	G395	0.00	116.98
010925	4604	TOOLS & EQUIPMEN	2013	GRAINGER		9593695472	G395	0.00	184.04
010925	4604	TOOLS & EQUIPMEN	6935	SNAP ON TOOLS	00094327-01	ARV/44307542	G395	0.00	402.60
TOTAL PUBLIC WORKS-MAINT GAR								0.00	7636.01
010926	4204	ELECTRIC	151	COMED		0923084066	G395	0.00	1415.26
010926	4204	ELECTRIC	152	COMMONWEALTH EDISON		0423168236	G395	0.00	79.15
010926	4204	ELECTRIC	152	COMMONWEALTH EDISON		VARIOUS	G395	0.00	1165.57
TOTAL MOTOR FUEL TAX								0.00	2659.98
011028	4211	PRINTING & BINDI	15211	WEST CHICAGO PRINTING	00094372-01	43510	G395	0.00	190.00
011028	4223	LEGAL REPORTER F	14172	PLANET DEPOS, LLC	00094370-01	339244	G395	0.00	559.17
TOTAL COM DEV-PLANNING								0.00	749.17
011029	4100	LEGAL FEES	15072	TOSCAS LAW GROUP	00094371-01	MUNIC/BLD COG	395	0.00	675.00
011029	4113	ENFORCEMENT & IN	1800	B & F CONSTRUCTION CO	00094368-01	54105	G395	0.00	14375.00
011029	4120	PLAN REVIEW	1800	B & F CONSTRUCTION CO	00094369-01	13010	G395	0.00	1625.00
011029	4120	PLAN REVIEW	1800	B & F CONSTRUCTION CO	00094373-01	54161	G395	0.00	450.00
011029	4120	PLAN REVIEW	1800	B & F CONSTRUCTION CO	00094373-02	54172	G395	0.00	1069.37
TOTAL COM DEV-BUILDING & CODE								0.00	18194.37
TOTAL FUND								0.00	190017.38

SELECTION CRITERIA: payable.due_date='20200803 00:00:00.000'
PAYMENT TYPE: ALL

FUND - 05 - SEWER FUND

DEPT-DIV	ACCOUNT	------TITLE------	----------	----------VENDOR----------	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
053443	4053	HEALTH/DENTAL/LI	11129	MOE FUNDS		SEPT '20	G395	0.00	9983.40
053443	4125	SOFTWARE MAINTEN	14022	WIN-911 SOFTWARE	00094340-01	2FF06481	G395	0.00	659.00
053443	4202	TELEPHONE & ALAR	12709	SPRINT		539996026	G395	0.00	130.00
053443	4202	TELEPHONE & ALAR	3400	AT&T		VARIOUS	G395	0.00	687.23
053443	4202	TELEPHONE & ALAR	4207	VERIZON WIRELESS		342030672	G395	0.00	532.18
053443	4204	ELECTRIC	152	COMMONWEALTH EDISON		VARIOUS	G395	0.00	353.73
053443	4225	OTHER CONTRACTUA	11849	DUPAGE RIVER SALT CRE	00094353-01	265	G395	0.00	6169.00
053443	4225	OTHER CONTRACTUA	3400	AT&T		VARIOUS	G395	0.00	320.16
053443	4400	VEHICLE REPAIR	4774	SAFETY LANE INSPECTIO	00094253-02	19798	G395	0.00	37.00
053443	4402	LIFT STATION REP	14725	ELLIOTT ELECTRIC, INC	00094338-01	24536	G395	0.00	4700.00
053443	4402	LIFT STATION REP	14897	ADVANCED AUTOMATION &	00092724-01	20-3412	G395	0.00	6210.00
053443	4402	LIFT STATION REP	14897	ADVANCED AUTOMATION &	00092724-01	20-3378	G395	0.00	12075.00
053443	4603	PARTS FOR VEHICL	14839	ARIES INDUSTRIES, INC	00094352-01	398331	G395	0.00	582.39
053443	4603	PARTS FOR VEHICL	14839	ARIES INDUSTRIES, INC	00094352-02	398332	G395	0.00	635.40
053443	4603	PARTS FOR VEHICL	4095	STANDARD EQUIPMENT CO	00094339-01	P23048	G395	0.00	305.88
053443	4630	PARTS-LIFT STATI	1320	STEINER ELECTRIC	00094331-01	S006669752.0	G395	0.00	412.33
053443	4630	PARTS-LIFT STATI	4406	U.S.A. BLUEBOOK	00094366-01	289277	G395	0.00	836.56
053443	4638	TRENCH BACKFILL	12129	VIKING BROTHERS INC.	00094060-01	INV2020-364	G395	0.00	300.00
053443	4639	PARTS-MAINS	2810	CORE & MAIN, LP	00094365-01	M566094	G395	0.00	1545.04
053443	4650	MISCELLANEOUS CO	11433	DUPAGE TOPSOIL, INC.	00093839-01	050447	G395	0.00	350.00
053443	4650	MISCELLANEOUS CO	2013	GRAINGER		9592381249	G395	0.00	114.24
053443	4719	LOC INTEREST	15256	FIFTH THIRD BANK	00094383-01	2010280257	G395	0.00	132.53
TOTAL SEWER-SANITARY COLLECTION								0.00	47071.07
TOTAL FUND								0.00	47071.07

SELECTION CRITERIA: payable.due_date='20200803 00:00:00.000'
PAYMENT TYPE: ALL

FUND - 06 - WATER FUND

DEPT-DIV	ACCOUNT	------TITLE------	----------	----------VENDOR----------	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
063447	4053	HEALTH/DENTAL/LI	11129	MOE FUNDS		SEPT '20	G395	0.00	9983.40
063447	4202	TELEPHONE & ALAR	12709	SPRINT		539996026	G395	0.00	180.96
063447	4225	OTHER CONTRACTUA	1685	HACH COMPANY	00094057-01	12019380	G395	0.00	3400.00
063447	4225	OTHER CONTRACTUA	3400	AT&T		VARIOUS	G395	0.00	320.16
063447	4400	VEHICLE REPAIR	4774	SAFETY LANE INSPECTIO	00094253-08	19817	G395	0.00	37.00
063447	4400	VEHICLE REPAIR	4774	SAFETY LANE INSPECTIO	00094253-09	19817	G395	0.00	37.00
063447	4420	PUMP STATION REP	10577	UTILITIES AUTOMATION	00094341-01	2020013	G395	0.00	1202.50
063447	4603	PARTS FOR VEHICL	1320	STEINER ELECTRIC		S006677322.0	G395	0.00	13.65
063447	4603	PARTS FOR VEHICL	14940	WAYTEK, INC	00094308-01	3002021	G395	0.00	41.73
063447	4603	PARTS FOR VEHICL	14940	WAYTEK, INC	00094345-01	3001614	G395	0.00	780.69
063447	4603	PARTS FOR VEHICL	4554	FLEET SAFETY SUPPLY	00094315-01	75086	G395	0.00	100.50
063447	4603	PARTS FOR VEHICL	4774	SAFETY LANE INSPECTIO	00094253-03	19798	G395	0.00	55.00
063447	4603	PARTS FOR VEHICL	4774	SAFETY LANE INSPECTIO	00094253-04	19798	G395	0.00	37.00
063447	4620	PARTS & EQUIPMEN	7619	GASVODA & ASSOC., INC	00093862-01	INV2001149	G395	0.00	1799.00
063447	4620	PARTS & EQUIPMEN	7619	GASVODA & ASSOC., INC	00093862-02	INV2001149	G395	0.00	256.00
063447	4620	PARTS & EQUIPMEN	7619	GASVODA & ASSOC., INC	00093862-03	INV2001149	G395	0.00	27.99
063447	4621	PARTS & EQUIPMEN	12129	VIKING BROTHERS INC.	00094060-01	INV2020-364	G395	0.00	2290.91
063447	4621	PARTS & EQUIPMEN	2810	CORE & MAIN, LP	00094326-01	M675688	G395	0.00	2437.17
063447	4621	PARTS & EQUIPMEN	2810	CORE & MAIN, LP	00094348-01	M635050	G395	0.00	498.00
063447	4621	PARTS & EQUIPMEN	2810	CORE & MAIN, LP	00094348-02	M637405	G395	0.00	572.64
063447	4622	PARTS & EQUIP-PU	2013	GRAINGER	00094342-01	9572660901	G395	0.00	373.82
063447	4641	WATER METERS/PAR	13109	WATER RESOURCES, INC	00094312-01	34123	G395	0.00	124.90
063447	4641	WATER METERS/PAR	13109	WATER RESOURCES, INC	00094350-01	34121	G395	0.00	2410.00
063447	4641	WATER METERS/PAR	13109	WATER RESOURCES, INC	00094350-02	34122	G395	0.00	1750.00
063447	4650	MISCELLANEOUS CO	11433	DUPAGE TOPSOIL, INC.	00093839-01	050447	G395	0.00	350.00
063447	4719	LOC INTEREST	15256	FIFTH THIRD BANK	00094383-01	2010280257	G395	0.00	132.54
TOTAL WATER-PRODUCTION/DIST								0.00	29212.56
063448	4202	TELEPHONE & ALAR	12709	SPRINT		539996026	G395	0.00	121.12
063448	4202	TELEPHONE & ALAR	3400	AT&T		VARIOUS	G395	0.00	259.36
063448	4219	CONTRACT JANITOR	9719	CRYSTAL MAINTENANCE S	00093224-01	26757	G395	0.00	1739.16
063448	4225	OTHER CONTRACTUA	11546	ALL TYPES ELEVATORS,	00094313-01	34123	G395	0.00	192.00
063448	4225	OTHER CONTRACTUA	12380	CINTAS CORPORATION	00093082-01	4155843359	G395	0.00	15.05
063448	4225	OTHER CONTRACTUA	1685	HACH COMPANY	00094057-01	12019380	G395	0.00	11543.00
063448	4430	WTP OPERATIONS R	15249	KRK MECHANICAL, INC	00094354-01	6989	G395	0.00	3310.00
063448	4502	COPIER FEES	6441	CANON BUSINESS SOLUTI	00094318-01	4033299048	G395	0.00	32.21
063448	4502	COPIER FEES	6441	CANON BUSINESS SOLUTI	00094318-03	4033355985	G395	0.00	81.34
063448	4624	PARTS-BUILDING R	2013	GRAINGER		9584966742	G395	0.00	240.56
063448	4625	LAB SUPPLIES	11177	WILKENS ANDERSON CO.	00094363-01	S1190824.002	G395	0.00	836.32
063448	4626	CHEMICALS	10925	MISSISSIPPI LIME COMP	00093076-01	1499766	G395	0.00	4978.98
063448	4626	CHEMICALS	10925	MISSISSIPPI LIME COMP	00093076-01	1497890	G395	0.00	4870.35
063448	4626	CHEMICALS	10925	MISSISSIPPI LIME COMP	00093076-01	1498954	G395	0.00	4795.30
063448	4626	CHEMICALS	14295	MACCARB, INC	00093077-01	104B000254	G395	0.00	2371.25
063448	4626	CHEMICALS	1914	ALEXANDER CHEMICAL CO	00093079-01	27351	G395	0.00	3143.79
063448	4642	PARTS - WTP OPER	2013	GRAINGER	00094342-01	9572660901	G395	0.00	385.11
063448	4642	PARTS - WTP OPER	231	MC MASTER-CARR SUPPLY		42694441	G395	0.00	46.65
TOTAL WATER-TREATMENT PLANT OP								0.00	38961.55

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FUND - 06 - WATER FUND

DEPT-DIV	ACCOUNT	------TITLE------	----------VENDOR----------	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
TOTAL FUND							0.00	68174.11

SELECTION CRITERIA: payable.due_date='20200803 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	4053	HEALTH/DENTAL/LI	11129	MOE FUNDS		SEPT '20	G395	0.00	966.14
083453	4226	TRAFFIC SIGNAL M	5000	MEADE, INC	00094335-01	692800	G395	0.00	367.50
083453	4227	STREET LIGHT MAI	5000	MEADE, INC	00094346-01	692935	G395	0.00	3149.77
083453	4412	MATERIALS	11333	GRAYBAR ELECTRIC CO.,	00094311-01	9316630710	G395	0.00	276.72
083453	4643	STORM SEWER REPA	14044	OZINGA READY MIX CONC	00094343-01	1463084	G395	0.00	672.00
083453	4670	ROCK SALT	10870	COMPASS MINERALS	00094355-01	PAY AUTH #1	G395	0.00	4625.02
083453	4801	BUILDING/GROUNDS	3597	FEDEX CORPORATION		7-066-34438	G395	0.00	25.72
083453	4807	STREET IMPROVEME	14644	RUBINO ENGINEERING IN	00094375-01	5963	G395	0.00	3362.00
083453	4863	SIDEWALK REMOVAL	3739	PADDOCK PUBLICATIONS	00094332-01	151230	G395	0.00	121.90
TOTAL CAPITAL PROJECTS								0.00	13566.77
TOTAL FUND								0.00	13566.77

SELECTION CRITERIA: payable.due_date='20200803 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	4053	HEALTH/DENTAL/LI	11129 MOE FUNDS		SEPT '20	G395	0.00	1610.21
TOTAL DOWNTOWN TIF							0.00	1610.21
TOTAL FUND							0.00	1610.21

SELECTION CRITERIA: payable.due_date='20200803 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	15275 RITCHIE, JOE	00094367-01	970 ROSEWOOD	G395	0.00	1500.00
TOTAL MISCELLANEOUS DEPOSITSIN							0.00	1500.00
TOTAL FUND							0.00	1500.00

SELECTION CRITERIA: payable.due_date='20200803 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	4204	ELECTRIC	152 COMMONWEALTH EDISON		VARIOUS	G395	0.00	981.85
433476	4219	CONTRACT JANITOR	9719 CRYSTAL MAINTENANCE S	00093224-01	26757	G395	0.00	281.25
433476	4650	MISCELLANEOUS CO	11587 TOTAL PARKING SOLUTIO	00094359-01	105017	G395	0.00	320.00
TOTAL COMMUTER PARKING FUND							0.00	1583.10
TOTAL FUND							0.00	1583.10
TOTAL CHECK TRANSACTIONS							0.00	323522.64
TOTAL EFT TRANSACTIONS							0.00	0.00
TOTAL REPORT							0.00	323522.64

CITY OF WEST CHICAGO

PUBLIC AFFAIRS COMMITTEE
AGENDA ITEM SUMMARY

ITEM TITLE:

Homecoming - Fireworks Display
Wheaton Academy
September 25, 2020

AGENDA ITEM NUMBER: 8.A.

FILE NUMBER: _____

COMMITTEE AGENDA DATE: July 27, 2020
COUNCIL AGENDA DATE: August 3, 2020

STAFF REVIEW: Tom Dabareiner **SIGNATURE** _____

APPROVED BY CITY ADMINISTRATOR:
Michael Guttman **SIGNATURE** _____

ITEM SUMMARY:

Wheaton Academy is requesting permission for its Homecoming event on Friday, September 25, 2020 which includes a fireworks display at 9:45 p.m. Residents in the surrounding neighborhoods will be notified by Wheaton Academy of the date and time of the fireworks display in advance of the event.

The Special Event Permit Application has been reviewed and approved by staff from the Police, Public Works, and Community Development Departments as well as the West Chicago Fire Protection District.

A Fireworks Permit will be secured through the West Chicago Fire Protection District.

ACTIONS PROPOSED:

Recommend event for approval as proposed, contingent upon receipt of an approved Fireworks Permit from the West Chicago Fire Protection District.

COMMITTEE RECOMMENDATION:

At its July 27, 2020 meeting, the Committee voted unanimously to recommend approval of the Homecoming – Fireworks Display, contingent on any orders from any government related to assembly.

CITY OF WEST CHICAGO

CITY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 20-R-0043 – Contract with Aptim Environmental & Infrastructure LLC for Pre-filing Siting Application Review Services

AGENDA ITEM NUMBER: 8.B.

FILE NUMBER: _____

COMMITTEE AGENDA DATE: N/A
COUNCIL AGENDA DATE: 8/3/2020

STAFF REVIEW: **SIGNATURE**_____

APPROVED BY CITY ADMINISTRATOR: **SIGNATURE**_____

ITEM SUMMARY:

The original contract amount of $35,000 has been met, so a change order in the amount of $25,000 is attached; all amounts incurred have been and will continue to be reimbursed by Lakeshore Recycling Systems. No formal application has yet been received. A meeting has been scheduled for August 13, 2020 with staff for our next formal update.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution No. 20-R-0043.

COMMITTEE RECOMMENDATION:

This item did not go to Committee because it will be the City Council that stands in judgement in the end, should an application be filed.

RESOLUTION NO. 20-R-0043

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH APTIM FOR SITING APPLICATION REVIEW SERVICES – WASTE TRANSFER STATION

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute Change Order #1 with Aptim Environmental & Infrastructure LLC for siting application review services associated with a proposed waste transfer station for an additional $25,000 raising the contract amount to $60,000, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 3rd day of August, 2020.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

_____
Mayor Ruben Pineda

ATTEST:

_____
City Clerk Nancy M. Smith

APTIM
1607 East Main Street
St Charles, Illinois 60174
Tel: +1 630 762 1400
Fax: +1 30 762 1402
www.aptim.com

July 22, 2020

Mr. Michael Guttman
Administrator
City of West Chicago
475 Main Street
West Chicago, IL 60185

Subject: Change Order Proposal to Provide Continued Municipal Waste Transfer Station Siting Application Review Services to the City of West Chicago

Dear Mr. Guttman:

Aptim Environmental & Infrastructure, LLC (Aptim) is providing the City of West Chicago (City) with this change order proposal to continue providing professional engineering and review services with regard to an anticipated application requesting local siting approval for the development of a transfer station in West Chicago. As you are aware, beginning in July 2019, we have received and reviewed various sections of a draft of the Application for Local Siting Approval for the above project, and including unanticipated City and County stormwater and PUD submittals and two in-person meetings. The following is a timeline of our meetings, receipt of documents, and issuance of comments thus far:

- Tour of existing facility on July 11, 2019
- Receipt of DuPage County Stormwater Certification Application, PUD Amendment and Site Development Permit Application on July 25, 2019; subsequently reviewed
- Discussion and follow-up email with/to John Hock on September 5, 2019 regarding air treatment.
- Stormwater Comments provided to Dennis Walsh on August 12, 2019
- Stormwater Comments provided to Lakeshore on September 12, 2019
- Receipt draft Criterion 2 on November 18, 2019; subsequently reviewed
- Receipt stormwater responses from Lakeshore/CEC on December 18, 2019
- Receipt drafts of Criterions 4, 7, 8 and 9 on January 7, 2020; subsequently reviewed
- Incorporated remaining stormwater issues into a larger Criterion 2 comment memo provided to the Dennis Walsh on January 20, 2020
- Comments provided to Lakeshore by Dennis Walsh on June 4, 2020
- Receipt of Criterion 3 on February 18, 2020; subsequently reviewed
- Discussion with John Hock on May 26, 2020
- Meeting at CEC office on June 9, 2020
- Receipt of updated drafts of Criterions 4, 7, 8, and 9 on June 26, 2020
- Discussion with John Hock on June 25, 2020
- Receipt of draft Criterions 4, 7, 8, and 9
- Receipt of draft Criterion 5 on June 30, 2020
- Receipt of draft Criterions 1 and 6 on July 1, 2020
- Receipt of revised draft Criterion 2 and drawing set on July 10, 2020

As indicated in the above timeline, we have recently received a revised draft of the application that will require further review and have a planned meeting at Lakeshore's 3152 S California facility on Friday, July 24.

APTIM

However, including invoiced charges and those not yet invoiced by both Mr. Willis (invoices send separately to the City) and Aptim, our previously approved budget of $35,000 has been exhausted as of the end of last week. As such, in order to continue our review of the revised draft sections and drawings, we are requesting an additional $25,000 in approved budget.

Neither our original proposal, nor this change order proposal include providing the City with technical assistance through the local siting hearings. As a separate scope of service, and after filing of an application, Aptim could assist the City in reviewing the application to determine whether a technical basis has been established demonstrating the statutory criteria have been met. This may include conducting additional research and analysis as necessary and within reason in order to verify the information provided by the applicant, and we will assist the City's legal counsel in preparing questions for the applicant during the public hearings.

It is proposed that this scope of services continue to be conducted on a time and material basis in accordance with our existing contract (refer to Attachment 1). As always, the City will only be billed for time and materials actually spent on the project and the amount of effort required for review of the revised draft application may be less than what is being requested.

Please review this proposal and if you find it acceptable sign and return the Change Order Form in Attachment 2 as notice to proceed. We look forward to continuing to work with you on this project. Meanwhile, please contact me at (630)762-1400 at your convenience to discuss any questions you may have.

Sincerely,
Aptim Environmental & Infrastructure, LLC

Devin A. Moose, P.E., DEE
Director

ATTACHMENT 1

Existing Contract

APTIM

APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC
PROFESSIONAL SERVICES AGREEMENT
TIME AND MATERIALS BASIS

1. **SERVICES:** Aptim Environmental & Infrastructure, LLC ("APTIM") a Louisiana corporation, agrees to perform for the undersigned CLIENT professional environmental, health and safety, consulting and/or analytical services ("Services") described in attached Proposal No. ___ dated May 21, 2019 and/or as follows: for $35,000, all in accord with the following terms and conditions.

2. **FEES, INVOICES AND PAYMENTS:** The Services will be performed on a time and materials basis, with compensation due for all goods and Services provided by APTIM, computed in accord with currently-in-effect APTIM rates for Time & Material work. APTIM's particular applicable T & M Rate Sheet for the Services will be attached hereto. Invoices will be submitted by APTIM no more frequently than every two weeks, with payment due upon CLIENT'S receipt of invoice. Payment shall be in U.S. Dollars. CLIENT shall be responsible for payment (without deduction or offset from the total invoice amount) of any and all sales, use, value added, gross receipts, franchise and like taxes, and tariffs and duties, and all disposal fees and taxes, levied against APTIM or its employees by any government or taxing authority. A service charge equal to one and one-half percent (1 ½ %) per month, or the maximum rate permitted by law, whichever is less, will be added to all accounts which remain unpaid for more than thirty (30) calendar days beyond the date of the invoice. Should there be any dispute as payments to be made on a percent complete basis to any portion of an invoice, the undisputed portion shall be promptly paid.

In the event APTIM is requested or authorized by CLIENT, or is required by government regulation, subpoena, or other legal process to produce documents or personnel as witnesses with respect to the Services performed under this Agreement, CLIENT agrees, so long as APTIM is not a party to the proceeding in which the information is sought, to reimburse APTIM for its professional time and expenses, as well as the fees and expenses of counsel, incurred in responding to such requests.

3. **CLIENT'S COOPERATION:** To assist APTIM in performing the Services, CLIENT shall (i) provide APTIM with relevant material, data, and information in its possession pertaining to the specific project or activity, (ii) consult with APTIM when requested, (iii) permit APTIM reasonable access to relevant CLIENT sites, (iv) ensure reasonable cooperation of CLIENT's employees in APTIM's activities, and (v) notify and report to all regulatory agencies as required by such agencies.

4. **CONFIDENTIALITY:** In the course of performing Services, to the extent that CLIENT discloses to APTIM, business or technical information that CLIENT clearly marks in writing as confidential or proprietary, APTIM will exercise reasonable efforts to avoid the disclosure of such information to others. Nonetheless, CLIENT shall treat as confidential all information and data furnished to it by APTIM in connection with this Agreement including, but not limited to, APTIM's technology, formulae, procedures, processes, methods, trade secrets, ideas, inventions, and/or computer programs; and CLIENT shall not disclose such information to any third party.

Nothing herein is meant to prevent nor shall be interpreted as preventing either party from disclosing and/or using any information or data (i) when the information or data are actually known to the receiving party before being obtained or derived from the transmitting party, (ii) when information or data are generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; (iii) where the information or data are obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereto; (iv) where a written release is obtained by the receiving party from the transmitting party; (v) three (3) years from the date of receipt of such information; or (vi) when required by process of law; provided, however, upon service of such process, the recipient thereof shall use reasonable efforts to notify the other party and afford it an opportunity to resist such process.

CLIENT shall obtain APTIM's prior consent and cooperation with the formulation and release of any public disclosure in connection with this Agreement or work performed hereunder, before issuing a news release, public announcement, advertisement, or other form of publicity.

5. **RIGHT TO USE INFORMATION AND DOCUMENTS:** CLIENT may use any final reports of findings, feasibility studies, industrial hygiene and safety, engineering work or other work performed or prepared by APTIM under this Agreement for its internal purposes in connection with the project and/or location indicated in the Services for which such work was prepared, but APTIM reserves all other rights with respect to such documents and all other documents produced in performing the Services. CLIENT shall obtain prior written consent from APTIM for any other use, distribution, or publication of such reports or work results. Unless otherwise expressly agreed to in writing, nothing in this Agreement shall be interpreted to prevent APTIM from application and use of any information

© 2013 Aptim Environmental & Infrastructure, LLC

APTIM _____ CLIENT _____

learned by it from the services (subject to the provisions of Section 4). All reports will be delivered subject to APTIM's then current limitations and disclaimers.

6. PATENTS AND CONFIDENTIAL INFORMATION: APTIM shall retain all right and title to all patentable and unpatentable inventions including confidential know-how developed by APTIM hereunder. However, APTIM hereby grants to CLIENT a royalty-free, nonexclusive, nonassignable license as to such inventions and know-how to use the same in any of CLIENT's facilities. Information submitted to CLIENT by APTIM hereunder is not intended nor shall such submission constitute inducement and/or contribution to infringe any patent(s) owned by a third party, and APTIM specifically disclaims any liability therefor.

7. DELAYS AND CHANGES IN CONDITIONS: If APTIM is delayed or otherwise in any way hindered or impacted at any time in performing the Services by (i) an act, failure to act or neglect of CLIENT or CLIENT's employees or any third parties: (ii) changes in the scope of the work: (iii) unforeseen, differing or changed circumstances or conditions including differing site conditions, acts of force majeure (such as fires, floods, riots, and strikes); (iv) changes in government acts or regulations; (v) delay authorized by CLIENT and agreed to by APTIM; or (vi) any other cause beyond the reasonable control of APTIM, **then** 1) the time for completion of the Services shall be extended based upon the impact of the delay, and 2) APTIM shall receive an equitable compensation adjustment.

8. INSURANCE: APTIM is presently protected by Worker's Compensation Insurance as required by applicable law and by General Liability and Automobile Liability Insurance (in the amount of $1,000,000 combined single limit) for bodily injury and property damage. Insurance certificates will be furnished to Client on request. If the CLIENT requires further insurance coverage, APTIM will endeavor to obtain said coverage, and CLIENT shall pay any extra costs therefor.

9. RISK ALLOCATION - CLIENT hereby agrees that: (1) there are risks inherent to the Services, many of which cannot be ascertained or anticipated prior to or during the course of the Services; (2) due to the inherently limited nature and amount of the data resulting from environmental investigation methods, complete analysis of conditions is not always possible, and, therefore, conditions frequently vary from those anticipated earlier; and (3) technology, methods, accepted professional standards as well as law and policy, are undefined and/or constantly changing and evolving. In light of all of the foregoing and considering APTIM's lack of responsibility for creating the conditions requiring the Services, as a material inducement to and consideration for APTIM's agreement to perform the Services on the terms and at the price herein provided for. CLIENT SPECIFICALLY AGREES THAT APTIM'S LIABILITY SHALL BE STRICTLY LIMITED AS PROVIDED IN SECTIONS 10 THROUGH 12 OF THIS AGREEMENT.

10. WARRANTY: APTIM is an independent contractor and APTIM's Services will be performed, findings obtained, and recommendations prepared in accordance with generally and currently accepted professional practices and standards governing recognized firms in the area engaged in similar work. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED.

11. INDEMNITIES: APTIM shall defend, indemnify and hold harmless CLIENT from and against loss or damage to tangible property, or injury to persons, to the extent arising from the negligent acts or omissions or willful misconduct of APTIM, its subcontractors, and their respective employees and agents acting in the course and scope of their employment; provided, however, APTIM shall indemnify CLIENT from and against any loss or damage in the handling or management of any hazardous or radioactive material, or any pollution, contamination, or release of hazardous or radioactive materials, only to the extent resulting from APTIM's gross negligence or willful misconduct. CLIENT shall defend, indemnify and save harmless APTIM (including its parent, subsidiary, and affiliated companies and their officers, directors, employees, and agents) from and against, and any indemnity by APTIM shall not apply to, loss, damage, injury or liability arising from the (i) acts or omissions of CLIENT, its contractors, and their respective subcontractors, employees and agents, or of third parties; (ii) any allegations that APTIM is the owner, operator, manager, or person in charge of all or any portion of a site addressed by the services, or arranged for the treatment, transportation, or disposal of, or owned or possessed, or chose the treatment, transportation or disposal site for, any material with respect to which Services are provided, and (iii) any pollution, contamination or release of hazardous or radioactive materials, including all adverse health effects thereof, except for any portion thereof which results from APTIM's gross negligence or willful misconduct.

12. LIMITATIONS OF LIABILITY:

a. GENERAL LIMITATION - CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY ALLEGED BREACH OF WARRANTY BY APTIM SHALL BE TO REQUIRE APTIM TO RE-PERFORM ANY DEFECTIVE SERVICES. APTIM'S LIABILITY AND CLIENT'S REMEDIES FOR ALL CAUSES OF ACTION ARISING HEREUNDER WHETHER BASED IN CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, OR ANY OTHER CAUSE OF ACTION, SHALL NOT EXCEED IN THE CUMULATIVE AGGREGATE (INCLUDING ANY INSURANCE PROCEEDS) WITH RESPECT TO ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHATEVER MINIMUM AMOUNT MAY BE REQUIRED BY LAW OR, IF NONE, THE

APTIM _____ CLIENT _____

LESSER OF THE AMOUNT OF COMPENSATION FOR SUCH SERVICES, OR $100,000 (WHICH AMOUNT INCLUDES ANY FEES AND COSTS INCURRED IN RE-PERFORMING SERVICES). THE REMEDIES IN THIS AGREEMENT ARE CLIENT'S SOLE AND EXCLUSIVE REMEDIES. ALL CLAIMS, INCLUDING THOSE FOR NEGLIGENCE OR ANY OTHER CAUSE WHATSOEVER SHALL BE DEEMED WAIVED UNLESS SUIT THEREON IS FILED WITHIN ONE (1) YEAR AFTER THE EARLIER OF (1) APTIM'S SUBSTANTIAL COMPLETION OF THE SERVICES OR (2) THE DATE OF APTIM'S FINAL INVOICE. FURTHER, APTIM SHALL HAVE NO LIABILITY FOR ANY ACTION INCLUDING DISCLOSURE OF INFORMATION WHERE IT BELIEVES IN GOOD FAITH THAT SUCH ACTION IS REQUIRED BY PROFESSIONAL STANDARDS OF CONDUCT FOR THE PRESERVATION OF PUBLIC HEALTH, SAFETY OR WELFARE, OR BY LAW.

b. CONSEQUENTIAL DAMAGES: FURTHER AND REGARDLESS OF ANY OTHER PROVISION HEREIN, APTIM SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, DECLINE IN PROPERTY VALUE, REGULATORY AGENCY FINES, LOST PRODUCTION OR LOSS OF USE) INCURRED BY CLIENT OR FOR WHICH CLIENT MAY BE LIABLE TO ANY THIRD PARTY OCCASIONED BY THE SERVICES OR BY APPLICATION OR USE OF REPORTS OR OTHER WORK PERFORMED HEREUNDER.

c. ALL CLAIMS AGAINST APTIM, ITS INSURERS, EMPLOYEES, AGENTS, DIRECTORS OR OFFICERS AND ALL OTHER PERSONS FOR WHOM APTIM IS LEGALLY LIABLE, SHALL BE DEEMED WAIVED UNLESS AND TO THE EXTENT CLIENT SHALL BRING SUIT THEREFOR AGAINST APTIM WITHIN ONE (1) YEAR AFTER APTIM'S SUBSTANTIAL COMPLETION OF THE PARTICULAR SERVICES WITH RESPECT TO WHICH THE CLAIM IS MADE

13. GOVERNING LAWS: This Agreement shall be governed and construed in accordance with the laws of the State in which the site to which the Services are performed is located.

14. TERMINATION: Either party may terminate this Agreement with or without cause upon twenty (20) days' written notice to the other party. Upon such termination, CLIENT shall pay APTIM for all Services performed hereunder up to the date of such termination. In addition, if CLIENT terminates, CLIENT shall pay APTIM all reasonable costs and expenses incurred by APTIM in effecting the termination, including, but not limited to non-cancelable commitments and demobilization costs.

15. ASSIGNMENT: Neither APTIM nor CLIENT shall assign any right or delegate any duty under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Services may be performed by any subsidiary, parent or affiliate of APTIM or other person designated by APTIM, and, APTIM may, upon notice to CLIENT, assign, pledge or otherwise hypothecate the cash proceeds and accounts receivable resulting from the performance of any Services or sale of any goods pursuant to this Agreement.

16. MISCELLANEOUS:

a. ENTIRE AGREEMENT, PRECEDENCE, ACCEPTANCE MODIFICATIONS: The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provisions of the Services by APTIM to the CLIENT. All previous proposals, offers, and other communications relative to the provisions of these Services by APTIM, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated by reference herein. In the event of conflict, the four pages of this Agreement shall govern. CLIENT may accept these terms and conditions by execution of this Agreement or by authorizing APTIM to begin work. Any modifications or revision of any provisions hereof or any additional provisions contained in any purchase order, acknowledgement or other document issued by the CLIENT is hereby expressly objected to by APTIM and shall not operate to modify the Agreement.

b. DISPUTES, ATTORNEY FEES – Any dispute regarding this Agreement or the Services shall be resolved first by exchange of documents by senior management of the parties, who may be assisted by counsel. Any thereafter unresolved disputes shall be litigated in the state whose law governs under Section 13 hereunder. In any litigation, the Prevailing Party shall be entitled to receive, as part of any award or judgment, eighty percent (80%) of its reasonable attorneys' fees and costs incurred in handling the dispute. For these purposes, the "Prevailing Party" shall be the party who obtains a litigation result more favorable to it than its last formal written offer (made at least twenty calendar days prior to the formal trial) to settle such litigation.

c. WAIVER OF TERMS AND CONDITIONS - The failure of APTIM or CLIENT in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in the Agreement or the waiver by APTIM or CLIENT of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the

APTIM _____ CLIENT _____

same shall continue and remain in force and effect as if no such failure to enforce had occurred.

d. NOTICES – Any notices required hereunder may be sent by orally confirmed US Mail, courier service (e.g. FedEx), orally confirmed telecopy (fax) or orally confirmed email (further confirmed by US Mail) to the addresses set forth below.

e. SEVERABILITY AND SURVIVAL - Each provision of this Agreement is severable from the others. Should any provision of this Agreement be found invalid or unenforceable, such provision shall be ineffective only to the extent required by law, without invalidating the remainder of such provision or the remainder of this Agreement.

Further, to the extent permitted by law, any provision found invalid or unenforceable shall be deemed automatically redrawn to the extent necessary to render it valid and enforceable consistent with the parties' intent. For example, if the gross negligence standard in Section 11 is unenforceable under an applicable "anti-indemnity" statute, but a sole negligence standard is enforceable, the sole negligence standard shall be automatically substituted therefor. The terms and conditions set forth herein shall survive the termination of this Agreement.

CLIENT and APTIM agree to the foregoing **(INCLUDING THE LIMITATIONS ON LIABILITY IN SECTIONS 9-12)** and have caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

Executed on June 4, 2019

CLIENT

Client Name: City of West Chicago

By (Sign): _____

Print Name: Ruben Pineda

Title: Mayor

Address: 475 Main St, West Chicago, IL 60185

Phone: (630) 293-2200

Fax: (630) 293-3028

E-mail: aadmewestchicago.org

APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC

By (Sign): _____

Print Name: Devin Moose

Title: Director

Address: 1607 E. Main St, St. Charles IL 60174

Phone: (630) 762-1400

Fax: (630) 762-1407

E-mail: devin.moose@aptim.com

APTIM _____ CLIENT _____

ATTACHMENT 2

Change Order Form

APTIM

APTIM

Change Order Form

Project Name: City of West Chicago – Transfer Station Application Review		
Job No. 631009818	**Change No.** 1	**Page**: 1 of 1
Date Prepared July 21, 2020	**Required Client Approval Date**:	
Contract:	**Task Order No.**	

Original SOW Requirements:

$35,000 Originally Approved for to provide municipal solid waste transfer station application review services to the City.

Change:

Perform the following services:

Continued review services of revised draft application.

Justification:

Addition of Services

Impact:

Cost Impact: $25,000

Schedule Impact: None

Risk Profile Impact: None

Change Type: ☒Addition ☐Deletion ☐Over-Run ☐Under-Run ☒Scope Change ☐Schedule Change

Fee Bearing:	☒ Yes	☐ No
Modification Required	☐ Yes	☐ No
Additional Funding Required	☒ Yes	☐ No

APTIM Approvals:		**Client Approval:**	
Project Manager	Date: 7/22/20	Project Manager	Date
Project Controls Manager	Date	Contract Officer	Date
Contracts Manager	Date		Date

CITY OF WEST CHICAGO

CITY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 20-R-0044 – Contract Award – Lorusso Cement Contractors, Inc. - 2020 Sidewalk and Curb Maintenance Program

AGENDA ITEM NUMBER: 8.C.

COMMITTEE AGENDA DATE: N/A
COUNCIL AGENDA DATE: August 3, 2020

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

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

ITEM SUMMARY:

For 2020, the City's annual Sidewalk and Curb Maintenance Program consists of approximately 12,000 square feet of intermittent removal and replacement of mostly residential concrete sidewalk located at approximately 200 locations throughout the City. The sidewalk depth varies from five to six inches. The program also includes installation of ADA compliant detectable warnings pads, removal and replacement of approximately 100 lineal feet of combination concrete curb and gutter, pavement and landscape restoration, and all incidental and collateral work necessary to complete the project as shown on the Plans and identified in the project specifications.

With engineering plans and specifications prepared by Thomas Engineering Group, LLC (TEG), the 2020 Sidewalk and Curb Maintenance Program was advertised in the Daily Herald on July 7, 2020, and bids were opened on July 28, 2020. The City received seven bids with Lorusso Cement Contractors, Inc. of West Chicago, Illinois, submitting the lowest responsible bid of $136,114.00. The second lowest bid was submitted by Davis Concrete Construction Company of Monee, Illinois, for $153,869.30. TEG's engineer's estimate of probable cost was $130,472.60 (see attached bid tabulation sheets for additional clarification).

Lorusso Cement Contractors, Inc. (Lorusso) completed the City's 2013 Sidewalk Maintenance Program and its performance was satisfactory. Staff also contacted the Village of Downers Grove for a performance reference on Lorusso and positive feedback was provided, indicating they would hire Lorusso again.

This year's program is will be paid for using Capital Project Funds in which $135,000.00 has been budgeted for the 2020 Sidewalk and Curb Maintenance Program (08-34-53-4863). Adequate funds are available in the Capital Projects Fund to cover the $1,114.00 budget overage.

Staff recommends that a contract be awarded to Lorusso Cement Contractors, Inc. of West Chicago, Illinois, for services related to the 2020 Sidewalk and Curb Maintenance Program, for an amount not to exceed $136,114.00.

ACTIONS PROPOSED:

Approve Resolution No. 20-R-0044 authorizing the Mayor to execute a Contract with Lorusso Cement Contractors, Inc. of West Chicago, Illinois, in an amount not to exceed $136,114.00, for the 2020 Sidewalk and Curb Maintenance Program.

COMMITTEE RECOMMENDATION:

This item is being presented directly to City Council with approval of the Infrastructure Committee Chairman.

RESOLUTION NO. 20-R-0044

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT AGREEMENT WITH LORUSSO CEMENT CONTRACTORS, INC. FOR SERVICES RELATED TO THE 2020 SIDEWALK AND CURB MAINTENANCE PROGRAM

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a Contract Agreement for Services related to the 2020 Sidewalk and Curb Maintenance Program between the City of West Chicago and Lorusso Cement Contractors, Inc., for an amount not to exceed $136,114.00, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 3rd day of August 2020.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

_____
Mayor Ruben Pineda

ATTEST:

_____
City Clerk Nancy M. Smith

CITY OF WEST CHICAGO 2020 SIDEWALK AND CURB MAINTENANCE PROGRAM Bid Opening: July 28, 2020 @ 10:00 A.M.				Engineer's Estimate		Lorusso Cement Contractors, Inc. 1090 Carolina Dr. West Chicago, IL 60185		Davis Concrete Construction Co. 11244 W. Manhattan-Monee Rd. Monee, IL 60449		Triggi Construction, Inc. 1975 Powis Rd., PO Box 235 West Chicago, IL 60185		Schroeder & Schroeder, Inc. 7306 Central Park Skokie, IL 60076		Copenhaver Construction, Inc. 75 Koppie Dr. Gilberts, IL 60136		M&J Asphalt Paving Co., Inc. 3124 S. 60th Ct. Cicero, IL 60804		Alliance Contractors, Inc. 1166 Lake Ave. Woodstock, IL 60098	
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	Est. Unit Price	TOTAL	BID UNIT PRICE	BID TOTAL	BID UNIT PRICE	BID TOTAL	BID UNIT PRICE	BID TOTAL	BID UNIT PRICE	BID TOTAL	BID UNIT PRICE	BID TOTAL	BID UNIT PRICE	BID TOTAL	BID UNIT PRICE	BID TOTAL
1	P.C.C. DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT (6")	SY	20	$81.50	$1,630.00	$81.00	$1,620.00	$85.00	$1,700.00	$125.00	$2,500.00	$87.00	$1,740.00	$95.00	$1,900.00	$180.00	$3,600.00	$113.85	$2,277.00
2	HMA DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT (4")	SY	40	$54.00	$2,160.00	$30.00	$1,200.00	$65.00	$2,600.00	$125.00	$5,000.00	$58.00	$2,320.00	$86.00	$3,440.00	$280.00	$11,200.00	$187.00	$7,480.00
3	P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (5"- 6")	SF	11,764	$8.40	$98,817.60	$8.50	$99,994.00	$11.20	$131,756.80	$10.25	$120,581.00	$10.00	$117,640.00	$11.00	$129,404.00	$8.50	$99,994.00	$13.30	$156,461.20
4	P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (8")	SF	150	$9.00	$1,350.00	$10.00	$1,500.00	$11.15	$1,672.50	$13.50	$2,025.00	$11.00	$1,650.00	$14.00	$2,100.00	$15.00	$2,250.00	$14.30	$2,145.00
5	CONCRETE CURB, TYPE B (SPECIAL)	FOOT	50	$30.00	$1,500.00	$60.00	$3,000.00	$37.50	$1,875.00	$50.00	$2,500.00	$45.00	$2,250.00	$36.00	$1,800.00	$35.00	$1,750.00	$33.50	$1,675.00
6	COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT (M3.12, B6.12, B6.18)	FOOT	100	$34.50	$3,450.00	$45.00	$4,500.00	$46.50	$4,650.00	$50.00	$5,000.00	$45.00	$4,500.00	$44.00	$4,400.00	$50.00	$5,000.00	$76.40	$7,640.00
7	REINFORCEMENT BARS, EPOXY COATED – TWO CONTINUOUS NO. 5	FOOT	40	$4.00	$160.00	$15.00	$600.00	$4.00	$160.00	$5.00	$200.00	$5.00	$200.00	$15.00	$600.00	$1.50	$60.00	$2.55	$102.00
8	TACTILE / DETECTABLE WARNING FIELDS	SF	30	$42.00	$1,260.00	$150.00	$4,500.00	$40.00	$1,200.00	$25.00	$750.00	$65.00	$1,950.00	$35.00	$1,050.00	$50.00	$1,500.00	$25.00	$750.00
9	AGGREGATE BASE COURSE, TYPE B, 4-INCH	SY	300	$6.50	$1,950.00	$9.00	$2,700.00	$6.00	$1,800.00	$5.00	$1,500.00	$6.00	$1,800.00	$8.00	$2,400.00	$28.00	$8,400.00	$4.50	$1,350.00
10	AGGREGATE BASE COURSE, TYPE B, 2-INCH	SY	250	$4.50	$1,125.00	$9.00	$2,250.00	$4.00	$1,000.00	$3.00	$750.00	$4.00	$1,000.00	$6.00	$1,500.00	$18.00	$4,500.00	$2.25	$562.50
11	TREE ROOT PRUNING	EACH	100	$120.00	$12,000.00	$25.00	$2,500.00	$25.00	$2,500.00	$100.00	$10,000.00	$150.00	$15,000.00	$20.00	$2,000.00	$150.00	$15,000.00	$75.00	$7,500.00
12	VALVE VAULT, MANHOLE, INLET, CATCH BASIN TO BE ADJUSTED	EACH	4	$420.00	$1,680.00	$2,000.00	$8,000.00	$395.00	$1,580.00	$350.00	$1,400.00	$500.00	$2,000.00	$690.00	$2,760.00	$400.00	$1,600.00	$495.00	$1,980.00
13	SIDEWALK REMOVAL (NOT REPLACED)	SF	25	$6.00	$150.00	$10.00	$250.00	$5.00	$125.00	$5.00	$125.00	$5.00	$125.00	$3.00	$75.00	$6.50	$162.50	$6.05	$151.25
14	TOPSOIL, FURNISH AND PLACE, 4"	SY	30	$12.00	$360.00	$50.00	$1,500.00	$10.00	$300.00	$10.00	$300.00	$15.00	$450.00	$10.00	$300.00	$10.00	$300.00	$10.00	$300.00
15	SODDING, SALT TOLERANT	SY	30	$60.00	$1,800.00	$50.00	$1,500.00	$20.00	$600.00	$25.00	$750.00	$35.00	$1,050.00	$12.00	$360.00	$10.00	$300.00	$25.00	$750.00
16	REMOVE AND REINSTALL BRICK PAVER	SY	10	$108.00	$1,080.00	$50.00	$500.00	$35.00	$350.00	$100.00	$1,000.00	$125.00	$1,250.00	$170.00	$1,700.00	$180.00	$1,800.00	$225.00	$2,250.00
		BID TOTAL	As Calculated As Read		**$130,472.60**		**$136,114.00** $136,114.00		**$153,869.30** $153,869.30		**$154,381.00** $154,381.00		**$154,925.00** $154,925.00		**$155,789.00** $155,789.00		**$157,416.50** $157,416.50		**$193,373.95** $193,373.95

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-0045

AGENDA ITEM NUMBER: 8.D.

FILE NUMBER: _____

COMMITTEE AGENDA DATE:

COUNCIL AGENDA DATE: August 3, 2020

STAFF REVIEW: Tom Dabareiner, AICP **SIGNATURE** _____

APPROVED BY CITY ADMINISTRATOR: Michael Guttman **SIGNATURE** _____

ITEM SUMMARY:

At the June 15, 2020 City Council meeting, the Council approved a pre-annexation agreement with Pulte Home Company, LLC (Pulte) to provide City utilities for the development of an eighty (84) unit single-family residential subdivision known as Trillium Farm. At the time, Pulte was the contract purchaser of the entire former Planter's Palette nursery located in unincorporated DuPage County. The current owner of the property is held in a Chicago Land Title Trust with David Tyznik as trustee (Owner).

Pulte has now decided to phase the project with the first phase consisting of the development of nineteen (19) lots and the installation of the required stormwater and utility infrastructure. The Council previously approved the Final Plat for Phase One of the project on July 20, 2020. Pulte anticipates completing the next two phases over the next two years. Rather than purchase the entire property from the Owner to complete Phase One of the project, Pulte has since acquired only that portion of the overall property that is included in Phase One. Pulte remains the contract purchaser of the balance of the property and will acquire such as the next phases occur. This phasing and ownership arrangement has resulted in a new pre-annexation agreement that now includes the Owner as a party to the agreement with the same obligations as Pulte for the development of the property. The previously approved pre-annexation agreement was not signed by Pulte and therefore not recorded, rendering the old pre-annexation agreement null and void. The obligations of both the City and Pulte remain the same from the old agreement.

Prior to consideration of the new 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 August 3, 2020 City Council meeting. A public notice of the hearing was published in the July 19, 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-0045

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 owner of the property legally described in Exhibit "A", attached hereto and made a part hereof, as Parcel 1 and the contract purchaser of the property legally described in Exhibit "A" as Parcel 2 (together as 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 the property legally described in Exhibit "A" as Parcel 2; 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 and OWNER desire 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 August 3, 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"
SUBJECT REALTY

PARCEL 1

THAT PART OF THE NORTHWEST QUARTER 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 AS MEMORIALIZED BY DOCUMENT R2011-037064; THENCE NORTH 89 DEGREES 11 MINUTES 48 SECONDS EAST ALONG THE NORTH LINE OF SAID QUARTER SECTION, 1033.37 TO THE WEST LINE OF THE EAST 301.31 FEET OF PARCEL 1 DESCRIBED IN DEED RECORDED AS DOCUMENT R95-143623; THENCE SOUTH 00 DEGREES 24 MINUTES 35 SECONDS WEST, 78.94 FEET ALONG SAID WEST LINE; THENCE NORTH 89 DEGREES 11 MINUTES 48 SECONDS EAST, 680.76 FEET ALONG THE SOUTH LINE OF THE NORTH 78.92 FEET OF PARCEL 1 PER DOCUMENT R95-143623 AND PARCEL 1 PER DOCUMENT R87039152; THENCE SOUTH 00 DEGREES 24 MINUTES 35 SECONDS WEST, 83.53 FEET ALONG THE EAST LINE OF PARCEL 1 PER SAID DOCUMENT R87039152; THENCE NORTH 69 DEGREES 21 MINUTES 48 SECONDS WEST, 160.07 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 48 SECONDS WEST, 87.44 FEET; THENCE SOUTH 00 DEGREES 48 MINUTES 12 SECONDS EAST, 130.00 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 48 SECONDS WEST, 30.00 FEET; THENCE NORTH 00 DEGREES 48 MINUTES 12 SECONDS WEST, 130.00 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 48 SECONDS WEST, 415.06 FEET; THENCE NORTH 65 DEGREES 59 MINUTES 11 SECONDS WEST, 188.03 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 48 SECONDS WEST, 92.14 FEET; THENCE SOUTH 00 DEGREES 48 MINUTES 12 SECONDS EAST, 196.00 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 48 SECONDS WEST, 32.34 FEET; THENCE SOUTH 00 DEGREES 48 MINUTES 12 SECONDS EAST, 124.84 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 48 SECONDS WEST, 196.00 FEET; THENCE SOUTH 00 DEGREES 48 MINUTES 12 SECONDS EAST, 404.97 FEET; THENCE SOUTH 28 DEGREES 34 MINUTES 05 SECONDS EAST, 92.73 FEET; THENCE SOUTH 42 DEGREES 20 MINUTES 32 SECONDS EAST, 206.15 FEET; THENCE NORTH 47 DEGREES 39 MINUTES 28 SECONDS EAST, 130.00 FEET; THENCE SOUTH 42 DEGREES 20 MINUTES 32 SECONDS EAST, 30.00 FEET; THENCE SOUTH 47 DEGREES 39 MINUTES 28 SECONDS WEST, 200.00 FEET TO THE CENTERLINE OF PURNELL ROAD; THENCE NORTH 42 DEGREES 20 MINUTES 32 SECONDS WEST, 1040.89 FEET ALONG SAID CENTERLINE TO THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 11 MINUTES 20 SECONDS WEST, 276.97 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2

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.

AND 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 ¼ 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 ¼ 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.

AND 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.

EXCEPT: THAT PART OF THE NORTHWEST QUARTER 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 AS MEMORIALIZED BY DOCUMENT R2011-037064; THENCE NORTH 89 DEGREES 11 MINUTES 48 SECONDS EAST ALONG THE NORTH LINE OF SAID QUARTER SECTION, 1033.37 TO THE WEST LINE OF THE EAST 301.31 FEET OF PARCEL 1 DESCRIBED IN DEED RECORDED AS DOCUMENT R95-143623; THENCE SOUTH 00

DEGREES 24 MINUTES 35 SECONDS WEST, 78.94 FEET ALONG SAID WEST LINE; THENCE NORTH 89 DEGREES 11 MINUTES 48 SECONDS EAST, 680.76 FEET ALONG THE SOUTH LINE OF THE NORTH 78.92 FEET OF PARCEL 1 PER DOCUMENT R95-143623 AND PARCEL 1 PER DOCUMENT R87-039152; THENCE SOUTH 00 DEGREES 24 MINUTES 35 SECONDS WEST, 83.53 FEET ALONG THE EAST LINE OF PARCEL 1 PER SAID DOCUMENT R87039152; THENCE NORTH 69 DEGREES 21 MINUTES 48 SECONDS WEST, 160.07 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 48 SECONDS WEST, 87.44 FEET; THENCE SOUTH 00 DEGREES 48 MINUTES 12 SECONDS EAST, 130.00 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 48 SECONDS WEST, 30.00 FEET; THENCE NORTH 00 DEGREES 48 MINUTES 12 SECONDS WEST, 130.00 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 48 SECONDS WEST, 415.06 FEET; THENCE NORTH 65 DEGREES 59 MINUTES 11 SECONDS WEST, 188.03 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 48 SECONDS WEST, 92.14 FEET; THENCE SOUTH 00 DEGREES 48 MINUTES 12 SECONDS EAST, 196.00 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 48 SECONDS WEST, 32.34 FEET; THENCE SOUTH 00 DEGREES 48 MINUTES 12 SECONDS EAST, 124.84 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 48 SECONDS WEST, 196.00 FEET; THENCE SOUTH 00 DEGREES 48 MINUTES 12 SECONDS EAST, 404.97 FEET; THENCE SOUTH 28 DEGREES 34 MINUTES 05 SECONDS EAST, 92.73 FEET; THENCE SOUTH 42 DEGREES 20 MINUTES 32 SECONDS EAST, 206.15 FEET; THENCE NORTH 47 DEGREES 39 MINUTES 28 SECONDS EAST, 130.00 FEET; THENCE SOUTH 42 DEGREES 20 MINUTES 32 SECONDS EAST, 30.00 FEET; THENCE SOUTH 47 DEGREES 39 MINUTES 28 SECONDS WEST, 200.00 FEET TO THE CENTERLINE OF PURNELL ROAD; THENCE NORTH 42 DEGREES 20 MINUTES 32 SECONDS WEST, 1040.89 FEET ALONG SAID CENTERLINE TO THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 11 MINUTES 20 SECONDS WEST, 276.97 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.(s) 04-23-101-028, 04-23-101-027, 04-23-101-002, and 04-23-101-017

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"), 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 Pulte Home Company, LLC ("DEVELOPER"); (OWNER, DEVELOPER, and WEST CHICAGO being sometimes hereinafter referred to individually as a "PARTY" and collectively as the "PARTIES").

W I T N E S S E T H:

WHEREAS, as of the date of this AGREEMENT, DEVELOPER is the Owner of Parcel 1 and contract purchaser of Parcel 2 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 Parcel 2 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 OWNER'S and 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 OWNER'S and DEVELOPER'S retained interest in the SUBJECT REALTY. At such time as OWNER or DEVELOPER conveys any portion of the SUBJECT REALTY, whether to PULTE, the ASSOCIATION (as hereafter defined), or to a third-party home buyer, the successor in interest to OWNER and 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. OWNER, 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 IMRPOVEMENTS") 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 (45th) 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 00/100TH 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
DEVELOPER:	Pulte Home Company, LLC 1900 E. Golf Road, Suite 300 Schaumburg, Illinois 60173
COPY to:	Rosanova & Whitaker, Ltd. 127 Aurora Ave Naperville, Illinois 60540 c/o Russell Whitaker
OWNER:	Chicago Title Land Trust Company David Tyznik 28WW571 Roosevelt Road Winfield, IL 60190
Copy to:	Guerard, Kalina & Butkus 310 S. County Farm Road, Suite H Wheaton, IL 60187

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 OWNER and DEVELOPER are liable under this AGREEMENT only to the extent of OWNER or DEVELOPER'S retained interest in the SUBJECT REALTY. At such time as OWNER or DEVELOPER convey any portion of the SUBJECT REALTY, the successor in interest to OWNER or 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 OWNER or 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 any portion of 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

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

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

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:_____

Name: _____

Title: _____

STATE OF ILLINOIS)
)SS.
COUNTY OF _____)

This instrument was acknowledged before me on _____ _____, 2020 by _____, as Trust Officer of Chicago Title Land Trust Company as Trustee under Trust Agreement dated February 25, 1987 and known as Trust Number 1029.

Given under my hand and official 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

Exhibit "A"
SUBJECT REALTY Legal Description

EXHIBIT A
SUBJECT REALTY LEGAL DESCRIPTION

PARCEL 1
THAT PART OF THE NORTHWEST QUARTER 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 AS MEMORIALIZED BY DOCUMENT R2011-037064; THENCE NORTH 89 DEGREES 11 MINUTES 48 SECONDS EAST ALONG THE NORTH LINE OF SAID QUARTER SECTION, 1033.37 TO THE WEST LINE OF THE EAST 301.31 FEET OF PARCEL 1 DESCRIBED IN DEED RECORDED AS DOCUMENT R95-143623; THENCE SOUTH 00 DEGREES 24 MINUTES 35 SECONDS WEST, 78.94 FEET ALONG SAID WEST LINE; THENCE NORTH 89 DEGREES 11 MINUTES 48 SECONDS EAST, 680.76 FEET ALONG THE SOUTH LINE OF THE NORTH 78.92 FEET OF PARCEL 1 PER DOCUMENT R95-143623 AND PARCEL 1 PER DOCUMENT R87-039152; THENCE SOUTH 00 DEGREES 24 MINUTES 35 SECONDS WEST, 83.53 FEET ALONG THE EAST LINE OF PARCEL 1 PER SAID DOCUMENT R87-039152; THENCE NORTH 69 DEGREES 21 MINUTES 48 SECONDS WEST, 160.07 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 48 SECONDS WEST, 87.44 FEET; THENCE SOUTH 00 DEGREES 48 MINUTES 12 SECONDS EAST, 130.00 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 48 SECONDS WEST, 30.00 FEET; THENCE NORTH 00 DEGREES 48 MINUTES 12 SECONDS WEST, 130.00 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 48 SECONDS WEST, 415.06 FEET; THENCE NORTH 65 DEGREES 59 MINUTES 11 SECONDS WEST, 188.03 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 48 SECONDS WEST, 92.14 FEET; THENCE SOUTH 00 DEGREES 48 MINUTES 12 SECONDS EAST, 196.00 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 48 SECONDS WEST, 32.34 FEET; THENCE SOUTH 00 DEGREES 48 MINUTES 12 SECONDS EAST, 124.84 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 48 SECONDS WEST, 196.00 FEET; THENCE SOUTH 00 DEGREES 48 MINUTES 12 SECONDS EAST, 404.97 FEET; THENCE SOUTH 28 DEGREES 34 MINUTES 05 SECONDS EAST, 92.73 FEET; THENCE SOUTH 42 DEGREES 20 MINUTES 32 SECONDS EAST, 206.15 FEET; THENCE NORTH 47 DEGREES 39 MINUTES 28 SECONDS EAST, 130.00 FEET; THENCE SOUTH 42 DEGREES 20 MINUTES 32 SECONDS EAST, 30.00 FEET; THENCE SOUTH 47 DEGREES 39 MINUTES 28 SECONDS WEST, 200.00 FEET TO THE CENTERLINE OF PURNELL ROAD; THENCE NORTH 42 DEGREES 20 MINUTES 32 SECONDS WEST, 1040.89 FEET ALONG SAID CENTERLINE TO THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 11 MINUTES 20 SECONDS WEST, 276.97 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2
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.

AND
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 ¼ 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 ¼ 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.

AND
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.

EXCEPT:
THAT PART OF THE NORTHWEST QUARTER 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 AS MEMORIALIZED BY DOCUMENT R2011-037064; THENCE NORTH 89 DEGREES 11 MINUTES 48 SECONDS EAST ALONG THE NORTH LINE OF SAID QUARTER SECTION, 1033.37 TO THE WEST LINE OF THE EAST 301.31 FEET OF PARCEL 1 DESCRIBED IN DEED RECORDED AS DOCUMENT R95-143623; THENCE SOUTH 00 DEGREES 24 MINUTES 35 SECONDS WEST, 78.94 FEET ALONG SAID WEST LINE; THENCE NORTH 89 DEGREES 11 MINUTES 48 SECONDS EAST, 680.76 FEET ALONG THE SOUTH LINE OF THE NORTH 78.92 FEET OF PARCEL 1 PER DOCUMENT R95-143623 AND PARCEL 1 PER DOCUMENT R87-

039152; THENCE SOUTH 00 DEGREES 24 MINUTES 35 SECONDS WEST, 83.53 FEET ALONG THE EAST LINE OF PARCEL 1 PER SAID DOCUMENT R87-039152; THENCE NORTH 69 DEGREES 21 MINUTES 48 SECONDS WEST, 160.07 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 48 SECONDS WEST, 87.44 FEET; THENCE SOUTH 00 DEGREES 48 MINUTES 12 SECONDS EAST, 130.00 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 48 SECONDS WEST, 30.00 FEET; THENCE NORTH 00 DEGREES 48 MINUTES 12 SECONDS WEST, 130.00 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 48 SECONDS WEST, 415.06 FEET; THENCE NORTH 65 DEGREES 59 MINUTES 11 SECONDS WEST, 188.03 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 48 SECONDS WEST, 92.14 FEET; THENCE SOUTH 00 DEGREES 48 MINUTES 12 SECONDS EAST, 196.00 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 48 SECONDS WEST, 32.34 FEET; THENCE SOUTH 00 DEGREES 48 MINUTES 12 SECONDS EAST, 124.84 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 48 SECONDS WEST, 196.00 FEET; THENCE SOUTH 00 DEGREES 48 MINUTES 12 SECONDS EAST, 404.97 FEET; THENCE SOUTH 28 DEGREES 34 MINUTES 05 SECONDS EAST, 92.73 FEET; THENCE SOUTH 42 DEGREES 20 MINUTES 32 SECONDS EAST, 206.15 FEET; THENCE NORTH 47 DEGREES 39 MINUTES 28 SECONDS EAST, 130.00 FEET; THENCE SOUTH 42 DEGREES 20 MINUTES 32 SECONDS EAST, 30.00 FEET; THENCE SOUTH 47 DEGREES 39 MINUTES 28 SECONDS WEST, 200.00 FEET TO THE CENTERLINE OF PURNELL ROAD; THENCE NORTH 42 DEGREES 20 MINUTES 32 SECONDS WEST, 1040.89 FEET ALONG SAID CENTERLINE TO THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 11 MINUTES 20 SECONDS WEST, 276.97 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

Exhibit "B"
Plat of Annexation

PLAT OF ANNEXATION

TO THE CITY OF WEST CHICAGO, ILLINOIS

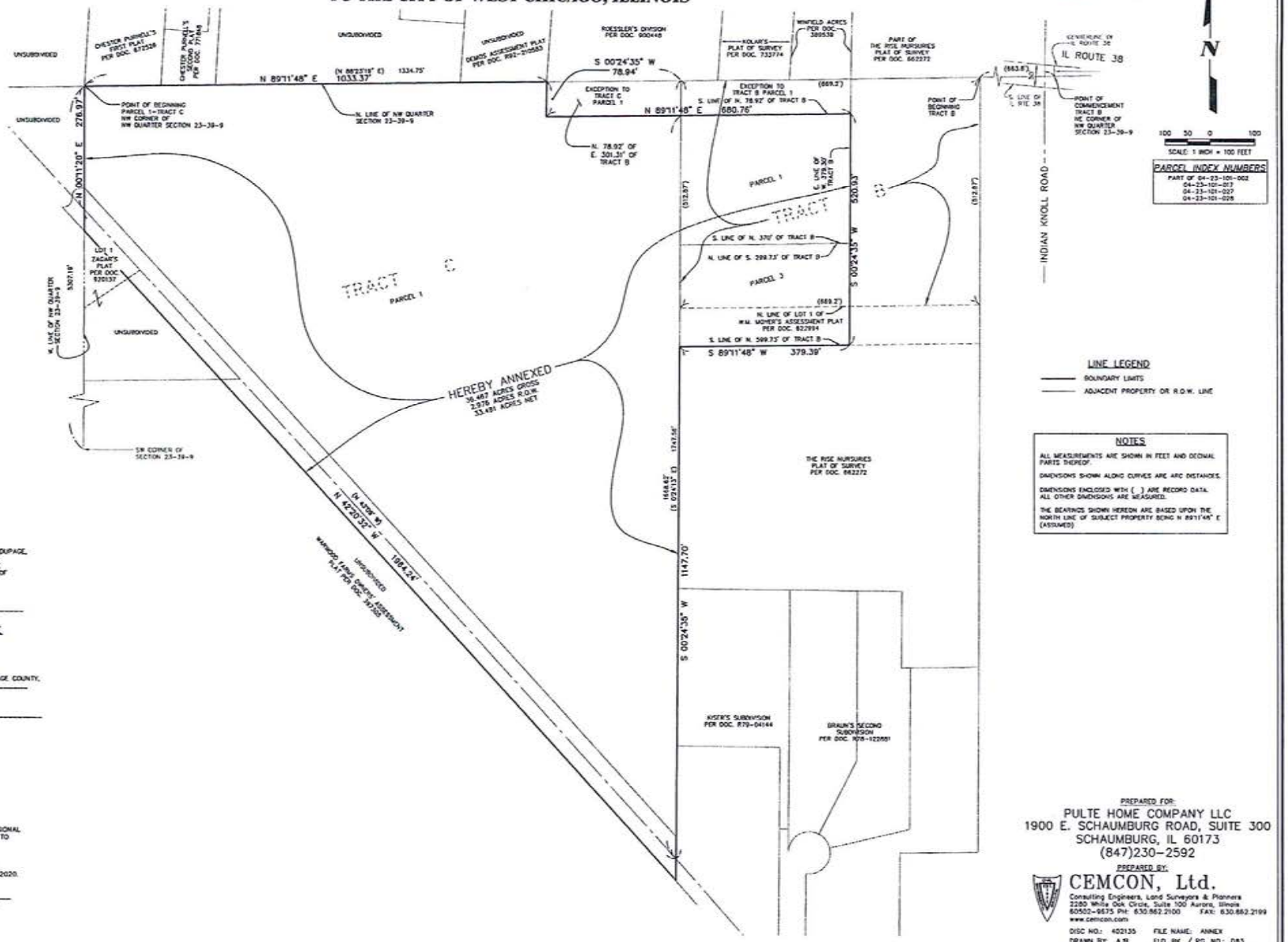
THIS PLAT WAS SUBMITTED TO THE COUNTY RECORDER FOR THE PURPOSES OF RECORDING BY:
CITY OF WEST CHICAGO
475 MAIN STREET
WEST CHICAGO, IL 60185

PARCEL DESCRIPTION

TRACT B:
PARCEL 1: 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.

PARCEL 3: 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 ¼ 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.

TRACT C:
PARCEL 1: 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.



PARCEL INDEX NUMBERS
PART OF 04-23-101-002
04-23-101-017
04-23-101-027
04-23-101-028

LINE LEGEND
BOUNDARY LIMITS
ADJACENT PROPERTY OR R.O.W. LINE

NOTES
ALL MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
DIMENSIONS SHOWN ALONG CURVES ARE ARC DISTANCES.
DIMENSIONS ENCLOSED WITH ( ) ARE RECORD DATA. ALL OTHER DIMENSIONS ARE MEASURED.
THE BEARINGS SHOWN HEREON ARE BASED UPON THE NORTH LINE OF SUBJECT PROPERTY BEING N 89°11'48" E (ASSUMED)

CITY OF WEST CHICAGO AND CITY COUNCIL APPROVAL CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF DUPAGE)

MAYOR AND CITY COUNCIL OF THE CITY OF WEST CHICAGO, COUNTY OF DUPAGE, STATE OF ILLINOIS, HEREBY CERTIFY THAT THE SAID COUNCIL HAS DULY APPROVED THIS PLAT OF ANNEXATION ATTACHED HERETO BY ORDINANCE NO. _____ DULY AUTHENTICATED AS PASED THIS ___ DAY OF _____ 20___.

ATTEST: _____ _____
CITY CLERK MAYOR

DUPAGE COUNTY RECORDER CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF DUPAGE)

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

_____
COUNTY RECORDER

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF DUPAGE)

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

GIVEN UNDER MY HAND AND SEAL THIS 11th DAY OF June, 2020.

PETER A. BLAESER
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3072
MY REGISTRATION EXPIRES ON NOVEMBER 30, 2020
PROFESSIONAL DESIGN FIRM LICENSE NUMBER 184-002937
EXPIRES APRIL 30, 2021

PREPARED FOR:
PULTE HOME COMPANY LLC
1900 E. SCHAUMBURG ROAD, SUITE 300
SCHAUMBURG, IL 60173
(847)230-2592

PREPARED BY:

CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100 Aurora, Illinois
60502-9675 PH: 630.862.2100 FAX: 630.862.2199
www.cemcon.com

DISC NO.: 402135 FILE NAME: ANNEX
DRAWN BY: AJS FLD. BK. / PG. NO.: DB3
COMPLETION DATE: 06-11-20 JOB NO.: 402.135

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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 ¼ 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 ¼ 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.

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 ¼ 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 ¼ 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.

Exhibit "D"
Draft Annexation Ordinance

Exhibit "E"
Preliminary Plat of Subdivision

PRELIMINARY SUBDIVISION PLAT AND P.U.D.

FOR

TRILLIUM FARM

DUPAGE COUNTY, IL

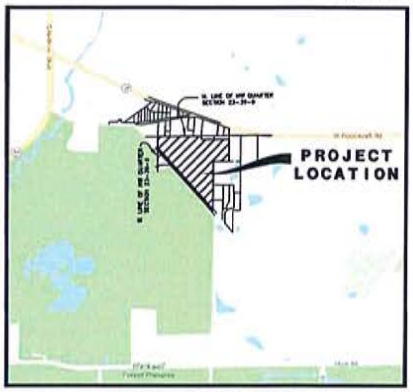
BEING A PART OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS

N

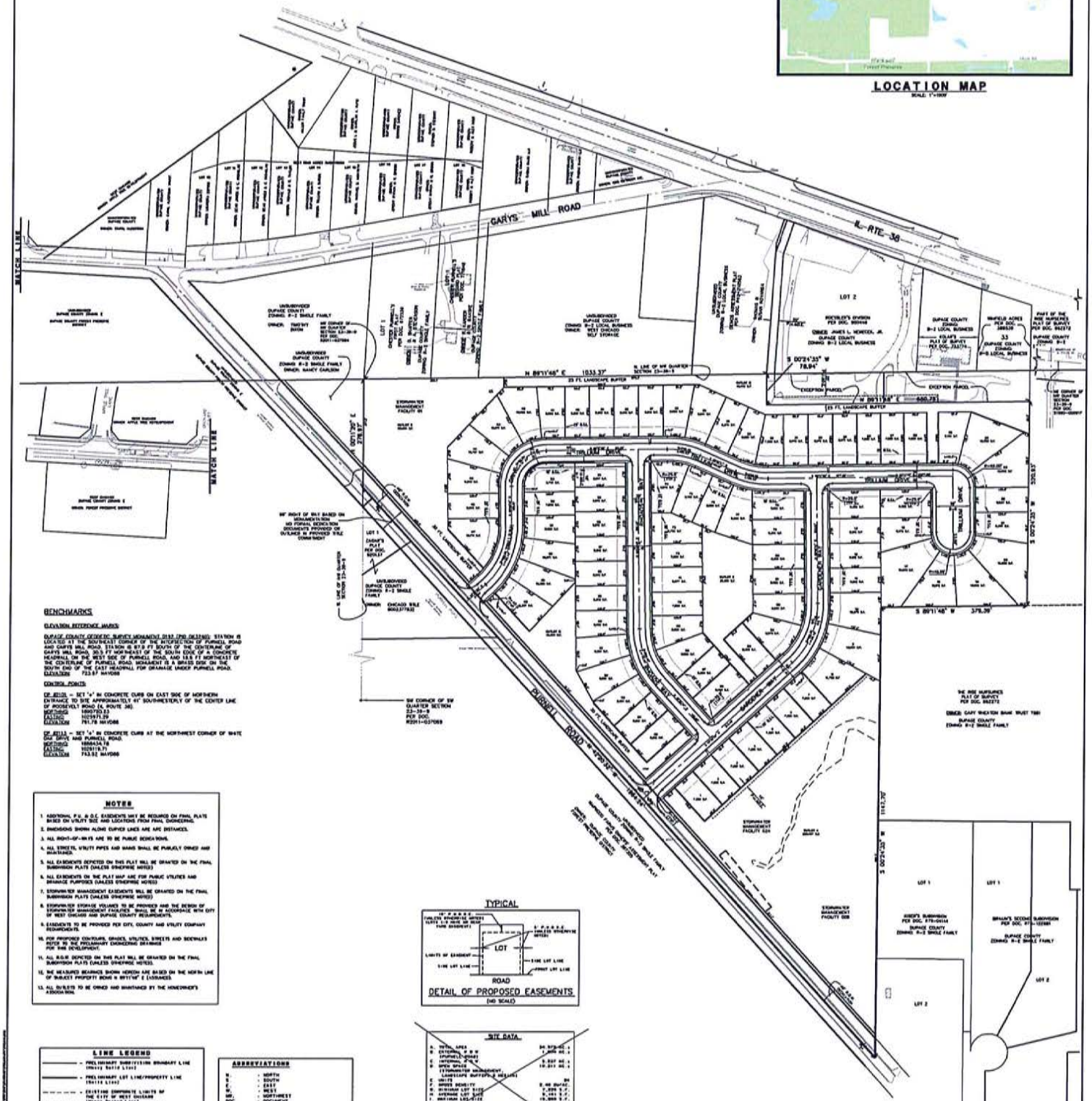
SCALE: 1" = 80'

TOTAL AREA OF SUBDIVISION
34.979 ACRES
(MORE OR LESS)

PARCEL INDEX NUMBER
04-23-101-002
04-23-101-017
04-23-101-027
04-23-101-028
DUPAGE COUNTY, ILLINOIS



LOCATION MAP
SCALE: 1"=1000'



BENCHMARKS

ELEVATION REFERENCE MARKS:

DUPAGE COUNTY GEODETIC SURVEY MONUMENT D155 (PID DK1324) STATION IS LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF PURNELL ROAD AND GARYS MILL ROAD, 516.90m (0 87.0 FT SOUTH OF THE CENTERLINE OF GARYS MILL ROAD, 30.5 FT NORTHEAST OF THE SOUTH EDGE OF A CONCRETE HEADWALL ON THE WEST SIDE OF PURNELL ROAD, AND 18.8 FT NORTHEAST OF THE CENTERLINE OF PURNELL ROAD. MONUMENT IS A BRASS DISK ON THE SOUTH END OF THE EAST HEADWALL FOR DRAINAGE UNDER PURNELL ROAD.
ELEVATION: 723.87 NAVD88

CONTROL POINTS:

CP #2101 - SET '+' IN CONCRETE CURB ON EAST SIDE OF NORTHERN ENTRANCE TO SITE APPROXIMATELY 61' SOUTHWESTERLY OF THE CENTER LINE OF ROOSEVELT ROAD (IL ROUTE 38).
NORTHING: 1880703.53
EASTING: 1025971.29
ELEVATION: 781.78 NAVD88

CP #2113 - SET 1/2" IN CONCRETE CURB AT THE NORTHWEST CORNER OF WHITE OAK DRIVE AND PURNELL ROAD.
NORTHING: 1880434.78
EASTING: 1025918.71
ELEVATION: 763.92 NAVD88

NOTES

1. ADDITIONAL P.U. & D.E. EASEMENTS MAY BE REQUIRED ON FINAL PLATS BASED ON UTILITY SIZE AND LOCATIONS FROM FINAL ENGINEERING.
2. DIMENSIONS SHOWN ALONG CURVED LINES ARE ARC DISTANCES.
3. ALL RIGHT-OF-WAYS ARE TO BE PUBLIC DEDICATIONS.
4. ALL STREETS, UTILITY PIPES AND MAINS SHALL BE PUBLICLY OWNED AND MAINTAINED.
5. ALL EASEMENTS DEPICTED ON THIS PLAT WILL BE GRANTED ON THE FINAL SUBDIVISION PLATS (UNLESS OTHERWISE NOTED)
6. ALL EASEMENTS ON THE PLAT MAY ARE FOR PUBLIC UTILITIES AND DRAINAGE PURPOSES (UNLESS OTHERWISE NOTED)
7. STORMWATER MANAGEMENT EASEMENTS WILL BE GRANTED ON THE FINAL SUBDIVISION PLATS (UNLESS OTHERWISE NOTED)
8. STORMWATER STORAGE VOLUMES TO BE PROVIDED AND THE DESIGN OF STORMWATER MANAGEMENT FACILITIES SHALL BE IN ACCORDANCE WITH CITY OF WEST CHICAGO AND DUPAGE COUNTY REQUIREMENTS.
9. EASEMENTS TO BE PROVIDED PER CITY, COUNTY AND UTILITY COMPANY REQUIREMENTS.
10. FOR PROPOSED CONTOURS, GRADES, UTILITIES, STREETS AND SIDEWALKS REFER TO THE PRELIMINARY ENGINEERING DRAWINGS FOR THIS DEVELOPMENT.
11. ALL B.S.B. DEPICTED ON THIS PLAT WILL BE GRANTED ON THE FINAL SUBDIVISION PLATS (UNLESS OTHERWISE NOTED).
12. BHC MEASURED BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SUBJECT PROPERTY BEING N 89°11'48" E (ASSUMED).
13. ALL OUTLOTS TO BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

TYPICAL

DETAIL OF PROPOSED EASEMENTS
(NO SCALE)

LINE LEGEND

- PRELIMINARY SUBDIVISION BOUNDARY LINE
- PRELIMINARY LOT LINE/PROPERTY LINE
- EXISTING CORPORATE LIMITS OF THE CITY OF WEST CHICAGO
- PROPOSED BUILDING LINE
- PROPOSED EASEMENT LINE/LIMITS OF EASEMENT
- PROPOSED CENTERLINE
- SUBDIVISION SECTION LINE
- SECTION LINE
- APPROX. SCALED LIMITS OF ZONE A AS SHOWN ON DUPAGE COUNTY FIRM.

ABBREVIATIONS

N.	- NORTH
S.	- SOUTH
E.	- EAST
W.	- WEST
NW.	- NORTHWEST
DOC.	- DOCUMENT
FT.	- FEET
L.	- ARC LENGTH
R.	- RADIUS
R.O.W.	- RIGHT OF WAY
Ac.	- ACRE
S.F.	- SQUARE FEET
B.S.L.	- BUILDING SETBACK LINE
SF/AC	- DWELLING UNITS PER ACRE
B/C	- BACK OF CURB
B-B	- BACK TO BACK
E-E	- EDGE TO EDGE
P.U.D.E.	- INDICATES PUBLIC UTILITIES AND DRAINAGE EASEMENT
P.U.D.	- PLANNED UNIT DEVELOPMENT

SITE DATA

A. TOTAL AREA	34.979 AC.±
B. EXISTING R.O.W.	2.469 AC.±
C. EXISTING/ROADWAY	
D. PROPOSED R.O.W.	6.859 AC.
E. OPEN SPACE (STORMWATER MANAGEMENT, LANDSCAPE BUFFERS & MEANS)	10.211 AC.±
F. UNITS	84
G. GROSS DENSITY	2.40 DU/AC.
H. MINIMUM LOT SIZE	7,200 S.F.
I. AVERAGE LOT SIZE	10,161 S.F.
J. MAXIMUM LOT SIZE	16,988 S.F.
K. FRONT YARD SETBACK	25 FT.
L. REAR YARD SETBACK	30 FT.
M. SIDE/CORNER SIDE YARD SETBACK	5 FT.
N. REAR YARD SETBACK	
LOTS 1-5	30 FT.
LOTS 6-84	25 FT.
O. POPULATION EQUIVALENTS	276
P. PROPOSED ZONING	RS P.U.D.

LOT DIMENSIONS, DEDICATION, BUILDING LINE & LAND AREAS ARE APPROXIMATIONS & COULD VARY SLIGHTLY AT TIME OF FINAL SUBDIVISION PLATTING.

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

PREPARED BY:
CEMCON, Ltd.
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DOC NO.: 402135 FILE NAME: PREDEV
DRAWN BY: LAL FLD. BK. / PG. NO.: D&T,23-39 & D&T,43-46
COMPLETION DATE: 08-23-19 JOB NO.: 402.135
08-29-19/LAL: REVISED PER MEETING w/CITY OF WEST CHICAGO
10-08-19/LAL: REVISED PER 10/4/19 MEETING w/CITY OF WEST CHICAGO
05-29-20/LAL: REVISED PER CITY OF WEST CHICAGO MEMO DATED 4/30/20

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Exhibit "F"
Preliminary Engineering Plan

PRELIMINARY ENGINEERING PLAN
FOR
TRILLIUM FARM
DUPAGE COUNTY, IL

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

LOCATION MAP

GARYS MILL ROAD

IL-RTE-38

OUTLOT F

OUTLOT E

BARNETT ROAD

MATCH LINE

SITE DATA

A. TOTAL AREA	34.373 AC.±
B. EXTERNAL R.O.W. (GARYS MILL ROAD)	1.305 AC.±
C. INTERNAL R.O.W.	5.237 AC.±
D. OPEN SPACE (STORMWATER MANAGEMENT, LANDSCAPE BUFFERS & WETLAND)	19.511 AC.±
E. UNITS	84
F. DENSITY	2.48 DU/AC±
G. MINIMUM LOT SIZE	7,500 S.F.±
H. AVERAGE LOT SIZE	10,980 S.F.±
I. MAXIMUM LOT SIZE	16,980 S.F.±
J. FRONT YARD SETBACK	25 FT.
K. CORNER SIDE YARD SETBACK	15 FT.
L. INTERIOR SIDE YARD SETBACK	10 FT.
M. REAR YARD SETBACK	30 FT.
LOTS 1-5	25 FT.
LOTS 5-84	30 FT.
N. POPULATION (UNITS/LOT)	2.48 P.P.U.
O. PROPOSED ZONING	PD P.U.D.

NOTES

DIMENSIONS SHOWN ALONG CURVED LINES ARE ARC DISTANCES.

ALL RIGHT-OF-WAYS ARE TO BE PUBLIC DEDICATIONS.

ALL STREETS, UTILITY PIPES AND MAINS SHALL BE PUBLICLY OWNED AND MAINTAINED.

STORMWATER STORAGE VOLUMES TO BE PROVIDED AND THE DESIGN OF STORMWATER MANAGEMENT FACILITIES SHALL BE IN ACCORDANCE WITH CITY OF WEST CHICAGO AND DUPAGE COUNTY REQUIREMENTS.

UNLESS OTHERWISE NOTED ALL WATERMAIN AND SANITARY SEWER TO BE 8" DIAMETER.

ALL SANITARY SERVICE CONNECTIONS TO SANITARY SEWER MAINS MUST HAVE AN OVERHEAD SEWER SYSTEM WITHIN THE BUILDING.

ALL EXISTING ONSITE BUILDINGS TO BE REMOVED AND DISPOSED.

ANY EXISTING WELL AND SEPTIC FIELDS SHALL BE ABANDONED ACCORDING TO COUNTY HEALTH DEPARTMENT.

ALL STORM SEWER TO BE OWNED AND MAINTAINED BY HOA

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		MANHOLE
		CATCH BASIN
		INLET
		CLEANOUT
		SLOPE INLET BOX
		HEADWALL
		END SECTION
		STORM SEWER
		SANITARY SEWER
		WATERMAIN
		VALVE & BOX
		WATER VALVE IN VAULT
		FIRE HYDRANT
650	650	CONTOURS
ELEV	ELEV	ELEVATIONS
		STREET LIGHT
		RIP-RAP
		OVERFLOW ROUTE
		PROBABLE ENTRY/RECEIVING PITS
S No.	S No.	NUMBERING SYSTEM USED ON PLANS FOR SANITARY MANHOLE IDENTIFICATION
W No.	W No.	NUMBERING SYSTEM USED ON PLANS FOR FIRE HYDRANT IDENTIFICATION
V No.	V No.	NUMBERING SYSTEM USED ON PLANS FOR VALVE VAULT IDENTIFICATION

TYPICAL WALL SECTION

STANDARD UTILITIES LOCATION
30' PAVEMENT WITHIN 66' R.O.W.

TYPICAL PAVEMENT SECTION

PROFESSIONAL ENGINEER'S CERTIFICATION

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

I, CHRISTOPHER R. MORGART, A LICENSED PROFESSIONAL ENGINEER OF ILLINOIS, HEREBY CERTIFY THAT THIS TECHNICAL SUBMISSION WAS PREPARED ON BEHALF OF PULTE HOME COMPANY, LLC, BY CEMCON, LTD. UNDER MY PERSONAL DIRECTION. THIS TECHNICAL SUBMISSION IS INTENDED TO BE USED AS AN INTEGRAL PART OF AND IN CONJUNCTION WITH THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS.

DATED THIS _____ DAY OF _____, A.D., 2019.

ILLINOIS LICENSED PROFESSIONAL ENGINEER NO. 062-059788
MY LICENSE EXPIRES ON NOVEMBER 30, 2021

PROFESSIONAL DESIGN FIRM LICENSE NUMBER 184-002937
EXPIRES APRIL 30, 2021

NOTE: UNLESS THIS DOCUMENT BEARS THE ORIGINAL SIGNATURE AND IMPRESSED SEAL OF THE DESIGN PROFESSIONAL ENGINEER, IT IS NOT A VALID TECHNICAL SUBMISSION.

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

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
PH. 630.862.2100 FAX. 630.862.2199
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DISC NO.: 902135 FILE NAME: PREDEV
DRAWN BY: LAL FLD. BK. / PG. NO.: 067/29-29 & 067/43-46
COMPLETION DATE: 08-23-19 JOB NO.: 902.135

08-16-19/LAL: REVISED PER IN-HOUSE REVIEW
08-23-19/LAL: REVISED PER MEETING w/CITY OF WEST CHICAGO
10-08-19/LAL: REVISED PER 10/4/19 MEETING w/CITY OF WEST CHICAGO
11-06-19/LAL: REVISED PER CITY OF WEST CHICAGO & GIST REVIEW COMMENTS

PREDEV

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Exhibit "G"
Performance Surety

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 Obligee, 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

_____