

# CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

CITY COUNCIL MEETING  
MONDAY, NOVEMBER 16, 2020 - 7:00 P.M.  
475 MAIN STREET, WEST CHICAGO, ILLINOIS

## AGENDA

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 [aadm@westchicago.org](mailto: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.*

475 Main Street  
West Chicago, Illinois  
60185

T (630) 293-2200  
F (630) 293-3028  
[www.westchicago.org](http://www.westchicago.org)

Ruben Pineda  
MAYOR  
Nancy M. Smith  
CITY CLERK

Michael L. Guttman  
CITY ADMINISTRATOR

6. **City Council Meeting Minutes of November 2, 2020**
7. **Corporate Disbursement Report  
- November 16, 2020 (\$802,122.75)**
8. **Consent Agenda**
  - **Development Committee:**
    - A. **Ordinance No. 20-O-0024 – An Ordinance Amending the Code of Ordinances of the City of West Chicago – Appendix A, Article VIII of the Zoning Code Relating to Legal Nonconforming Uses.**
    - B. **Ordinance No. 20-O-0025 – An Ordinance Granting an Extension to the Special Use for the Final Planned Unit Development for Renaissance Square.**
    - C. **Resolution No. 20-R-0068 – A Resolution Approving the Final Development Plan for Greco DeRosa Investment Group, 2575 Enterprise Circle – DuPage Business Center.**
  - **Infrastructure Committee:**
    - D. **Approve the Rejection of Bids for the 2021 Forestry Maintenance Program.**
    - E. **Ordinance No. 20-O-0023 – An Ordinance Authorizing the Disposal or Sale of Surplus Equipment, Stock Inventory, and/or Property Owned by the City of West Chicago.**
    - F. **Resolution No. 20-R-0058 – A Resolution Authorizing the Mayor to Execute a Contract Agreement with Cemetery Management Inc. for Professional Services Related to Cemetery Sexton at the City’s Glen Oak and Oakwood Cemeteries for Fiscal Years 2021, 2022, and 2023 (for an amount not to exceed \$80,000.00).**
    - G. **Resolution No. 20-R-0059 – A Resolution of the City of West Chicago, DuPage County, Illinois, Authorizing the Execution of a Plat of Dedication to Transfer Ownership of Certain Right of Way Deemed Surplus to the County of DuPage.**
    - H. **Resolution No. 20-R-0060 – A Resolution Authorizing the Mayor to Execute a Contract Agreement with Kramer Tree Specialists, Inc. for Professional Services Related to the 2021 thru 2023 Citywide Monthly Brush Collection Program (for an amount not to exceed \$96,775.00).**



- I. **Resolution No. 20-R-0061** – A Resolution Authorizing the Mayor to Execute a Contract Agreement with Acres Group for Professional Services Related to the 2021 Parkway Tree Planting Program (for an amount not to exceed \$40,430.00).
  - J. **Resolution No. 20-R-0062** – A Resolution Authorizing the Mayor to Execute a Contract with Polydyne, Inc. for the Procurement of Dry Anionic Polymer for Fiscal Year 2021 (for an amount not to exceed \$20,640.00).
  - K. **Resolution No. 20-R-0063** – A Resolution Authorizing the Mayor to Execute a Contract with MacCARB, Inc. for the Procurement of Liquid Carbon Dioxide for Fiscal Year 2021 (for an amount not to exceed \$37,500.00).
  - L. **Resolution No. 20-R-0064** – A Resolution Authorizing the Mayor to Execute a Contract with Mississippi Lime Company for the Procurement of Rotary Hydrated Lime for Fiscal Year 2021 (for an amount not to exceed \$378,100.00).
  - M. **Resolution No. 20-R-0065** – A Resolution Authorizing the Mayor to Execute a Contract with Olin Chlor-Alkali Products & Vinyls for the Procurement of Liquid Sodium Hypochlorite for FY 2021 (for an amount not to exceed \$54,965.00).
  - N. **Resolution No. 20-R-0066** – A Resolution Authorizing the Mayor to Execute a Contract Agreement with Atalian US Midwest, LLC for 2021 Janitorial Services for Municipal Buildings (for an amount not to exceed \$67,181.00).
  - O. **Resolution No. 20-R-0067** – A Resolution Authorizing the Mayor to Execute a Construction Engineering Services Contract for Federal Participation with Thomas Engineering Group, LLC, for the Phase III Construction Engineering Service for the Prince Crossing Road LAFO Project (for an amount not to exceed \$48,927.00).
- **Items Not Sent to Committee:**
- P. **Resolution No. 20-R-0073** – A Resolution Authorizing the Execution of an Intergovernmental Agreement Between the City of West Chicago and the West Chicago Fire Protection District Regarding the Sale of 215 Smith Road.

- Q. Resolution No. 20-R-0070 – A Resolution of the City of West Chicago, DuPage County, Illinois Authorizing the Sale of Surplus Municipally Owned Real Estate – 308 West Stimmel Street, Lot 1.**
- R. Resolution No. 20-R-0071 – A Resolution of the City of West Chicago, DuPage County, Illinois Authorizing the Sale of Surplus Municipally Owned Real Estate – 2015 Smith Road.**
- S. Resolution No. 20-R-0072 – A Resolution of the City of West Chicago, DuPage County, Illinois Authorizing the Sale of Surplus Municipally Owned Real Estate – Two Vacant Lots on Ann Street.**

- 9. Reports by Committees**
- 10. Unfinished Business**
- 11. New Business**
- 12. Correspondence and Announcements**

**Upcoming Meetings**

<b>November 17, 2020</b>	<b>Plan Commission/ZBA (cancelled)</b>
<b>November 23, 2020</b>	<b>Public Affairs Committee</b>
<b>November 24, 2020</b>	<b>Historical Preservation Commission</b>
<b>November 26, 2020</b>	<b>Finance Committee (cancelled)</b>
<b>December 1, 2020</b>	<b>Plan Commission/ZBA</b>
<b>December 3, 2020</b>	<b>Infrastructure Committee</b>

- 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  
November 2, 2020

The City Council meeting of November 2, 2020, was held partly remote (via Zoom) 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. The Mayor said it was determined that in person meetings are not practical and prudent at this time.

**2. Pledge of Allegiance.** Alderman Jakabcsin led all in the pledge of allegiance.

**3. Invocation.** The City Clerk gave the invocation.

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

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

Also in attendance was City Administrator Michael Guttman (remotely), and in person were Chief of Police Mike Uplegger and Deputy Chief of Police Chris Shackelford. City Attorney Patrick Bond attended remotely.

City Clerk Nancy M. Smith was also attending on site.

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

**6. City Council Meeting Minutes of October 19, 2020.** Alderman Jakabcsin made a motion, seconded by Alderman Ferguson, to approve the minutes of October 19, 2020, with no changes. Voting Aye: Alderman Chassee, Beifuss, Sheahan, Ferguson, Hallett, Dimas, Garling, Swiatek, Short, Stout, Jakabcsin, and Ligino-Kubinski. Alderman Birch-Ferguson abstained. Motion carried.

**7. Corporate Disbursement Report.** Alderman Dimas made a motion, seconded by Alderman Chassee, to accept the November 2, 2020, Corporate Disbursement Report in the amount of \$598,051.84. Voting Aye: Aldermen Chassee, Beifuss, Sheahan, Hallett, Ferguson, Birch-Ferguson, Dimas, Garling, Swiatek, Short, Stout, Jakabcsin, and Ligino-Kubinski. Voting Nay: 0. Motion carried.

**8. Consent Agenda.**

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

**A. Approve** – The Frosty Fest Virtual Scavenger Hunt

**B. Approve** – The Holiday House Decorating Contest

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

**9. Reports by Committee:** None

**10. Unfinished Business:** None

**11. New Business:** None

**12. Correspondence and Announcements**

**Upcoming Meetings**

November 4, 2020	Plan Commission/Zoning Board of Appeals
November 5, 2020	Infrastructure Committee
November 9, 2020	Development Committee

The City Clerk announced that the American Legion/Veterans of Foreign Wars annually observe Veterans Day, but this year, because of the COVID-19 pandemic, final arrangements will be determined at a later date depending on the numbers allowed..

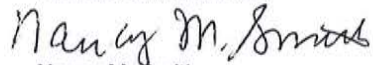
**13. Mayor's Comments.** The Mayor said tomorrow is Election Day and we should reach out to everybody and hope things stay peaceful and calm regardless of who is the winner or loser. Be respectful of the choices people make, and remember the candidates have stepped up to serve. The Mayor asked people to take care of themselves and their families and all work together to get back to the America we always knew.

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

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

**16. Adjournment.** At 7:10 pm, Alderman Chassee made a motion, seconded by Alderman Stout, to adjourn. Voting Aye: Aldermen Chassee, Beifuss, Sheahan, Hallett, Ferguson, Dimas, Birch-Ferguson, Garling, Swiatek, Short, Stout, Jakabcsin, and Ligino-Kubinski. Voting Nay: 0. Motion carried.

Respectfully submitted,



Nancy M. Smith  
City Clerk



# CITY OF WEST CHICAGO

## CORPORATE DISBURSEMENT REPORT November 16, 2020

OPERATING ACCOUNT FUNDED BY:	\$	802,122.75
<hr/>		
GENERAL FUND	\$	462,231.36
SEWER FUND	\$	13,671.43
WATER FUND	\$	209,553.67
CAPITAL PROJECTS FUND	\$	107,078.82
DOWNTOWN TIF SPECIAL PROJECTS FUND	\$	5,857.47
MISCELLANEOUS DEPOSITS	\$	3,000.00
COMMUTER PARKING FUND	\$	730.00

APPROVED BY THE CITY COUNCIL ON:

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

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

PENTAMATION - FINANCIAL MANAGEMENT SYSTEM  
 DATE: 11/12/20  
 TIME: 15:18:35

CITY OF WEST CHICAGO  
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1  
 ACCTPA21

SELECTION CRITERIA: transact.batch='G402' and transact.ck\_date='20201116 00:00:00.000'  
 ACCOUNTING PERIOD: 11/20

FUND - 40 - OPERATING FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	DEPT-DIV	DESCRIPTION	SALES TAX	AMOUNT
105100	88779	11/16/20	4354 A & G GLASS, INC	010219	ESTIMATE #57069 DATED	0.00	19,500.00
105100	88780	11/16/20	1914 ALEXANDER CHEMICAL CORPO	063448	RESOLUTION NO. 19-R-00	0.00	3,154.96
105100	88781	11/16/20	11546 ALL TYPES ELEVATORS, INC	063448	INVOICE #20079495 DATE	0.00	192.00
105100	88782	11/16/20	12722 ALLIED ASPHALT PAVING CO	083453	FOR AN AMOUNT NOT TO E	0.00	872.99
105100	88782	11/16/20	12722 ALLIED ASPHALT PAVING CO	083453	FOR AN AMOUNT NOT TO E	0.00	1,737.68
105100	88782	11/16/20	12722 ALLIED ASPHALT PAVING CO	083453	FOR AN AMOUNT NOT TO E	0.00	133.56
105100	88782	11/16/20	12722 ALLIED ASPHALT PAVING CO	083453	FOR AN AMOUNT NOT TO E	0.00	896.10
TOTAL CHECK						0.00	3,640.33
105100	88783	11/16/20	15312 ATG CREDIT LLC	010501	PAYMENT OF PRE-EMPLOYM	0.00	66.00
105100	88784	11/16/20	5774 AWWA SOURCE WATER PROTEC	063447	INVOICE #0002106012 DA	0.00	190.72
105100	88785	11/16/20	1800 B & F CONSTRUCTION CODE	011029	PLAN REVIEW FOR 334 S	0.00	200.00
105100	88785	11/16/20	1800 B & F CONSTRUCTION CODE	011029	PLAN REVIEW FOR 643 IN	0.00	982.43
105100	88785	11/16/20	1800 B & F CONSTRUCTION CODE	011029	PLAN REVIEW FOR 1300 W	0.00	628.95
105100	88785	11/16/20	1800 B & F CONSTRUCTION CODE	011029	INSPECTIONS/PROPERTY M	0.00	14,375.00
TOTAL CHECK						0.00	16,186.38
105100	88786	11/16/20	14784 BRADEN BUSINESS SYSTEMS	010613	INVOICE #672760	0.00	49.00
105100	88786	11/16/20	14784 BRADEN BUSINESS SYSTEMS	011030	KYOCERA MITA MUSEUM CO	0.00	73.93
TOTAL CHECK						0.00	122.93
105100	88787	11/16/20	15309 BURKE, JANE	011028	REIMBURSEMENT FOR RETI	0.00	183.96
105100	88788	11/16/20	13021 CASE LOTS, INC	010921	INVOICE #621 DATED 10-	0.00	279.60
105100	88789	11/16/20	1843 CEMETERY MANAGEMENT, INC	010923	RESOLUTION NO. 20-R-00	0.00	850.00
105100	88789	11/16/20	1843 CEMETERY MANAGEMENT, INC	010923	RESOLUTION NO. 20-R-00	0.00	1,200.00
105100	88789	11/16/20	1843 CEMETERY MANAGEMENT, INC	010923	RESOLUTION NO. 20-R-00	0.00	2,450.00
105100	88789	11/16/20	1843 CEMETERY MANAGEMENT, INC	010923	RESOLUTION NO. 20-R-00	0.00	1,225.00
TOTAL CHECK						0.00	5,725.00
105100	88790	11/16/20	14532 CHICAGO CONTRACTOR'S SUP	010924	INVOICE #218774 DATED	0.00	108.00
105100	88790	11/16/20	14532 CHICAGO CONTRACTOR'S SUP	010924	INVOICE #218936 DATED	0.00	138.16
TOTAL CHECK						0.00	246.16
105100	88791	11/16/20	8746 CHRISTOPHER B BURKE ENGI	083453	19-R-0058 - NATURAL AR	0.00	2,354.05
105100	88792	11/16/20	12131 CLASSIC LANDSCAPE, LTD.	010613	RESOLUTION NO. 20-R-00	0.00	130.00
105100	88792	11/16/20	12131 CLASSIC LANDSCAPE, LTD.	010921	RESOLUTION NO. 20-R-00	0.00	595.00
105100	88792	11/16/20	12131 CLASSIC LANDSCAPE, LTD.	053440	RESOLUTION NO. 20-R-00	0.00	405.00
105100	88792	11/16/20	12131 CLASSIC LANDSCAPE, LTD.	053443	RESOLUTION NO. 20-R-00	0.00	555.00
105100	88792	11/16/20	12131 CLASSIC LANDSCAPE, LTD.	063447	RESOLUTION NO. 20-R-00	0.00	1,180.00
105100	88792	11/16/20	12131 CLASSIC LANDSCAPE, LTD.	063448	RESOLUTION NO. 20-R-00	0.00	960.00
105100	88792	11/16/20	12131 CLASSIC LANDSCAPE, LTD.	083453	RESOLUTION NO. 20-R-00	0.00	10,355.00
105100	88792	11/16/20	12131 CLASSIC LANDSCAPE, LTD.	093454	RESOLUTION NO. 20-R-00	0.00	1,995.00
105100	88792	11/16/20	12131 CLASSIC LANDSCAPE, LTD.	433476	RESOLUTION NO. 20-R-00	0.00	580.00
TOTAL CHECK						0.00	16,755.00



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105100	88793	11/16/20	13778 CMRS-FP	010613	REPLENISH POSTAGE METE	0.00	2,000.00
105100	88794	11/16/20	5124 COLTHARP'S SALES & SERVI	063448	ESTIMATE #10 DATED 10-	0.00	319.96
105100	88794	11/16/20	5124 COLTHARP'S SALES & SERVI	063448	ITEM #4180-200-0471 FS	0.00	25.00
105100	88794	11/16/20	5124 COLTHARP'S SALES & SERVI	063448	ITEM #4112-713-4100 BR	0.00	32.95
105100	88794	11/16/20	5124 COLTHARP'S SALES & SERVI	010924	CHAIN PLUG CUTTER	0.00	282.40
105100	88794	11/16/20	5124 COLTHARP'S SALES & SERVI	010922	CHAIN PLUG BLOWER	0.00	88.99
105100	88794	11/16/20	5124 COLTHARP'S SALES & SERVI	010924	CHAIN PLUG BLOWER	0.00	207.66
TOTAL CHECK						0.00	956.96
105100	88795	11/16/20	13257 COMCAST CABLE	063448	10/25-11/24/20	0.00	258.35
105100	88795	11/16/20	13257 COMCAST CABLE	010503	11/5-12/4/20	0.00	298.40
TOTAL CHECK						0.00	556.75
105100	88796	11/16/20	151 COMED	010926	9/30-10/30/20	0.00	1,428.34
105100	88796	11/16/20	151 COMED	010926	9/28-10/28/20	0.00	5,992.39
TOTAL CHECK						0.00	7,420.73
105100	88797	11/16/20	5749 COMMUNICATIONS DIRECT	063447	BATT LIION	0.00	59.00
105100	88798	11/16/20	5511 CDW GOVERNMENT, INC.	010503	QUOTE #LSHG015	0.00	1,444.66
105100	88799	11/16/20	11805 CONSTELLATION NEWENERGY,	063448	9/10-10/16/20	0.00	10,638.68
105100	88799	11/16/20	11805 CONSTELLATION NEWENERGY,	063447	9/10-10/16/20	0.00	25,999.20
105100	88799	11/16/20	11805 CONSTELLATION NEWENERGY,	053440	9/10-10/16/20	0.00	239.84
105100	88799	11/16/20	11805 CONSTELLATION NEWENERGY,	053443	9/10-10/16/20	0.00	2,683.26
TOTAL CHECK						0.00	39,560.98
105100	88800	11/16/20	2810 CORE & MAIN, LP	063447	TAPPING BIT	0.00	256.85
105100	88801	11/16/20	2390 DELUXE TOWING	010925	INVOICE #91282 DATED 1	0.00	130.00
105100	88801	11/16/20	2390 DELUXE TOWING	010613	INVOICE #90838	0.00	109.00
105100	88801	11/16/20	2390 DELUXE TOWING	063447	INVOICE #91538 DATED 1	0.00	155.00
TOTAL CHECK						0.00	394.00
105100	88802	11/16/20	2609 DON MC CUE CHEVROLET	010613	KEY	0.00	123.02
105100	88802	11/16/20	2609 DON MC CUE CHEVROLET	010613	KEY	0.00	61.51
105100	88802	11/16/20	2609 DON MC CUE CHEVROLET	010613	KEY	0.00	75.49
105100	88802	11/16/20	2609 DON MC CUE CHEVROLET	010613	KEY	0.00	75.49
TOTAL CHECK						0.00	335.51
105100	88803	11/16/20	5440 DORTRAK, INC.	010921	INVOICE #141454 DATED	0.00	218.00
105100	88804	11/16/20	6146 DUPAGE COUNTY	010910	TRANSFER STATION FEE J	0.00	39,802.18
105100	88805	11/16/20	871 DUPAGE COUNTY ANIMAL CON	010613	INVOICE #8531	0.00	150.00
105100	88806	11/16/20	13958 ELITE DOCUMENT SOLUTIONS	010208	HP CLJ M252 TONER FOR	0.00	331.96
105100	88806	11/16/20	13958 ELITE DOCUMENT SOLUTIONS	010510	TONER FOR KYOCERA COPI	0.00	36.00
105100	88806	11/16/20	13958 ELITE DOCUMENT SOLUTIONS	053443	TONER FOR KYOCERA COPI	0.00	26.99
105100	88806	11/16/20	13958 ELITE DOCUMENT SOLUTIONS	063447	TONER FOR KYOCERA COPI	0.00	27.00

PENTAMATION - FINANCIAL MANAGEMENT SYSTEM  
 DATE: 11/12/20  
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CITY OF WEST CHICAGO  
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 3  
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105100	88807	11/16/20	13031 EMERALD TREE CARE, LLC	083453	2020 EMERALD ASH BORER	0.00	19,950.00
105100	88808	11/16/20	3597 FEDEX CORPORATION	063448	DELVIERY FEES	0.00	39.92
105100	88809	11/16/20	11756 FEECE OIL CO.	010925	INVOICE #1925785 DATED	0.00	707.30
105100	88810	11/16/20	3491 FLOLO CORPORATION	063447	INVOICE #100130 DATED	0.00	412.50
105100	88811	11/16/20	15084 GAS DEPOT	01	5,004 GALS 89RFG & 2,9	0.00	8,724.11
105100	88811	11/16/20	15084 GAS DEPOT	01	5,004 GALS 89RFG & 2,9	0.00	5,022.24
TOTAL CHECK						0.00	13,746.35
105100	88812	11/16/20	1597 GFOA	010502	ANNUAL MEMBERSHIP RENE	0.00	225.00
105100	88813	11/16/20	13263 GLOCK PROFESSIONAL, INC	010613	INVOICE #TRP/100143543	0.00	250.00
105100	88814	11/16/20	2013 GRAINGER	063447	HEX KEY	0.00	72.80
105100	88814	11/16/20	2013 GRAINGER	063447	HEX NUT	0.00	154.00
105100	88814	11/16/20	2013 GRAINGER	053443	DOC BOX	0.00	30.50
105100	88814	11/16/20	2013 GRAINGER	053443	CABLE TIE	0.00	274.26
105100	88814	11/16/20	2013 GRAINGER	010921	DUCT SEALANT	0.00	60.90
105100	88814	11/16/20	2013 GRAINGER	083453	PIPE CEMENT	0.00	34.44
105100	88814	11/16/20	2013 GRAINGER	010924	ANGLE GRINDER	0.00	152.08
105100	88814	11/16/20	2013 GRAINGER	063447	LTD EXT CRD	0.00	69.72
105100	88814	11/16/20	2013 GRAINGER	063448	INVOICE #9684280069 DA	0.00	421.60
105100	88814	11/16/20	2013 GRAINGER	063448	INVOICE #9684280069 DA	0.00	538.34
105100	88814	11/16/20	2013 GRAINGER	010921	INVOICE #9689672872 DA	0.00	372.21
105100	88814	11/16/20	2013 GRAINGER	053443	INVOICE #9694312258 DA	0.00	482.97
105100	88814	11/16/20	2013 GRAINGER	010925	764 PARTS	0.00	101.11
105100	88814	11/16/20	2013 GRAINGER	083453	PRIMER CLEANER CEMENT	0.00	58.71
105100	88814	11/16/20	2013 GRAINGER	010921	GRATE AND DRAIN	0.00	170.28
TOTAL CHECK						0.00	2,993.92
105100	88815	11/16/20	11333 GRAYBAR ELECTRIC CO., IN	083453	INVOICE #9318442183 DA	0.00	50.26
105100	88815	11/16/20	11333 GRAYBAR ELECTRIC CO., IN	083453	INVOICE #9318535570 DA	0.00	266.96
TOTAL CHECK						0.00	317.22
105100	88816	11/16/20	12995 GREAT AMERICA LEASING CO	010613	INVOICE #28090513	0.00	219.20
105100	88817	11/16/20	12432 GREEN T TREE & PEST SERV	010924	INVOICE #1835852 DATED	0.00	45.00
105100	88817	11/16/20	12432 GREEN T TREE & PEST SERV	010924	INVOICE #1835853 DATED	0.00	45.00
105100	88817	11/16/20	12432 GREEN T TREE & PEST SERV	010924	INVOICE #1835854 DATED	0.00	45.00
105100	88817	11/16/20	12432 GREEN T TREE & PEST SERV	010924	INVOICE #1835855 DATED	0.00	45.00
105100	88817	11/16/20	12432 GREEN T TREE & PEST SERV	010924	INVOICE #1836055 DATED	0.00	45.00
105100	88817	11/16/20	12432 GREEN T TREE & PEST SERV	010924	INVOICE #1835856 DATED	0.00	45.00
TOTAL CHECK						0.00	270.00
105100	88818	11/16/20	561 HAGGERTY FORD	010925	399 PARTS	0.00	11.76
105100	88818	11/16/20	561 HAGGERTY FORD	010925	CREDIT	0.00	-132.96
105100	88818	11/16/20	561 HAGGERTY FORD	010925	364 PARTS	0.00	272.87



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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	DEPT-DIV	DESCRIPTION	SALES TAX	AMOUNT	
105100	88818	11/16/20	561 HAGGERTY FORD	063447	660	0.00	63.50	
TOTAL CHECK							0.00	215.17
105100	88819	11/16/20	14970 HEARTLAND RECYCLING-AURO	063448	RESOLUTION NO. 20-R-00	0.00	146,094.85	
105100	88820	11/16/20	556 IL DEPT OF TRANSPORTATIO	010926	INVOICE #123469 DATED	0.00	281,202.40	
105100	88821	11/16/20	6162 OFFICE OF THE STATE FIRE	010921	INVOICE #9636163 DATED	0.00	210.00	
105100	88822	11/16/20	14570 ILLINOIS L.E.A.P.	010613	ILLINOIS LAW ENFORCEME	0.00	50.00	
105100	88823	11/16/20	4836 ILLINOIS MUNICIPAL LEAGU	010110	2021 MEMBERSHIP DUES	0.00	2,000.00	
105100	88824	11/16/20	15005 JERRY'S WELDING	010925	INVOICE #21994 DATED 1	0.00	137.50	
105100	88824	11/16/20	15005 JERRY'S WELDING	063447	INVOICE #21994 DATED 1	0.00	137.50	
TOTAL CHECK							0.00	275.00
105100	88825	11/16/20	11134 JUST SAFETY, LTD.	010613	FIRST AID SUPPLIES	0.00	50.40	
105100	88826	11/16/20	13555 JX ENTERPRISES, INC	010925	INVOICE #25131736P DAT	0.00	114.99	
105100	88827	11/16/20	12643 KIMBALL MIDWEST	010925	INVOICE #8363400 DATED	0.00	20.71	
105100	88827	11/16/20	12643 KIMBALL MIDWEST	010925	INVOICE #8365806 DATED	0.00	30.22	
105100	88827	11/16/20	12643 KIMBALL MIDWEST	010925	INVOICE #8324283 DATED	0.00	49.73	
105100	88827	11/16/20	12643 KIMBALL MIDWEST	010925	INVOICE #8331644 DATED	0.00	164.13	
105100	88827	11/16/20	12643 KIMBALL MIDWEST	010925	INVOICE #8331668 DATED	0.00	333.43	
105100	88827	11/16/20	12643 KIMBALL MIDWEST	010925	INVOICE #8331676 DATED	0.00	310.66	
105100	88827	11/16/20	12643 KIMBALL MIDWEST	010925	INVOICE #8331688 DATED	0.00	258.81	
TOTAL CHECK							0.00	1,167.69
105100	88828	11/16/20	665 KRAMER TREE SPECIALISTS	010922	18-R-0018 - CITYWIDE M	0.00	13,825.00	
105100	88828	11/16/20	665 KRAMER TREE SPECIALISTS	010922	18-R-0018 - CITYWIDE M	0.00	13,825.00	
105100	88828	11/16/20	665 KRAMER TREE SPECIALISTS	010922	DISPOSAL OF LOGS FROM	0.00	50.00	
105100	88828	11/16/20	665 KRAMER TREE SPECIALISTS	010922	DISPOSAL OF LOGS FROM	0.00	150.00	
TOTAL CHECK							0.00	27,850.00
105100	88829	11/16/20	2298 LANGUAGE LINE SERVICES,	010613	INVOICE # 10103020	0.00	191.66	
105100	88830	11/16/20	10042 LEXISNEXIS RISK DATA MAN	010613	INVOIICE #1088361- 202	0.00	270.50	
105100	88831	11/16/20	11273 LIFT WORKS INC.	063448	INVOICE #149195-1 DATE	0.00	1,950.00	
105100	88832	11/16/20	14295 MACCARB, INC	063447	INVOICE #INV006802 DAT	0.00	52.50	
105100	88833	11/16/20	8248 MARQUARDT & BELMONTE P.C	010613	INVOICE #10940	0.00	3,592.45	
105100	88833	11/16/20	8248 MARQUARDT & BELMONTE P.C	010613	INVOICE #10938	0.00	2,998.00	
105100	88833	11/16/20	8248 MARQUARDT & BELMONTE P.C	011029	ADJ PREP & HEARING ON	0.00	1,088.45	
TOTAL CHECK							0.00	7,678.90
105100	88834	11/16/20	481 MCCANN INDUSTRIES, INC.	010924	POOL TROWEL HANDLE SO	0.00	161.86	
105100	88834	11/16/20	481 MCCANN INDUSTRIES, INC.	010925	AIR FILTER	0.00	97.96	
105100	88834	11/16/20	481 MCCANN INDUSTRIES, INC.	053443	WASHER SCREW RING	0.00	137.91	

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	DEPT-DIV	DESCRIPTION	SALES TAX	AMOUNT
TOTAL CHECK						0.00	397.73
105100	88835	11/16/20	231 MC MASTER-CARR SUPPLY CO	083453	WIRE	0.00	48.01
105100	88835	11/16/20	231 MC MASTER-CARR SUPPLY CO	010925	STEEL SHACKLE	0.00	128.94
105100	88835	11/16/20	231 MC MASTER-CARR SUPPLY CO	083453	CLAMPS	0.00	249.02
TOTAL CHECK						0.00	425.97
105100	88836	11/16/20	10925 MISSISSIPPI LIME COMPANY	063448	RESOLUTION NO. 19-R-00	0.00	4,781.48
105100	88837	11/16/20	15305 MOLDENHAUER, TRAVIS	28	LETTER OF INTENT FOR 1	0.00	3,000.00
105100	88838	11/16/20	244 MURPHY ACE HARDWARE	2400 063448	CARHARTT ITEMS PER THE	0.00	71.06
105100	88838	11/16/20	244 MURPHY ACE HARDWARE	2400 053443	OCT 2020	0.00	413.00
105100	88838	11/16/20	244 MURPHY ACE HARDWARE	2400 010921	OCT 2020	0.00	95.85
105100	88838	11/16/20	244 MURPHY ACE HARDWARE	2400 010924	OCT 2020	0.00	6.29
105100	88838	11/16/20	244 MURPHY ACE HARDWARE	2400 053443	OCT 2020	0.00	143.95
105100	88838	11/16/20	244 MURPHY ACE HARDWARE	2400 063447	OCT 2020	0.00	43.63
105100	88838	11/16/20	244 MURPHY ACE HARDWARE	2400 053443	OCT 2020	0.00	89.92
105100	88838	11/16/20	244 MURPHY ACE HARDWARE	2400 083453	OCT 2020	0.00	12.59
105100	88838	11/16/20	244 MURPHY ACE HARDWARE	2400 010613	OCT 2020	0.00	143.98
TOTAL CHECK						0.00	1,020.27
105100	88839	11/16/20	4735 NAPA AUTO PARTS	010925	STOCK	0.00	13.84
105100	88839	11/16/20	4735 NAPA AUTO PARTS	010925	TOOLS	0.00	24.19
105100	88839	11/16/20	4735 NAPA AUTO PARTS	010925	RESTOCK	0.00	57.50
105100	88839	11/16/20	4735 NAPA AUTO PARTS	010925	TOOLS	0.00	12.72
105100	88839	11/16/20	4735 NAPA AUTO PARTS	010925	RESTOCK	0.00	208.05
105100	88839	11/16/20	4735 NAPA AUTO PARTS	010925	RESTOCK	0.00	247.56
105100	88839	11/16/20	4735 NAPA AUTO PARTS	010925	CREDIT TAKEN 2X IN ER	0.00	153.42
105100	88839	11/16/20	4735 NAPA AUTO PARTS	010925	765	0.00	13.68
105100	88839	11/16/20	4735 NAPA AUTO PARTS	010925	STOCK	0.00	97.36
TOTAL CHECK						0.00	828.32
105100	88840	11/16/20	250 NORTHERN ILLINOIS GAS	053443	10/2-11/3/20	0.00	51.13
105100	88840	11/16/20	250 NORTHERN ILLINOIS GAS	053443	10/3-11/4/20	0.00	39.60
105100	88840	11/16/20	250 NORTHERN ILLINOIS GAS	063447	10/3-11/4/20	0.00	44.86
105100	88840	11/16/20	250 NORTHERN ILLINOIS GAS	063447	10/3-11/4/20	0.00	56.92
105100	88840	11/16/20	250 NORTHERN ILLINOIS GAS	053443	10/1-11/2/20	0.00	41.78
105100	88840	11/16/20	250 NORTHERN ILLINOIS GAS	063448	10/2-11/3/20	0.00	338.13
105100	88840	11/16/20	250 NORTHERN ILLINOIS GAS	010921	10/2-11/3/20	0.00	235.60
105100	88840	11/16/20	250 NORTHERN ILLINOIS GAS	053443	10/1-11/2/20	0.00	47.18
TOTAL CHECK						0.00	855.20
105100	88841	11/16/20	5163 ON TARGET	053440	INVOICE #5551 DATED 10	0.00	300.00
105100	88842	11/16/20	255 PETTY CASH CITY HALL	010510	REIMBURSEMENTS FOR OCT	0.00	325.48
105100	88843	11/16/20	13590 PHALEN CONSULTING, INC	011030	NOVEMBER 2020 OPERATIN	0.00	3,675.00
105100	88843	11/16/20	13590 PHALEN CONSULTING, INC	093454	NOVEMBER 2020 OPERATIN	0.00	3,675.00
TOTAL CHECK						0.00	7,350.00
105100	88844	11/16/20	15314 PIE ORG	010207	HEALTHY WEST CHICAGO S	0.00	4,375.00

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	DEPT-DIV	DESCRIPTION	SALES TAX	AMOUNT	
105100	88845	11/16/20	4450	RESERVE ACCOUNT	010510	REFILL POSTAGE METER	0.00	750.00
105100	88845	11/16/20	4450	RESERVE ACCOUNT	053443	REFILL POSTAGE METER	0.00	300.00
105100	88845	11/16/20	4450	RESERVE ACCOUNT	063447	REFILL POSTAGE METER	0.00	300.00
105100	88845	11/16/20	4450	RESERVE ACCOUNT	433476	REFILL POSTAGE METER	0.00	150.00
TOTAL CHECK						0.00	1,500.00	
105100	88846	11/16/20	11133	PROFLOW PUMPING SOLUTION	063448	INVOICE #INV12664 DATE	0.00	492.50
105100	88847	11/16/20	4770	PRO-PAC INDUSTRIES, INC.	083453	INVOICE #152229 DATED	0.00	284.90
105100	88848	11/16/20	14829	RAPID TRANSPORT TOWING,	010613	INVOICE #3158	0.00	246.50
105100	88849	11/16/20	492	RAY O'HERRON, INC.	010613	INVOICE #2062570-IN	0.00	332.00
105100	88850	11/16/20	13908	RUSH TRUCK CENTERS OF IL	010925	INVOICE #3021160462 DA	0.00	351.84
105100	88850	11/16/20	13908	RUSH TRUCK CENTERS OF IL	010925	CREDIT MEMO	0.00	-167.80
105100	88850	11/16/20	13908	RUSH TRUCK CENTERS OF IL	010925	INVOICE #3021181493 DA	0.00	58.08
TOTAL CHECK						0.00	242.12	
105100	88851	11/16/20	4774	SAFETY LANE INSPECTIONS,	063447	UNIT #651	0.00	37.00
105100	88851	11/16/20	4774	SAFETY LANE INSPECTIONS,	053443	UNIT #540	0.00	55.00
105100	88851	11/16/20	4774	SAFETY LANE INSPECTIONS,	063447	UNIT #750	0.00	37.00
TOTAL CHECK						0.00	129.00	
105100	88852	11/16/20	6029	THE SHERWIN WILLIAMS COM	010921	INVOICE #7715-3 DATED	0.00	100.90
105100	88853	11/16/20	14838	SJK OF WEST CHICAGO, INC	010613	OCT 2020 CAR WASHES	0.00	60.00
105100	88854	11/16/20	12709	SPRINT	053443	9/24-10/23/20	0.00	130.00
105100	88854	11/16/20	12709	SPRINT	063447	9/24-10/23/20	0.00	180.96
105100	88854	11/16/20	12709	SPRINT	063448	9/24-10/23/20	0.00	121.12
105100	88854	11/16/20	12709	SPRINT	010921	9/24-10/23/20	0.00	95.73
105100	88854	11/16/20	12709	SPRINT	010924	9/24-10/23/20	0.00	197.20
105100	88854	11/16/20	12709	SPRINT	010925	9/24-10/23/20	0.00	44.32
TOTAL CHECK						0.00	769.33	
105100	88855	11/16/20	4095	STANDARD EQUIPMENT COMPA	010925	INVOICE #P25380 DATED	0.00	116.98
105100	88855	11/16/20	4095	STANDARD EQUIPMENT COMPA	053443	INVOICE #P25275 DATED	0.00	2,932.51
105100	88855	11/16/20	4095	STANDARD EQUIPMENT COMPA	010925	INVOICE #P25426 DATED	0.00	1,260.06
TOTAL CHECK						0.00	4,309.55	
105100	88856	11/16/20	15311	STARNET TECHNOLOGIES	053443	INVOICE #91506 DATED 1	0.00	1,450.00
105100	88857	11/16/20	15263	STEFAN, NICOLETTE	093454	REIMBURSEMENT FOR PURC	0.00	75.00
105100	88857	11/16/20	15263	STEFAN, NICOLETTE	093454	REIMBURSEMENT FOR HALL	0.00	25.00
105100	88857	11/16/20	15263	STEFAN, NICOLETTE	093454	REIMBURSEMENT FOR HALL	0.00	18.89
105100	88857	11/16/20	15263	STEFAN, NICOLETTE	093454	REIMBURSEMENT FOR PURC	0.00	38.58
105100	88857	11/16/20	15263	STEFAN, NICOLETTE	093454	REIMBURSEMENT FOR PURC	0.00	30.00
TOTAL CHECK						0.00	187.47	
105100	88858	11/16/20	1320	STEINER ELECTRIC	083453	CONDUIT	0.00	173.19



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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	DEPT-DIV	DESCRIPTION	SALES TAX	AMOUNT
105100	88858	11/16/20	1320 STEINER ELECTRIC	053443	FUSE	0.00	16.45
105100	88858	11/16/20	1320 STEINER ELECTRIC	053443	FUSE	0.00	96.90
105100	88858	11/16/20	1320 STEINER ELECTRIC	053443	FUSE	0.00	101.20
TOTAL CHECK						0.00	387.74
105100	88859	11/16/20	1762 SUBURBAN LABORATORIES, I	063448	INVOICE #181900 DATED	0.00	1,303.00
105100	88860	11/16/20	14154 SUBURBAN PROPANE	053443	INVOICE #7800-504226 D	0.00	786.07
105100	88861	11/16/20	11730 TECHNIVISTA, INC.	010208	BLANKET REQUISITION FO	0.00	1,186.00
105100	88862	11/16/20	9209 THIRD MILLENNIUM ASSOCIA	053443	PROCESSING & MAILING O	0.00	698.27
105100	88862	11/16/20	9209 THIRD MILLENNIUM ASSOCIA	063447	PROCESSING & MAILING O	0.00	698.27
TOTAL CHECK						0.00	1,396.54
105100	88863	11/16/20	12102 THOMAS ENGINEERING GROUP	083453	RESOLUTION NO. 17-R-00	0.00	34,246.52
105100	88863	11/16/20	12102 THOMAS ENGINEERING GROUP	083453	20-R-0049 - CONSTRUCTI	0.00	32,999.19
TOTAL CHECK						0.00	67,245.71
105100	88864	11/16/20	15072 TOSCAS LAW GROUP	010613	STATEMENT DATE: 11 02	0.00	150.00
105100	88865	11/16/20	3349 TRAFFIC CONTROL AND PROT	083453	SIGN	0.00	110.40
105100	88865	11/16/20	3349 TRAFFIC CONTROL AND PROT	083453	SIGN	0.00	70.25
105100	88865	11/16/20	3349 TRAFFIC CONTROL AND PROT	083453	QUOTE #21993 DATED 09-	0.00	2,175.00
TOTAL CHECK						0.00	2,355.65
105100	88866	11/16/20	2027 TRANS UNION CORPORATION	010613	INVOICE #10000340	0.00	100.00
105100	88867	11/16/20	286 TS SPECIALTIES, INC.	010925	WORK ORDER #21003 DATE	0.00	39.95
105100	88867	11/16/20	286 TS SPECIALTIES, INC.	010925	WORK ORDER #20999 DATE	0.00	29.95
105100	88867	11/16/20	286 TS SPECIALTIES, INC.	010925	WORK ORDER #20893 DATE	0.00	120.95
105100	88867	11/16/20	286 TS SPECIALTIES, INC.	010925	WORK ORDER #20913 DATE	0.00	29.95
105100	88867	11/16/20	286 TS SPECIALTIES, INC.	010925	WORK ORDER #20921 DATE	0.00	142.15
105100	88867	11/16/20	286 TS SPECIALTIES, INC.	010925	WORK ORDER #20936 DATE	0.00	134.95
TOTAL CHECK						0.00	497.90
105100	88868	11/16/20	4089 TYLER MEDICAL SERVICES	010924	INVOICE 422029 DATED 1	0.00	335.00
105100	88868	11/16/20	4089 TYLER MEDICAL SERVICES	010501	INVOICE 422066 DATED 1	0.00	155.00
105100	88868	11/16/20	4089 TYLER MEDICAL SERVICES	010501	INVOICE 422147 DATED 1	0.00	85.00
105100	88868	11/16/20	4089 TYLER MEDICAL SERVICES	010501	INV 421615 DATED 10/1	0.00	65.00
105100	88868	11/16/20	4089 TYLER MEDICAL SERVICES	010501	INVOICE 421778 DATED 1	0.00	320.00
TOTAL CHECK						0.00	960.00
105100	88869	11/16/20	14383 ULTRA STROBE COMMUNICATI	010613	INVOICE #078114	0.00	736.00
105100	88870	11/16/20	4985 THE UPS STORE	010613	DELIVERY FEES	0.00	19.20
105100	88870	11/16/20	4985 THE UPS STORE	063448	DELIVERY FEES	0.00	120.58
TOTAL CHECK						0.00	139.78
105100	88871	11/16/20	4406 U.S.A. BLUEBOOK	063447	HYDRANT OIL/FOOD GRAD	0.00	261.12
105100	88871	11/16/20	4406 U.S.A. BLUEBOOK	063447	FLAG WIRE STAFF BLUE	0.00	293.28
105100	88871	11/16/20	4406 U.S.A. BLUEBOOK	063447	GASKET MATERIAL	0.00	243.25

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TOTAL CHECK						0.00	797.65
105100	88872	11/16/20	4207	VERIZON WIRELESS	010210	10/24-11/23/20	42.41
105100	88872	11/16/20	4207	VERIZON WIRELESS	010613	10/24-11/23/20	1,115.18
105100	88872	11/16/20	4207	VERIZON WIRELESS	010501	10/24-11/23/20	42.41
105100	88872	11/16/20	4207	VERIZON WIRELESS	010510	10/24-11/23/20	42.41
105100	88872	11/16/20	4207	VERIZON WIRELESS	011029	10/24-11/23/20	56.66
105100	88872	11/16/20	4207	VERIZON WIRELESS	010208	10/24-11/23/20	42.41
105100	88872	11/16/20	4207	VERIZON WIRELESS	010210	10/24-11/23/20	38.01
105100	88872	11/16/20	4207	VERIZON WIRELESS	053443	10/24-11/23/20	19.00
105100	88872	11/16/20	4207	VERIZON WIRELESS	063447	10/24-11/23/20	19.01
105100	88872	11/16/20	4207	VERIZON WIRELESS	011029	10/24-11/23/20	114.03
105100	88872	11/16/20	4207	VERIZON WIRELESS	010510	10/24-11/23/20	38.01
105100	88872	11/16/20	4207	VERIZON WIRELESS	010613	10/24-11/23/20	62.09
TOTAL CHECK						0.00	1,631.63
105100	88873	11/16/20	12129	VIKING BROTHERS INC.	010924	RESOLUTION NO. 20-R-00	1,123.73
105100	88873	11/16/20	12129	VIKING BROTHERS INC.	053443	RESOLUTION NO. 20-R-00	1,123.74
105100	88873	11/16/20	12129	VIKING BROTHERS INC.	063447	RESOLUTION NO. 20-R-00	2,247.48
TOTAL CHECK						0.00	4,494.95
105100	88874	11/16/20	3273	WASTE MANAGEMENT	010207	TURNER JUNCTION WASTE	737.57
105100	88875	11/16/20	4823	WATER PRODUCTS AURORA	063447	INVOICE #0299299 DATED	503.25
105100	88875	11/16/20	4823	WATER PRODUCTS AURORA	063447	INVOICE #0299394 DATED	3,580.77
TOTAL CHECK						0.00	4,084.02
105100	88876	11/16/20	1680	WEST CHICAGO FIRE PROTEC	010910	TRANSFER STATION FEE J	7,439.66
105100	88877	11/16/20	546	WEST SIDE TRACTOR SALES	010925	INVOICE #N98956 DATED	52.30
105100	88877	11/16/20	546	WEST SIDE TRACTOR SALES	010925	INVOICE #N99047 DATED	1.68
105100	88877	11/16/20	546	WEST SIDE TRACTOR SALES	010925	INVOICE #N99202 DATED	113.41
105100	88877	11/16/20	546	WEST SIDE TRACTOR SALES	010925	INVOICE #N99164 DATED	759.54
TOTAL CHECK						0.00	926.93
105100	88878	11/16/20	11177	WILKENS ANDERSON CO.	063448	INVOICE #S1192420.002	322.10
TOTAL CASH ACCOUNT						0.00	802,122.75
TOTAL FUND						0.00	802,122.75
TOTAL REPORT						0.00	802,122.75

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FUND - 01 - GENERAL FUND

DEPT-DIV	ACCOUNT	TITLE	DIV	VENDOR	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
01	131100	INVENTORY-DIESEL	15084	GAS DEPOT	00095000-01	10534	G402	0.00	5022.24
01	131200	INVENTORY-GASOLI	15084	GAS DEPOT	00095000-01	10534	G402	0.00	8724.11
TOTAL GENERAL FUND								0.00	13746.35
010110	4112	MEMBERSHIPS/DUES	4836	ILLINOIS MUNICIPAL LE	00095079-01	2021 DUES	G402	0.00	2000.00
TOTAL CITY COUNCIL-OPERATIONS								0.00	2000.00
010207	4225	OTHER CONTRACTUA	15314	PIE ORG	00095038-01	20234	G402	0.00	4375.00
010207	4225	OTHER CONTRACTUA	3273	WASTE MANAGEMENT	00095046-01	4039949-2011G402		0.00	737.57
TOTAL CITY ADMIN-SPECIAL PROJ								0.00	5112.57
010208	4202	TELEPHONE & ALAR	4207	VERIZON WIRELESS		585742141-00G402		0.00	42.41
010208	4225	OTHER CONTRACTUA	11730	TECHNIVISTA, INC.	00094264-01	WC201109	G402	0.00	1186.00
010208	4600	COMPUTER/OFFICE	13958	ELITE DOCUMENT SOLUTI	00095019-01	7080	G402	0.00	331.96
TOTAL CITY ADMIN-MARKET/COMM								0.00	1560.37
010210	4202	TELEPHONE & ALAR	4207	VERIZON WIRELESS		585040673-00G402		0.00	38.01
010210	4202	TELEPHONE & ALAR	4207	VERIZON WIRELESS		585742141-00G402		0.00	42.41
TOTAL CITY ADMIN-ADMIN								0.00	80.42
010219	4806	OTHER CAPITAL OU	4354	A & G GLASS, INC	00094188-01	QCT-0064573	G402	0.00	19500.00
TOTAL CITY ADMIN - COVID19								0.00	19500.00
010501	4108	EMPLOYMENT EXAMS	15312	ATG CREDIT LLC	00095021-01	46088	G402	0.00	66.00
010501	4108	EMPLOYMENT EXAMS	4089	TYLER MEDICAL SERVICE	00095023-01	421778	G402	0.00	320.00
010501	4108	EMPLOYMENT EXAMS	4089	TYLER MEDICAL SERVICE	00095025-01	422066	G402	0.00	155.00
010501	4108	EMPLOYMENT EXAMS	4089	TYLER MEDICAL SERVICE	00095026-01	422147	G402	0.00	85.00
010501	4202	TELEPHONE & ALAR	4207	VERIZON WIRELESS		585742141-00G402		0.00	42.41
010501	4674	SAFETY BUDGET	4089	TYLER MEDICAL SERVICE	00095022-01	421615	G402	0.00	65.00
TOTAL ADMIN SERVICES-HR								0.00	733.41
010502	4112	MEMBERSHIPS/DUES	1597	GFOA	00095080-01	0222002	G402	0.00	225.00
TOTAL ADMIN SERVICES-ACCTG								0.00	225.00
010503	4109	NETWORK CHARGES	13257	COMCAST CABLE		877120038038G402		0.00	298.40
010503	4812	MIS REPLACEMENT	5511	CDW GOVERNMENT, INC.	00094990-01	3522004	G402	0.00	1444.66
TOTAL ADMIN SERVICES-IT								0.00	1743.06
010510	4202	TELEPHONE & ALAR	4207	VERIZON WIRELESS		585742141-00G402		0.00	42.41
010510	4202	TELEPHONE & ALAR	4207	VERIZON WIRELESS		585040673-00G402		0.00	38.01



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DEPT-DIV	ACCOUNT	TITLE		VENDOR	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
010510	4502	COPIER FEES	13958	ELITE DOCUMENT SOLUTI	00095041-01	7078	G402	0.00	36.00
010510	4600	COMPUTER/OFFICE	255	PETTY CASH CITY HALL	00094998-01	OCT 2020	G402	0.00	325.48
010510	4613	POSTAGE	4450	RESERVE ACCOUNT	00094999-01	NOV 2020	G402	0.00	750.00
TOTAL ADMIN SERVICES-ADMIN								0.00	1191.90
010613	4100	LEGAL FEES	15072	TOSCAS LAW GROUP	00094997-01	OCT 20 RED LG402		0.00	150.00
010613	4100	LEGAL FEES	8248	MARQUARDT & BELMONTE	00095049-01	10940	G402	0.00	3592.45
010613	4100	LEGAL FEES	8248	MARQUARDT & BELMONTE	00095049-02	10938	G402	0.00	2998.00
010613	4110	TRAINING & TUITI	13263	GLOCK PROFESSIONAL, I	00095078-01	TRP/10014354G402		0.00	250.00
010613	4112	MEMBERSHIPS/DUES	14570	ILLINOIS L.E.A.P.	00094996-01	2021 MEMBERSG402		0.00	50.00
010613	4202	TELEPHONE & ALAR	2298	LANGUAGE LINE SERVICE	00095054-01	10103020	G402	0.00	191.66
010613	4202	TELEPHONE & ALAR	4207	VERIZON WIRELESS		585040673-00G402		0.00	62.09
010613	4202	TELEPHONE & ALAR	4207	VERIZON WIRELESS		585742141-00G402		0.00	1115.18
010613	4216	GROUNDS MAINTENA	12131	CLASSIC LANDSCAPE, LT	00094017-01	141633	G402	0.00	130.00
010613	4225	OTHER CONTRACTUA	10042	LEXISNEXIS RISK DATA	00095051-01	1088361-2020G402		0.00	270.50
010613	4225	OTHER CONTRACTUA	2027	TRANS UNION CORPORATI	00095048-01	10000340	G402	0.00	100.00
010613	4225	OTHER CONTRACTUA	871	DUPAGE COUNTY ANIMAL	00095052-01	8531	G402	0.00	150.00
010613	4423	RADIO/RADAR EQUI	14383	ULTRA STROBE COMMUNIC	00094995-01	078114	G402	0.00	736.00
010613	4502	COPIER FEES	12995	GREAT AMERICA LEASING	00095053-01	28090513	G402	0.00	219.20
010613	4502	COPIER FEES	14784	BRADEN BUSINESS SYSTE	00095001-01	672760	G402	0.00	49.00
010613	4613	POSTAGE	13778	CMRS-FP	00094994-01	NOV 2020	G402	0.00	2000.00
010613	4613	POSTAGE	4985	THE UPS STORE		CU00025644	G402	0.00	19.20
010613	4615	UNIFORMS/SAFETY	492	RAY O'HERRON, INC.	00095002-01	2062570-IN	G402	0.00	332.00
010613	4617	FIRST AID SUPPLI	11134	JUST SAFETY, LTD.		35331	G402	0.00	50.40
010613	4650	MISCELLANEOUS CO	14829	RAPID TRANSPORT TOWIN	00095047-01	3158	G402	0.00	246.50
010613	4650	MISCELLANEOUS CO	14838	SJK OF WEST CHICAGO,		OCT 2020	G402	0.00	60.00
010613	4650	MISCELLANEOUS CO	2390	DELUXE TOWING	00095050-01	90838	G402	0.00	109.00
010613	4650	MISCELLANEOUS CO	244	MURPHY ACE HARDWARE 2		OCT 2020	G402	0.00	143.98
010613	4650	MISCELLANEOUS CO	2609	DON MC CUE CHEVROLET		426784CVW	G402	0.00	123.02
010613	4650	MISCELLANEOUS CO	2609	DON MC CUE CHEVROLET		426783CVW	G402	0.00	61.51
010613	4650	MISCELLANEOUS CO	2609	DON MC CUE CHEVROLET		426782CVW	G402	0.00	75.49
010613	4650	MISCELLANEOUS CO	2609	DON MC CUE CHEVROLET		426780CVW	G402	0.00	75.49
TOTAL POLICE-OPERATIONS								0.00	13360.67
010910	4365	PAYMENT TO TAXIN	1680	WEST CHICAGO FIRE PRO	00095081-01	JULY-SEPT 20G402		0.00	7439.66
010910	4365	PAYMENT TO TAXIN	6146	DUPAGE COUNTY	00095082-01	JULY-SEPT 20G402		0.00	39802.18
TOTAL PUBLIC WORKS-ADMIN								0.00	47241.84
010921	4202	TELEPHONE & ALAR	12709	SPRINT		539996026	G402	0.00	95.73
010921	4203	HEATING GAS	250	NORTHERN ILLINOIS GAS		04739367748	G402	0.00	235.60
010921	4216	GROUNDS MAINTENA	12131	CLASSIC LANDSCAPE, LT	00094017-01	141633	G402	0.00	595.00
010921	4225	OTHER CONTRACTUA	6162	OFFICE OF THE STATE F	00095065-01	9636163	G402	0.00	210.00
010921	4650	MISCELLANEOUS CO	13021	CASE LOTS, INC	00095069-01	621	G402	0.00	279.60
010921	4650	MISCELLANEOUS CO	2013	GRAINGER		9699330578	G402	0.00	170.28
010921	4650	MISCELLANEOUS CO	2013	GRAINGER		9694312266	G402	0.00	60.90
010921	4650	MISCELLANEOUS CO	2013	GRAINGER	00095010-02	9689672872	G402	0.00	372.21

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FUND - 01 - GENERAL FUND

DEPT-DIV	ACCOUNT	TITLE	VENDOR	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
010921	4650	MISCELLANEOUS CO 244	MURPHY ACE HARDWARE 2		OCT 2020	G402	0.00	95.85
010921	4650	MISCELLANEOUS CO 5440	DORTRAK, INC.	00095063-01	141454	G402	0.00	218.00
010921	4650	MISCELLANEOUS CO 6029	THE SHERWIN WILLIAMS	00095028-01	7715-3	G402	0.00	100.90
TOTAL PUBLIC WORKS-MUN PROP							0.00	2434.07
010922	4214	BRUSH PICKUP 665	KRAMER TREE SPECIALIS	00093996-01	96687	G402	0.00	13825.00
010922	4214	BRUSH PICKUP 665	KRAMER TREE SPECIALIS	00093996-01	97096	G402	0.00	13825.00
010922	4225	OTHER CONTRACTUA 665	KRAMER TREE SPECIALIS	00093223-01	96959	G402	0.00	50.00
010922	4225	OTHER CONTRACTUA 665	KRAMER TREE SPECIALIS	00093223-01	97041	G402	0.00	150.00
010922	4604	TOOLS & EQUIPMEN 5124	COLTHARP'S SALES & SE		46970	G402	0.00	88.99
TOTAL PUBLIC WORKS-FORESTRY							0.00	27938.99
010923	4209	INTERMENT 1843	CEMETERY MANAGEMENT,	00093231-01	00-18472	G402	0.00	850.00
010923	4216	GROUNDS MAINTENA 1843	CEMETERY MANAGEMENT,	00093231-01	00-18465	G402	0.00	1200.00
010923	4216	GROUNDS MAINTENA 1843	CEMETERY MANAGEMENT,	00093231-01	00-18465	G402	0.00	2450.00
010923	4216	GROUNDS MAINTENA 1843	CEMETERY MANAGEMENT,	00093231-01	00-18469	G402	0.00	1225.00
TOTAL PUBLIC WORKS-CEMETERIES							0.00	5725.00
010924	4108	EMPLOYMENT EXAMS 4089	TYLER MEDICAL SERVICE	00095024-01	422029	G402	0.00	335.00
010924	4202	TELEPHONE & ALAR 12709	SPRINT		539996026	G402	0.00	197.20
010924	4225	OTHER CONTRACTUA 12432	GREEN T TREE & PEST S	00095011-01	1835852	G402	0.00	45.00
010924	4225	OTHER CONTRACTUA 12432	GREEN T TREE & PEST S	00095011-02	1835853	G402	0.00	45.00
010924	4225	OTHER CONTRACTUA 12432	GREEN T TREE & PEST S	00095011-03	1835854	G402	0.00	45.00
010924	4225	OTHER CONTRACTUA 12432	GREEN T TREE & PEST S	00095011-04	1835855	G402	0.00	45.00
010924	4225	OTHER CONTRACTUA 12432	GREEN T TREE & PEST S	00095011-05	1835856	G402	0.00	45.00
010924	4225	OTHER CONTRACTUA 12432	GREEN T TREE & PEST S	00095035-01	1836055	G402	0.00	45.00
010924	4604	TOOLS & EQUIPMEN 14532	CHICAGO CONTRACTOR'S	00095037-02	218936	G402	0.00	138.16
010924	4604	TOOLS & EQUIPMEN 2013	GRAINGER		9696384230	G402	0.00	152.08
010924	4604	TOOLS & EQUIPMEN 481	MCCANN INDUSTRIES, IN		P36122	G402	0.00	161.86
010924	4604	TOOLS & EQUIPMEN 5124	COLTHARP'S SALES & SE		46970	G402	0.00	207.66
010924	4650	MISCELLANEOUS CO 12129	VIKING BROTHERS INC.	00094060-01	INV 2020-767	G402	0.00	1123.73
010924	4650	MISCELLANEOUS CO 14532	CHICAGO CONTRACTOR'S	00095037-01	218774	G402	0.00	108.00
010924	4650	MISCELLANEOUS CO 244	MURPHY ACE HARDWARE 2		OCT 2020	G402	0.00	6.29
010924	4650	MISCELLANEOUS CO 5124	COLTHARP'S SALES & SE		47018	G402	0.00	282.40
TOTAL PUBLIC WORKS-R & B							0.00	2982.38
010925	4202	TELEPHONE & ALAR 12709	SPRINT		539996026	G402	0.00	44.32
010925	4400	VEHICLE REPAIR 15005	JERRY'S WELDING	00095006-01	21994	G402	0.00	137.50
010925	4400	VEHICLE REPAIR 286	TS SPECIALTIES, INC.	00095074-02	20913	G402	0.00	29.95
010925	4400	VEHICLE REPAIR 286	TS SPECIALTIES, INC.	00095074-03	20921	G402	0.00	142.15
010925	4400	VEHICLE REPAIR 286	TS SPECIALTIES, INC.	00095074-04	20936	G402	0.00	134.95
010925	4400	VEHICLE REPAIR 286	TS SPECIALTIES, INC.	00095076-01	21003	G402	0.00	39.95
010925	4400	VEHICLE REPAIR 286	TS SPECIALTIES, INC.	00095076-02	20999	G402	0.00	29.95
010925	4603	PARTS FOR VEHICL 11756	FEECE OIL CO.	00095029-01	1925785	G402	0.00	707.30
010925	4603	PARTS FOR VEHICL 12643	KIMBALL MIDWEST	00095018-01	8324283	G402	0.00	49.73

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DEPT-DIV	ACCOUNT	TITLE	VENDOR	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT	
010925	4603	PARTS FOR VEHICL	12643	KIMBALL MIDWEST	00095018-02	8331664	G402	0.00	164.13
010925	4603	PARTS FOR VEHICL	12643	KIMBALL MIDWEST	00095018-03	8331668	G402	0.00	333.43
010925	4603	PARTS FOR VEHICL	12643	KIMBALL MIDWEST	00095018-04	8331676	G402	0.00	310.66
010925	4603	PARTS FOR VEHICL	12643	KIMBALL MIDWEST	00095018-05	8331688	G402	0.00	258.81
010925	4603	PARTS FOR VEHICL	12643	KIMBALL MIDWEST	00095075-01	8363400	G402	0.00	20.71
010925	4603	PARTS FOR VEHICL	12643	KIMBALL MIDWEST	00095075-02	8365806	G402	0.00	30.22
010925	4603	PARTS FOR VEHICL	13555	JX ENTERPRISES, INC	00095005-01	25131736P	G402	0.00	114.99
010925	4603	PARTS FOR VEHICL	13908	RUSH TRUCK CENTERS OF	00095009-01	3021160462	G402	0.00	351.84
010925	4603	PARTS FOR VEHICL	13908	RUSH TRUCK CENTERS OF	00095009-02	3021181493	G402	0.00	58.08
010925	4603	PARTS FOR VEHICL	13908	RUSH TRUCK CENTERS OF	00095009-03	3020179927	G402	0.00	-167.80
010925	4603	PARTS FOR VEHICL	2013	GRAINGER		9688482992	G402	0.00	101.11
010925	4603	PARTS FOR VEHICL	231	MC MASTER-CARR SUPPLY		48102773	G402	0.00	128.94
010925	4603	PARTS FOR VEHICL	2390	DELUXE TOWING	00095067-01	91282	G402	0.00	130.00
010925	4603	PARTS FOR VEHICL	286	TS SPECIALTIES, INC.	00095074-01	20893	G402	0.00	120.95
010925	4603	PARTS FOR VEHICL	4095	STANDARD EQUIPMENT CO	00095030-01	P25426	G402	0.00	1260.06
010925	4603	PARTS FOR VEHICL	4095	STANDARD EQUIPMENT CO	00095068-01	P25380	G402	0.00	116.98
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-117793	G402	0.00	208.05
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-112265	G402	0.00	247.56
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-118093	G402	0.00	13.84
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-118504	G402	0.00	57.50
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-117406	G402	0.00	13.68
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-117412	G402	0.00	97.36
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-097213	G402	0.00	153.42
010925	4603	PARTS FOR VEHICL	481	MCCANN INDUSTRIES, IN		P06136	G402	0.00	97.96
010925	4603	PARTS FOR VEHICL	546	WEST SIDE TRACTOR SAL	00095007-01	N99164	G402	0.00	759.54
010925	4603	PARTS FOR VEHICL	546	WEST SIDE TRACTOR SAL	00095073-01	N98956	G402	0.00	52.30
010925	4603	PARTS FOR VEHICL	546	WEST SIDE TRACTOR SAL	00095073-02	N99047	G402	0.00	1.68
010925	4603	PARTS FOR VEHICL	546	WEST SIDE TRACTOR SAL	00095073-03	N99202	G402	0.00	113.41
010925	4603	PARTS FOR VEHICL	561	HAGGERTY FORD		3850	G402	0.00	11.76
010925	4603	PARTS FOR VEHICL	561	HAGGERTY FORD		CM3669	G402	0.00	-132.96
010925	4603	PARTS FOR VEHICL	561	HAGGERTY FORD		3971	G402	0.00	272.87
010925	4604	TOOLS & EQUIPMEN	4735	NAPA AUTO PARTS		4496-118404	G402	0.00	12.72
010925	4604	TOOLS & EQUIPMEN	4735	NAPA AUTO PARTS		4496-118603	G402	0.00	24.19
TOTAL PUBLIC WORKS-MAINT GAR							0.00	6653.79	
010926	4204	ELECTRIC	151	COMED		2304112018	G402	0.00	5992.39
010926	4204	ELECTRIC	151	COMED		0187077032	G402	0.00	1428.34
010926	4807	STREET IMPROVEME	556	IL DEPT OF TRANSPORTA	00095031-01	123469	G402	0.00	281202.40
TOTAL MOTOR FUEL TAX							0.00	288623.13	
011028	4720	OTHER CHARGES	15309	BURKE, JANE	00095042-01	REIMBURSEMENG402	0.00	183.96	
TOTAL COM DEV-PLANNING							0.00	183.96	
011029	4100	LEGAL FEES	8248	MARQUARDT & BELMONTE	00095043-01	10939	G402	0.00	1088.45
011029	4113	ENFORCEMENT & IN	1800	B & F CONSTRUCTION CO	00095039-01	54910	G402	0.00	14375.00
011029	4120	PLAN REVIEW	1800	B & F CONSTRUCTION CO	00095040-01	54778	G402	0.00	200.00



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 PAYMENT TYPE: ALL

FUND - 01 - GENERAL FUND

DEPT-DIV	ACCOUNT	-----TITLE-----	-----VENDOR-----	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
011029	4120	PLAN REVIEW	1800	B & F CONSTRUCTION CO	00095040-02 54817	G402	0.00	982.43
011029	4120	PLAN REVIEW	1800	B & F CONSTRUCTION CO	00095040-03 54852	G402	0.00	628.95
011029	4202	TELEPHONE & ALAR	4207	VERIZON WIRELESS	585742141-00G402		0.00	56.66
011029	4202	TELEPHONE & ALAR	4207	VERIZON WIRELESS	585040673-00G402		0.00	114.03
TOTAL COM DEV-BUILDING & CODE							0.00	17445.52
011030	4225	OTHER CONTRACTUA	13590	PHALEN CONSULTING, IN	00095045-01 93	G402	0.00	3675.00
011030	4502	COPIER FEES	14784	BRADEN BUSINESS SYSTE	00095072-01 661811	G402	0.00	73.93
TOTAL COM DEV-MUSEUM							0.00	3748.93
TOTAL FUND							0.00	462231.36

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 PAYMENT TYPE: ALL

FUND - 05 - SEWER FUND

DEPT-DIV	ACCOUNT	-----TITLE-----	-----VENDOR-----	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
053440	4204	ELECTRIC	11805	CONSTELLATION NEWENER	201384589-84G402		0.00	239.84
053440	4216	GROUNDS MAINTENA	12131	CLASSIC LANDSCAPE, LT	00094017-01 141633	G402	0.00	405.00
053440	4216	GROUNDS MAINTENA	5163	ON TARGET	00095036-01 5551	G402	0.00	300.00
TOTAL SEWER-SSA#2							0.00	944.84
053443	4202	TELEPHONE & ALAR	12709	SPRINT	539996026	G402	0.00	130.00
053443	4202	TELEPHONE & ALAR	4207	VERIZON WIRELESS	585040673-00G402		0.00	19.00
053443	4203	HEATING GAS	250	NORTHERN ILLINOIS GAS	75591010006	G402	0.00	41.78
053443	4203	HEATING GAS	250	NORTHERN ILLINOIS GAS	30453010008	G402	0.00	51.13
053443	4203	HEATING GAS	250	NORTHERN ILLINOIS GAS	95402863377	G402	0.00	39.60
053443	4203	HEATING GAS	250	NORTHERN ILLINOIS GAS	39388900001	G402	0.00	47.18
053443	4204	ELECTRIC	11805	CONSTELLATION NEWENER	201384589-84G402		0.00	2683.26
053443	4216	GROUNDS MAINTENA	12131	CLASSIC LANDSCAPE, LT	00094017-01 141633	G402	0.00	555.00
053443	4225	OTHER CONTRACTUA	9209	THIRD MILLENNIUM ASSO	00095064-01 25505	G402	0.00	698.27
053443	4400	VEHICLE REPAIR	4774	SAFETY LANE INSPECTIO	00095066-01 20161	G402	0.00	55.00
053443	4402	LIFT STATION REP	15311	STARNET TECHNOLOGIES	00095027-01 91506	G402	0.00	1450.00
053443	4502	COPIER FEES	13958	ELITE DOCUMENT SOLUTI	00095041-01 7078	G402	0.00	26.99
053443	4603	PARTS FOR VEHICL	4095	STANDARD EQUIPMENT CO	00095015-01 P25275	G402	0.00	2932.51
053443	4603	PARTS FOR VEHICL	481	MCCANN INDUSTRIES, IN	P06147	G402	0.00	137.91
053443	4604	TOOLS & EQUIPMEN	2013	GRAINGER	00095033-01 9694312258	G402	0.00	482.97
053443	4604	TOOLS & EQUIPMEN	244	MURPHY ACE HARDWARE 2	OCT 2020	G402	0.00	143.95
053443	4607	GAS & OIL	14154	SUBURBAN PROPANE	00095056-01 7800-504226	G402	0.00	786.07
053443	4613	POSTAGE	4450	RESERVE ACCOUNT	00094999-01 NOV 2020	G402	0.00	300.00
053443	4630	PARTS-LIFT STATI	1320	STEINER ELECTRIC	S006752612.0G402		0.00	16.45
053443	4630	PARTS-LIFT STATI	1320	STEINER ELECTRIC	S006752612.0G402		0.00	96.90
053443	4630	PARTS-LIFT STATI	1320	STEINER ELECTRIC	S006752612.0G402		0.00	101.20
053443	4630	PARTS-LIFT STATI	2013	GRAINGER	9694448466	G402	0.00	30.50
053443	4630	PARTS-LIFT STATI	244	MURPHY ACE HARDWARE 2	OCT 2020	G402	0.00	89.92
053443	4638	TRENCH BACKFILL	12129	VIKING BROTHERS INC.	00094060-01 INV_2020-767G402		0.00	1123.74
053443	4650	MISCELLANEOUS CO	2013	GRAINGER	9697288042	G402	0.00	274.26
053443	4650	MISCELLANEOUS CO	244	MURPHY ACE HARDWARE 2	OCT 2020	G402	0.00	413.00
TOTAL SEWER-SANITARY COLLECTION							0.00	12726.59
TOTAL FUND							0.00	13671.43

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 PAYMENT TYPE: ALL

FUND - 06 - WATER FUND

DEPT-DIV	ACCOUNT	TITLE	VENDOR	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT	
063447	4202	TELEPHONE & ALAR	12709	SPRINT	539996026	G402	0.00	180.96	
063447	4202	TELEPHONE & ALAR	4207	VERIZON WIRELESS	585040673-00G402		0.00	19.01	
063447	4203	HEATING GAS	250	NORTHERN ILLINOIS GAS	61021010006	G402	0.00	44.86	
063447	4203	HEATING GAS	250	NORTHERN ILLINOIS GAS	14656900009	G402	0.00	56.92	
063447	4204	ELECTRIC	11805	CONSTELLATION NEWENER	201384589-84G402		0.00	25999.20	
063447	4216	GROUNDS MAINTENA	12131	CLASSIC LANDSCAPE, LT	00094017-01	141633	G402	0.00	1180.00
063447	4225	OTHER CONTRACTUA	9209	THIRD MILLENNIUM ASSO	00095064-01	25505	G402	0.00	698.27
063447	4400	VEHICLE REPAIR	15005	JERRY'S WELDING	00095006-01	21994	G402	0.00	137.50
063447	4400	VEHICLE REPAIR	2390	DELUXE TOWING	00095004-01	91538	G402	0.00	155.00
063447	4400	VEHICLE REPAIR	4774	SAFETY LANE INSPECTIO	00095066-02	20161	G402	0.00	37.00
063447	4400	VEHICLE REPAIR	4774	SAFETY LANE INSPECTIO	00095071-01	20180	G402	0.00	37.00
063447	4420	PUMP STATION REP	3491	FLOLO CORPORATION	00095012-01	100130	G402	0.00	412.50
063447	4502	COPIER FEES	13958	ELITE DOCUMENT SOLUTI	00095041-01	7078	G402	0.00	27.00
063447	4603	PARTS FOR VEHICL	561	HAGGERTY FORD		4119	G402	0.00	63.50
063447	4604	TOOLS & EQUIPMEN	14295	MACCAREB, INC	00095061-01	INV006802	G402	0.00	52.50
063447	4604	TOOLS & EQUIPMEN	2013	GRAINGER		9691260419	G402	0.00	72.80
063447	4604	TOOLS & EQUIPMEN	2810	CORE & MAIN, LP		N037166	G402	0.00	256.85
063447	4613	POSTAGE	4450	RESERVE ACCOUNT	00094999-01	NOV 2020	G402	0.00	300.00
063447	4621	PARTS & EQUIPMEN	12129	VIKING BROTHERS INC.	00094060-01	INV_2020-767G402		0.00	2247.48
063447	4621	PARTS & EQUIPMEN	2013	GRAINGER		9694532202	G402	0.00	154.00
063447	4621	PARTS & EQUIPMEN	244	MURPHY ACE HARDWARE 2		OCT 2020	G402	0.00	43.63
063447	4621	PARTS & EQUIPMEN	4406	U.S.A. BLUEBOOK		397956	G402	0.00	261.12
063447	4621	PARTS & EQUIPMEN	4406	U.S.A. BLUEBOOK		402205	G402	0.00	243.25
063447	4621	PARTS & EQUIPMEN	4823	WATER PRODUCTS AURORA	00095016-01	0299299	G402	0.00	503.25
063447	4621	PARTS & EQUIPMEN	4823	WATER PRODUCTS AURORA	00095058-01	0299394	G402	0.00	3580.77
063447	4650	MISCELLANEOUS CO	2013	GRAINGER		9698743532	G402	0.00	69.72
063447	4650	MISCELLANEOUS CO	4406	U.S.A. BLUEBOOK		399373	G402	0.00	293.28
063447	4650	MISCELLANEOUS CO	5749	COMMUNICATIONS DIRECT		IN159621	G402	0.00	59.00
063447	4650	MISCELLANEOUS CO	5774	AWWA SOURCE WATER PRO	00095008-01	0002106012	G402	0.00	190.72

TOTAL WATER-PRODUCTION/DIST 0.00 37377.09

063448	4202	TELEPHONE & ALAR	12709	SPRINT	539996026	G402	0.00	121.12	
063448	4203	HEATING GAS	250	NORTHERN ILLINOIS GAS	92163563122	G402	0.00	338.13	
063448	4204	ELECTRIC	11805	CONSTELLATION NEWENER	201384589-84G402		0.00	10638.68	
063448	4207	LAB SERVICES	1762	SUBURBAN LABORATORIES	00095014-01	181900	G402	0.00	1303.00
063448	4210	REFUSE DISPOSAL	14970	HEARTLAND RECYCLING-A	00094830-01	0000022693	G402	0.00	146094.85
063448	4216	GROUNDS MAINTENA	12131	CLASSIC LANDSCAPE, LT	00094017-01	141633	G402	0.00	960.00
063448	4225	OTHER CONTRACTUA	11546	ALL TYPES ELEVATORS,	00095060-01	20079495	G402	0.00	192.00
063448	4225	OTHER CONTRACTUA	13257	COMCAST CABLE		877120038036G402		0.00	258.35
063448	4503	EQUIPMENT RENTAL	11273	LIFT WORKS INC.	00095003-01	149195-1	G402	0.00	1950.00
063448	4604	TOOLS & EQUIPMEN	5124	COLTHARP'S SALES & SE	00094976-01	47010	G402	0.00	319.96
063448	4604	TOOLS & EQUIPMEN	5124	COLTHARP'S SALES & SE	00094976-02	47010	G402	0.00	25.00
063448	4604	TOOLS & EQUIPMEN	5124	COLTHARP'S SALES & SE	00094976-03	47010	G402	0.00	32.95
063448	4615	UNIFORMS/SAFETY	2013	GRAINGER	00095010-01	9684280069	G402	0.00	421.60
063448	4615	UNIFORMS/SAFETY	244	MURPHY ACE HARDWARE 2	00091178-01	925758	G402	0.00	71.06
063448	4625	LAB SUPPLIES	11177	WILKENS ANDERSON CO.	00095032-01	S1192420.002G402		0.00	322.10
063448	4626	CHEMICALS	10925	MISSISSIPPI LIME COMP	00093076-01	1516315	G402	0.00	4781.48
063448	4626	CHEMICALS	1914	ALEXANDER CHEMICAL CO	00093079-01	31544	G402	0.00	3154.96



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FUND - 06 - WATER FUND

DEPT-DIV	ACCOUNT	-----TITLE-----	-----VENDOR-----	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT	
063448	4642	PARTS - WTP OPER	11133	PROFLOW PUMPING SOLUT	00095013-01	INV12664	G402	0.00	492.50
063448	4642	PARTS - WTP OPER	2013	GRAINGER	00095010-01	9684280069	G402	0.00	538.34
063448	4650	MISCELLANEOUS CO	4985	THE UPS STORE		CU00019551	G402	0.00	120.58
063448	4806	OTHER CAPITAL OU	3597	FEDEX CORPORATION		7-164-24023	G402	0.00	39.92
TOTAL WATER-TREATMENT PLANT OP							0.00	172176.58	
TOTAL FUND							0.00	209553.67	

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FUND - 08 - CAPITAL PROJECTS FUND

DEPT-DIV	ACCOUNT	TITLE	DIV	VENDOR	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
083453	4225	OTHER CONTRACTUA	12102	THOMAS ENGINEERING GR	00093081-01	20-331	G402	0.00	34246.52
083453	4225	OTHER CONTRACTUA	12102	THOMAS ENGINEERING GR	00094903-01	20-332	G402	0.00	32999.19
083453	4672	BIT PATCH-HOT	12722	ALLIED ASPHALT PAVING	00094190-02	232543	G402	0.00	896.10
083453	4672	BIT PATCH-HOT	12722	ALLIED ASPHALT PAVING	00094190-02	232709	G402	0.00	133.56
083453	4672	BIT PATCH-HOT	12722	ALLIED ASPHALT PAVING	00094190-02	232541	G402	0.00	872.99
083453	4672	BIT PATCH-HOT	12722	ALLIED ASPHALT PAVING	00094190-02	232542	G402	0.00	1737.68
083453	4817	SALT STORAGE FAC	11333	GRAYBAR ELECTRIC CO.,	00095070-01	9318442183	G402	0.00	50.26
083453	4817	SALT STORAGE FAC	11333	GRAYBAR ELECTRIC CO.,	00095070-02	9318535570	G402	0.00	266.96
083453	4817	SALT STORAGE FAC	1320	STEINER ELECTRIC		S006757796.0	G402	0.00	173.19
083453	4817	SALT STORAGE FAC	2013	GRAINGER		9694532210	G402	0.00	34.44
083453	4817	SALT STORAGE FAC	2013	GRAINGER		9689672880	G402	0.00	58.71
083453	4817	SALT STORAGE FAC	231	MC MASTER-CARR SUPPLY		48113947	G402	0.00	249.02
083453	4817	SALT STORAGE FAC	231	MC MASTER-CARR SUPPLY		48120426	G402	0.00	48.01
083453	4817	SALT STORAGE FAC	244	MURPHY ACE HARDWARE 2		OCT 2020	G402	0.00	12.59
083453	4817	SALT STORAGE FAC	8746	CHRISTOPHER B BURKE E	00093168-01	162051	G402	0.00	2354.05
083453	4871	ROW MAINTENANCE	12131	CLASSIC LANDSCAPE, LT	00094017-01	141633	G402	0.00	10355.00
083453	4872	ROW MATERIALS	3349	TRAFFIC CONTROL AND P		105547	G402	0.00	110.40
083453	4872	ROW MATERIALS	3349	TRAFFIC CONTROL AND P		105603	G402	0.00	70.25
083453	4872	ROW MATERIALS	3349	TRAFFIC CONTROL AND P	00094728-01	105561	G402	0.00	2175.00
083453	4872	ROW MATERIALS	4770	PRO-PAC INDUSTRIES, I	00095034-01	152229	G402	0.00	284.90
083453	4886	EMRLD ASH BORER	13031	EMERALD TREE CARE, LL	00094716-01	36090	G402	0.00	19950.00
TOTAL CAPITAL PROJECTS								0.00	107078.82
TOTAL FUND								0.00	107078.82

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FUND - 09 - DOWNTOWN TIF SPEC PROJ

DEPT-DIV	ACCOUNT	-----TITLE-----	-----VENDOR-----	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
093454	4216	GROUNDS MAINTENA	12131	CLASSIC LANDSCAPE, LT	00094017-01 141633	G402	0.00	1995.00
093454	4225	OTHER CONTRACTUA	13590	PHALEN CONSULTING, IN	00095045-01 93	G402	0.00	3675.00
093454	4680	SPECIAL EVENTS	15263	STEFAN, NICOLETTE	00095044-01 REIMBURSMENTG402		0.00	75.00
093454	4680	SPECIAL EVENTS	15263	STEFAN, NICOLETTE	00095044-02 REIMBURSMENTG402		0.00	25.00
093454	4680	SPECIAL EVENTS	15263	STEFAN, NICOLETTE	00095044-03 REIMBURSMENTG402		0.00	18.89
093454	4680	SPECIAL EVENTS	15263	STEFAN, NICOLETTE	00095044-04 REIMBURSMENTG402		0.00	38.58
093454	4680	SPECIAL EVENTS	15263	STEFAN, NICOLETTE	00095044-05 REIMBURSMENTG402		0.00	30.00
TOTAL DOWNTOWN TIF							0.00	5857.47
TOTAL FUND							0.00	5857.47

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FUND - 28 - MISCELLANEOUS DEPOSITSIN

DEPT-DIV	ACCOUNT	-----TITLE-----	-----VENDOR-----	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
28	224500	MISCELLANEOUS DE	15305	MOLDENHAUER, TRAVIS	00095020-01	1155-B HARVEG402	0.00	3000.00
TOTAL MISCELLANEOUS DEPOSITSIN							0.00	3000.00
TOTAL FUND							0.00	3000.00



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FUND - 43 - COMMUTER PARKING FUND

DEPT-DIV	ACCOUNT	-----TITLE-----	-----VENDOR-----	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
433476	4216	GROUNDS MAINTENA	12131	CLASSIC LANDSCAPE, LT	00094017-01 141633	G402	0.00	580.00
433476	4613	POSTAGE	4450	RESERVE ACCOUNT	00094999-01 NOV 2020	G402	0.00	150.00
TOTAL COMMUTER PARKING FUND							0.00	730.00
TOTAL FUND							0.00	730.00
TOTAL CHECK TRANSACTIONS							0.00	802122.75
TOTAL EFT TRANSACTIONS							0.00	0.00
TOTAL REPORT							0.00	802122.75

# CITY OF WEST CHICAGO

## DEVELOPMENT COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Zoning Code Text Amendment  
Legal Nonconforming Uses

Ordinance No. 20-O-0024

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

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

**COMMITTEE AGENDA DATE:** Nov. 9, 2020

**COUNCIL AGENDA DATE:** Nov. 16, 2020

**STAFF REVIEW:** Tom Dabareiner, AICP

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

**APPROVED BY CITY ADMINISTRATOR:** Michael Guttman

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

**ITEM SUMMARY:**

Staff is proposing adding a section to the Nonconformities chapter of the Zoning Code that would allow the resumption of a legal nonconforming use that has been discontinued for a period of 12 consecutive months or longer. Section 8.8 of the Zoning Code allows a use of land that is nonconforming, but was lawfully established, to continue on a property provided that certain requirements are adhered to. One of the requirements is that a legal nonconforming uses loses its legal status when the nonconforming use has been discontinued for 12 consecutive months. Once a legal nonconforming use of land is dormant for a period longer than 12 consecutive months the use may no longer be resumed and the property must conform to the applicable district regulations.

Instances have occurred over the last year involving property owners wanting to revive a longstanding legal nonconforming use that, while the use might have been discontinued for a relatively short period of time, exceeds the 12 month timeframe allowed in Section 8.8. Often in these situations the legal nonconforming use has been discontinued for 18 to 24 months when the use would have resumed but the use may not have yet exceeded 12 months of discontinuance at the time that the user expressed an interest to staff in reviving such as use. The property, nonetheless, must resume within 12 months otherwise the legal nonconforming use may not resume. The steps to reinstate operation of a formerly active use can sometimes take much longer than the 12-month period allowed under the Ordinance. This poses a challenge for property owners who want to revive a legal nonconforming use but may not be in a position to begin operating the use in the required timeframe. In these situations, the proposed resumption of the use is intended to operate in the exact manner with no improvements or changes that would increase the use's nonconformity. Some examples of these situations include Hines Supply at 1201 Hawthorne Lane for outside storage, 121 N Oak Street for the continuation of a two-flat in a single-family residential district, and Cascade Drive-In Theater.

Furthermore, staff is proposing that this new section replace the existing text in Section 8.9. Currently, this section outlines an amortization schedule to eliminate nonconforming buildings, structures and uses based on the assessed valuation of the building in question. This section has been enforced by the City just once which resulted in a lawsuit against the City, in which the court ruled against the enforcement. Since then, the City has not enforced the amortization schedule as a result of this court ruling and staff is therefore proposing its elimination.

At its November 4, 2020 meeting, the Plan Commission/Zoning Board of Appeals (PC/ZBA) conducted a public hearing to consider the proposed text amendment. Members voted unanimously (5-0) in favor of recommending the Text Amendment.

**ACTION PROPOSED:**

Consideration of the proposed Zoning Ordinance Text Amendment to Article VIII of the Zoning Code to delete Section 8.9 in its entirety and add a section to Article VIII that allows discontinued legal non-conforming uses to resume if approved by the Zoning Administrator after certain criteria have been met.

**COMMITTEE RECOMMENDATION:**

Development Committee members voted unanimously (6-0) in favor of recommending the Zoning Ordinance Text Amendment to Section 8.9, by replacing it with a new procedure for considering nonconforming uses.

Attachments:  
Draft Ordinance  
PC Report



# CITY OF WEST CHICAGO

## DEVELOPMENT COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Proposed Extension to an Approved Special Use for a  
Planned Unit Development  
Renaissance Square Assisted Living Facility  
1301 Joliet Road

Ordinance No. 20-O-0025

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

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

**COMMITTEE AGENDA DATE:** Nov. 9, 2020

**COUNCIL AGENDA DATE:** Nov. 16, 2020

**STAFF REVIEW:** Tom Dabareiner, AICP

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

**APPROVED BY CITY ADMINISTRATOR:** Michael Guttman

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

**ITEM SUMMARY:**

On September 17, 2012 the City Council approved Ordinance No. 12-O-0038 which granted a Special Use for a Final Planned Unit Development for the Renaissance Square development on Joliet Road. The petitioner, Ron D'Aversa of Central Development Corporation, received approval to develop a multi-phased senior living facility. Construction on the project has not yet begun and Section 15.5 of the Zoning Code requires that a special use for a planned unit development start construction within one (1) year of the final plan approval. The special use approved for the planned unit development has thus expired.

The petitioner has a desire to continue moving forward with the development of the property for the multi-phased senior living facility and has provided a written request to staff for an extension. Section 5.5-8 of the Zoning Code provides the City Council the ability to grant extensions to expired Special Uses. There are no specific requirements as to when a request shall be made in relation to the expiration date of the special use. The petitioner has indicated that they will be able to begin site work within the next sixty (60) days. The estimated timeframe from start of construction to Certificate of Occupancy is eighteen (18) months. The petitioner indicated that there was an unexpected 2.5 year delay in the initial closing of the land purchase which resulted in the petitioner not acquiring the property until 2015. Following closing, the petitioner updated their previous due diligence with respect to market studies, appraisals, and financing arrangements.

Staff recommends that the approval for the Special Use for the Planned Unit Development be extended for an additional eighteen (18) months to allow enough time at the beginning of the 2021 construction season to initiate and complete the work.

**ACTIONS PROPOSED:**

Approve the proposed extension to the approved Special Use for a Final Planned Unit Development.

**COMMITTEE RECOMMENDATION:**

Development Committee members voted unanimously (6-0) in favor of extending the Special Use for the Planned Unit Development for the Renaissance Square development.

**Attachments:**

Extension Request Letter dated October 27, 2020

Ord. 20-O-0025



## CITY OF WEST CHICAGO

### DEVELOPMENT COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Final Development Plan  
2575 Enterprise Circle  
Greco DeRosa Investment Group

Resolution No. 20-R-0068

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

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

**COMMITTEE AGENDA DATE:** Nov. 9, 2020

**COUNCIL AGENDA DATE:** Nov. 16, 2020

**STAFF REVIEW:** Tom Dabareiner, AICP

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

**APPROVED BY CITY ADMINISTRATOR:** Michael Guttman

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

**ITEM SUMMARY:**

Greco DeRosa Investment Group (GDIG) requests Final Development Plan approval to allow construction of a speculative industrial building, along with related site improvements, at 2575 Enterprise Circle in the DuPage Business Center. This is the second phase of a two-phase effort, with the construction for Phase 1 at 2595 Enterprise Circle already under construction.

The new building is 501,048 square feet. It is designed to host up to four tenants. These tenants may include divisions of Greco & Sons, a national distributor of food products.

In accordance with the Intergovernmental Agreement (IGA) with the DuPage Airport Authority (DAA), both the DAA and City shall approve any development proposal within the DBC that meets requirements. The DAA Board approved the GDIG Final Development Plan at its September 16, 2020 meeting.

The attached draft Resolution references specific site plans and building elevations for the proposed development. The terms of the IGA require the City Council to approve the final development plan (and any amendments thereto) if it is in conformance with all of the controlling documents (the City's Airport Zoning District regulations and the DAA's Minimum Design Standards). City staff acknowledges that the proposed development plans comply.

**ACTION PROPOSED:**

Consideration of the Final Development Plan for 2575 Enterprise Circle.

**COMMITTEE RECOMMENDATION:**

Development Committee members voted unanimously (6-0) in favor of the Final Development Plan for 2575 Enterprise Circle.

**ATTACHMENTS:**

Draft Resolution  
Site Plan, Landscape Plan, Elevations



# CITY OF WEST CHICAGO

## INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

2021 Forestry Maintenance Program – Rejection of Bids

**AGENDA ITEM NUMBER:** 8.D.**COMMITTEE AGENDA DATE:** November 5, 2020**COUNCIL AGENDA DATE:** November 16, 2020**STAFF REVIEW:** Timothy Wilcox, Assistant Director of Public Works**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** \_\_\_\_\_**ITEM SUMMARY:**

The Forestry Maintenance Program typically covers contractual trimming and removal of parkway trees. The program is funded to enable completion of a five-year trimming cycle for the whole City, which is the recommended procedure by Arborists. This would have been the fifth year of the five-year trimming cycle. The area targeted for tree trimming this year included: Cornerstone Lakes Subdivision and selected streets west of Joliet Street and south of Washington Street.

On September 9, 2020, the City advertised the 2021 Forestry Maintenance Program in the Daily Herald and sealed bids were opened on Wednesday, October 14, 2020. There were two bids received with Trees "R" Us, Inc. of Wauconda, Illinois, submitting the lowest bid proposal of \$125,454.00. The second bidder was Landscape Concepts Management, Inc. of Grayslake, Illinois, with a bid of \$187,167.00 (see attached bid tab sheet for additional clarification). Nels Johnson of Evanston, Illinois, submitted a "No Bid" letter. Steve Piper & Sons of Naperville, Illinois, who had previously provided services, did not submit a bid stating current commitments prohibited such.

It is staff's opinion that lack of bidders and the higher costs received are attributed to 1) current workload/commitments of contractors, 2) requirement of a Certified Arborist to oversee work, and 3) trimming trees is labor intensive work for little income return (e.g., contractor can make more money removing whole trees than trimming them).

Given the fact that the two bids received are well over the budgeted amount of \$70,000.00 for the 2021 Forestry Maintenance Program, staff recommends rejecting all bids.

As a result, Public Works will attempt to complete tree trimming operations this winter in-house as time and weather allows. In addition, staff will separate and rebid the tree removal portion of the program, to be completed in 2021, which is estimated to be under \$20,000.00.

**ACTIONS PROPOSED:**

Reject all bids for the 2021 Forestry Maintenance Program.

**COMMITTEE RECOMMENDATION:**

The Infrastructure Committee voted 5-0 for approval.

# CITY OF WEST CHICAGO

## INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Ordinance No. 20-O-0023– Authorizing the Disposal of Surplus Equipment, Stock Inventory, and/or Personal Property Owned By the City Of West Chicago

AGENDA ITEM NUMBER: 8.E.

COMMITTEE AGENDA DATE: November 5, 2020  
COUNCIL AGENDA DATE: November 16, 2020

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

SIGNATURE



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

SIGNATURE \_\_\_\_\_

**ITEM SUMMARY:**

City staff has identified surplus equipment, stock inventory, and/or personal property that has no useful life and is no longer useful to the City, has little or no salvage value, and should be properly disposed of (please refer to Ordinance No. 20-O-0023 and Attachment A for additional information).

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

**ACTIONS PROPOSED:**

Adopt Ordinance No. 20-O-0023 for the disposal or sale of surplus equipment, stock inventory, and/or personal property owned by the City of West Chicago.

**COMMITTEE RECOMMENDATION:**

The Infrastructure Committee voted 5-0 for approval.



# CITY OF WEST CHICAGO

## INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 20-R-0058 – Contract Award – Cemetery Management, Inc. (John B. Reynolds) for Cemetery Sexton Services For Fiscal Years 2021 thru 2023

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

**COMMITTEE AGENDA DATE:** November 5, 2020  
**COUNCIL AGENDA DATE:** November 16, 2020

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

**SIGNATURE** 

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

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

**ITEM SUMMARY:**

Annually, the City employs, as an independent contractor, a Cemetery Sexton to supervise and direct all activities in the Glen Oak and Oakwood Cemeteries, including, but not limited to, sales of gravesites, performing grave openings and closings, grounds maintenance, and preparation and maintenance of records and reports for submittal to the City. Since May 7, 1990, Mr. John Reynolds of Cemetery Management, Inc. has contractually been the City's Cemetery Sexton. The City pays Mr. Reynolds an annual sexton salary of \$7,200.00, plus additional costs associated with interments, grounds maintenance, and other contractual services as requested. The number of interments, and number of snow removal events, remain the unknown factors that impact budget expenditures; however, the City averages 30 interments per year.

In Fiscal Year 2019, Mr. Reynolds honored his annual sexton salary of \$7,200.00 and held his grounds maintenance charges, which have not increased since 2009 (i.e., mowing, leaf pick-up, broadleaf weed control applications, fertilizer applications, and snow removal). However, Mr. Reynolds did receive a modest increase to his grave excavation and interment of ashes charges, and received an increase in the allowed number of weekly mowing events from 25 weeks to 28 weeks. Prior to this, Mr. Reynolds had not increased the rates for grave excavations and interment of ashes since Fiscal Year 2013. In Fiscal Year 2020, Mr. Reynolds held his 2019 pricing and received a one-year contract extension.

On October 31, 2020, Mr. Reynolds notified City staff of his willingness to continue to provide Cemetery Sexton Services for the City's Glen Oak and Oakwood Cemeteries for Fiscal Years 2021, 2022, and 2023, at the 2019 price of \$80,000.00 per year.

Due to satisfactory performance, it is staff's recommendation that a new three-year service Agreement be offered to Cemetery Management, Inc. (Mr. John Reynolds), for an amount not to exceed \$80,000.00 annually, for Fiscal Years 2021, 2022, and 2023.

Approval of a three-year Agreement with Cemetery Management, Inc. will also allow the City to hold current cemetery fees and charges thru Fiscal Year 2023. Per past direction from City Council, all Sexton charges are to be recovered via cemetery fees and charges as established by City Ordinance.



## CITY OF WEST CHICAGO

**ACTIONS PROPOSED:**

Approve Resolution No. 20-R-0058 authorizing the Mayor to execute a three-year Contract with Cemetery Management, Inc. (John B. Reynolds), for an amount not to exceed \$80,000.00 annually, for Cemetery Sexton Services for Fiscal Years 2021, 2022, and 2023.

**COMMITTEE RECOMMENDATION:**

The Infrastructure Committee voted 5-0 for approval.

# CITY OF WEST CHICAGO

## INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 20-R-0059 – Authorizing the Transfer of Ownership of Oak Drive Right-Of-Way to DuPage County

AGENDA ITEM NUMBER: 8.6.

COMMITTEE AGENDA DATE: November 5, 2020  
COUNCIL AGENDA DATE: November 16, 2020

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

SIGNATURE 

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

SIGNATURE \_\_\_\_\_

**ITEM SUMMARY:**

The City has been maintaining the Oak Drive right-of-way, between Diversey Parkway and IL Route 59, for several years now (dedicated as public right-of-way in circa 1953). The City has no utilities in this unimproved right-of-way and there is no need to continue to own said right-of-way. DuPage County owns the adjacent parcel to the east and a portion of its Illinois Prairie Path system meanders through the Oak Drive right-of-way.

Representatives from DuPage County were contacted and have agreed to assume ownership and maintenance responsibility of the right-of-way if deeded via a Plat of Dedication pursuant to the Illinois Local Government Property Transfer Act, 50 ILCS 605.0.01. Per the Act, the City of West Chicago is to transfer the property by Resolution and the DuPage County is to accept the property by Ordinance. Please refer to the attached Resolution No. 20-O-0059 and Attachment A for additional information.

On Tuesday October 27, 2020, DuPage County enacted and approved Ordinance DT-O-0080-20 authorizing the Director of Transportation/County Engineer to execute a Plat of Dedication for the Oak Drive right-of-way (see attached draft Ordinance). Receipt of executed and certified copies of the County Ordinance is pending City's approval of the Plat of Dedication.

Therefore, staff is requesting City Council approval of Resolution No. 20-R-0059 authorizing the transfer of ownership of the Oak Drive right-of-way to DuPage County.

**ACTIONS PROPOSED:**

Approve Resolution No. 20-R-0059 authorizing the Mayor to execute a Plat of Dedication for the transfer of ownership of the Oak Drive right-of-way to DuPage County.

**COMMITTEE RECOMMENDATION:**

The Infrastructure Committee voted 5-0 for approval.



# CITY OF WEST CHICAGO

## INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 20-R-0060 – Contract Award – Kramer Tree Specialists, Inc. for the 2021 thru 2023 Citywide Monthly Brush Collection Program

**AGENDA ITEM NUMBER:** 8.H.**COMMITTEE AGENDA DATE:** November 5, 2020**COUNCIL AGENDA DATE:** November 16, 2020**STAFF REVIEW:** Robert E. Flatter, P.E., Director of Public Works**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** \_\_\_\_\_**ITEM SUMMARY:**

Since 1995, the City annually contracts for its Citywide Brush Collection Program. For seven (7) months, from May thru November, during the first week of each month, residents are allowed to place brush in their parkways and an independent contractor of the City removes and disposes of said brush. Brush is limited to tree trimmings and/or minor storm damage and brush typically expected from a homeowners while working around their yards. It is not the intent of the program, nor the expectation of the City's hired contractor, to take/pick up large volumes of brush from the City's right-of-way that obviously resemble whole tree removals, deposits from other forestry contractors, and/or brush, limbs, logs resulting from major storm damage. Under ideal conditions, the City strives to have all brush removed from the City's rights-of-way within five (5) working days.

In the past, contracts have been awarded as a result of either a public competitive bidding process, by extending existing contracts if prior years pricing was held and satisfactory performance was observed during the previous contract year(s), and in some years the City has waived competitive bids (2009, 2012, and 2018) and awarded multi-year contracts to Kramer Tree Specialists, Inc. Over the past twenty-six (26) years, Kramer Tree Specialists, Inc. of West Chicago has performed brush collection for twenty-one (21) of the twenty-six (26) years.

For Fiscal Years 2008 and 2015 competitive bids were sought and awarded to the contractor determined to be lowest responsible bidder. The Contractors (American Ground Cover, LLC. in 2008, and Arborworks, LLC. in 2015 and 2016) completed all work as specified per the contract documents, however there were numerous calls from residents each month during the program periods concerning the inadequate levels of service provided. In 2016 Arborworks, LLC. hired Kramer Tree Specialists, Inc. as a subcontractor to complete the final year of its contract obligation.

On February 1, 2018, after much discussion during several Infrastructure Committee meetings prior, the Infrastructure Committee voted to waive competitive bids and directed staff to prepare Resolution No. 18-R-0018 authorizing the Mayor to execute a three-year contract with Kramer Tree Specialists, Inc. for Citywide monthly brush collection services in the amount of \$79,975.00 for Fiscal Year 2018, \$87,850.00 for Fiscal Year 2019, and \$96,775.00 for the current Fiscal Year 2020,.

On October 20, 2020, Kramer Tree Specialists, Inc. submitted a proposal to City staff offering to provide services for the City's Citywide Monthly Brush Collections Program for Fiscal Years 2021, 2022, and 2023, at the current 2020 price of \$96,775.00 per year (attached).

Staff recommends waiving competitive bids and approving Resolution No. 20-R-0060 authorizing the Mayor to execute a three-year Contract with Kramer Tree Specialists, Inc. for Citywide monthly brush collection services, in the annual amount of \$96,775.00, for Fiscal Years 2021, 2022, and 2023.

## CITY OF WEST CHICAGO

**ACTIONS PROPOSED:**

Waive competitive bids and approve Resolution No. 20-R-0060 authorizing the Mayor to execute a three-year Contract with Kramer Tree Specialists, Inc. for Citywide monthly brush collection services, in the annual amount of \$96,775.00, for Fiscal Years 2021, 2022, and 2023.

**COMMITTEE RECOMMENDATION:**

The Infrastructure Committee voted 5-0 for approval.



# CITY OF WEST CHICAGO

## INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 20-R-0061 – Contract Award – Acres Group for the 2021 Parkway Tree Planting Program

AGENDA ITEM NUMBER: 8.I.

COMMITTEE AGENDA DATE: November 5, 2020

COUNCIL AGENDA DATE: November 16, 2020

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

**SIGNATURE** 

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

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

**ITEM SUMMARY:**

As bid, the 2021 Tree Planting Program consists of providing and planting 134 parkway trees in various locations within the corporate limits of the City of West Chicago.

On September 23, 2020, the City advertised the 2021 Parkway Tree Planting Program in the Daily Herald and sealed bids were opened on Tuesday, October 27, 2020. There were four known holders and two bids were received with Acres Group of Plainfield, Illinois, submitting the lowest responsible bid of \$40,430.00. The other bidder was Landscape Concepts Management, Inc., of Grayslake, Illinois, with a bid of \$ 59,000.00 (see attached bid tab sheet for additional clarification).

The City of West Chicago has contracted with Acres Group in the past and its performance was satisfactory. References were also recently verified and all indicated good quality trees and excellent work from Acres Group.

Staff recommends that a contract be awarded to Acres Group of Plainfield, Illinois, for services related to the 2021 Parkway Tree Planting Program, for an amount not to exceed \$40,430.00. Services related to the above referenced program will be funded from the Capital Projects Fund (08-34-53-4854) in which adequate funds will be budgeted in fiscal year 2021 to cover said expenditure.

**ACTIONS PROPOSED:**

Approve Resolution No. 20-R-0061 authorizing the Mayor to execute a contract with Acres Group of Wauconda, Illinois, as lowest responsible bidder, to provide services related to the 2021 Parkway Tree Planting Program for an amount not to exceed \$40,430.00.

**COMMITTEE RECOMMENDATION:**

The Infrastructure Committee voted 5-0 for approval.

# CITY OF WEST CHICAGO

## INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 20-R-0062 - Contract Award – Dry Anionic Polymer for Fiscal Year 2021

**AGENDA ITEM NUMBER:** 8. J.**COMMITTEE AGENDA DATE:** November 5, 2020  
**COUNCIL AGENDA DATE:** November 16, 2020**STAFF REVIEW:** Joseph Munder, Water Treatment Plant Superintendent**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** \_\_\_\_\_**ITEM SUMMARY:**

Dry Anionic Polymer is one of the various chemicals used at the City's Water Treatment Plant. Approximately 12,000 pounds of Dry Anionic Polymer are used annually.

A Notice to Bidders was advertised in the Daily Herald on September 9, 2020, and sealed bids were opened on October 14, 2020. Polydyne, Inc. of Riceboro, Georgia, submitted the only bid for a total contract price of \$20,640.00.00 (\$1.72/pound delivered). This bid represents a 1.18% increase in unit pricing over fiscal year 2020. A bid tab showing the results of the bid opening is attached for additional clarification. Polydyne has supplied the Water Treatment Plant with Dry Anionic Polymer since 2010.

Staff recommends that a contract be awarded to Polydyne, Inc. for procurement of Dry Anionic Polymer, at a unit price of \$1.72/pound delivered, for an amount not to exceed \$20,640.00 for Fiscal Year 2021.

Adequate funds will be budgeted in the Water Fund, Water Treatment Plant Operations – Chemicals (06-34-48-4626) to cover this expenditure.

**ACTIONS PROPOSED:**

Approve Resolution No. 20-R-0062 authorizing the Mayor to execute a contract with Polydyne, Inc. of Riceboro, Georgia, for the procurement of Dry Anionic Polymer, at a unit price of \$1.72/pound delivered, for an amount not to exceed \$20,640.00 for Fiscal Year 2021.

**COMMITTEE RECOMMENDATION:**

The Infrastructure Committee voted 5-0 for approval.



# CITY OF WEST CHICAGO

## INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

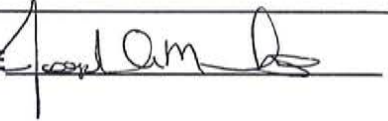
Resolution No. 20-R-0063 - Contract Award - Liquid Carbon Dioxide for Fiscal Year 2021

AGENDA ITEM NUMBER: 8.K.

COMMITTEE AGENDA DATE: November 5, 2020  
COUNCIL AGENDA DATE: November 16, 2020

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

**SIGNATURE**



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

**SIGNATURE**

\_\_\_\_\_

**ITEM SUMMARY:**

Liquid Carbon Dioxide is one of the various chemicals used at the City's Water Treatment Plant. Approximately 300 tons of Liquid Carbon Dioxide are used annually.

A Notice to Bidders was advertised in the Daily Herald on September 9, 2020, and sealed bids were opened on October 14, 2020. MacCARB, Inc. of Elgin, Illinois, submitted the only bid for a total contract price of \$37,500.00 (\$125.00/ton delivered). Said bid is identical to the Fiscal Year 2020 delivered price. A bid tab showing the results of the bid opening is attached for your consideration.

Staff recommends that a contract be awarded to MacCARB, Inc. for procurement of Liquid Carbon Dioxide, at a unit price of \$125.00/ton delivered, for an amount not to exceed \$37,500.00 for Fiscal Year 2021.

Adequate funds will be budgeted in the Water Fund, Water Treatment Plant Operations – Chemicals (06-34-48-4626) to cover this expenditure.

**ACTIONS PROPOSED:**

Approve Resolution No. 20-R-0063 authorizing the Mayor to execute a contract with MacCARB, Inc. of Elgin, Illinois, for the procurement of Liquid Carbon Dioxide, at a unit price of \$125.00/ton delivered, for an amount not to exceed \$37,500.00 for Fiscal Year 2021.

**COMMITTEE RECOMMENDATION:**

The Infrastructure Committee voted 5-0 for approval.

# CITY OF WEST CHICAGO

## INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 20-R-0064 - Contract Award - Rotary Hydrated Lime For Fiscal Year 2021

AGENDA ITEM NUMBER: 8.L.

COMMITTEE AGENDA DATE: November 5, 2020

COUNCIL AGENDA DATE: November 16, 2020

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

**SIGNATURE** 

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

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

**ITEM SUMMARY:**

Rotary Hydrated Lime is one of the various chemicals used at the City's Water Treatment Plant. Approximately 1,900 tons of Rotary Hydrated Lime are used annually.

A Notice to Bidders was advertised in the Daily Herald on September 9, 2020, and sealed bids were opened on October 14, 2020. There were three (3) bids received. The low bidder was Mississippi Lime Company of St. Louis, Missouri, for a total contract price of \$378,100.00 (\$199.00/ton delivered). This represents a 0.76% increase over FY 2020 unit prices. A bid tab showing the results of the bid opening is attached for additional clarification.

Staff recommends that a contract be awarded to Mississippi Lime Company for the procurement of Rotary Hydrated Lime, at a unit price of \$199.00/ton delivered, for an amount not to exceed \$378,100.00 for Fiscal Year 2021. Mississippi Lime Company has been delivering Rotary Hydrated Lime to the City's Water Treatment Plant for the past fifteen years.

Adequate funds will be budgeted in the Water Fund, Water Treatment Plant Operations – Chemicals (06-34-48-4626) to cover this expenditure.

**ACTIONS PROPOSED:**

Approve Resolution No. 20-R-0064 authorizing the Mayor to execute a contract with Mississippi Lime Company of St. Louis, Missouri, for the procurement of Rotary Hydrated Lime, at a unit price of \$199.00/ton delivered, for an amount not to exceed \$378,100.00 for Fiscal Year 2021.

**COMMITTEE RECOMMENDATION:**

The Infrastructure Committee voted 5-0 for approval.



# CITY OF WEST CHICAGO

## INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 20-R-0065 - Contract Award - Liquid Sodium Hypochlorite For Fiscal Year 2021

AGENDA ITEM NUMBER: 8.M.

COMMITTEE AGENDA DATE: November 5, 2020

COUNCIL AGENDA DATE: November 16, 2020

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

**SIGNATURE** 

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

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

**ITEM SUMMARY:**

Liquid Sodium Hypochlorite is one of the various chemicals used at the City's Water Treatment Plant in the treatment of the City's municipal water supply. Approximately 400 Tons of Liquid Sodium Hypochlorite are used annually.

A Notice to Bidders was advertised in the Daily Herald on September 9, 2020, and sealed bids were opened on October 14, 2020. There were three (3) bids received. The low bidder was Olin Chlor-Alkali Products & Vinyls of Downers Grove, Illinois for a total contract price of \$54,964.00 (\$137.41/ton delivered). This represents a 1.59% decrease from Fiscal Year 2020 unit prices. A bid tab showing the results of the bid opening is attached for additional clarification.

Staff recommends that a contract be awarded to Olin Chlor-Alkali Products & Vinyls for procurement of Liquid Sodium Hypochlorite \$ 54,964.00 for Fiscal Year 2021. Olin Chlor-Alkali Company previously supplied Sodium Hypochlorite to the City in 2017.

Adequate funds will be budgeted in the Water Fund, Water Treatment Plant Operations – Chemicals (06-34-48-4626) to cover this expenditure.

**ACTIONS PROPOSED:**

Approve Resolution No. 20-R-0065 authorizing the Mayor to execute a contract with Olin Chlor-Alkali Products & Vinyls of Downers Grove, Illinois, for the procurement of Liquid Sodium Hypochlorite, at a unit price of \$137.41/ton delivered, for an amount not to exceed \$54,964.00 for Fiscal Year 2021.

**COMMITTEE RECOMMENDATION:**

The Infrastructure Committee voted 5-0 for approval.



# CITY OF WEST CHICAGO

## INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 20-R-0066 - Contract Award – 2021  
Janitorial Services for Municipal Buildings

**AGENDA ITEM NUMBER:** 8.N.**COMMITTEE AGENDA DATE:** November 5, 2020  
**COUNCIL AGENDA DATE:** November 16, 2020**STAFF REVIEW:** Robert E. Flatter, P.E., Director of Public Works**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** \_\_\_\_\_**ITEM SUMMARY:**

Professional janitorial services are contracted for eight City-owned and maintained facilities: City Hall, Police Station, Water Treatment Plant, METRA Station, Museum, Street Division's Grandlake Boulevard Facility, Fleet Maintenance Division's Blakeley Street Facility, and Facilities Management Division's Church Street Facility. Professional janitorial services for Fiscal Year 2021 were sought via the competitive bidding process. The process included the development of detailed cleaning responsibilities and frequencies for each facility, preparation of bid specifications, hosting of a pre-bid meeting, verification of references, and awarding of a one-year contract to a company determined to be lowest responsible bidder. The bid document also includes a provision for up to two (2) contract extensions if pricing were held for each subsequent fiscal year, if the City is satisfied with services provided, and if approved by City Council.

The request for bids was advertised in the Daily Herald on September 9, 2020, and bids were opened on October 14, 2020. The City received five bids with Atalian US Midwest, LLC of St. Louis, Missouri, submitting the lowest responsible bid proposal of \$67,181.00. The second lowest bid proposal received was from Eco Clean Maintenance, Inc. of Elmhurst, Illinois, in the amount of \$68,230.00 (see attached bid tabulation sheets for additional clarification). The City also received a "No Bid" letter from Buck Services of West Chicago, Illinois.

Staff has not worked with Atalian US Midwest, LLC in the past; however, staff checked references and received positive feedback. City staff will conduct background checks on all of Atalian's employees scheduled to work within any City building.

It is staff's recommendation that a contract be awarded to Atalian US Midwest, LLC of St. Louis, Missouri, for professional janitorial services during Fiscal Year 2021 of eight City-owned and maintained facilities, in an amount not to exceed \$67,181.00. However, it should be noted that Atalian's Legal Counsel has requested that the City delete certain contract language related to our ability to impose liquidated damages and its assumption of liability. We have rejected Atalian's initial request and its Legal Counsel is working on an amendment to our standard language. If the City and Atalian cannot reach an agreement, such may prevent said contract from being presented to City Council for approval on November 16, 2020 and may result in the next lowest bidder being used.

Janitorial services are budgeted and paid from various funds, depending on location for services. Adequate funds will be budgeted in the Commuter Parking Fund, the General Fund, and the Water Fund to cover the Fiscal Year 2021 expenditures. The City paid \$67,234.00 for janitorial services in Fiscal Years 2019 and 2020.

**ACTIONS PROPOSED:**

Approve Resolution No. 20-R-0066 authorizing the Mayor to execute a one-year contract with Atalian US Midwest, LLC of St. Louis, Missouri, for professional janitorial services during Fiscal Year 2021 of eight City-owned and maintained facilities, in an amount not to exceed \$67,181.00.

## CITY OF WEST CHICAGO

**COMMITTEE RECOMMENDATION:**

The Infrastructure Committee voted 5-0 for approval.



# CITY OF WEST CHICAGO

## INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 20-R-0067 - IDOT Construction Engineering Services Agreement for Federal Participation for the Prince Crossing Road Local Agency Functional Overlay Project – Thomas Engineering Group, LLC

**AGENDA ITEM NUMBER:** 8.0.**COMMITTEE AGENDA DATE:** November 5, 2020  
**COUNCIL AGENDA DATE:** November 16, 2020**STAFF REVIEW:** Robert E. Flatter, P.E., Director of Public Works**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** \_\_\_\_\_**ITEM SUMMARY:**

The Prince Crossing Road Local Agency Functional Overlay (LAFO) Project mainly consists of the resurfacing of Prince Crossing Road between Geneva Road (DuPage County Highway 21) and North Avenue (Illinois Route 64). With final design plans and specifications completed and approved by IDOT, the project has been programmed for IDOT's letting of Friday, January 15, 2021. Pending contract award by IDOT, construction is anticipated to commence in May 2021.

Seventy percent (70%) of construction costs and construction engineering oversight services are to be funded through the Surface Transportation Program (STP) grant, which is Federal funding administered by the Illinois Department of Transportation (IDOT). Therefore, IDOT forms and contracts must be utilized and IDOT procedures must be strictly observed and followed.

IDOT has approved Thomas Engineering Group, LLC to provide Phase III construction engineering oversight services for said project for an amount not to exceed \$48,927.00. IDOT's participation share of the project is anticipated to be \$34,249.00 (maximum of 70% of construction engineering oversight costs), and the balance of \$14,678.00 will be City's responsibility. All project costs will be funded from the Capital Projects Fund (08-34-53-4807) in which adequate funds will be budgeted within the street improvements program to cover Thomas Engineering Group's services in Fiscal Year 2021. Once expenditures are incurred, the City will seek reimbursement from IDOT.

**ACTIONS PROPOSED:**

Approve Resolution No. 20-R-0067 authorizing the Mayor to execute an IDOT Construction Engineering Services Agreement For Federal Participation between Thomas Engineering Group, LLC and the City of West Chicago, for STP grant funding not to exceed \$48,927.00, for Phase III Construction Engineering Services for the Prince Crossing Road LAFO Project.

**COMMITTEE RECOMMENDATION:**

The Infrastructure Committee voted 5-0 for approval.



# CITY OF WEST CHICAGO

## CITY COUNCIL AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 20-R-0073 – Intergovernmental Agreement with the West Chicago Fire Protection District – 2015 Smith Road

Resolution No. 20-R-0070 – Authorizing the Sale of 308 Stimmel Street

Resolution No. 20-R-0071 – Authorizing the Sale of 2015 Smith Road

Resolution No. 20-R-0072 – Authorizing the Sale of Vacant Land at Ann/Factory Streets

**AGENDA ITEM NUMBER:** 8.P-S.

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

**COMMITTEE AGENDA DATE: N/A**  
**COUNCIL AGENDA DATE: 11/16/2020**

**STAFF REVIEW:**

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

**APPROVED BY CITY ADMINISTRATOR:**

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

**ITEM SUMMARY:**

In August 2018, the City Council authorized staff to sell nine parcels of land after declaring them surplus. The last three buildable lots have interested purchasers, all for or higher than the appraised values.

2015 Smith Road is a parcel that should have been owned by the West Chicago Fire Protection District, as it was to be granted to it as the land donation requirement for the Cornerstone Lakes Subdivision. Via a recording error, it remained the City's since 2001, and the City has been maintaining it since then. It would be appropriate for the Fire District to get the proceeds from this sale, less all costs incurred by the City since it's been in our possession (about \$15,000). The IGA attached accomplishes this.

**STAFF RECOMMENDATION:**

Staff recommends approval of Resolution Nos. 20-R-0073, 20-R-0070, 20-R-0071 and 20-R-0072.

**COMMITTEE RECOMMENDATION:**

The property sales did not go to Committee as the terms of the Purchase and Sales Agreements are consistent with the direction previously given by the City Council.

**RESOLUTION NO. 20--0073**

**A RESOLUTION AUTHORIZING THE EXECUTION OF  
AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF WEST CHICAGO  
AND THE WEST CHICAGO FIRE PROTECTION DISTRICT  
REGARDING THE SALE OF 215 SMITH ROAD, WEST CHICAGO, IL**

**WHEREAS**, the City of West Chicago (“City”) is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

**WHEREAS**, the West Chicago Fire Protection District (“District”) is a body politic and corporate, organized and existing pursuant to the Illinois Fire Protection District Act, 70 ILCS 705/1 *et seq.*, and

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

**WHEREAS**, the City and the District are “units of local government” as defined in Article VII, Section 1 of the Illinois Constitution of 1970, and, therefore, pursuant to Section 10 of Article VII, have the power to contract among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and

**WHEREAS**, the City and the District have determined it to be in the best interests of both units of local government to enter into an Intergovernmental Agreement providing for the sale of real property commonly known as 215 Smith Road in the City of West Chicago; and

**WHEREAS**, the City and the District have memorialized their agreement and respective responsibilities and obligations in an Intergovernmental Agreement, attached hereto and incorporated herein by reference as Exhibit “A.”

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST CHICAGO, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1.** The recitals set above are incorporated herein and made a part hereof.

**SECTION 2.** The Mayor is hereby authorized and directed to execute on behalf of the City of West Chicago, and the Clerk is hereby authorized to attest thereto, the Intergovernmental Agreement attached hereto and incorporated herein by reference as Exhibit “A.”



**SECTION 3.** The City Administrator, staff and Attorney for the City of West Chicago are hereby authorized to take such action as may be necessary to carry out the terms of said Intergovernmental Agreement.

**SECTION 4.** The Clerk is hereby directed to transmit a certified copy of this Resolution and one copy of the executed Intergovernmental Agreement to the West Chicago Fire Protection District, c/o Fire Chief, West Chicago Fire Protection District, 200 Fremont Street, West Chicago, IL 60185.

**SECTION 5.** This Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED this 16<sup>th</sup> day of November, 2020.

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

APPROVED this 16<sup>th</sup> day of November, 2020.

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

ATTEST:

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



**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF WEST CHICAGO  
AND WEST CHICAGO FIRE PROTECTION DISTRICT  
CONCERNING SALE OF 215 SMITH ROAD, WEST CHICAGO, ILLINOIS**

THIS INTERGOVERNMENTAL AGREEMENT, made this \_\_\_ day of \_\_\_\_\_, 2020, between the CITY OF WEST CHICAGO, a body corporate and politic, (hereinafter referred to as “City”) and the WEST CHICAGO FIRE PROTECTION DISTRICT, a body corporate and politic (“District”) (collectively referred to as the “Parties”),

**W I T N E S S E T H:**

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 220/1, *et seq.*, authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities and further authorize units of local government to contract and otherwise associate with individuals, associations and corporations in any manner not prohibited by any law or by ordinance; and

WHEREAS, the City and the District are units of local government as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*; and

WHEREAS, several years ago, property within the City, commonly known as the Town & Country Homes First Addition to West Chicago, was subdivided; and

WHEREAS, as part of the subdivision and development of the Town & Country Homes property, title to a lot identified as Outlot H, PIN 01-20-302-003 (“Property”) was to be vested in the District; and

WHEREAS, in error, title to the Property was vested in the City; and

WHEREAS, since the date of the transfer of title to the Property to the City, the District has had no use for the Property; and

WHEREAS, accordingly, rather than cure the error in the tender of title, with the agreement of the District, the City has held title to the Property since it vested in the City; and

WHEREAS, in recognition of the District's determination that it has no use for the Property, the District and the City determined it would be in the best interest of the District to allow the City to determine the Property to be surplus and to authorize the sale of the Property consistent with the provisions of Illinois law; and

WHEREAS, pursuant to Resolution No. 2018-R-0069, the Corporate Authorities of the City determined that it is no longer necessary, appropriate, or in the best interest of the City that it retain title to the Property; and

WHEREAS, pursuant to the Illinois Municipal Code, 65 ILCS 5/11-76-4.1, the City authorized the sale of the surplus Property, and directed the City Administrator to publish notice of the proposed sale based upon a written certified appraisal for the Real Property; and

WHEREAS, the City Administrator did so advertise the Property for sale, and through the assistance of a licensed real estate broker, has recently received an offer to purchase the Property; and

WHEREAS, the offered purchase price is at the sale price the City hoped to achieve, and it is determined to be a fair and reasonable offer price given the current market conditions; and

WHEREAS, the City and the District being in agreement that the Property shall be sold, as such determination is in keeping with the goals of both units of local government to efficiently and economically serve the residents of their respective units of government, the Parties hereto agree that the sale is to be consummated under the terms set forth herein.



NOW, THEREFORE, pursuant to their powers of intergovernmental cooperation and in consideration of the foregoing premises and the mutual promises, agreements, covenants, and grants hereinafter made, IT IS MUTUALLY AGREED between the City and the District, as follows:

**Section 1.** Incorporation of Recitals. The foregoing recitals are incorporated herein by reference as if fully set forth.

**Section 2.** Sale of the Property. The City shall take all steps necessary to sell the Property for the amount of \$65,000.00 plus or minus necessary prorations on terms and conditions it deems in the best interests of the City and the District, and thereafter, to provide to the District the proceeds from the sale of the Property, subject to the terms of Section 3.

**Section 3.** City Costs. In recognition of City's assumption of the duties to sell the Property, the District agrees that, prior to tender of the sale proceeds to the District, the City shall deduct from the proceeds of the sale all costs and fees it incurred to relative to the Property, including, but not limited to: appraisal of the property, wetland/floodplain delineation, property maintenance during City ownership, advertisement for sale, broker fees, title costs and fees, survey cost (if any), inspection fees (if any) and legal fees. For purposes of its reimbursement, the City shall tender to the District an itemization of all costs and fees intended to be deducted from the sale proceeds within three (3) business days of the sale of the Property, and upon written agreement thereto from the District, the City shall transfer the remaining proceeds to the District in a manner satisfactory to the Parties.

**Section 4.** Duties of the Parties. Should the Buyer decline to proceed with the acquisition, the duties of the Parties under this Agreement shall continue and be fully performed through any subsequent sale.



**Section 5. Miscellaneous.**

- A. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to this matter and supersedes all prior understandings and agreements.
- B. Notice. All notice shall be in writing. If to West Chicago, the notice shall be addressed to the City of West Chicago, 475 Main Street, West Chicago, Illinois 60185, Attention: City Administrator, and if to the Fire Protection District, to the West Chicago Fire Protection District, 200 Fremont, West Chicago, Illinois 60185, Attention: Fire Chief.
- C. Amendment. This Agreement may be amended at any time, provided such amendment is in writing and approved by the corporate authorities of both Parties.
- D. This Agreement may be executed in counterparts with each counterpart to be deemed an original, and all counterparts together shall be deemed one document.

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

THIS AGREEMENT is executed on behalf of the West Chicago Fire Protection District by the \_\_\_\_\_ and Secretary of its Board of Trustees, pursuant to authority granted at a meeting of said Board held on the \_\_\_\_ day of \_\_\_\_\_, 2020, and on behalf of the City of West Chicago by its Mayor and City Clerk, pursuant to authority granted at a meeting of the City Council of West Chicago held on the \_\_ day of \_\_\_\_\_, 2020.

**CITY OF WEST CHICAGO**

ATTEST:

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

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

**WEST CHICAGO FIRE  
PROTECTION DISTRICT**

ATTEST:

\_\_\_\_\_  
President, Board of Trustees

\_\_\_\_\_  
Secretary, Board of Trustees

**RESOLUTION NO. 20-R-0070**

**A RESOLUTION OF THE CITY OF WEST CHICAGO, DUPAGE COUNTY, ILLINOIS  
AUTHORIZING THE SALE OF SURPLUS MUNICIPALLY OWNED REAL ESTATE  
308 WEST STIMMEL STREET, LOT 1, WEST CHICAGO, ILLINOIS**

WHEREAS, the City of West Chicago (“City”) is the owner of a certain vacant real property identified by the common address of 308 W. Stimmel Street, Lot 1, in the City of West Chicago, Illinois, designated by the Permanent Index Number 04-09-417-006 (“Real Property”); and

WHEREAS, pursuant to Resolution No. 2018-R-0069, the Corporate Authorities of the City determined that it is no longer necessary, appropriate, or in the best interest of the City of West Chicago that it retain title to the Real Property; and

WHEREAS, pursuant to the Illinois Municipal Code, 65 ILCS 5/11-76-4.1, the Corporate Authorities authorized the sale of the surplus Real Property, and directed the City Administrator to publish notice of the proposed sale based upon a written certified appraisal for the Real Property; and

WHEREAS, the City Administrator did so advertise the Real Property for sale, and through the assistance of a licensed real estate broker, has recently received an offer to purchase the Real Property from Antonio and Maria Lopez, 316 W. Stimmel Street, West Chicago, Illinois; and

WHEREAS, the offered purchase price of Thirteen Thousand, Five Hundred and 00/100 Dollars (\$13,500.00) exceeds the minimum sale price the Corporate Authorities hoped to achieve, and it is determined to be a fair and reasonable offer price given the current market conditions, and staff recommends that it be accepted so that the Real Property can be returned to the tax rolls as a privately held parcel.

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

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

Section 2. That the Real Property designated herein be conveyed, pursuant to proper Quit Claim Deed to Antonio and Maria Lopez, for the amount of Thirteen Thousand, Five Hundred and 00/100 Dollars (\$13,500.00), pursuant to the terms of the Purchase and Sale Agreement attached hereto and incorporated herein as Exhibit A.

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

Section 4. That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.



SECTION 5: This Resolution shall be in full force and effect from and after its adoption, approval, and publication in pamphlet form as provided by law.

PASSED this 16th day of November, 2020.

APPROVED as to form:

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

APPROVED this 16th day of November, 2020.

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

ATTEST:

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

PUBLISHED: \_\_\_\_\_, 2020

**PURCHASE AND SALE AGREEMENT**  
**308 W. Stimmel Street, Lot 1**  
**West Chicago, Illinois**

THIS AGREEMENT is entered into this \_\_\_ day of November, 2020, by and between the City of West Chicago, an Illinois Municipal Corporation (“Seller”) and Antonio and Maria Lopez (collectively, “Buyer”).

RECITALS:

- A. Seller is the owner of a certain parcel of vacant land (“Property”), bearing the common address 308 W. Stimmel Street, Lot 1, West Chicago, Illinois designated by P.I.N. 04-09-417-006.
- B. Seller has duly adopted a Resolution declaring the Property surplus, and has directed its sale in accordance with the Illinois Municipal Code, 65 ILCS 5/11-76-4.1.
- C. Buyer submitted its offer to acquire the Property from Seller, which Seller has accepted on the terms stated herein.

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

**ARTICLE I**  
**PURCHASE AND SALE**

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

1.02. Purchase Price. The purchase price (“Purchase Price”) for the Property is \$13,500.00. Buyer will deposit \$150.00 in earnest money with the Seller’s Broker which shall be a credit toward the Purchase Price. If this Agreement is declared null and void, or terminated by mutual agreement of the Parties, Earnest Money shall be disbursed to Buyer. If the Agreement is terminated by the sole decision of the Buyer, the Earnest Money shall be forfeited to the City.

1.03. Payment Terms. This is a cash sale. The sale of the Property is not contingent upon any financing. The Purchase Price will be payable at Closing (as hereinafter defined), plus or minus prorations provided for under this Agreement, and less other credits to which Buyer is entitled under the terms of this Agreement, in U.S. funds, by cashier's check or wire transfer of immediately available funds.

**ARTICLE II  
ATTORNEY REVIEW**

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

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

**ARTICLE III  
PRE-CLOSING MATTERS**

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

3.02. **Survey.** The Property being vacant, Seller shall not provide a survey for the Property. Should Buyer require a survey, it shall be at Buyer's cost.

3.03. **Title Defects.** If either the Title Commitment or any Survey conducted at the request of the Buyer disclose any encroachment or violation or any exceptions to title or other than an exception described in Section 3.01 of this Agreement (an "Unpermitted Exception"), Seller shall have ten (10) days from the date of delivery thereof to have the Title Company issue its endorsement insuring against damage caused by such encroachments, violations or Unpermitted Exceptions, and provide evidence thereof to Buyer. If Seller fails to have the same insured against within said 10-day period, Buyer may elect, on or before the Closing, to terminate this Agreement or accept the Property subject to such encroachments, violations and Unpermitted Exceptions.



**ARTICLE IV  
APPORTIONMENT OF COSTS**

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

4.02. Title; Recording Costs. Buyer and Seller shall be responsible for their usual and customary costs of securing the title commitment and transfer of title to the Property.

**ARTICLE V  
CLOSING**

5.01. Closing Date and Location. Seller and Buyer will use their best efforts to close this transaction on or before November 30, 2020 (the "Closing Date"), subject, however, to satisfaction of the conditions set forth in this Agreement, at the offices of the Title Company, or at such other time as is mutually acceptable to Seller and Buyer. In this Agreement, the term "Closing" refers to Seller's conveyance of title to the Property to Buyer.

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

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

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

- (a) Executed ALTA Statement.
- (b) Such other documents as reasonably may be required to consummate the transaction contemplated by this Agreement.

**ARTICLE VI  
REPRESENTATIONS AND WARRANTIES**

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

(a) Seller is a municipal corporation, duly organized, validly existing and in good standing under the laws of the State of Illinois, with full power and authority to enter into and carry out terms and provisions of this Agreement. The execution and performance of this Agreement and the terms and provisions hereof by Seller are not inconsistent with, and do not result in the breach of any terms of any agreement or instrument to which Seller is a party or by which Seller may be bound.

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

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

**ARTICLE VII  
POSSESSION**

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

**ARTICLE VIII  
BROKERS**

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

**ARTICLE IX  
MISCELLANEOUS**

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

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

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

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

If to Buyer: Antonio and Maria Lopez  
316 W. Stimmel Street  
West Chicago, IL 60185

With copy to: Mayra Pagan  
Mayra@mpplawyer.com

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

9.03. Amendment. This Agreement cannot be amended or terminated except by written



instrument signed by all the parties hereto.

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

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

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

9.07. Assignment. Buyer may not assign this Agreement, or any of Buyer's obligations hereunder without first obtaining Seller's written consent, which Seller may withhold in its absolute discretion.

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

9.09. Prior Agreements. This Agreement (including the exhibits attached hereto) is the entire agreement between Seller and Buyer and supersedes in its entirety all prior agreements and understandings relating to the Property.

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

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

SELLER:

CITY OF WEST CHICAGO

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

BUYER:

ANTONIO LOPEZ

\_\_\_\_\_

MARIA LOPEZ

\_\_\_\_\_

**RESOLUTION NO. 20-R-0071**

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

WHEREAS, the City of West Chicago (“City”) is the owner of a certain vacant real property identified by the common address of 215 Smith Road, in the City of West Chicago, Illinois, designated by the Permanent Index Number 01-20-302-003 (“Real Property”); and

WHEREAS, title to the Real Property vested in the City in error, it having been designated on subdivision for vesting in the West Chicago Fire Protection District (“District”); and

WHEREAS, pursuant to Resolution No. 2018-R-0069, the Corporate Authorities of the City determined that it is no longer necessary, appropriate, or in the best interest of the City of West Chicago that it retain title to the Real Property; and

WHEREAS, the District has informed the City that it is not in the best interests of the District to have ownership of the Real Property and it is not necessary or appropriate for the District to own it; and

WHEREAS, the District and the City have determined that it is in the best interests of both entities to sell the Real Property; and

WHEREAS, pursuant to the Illinois Municipal Code, 65 ILCS 5/11-76-4.1, the Corporate Authorities of the City authorized the sale of the surplus Real Property, and directed the City Administrator to publish notice of the proposed sale based upon a written certified appraisal for the Real Property; and

WHEREAS, the City Administrator did so advertise the Real Property for sale, and through the assistance of a licensed real estate broker, has recently received an offer to purchase the Real Property from Fatmir Dzabir, 7250 S. Washington Street, Braidwood, IL 60408; and

WHEREAS, the offered purchase price of Sixty-Five Thousand and 00/100 Dollars (\$65,000.00) is the sale price the Corporate Authorities authorized as the minimum sale price for the Real Property, and it is determined to be a fair and reasonable offer price given the current market conditions, and staff recommends that it be accepted so that the Real Property can be returned to the tax rolls as a privately held parcel.

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

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



Section 2. That the Real Property designated herein be conveyed, pursuant to proper Quit Claim Deed to Fatmir Dzabiri for the amount of Sixty-Five Thousand and 00/100 Dollars (\$65,000.00), pursuant to the terms of the Purchase and Sale Agreement attached hereto and incorporated herein as Exhibit A.

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

Section 4. That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

SECTION 5: This Resolution shall be in full force and effect from and after its adoption, approval, and publication in pamphlet form as provided by law.

PASSED this 16th day of November, 2020.

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

APPROVED this 16th day of November, 2020.

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

ATTEST:

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

PUBLISHED: \_\_\_\_\_, 2020

**PURCHASE AND SALE AGREEMENT**

**215 Smith Road  
West Chicago, Illinois**

THIS AGREEMENT is entered into this \_\_\_\_ day of November, 2020, by and between the City of West Chicago, an Illinois Municipal Corporation (“Seller”) and Fatmir Dzabiri (“Buyer”).

RECITALS:

- A. Seller is the owner of a certain parcel of vacant land (“Property”), bearing the common address 215 Smith Road, West Chicago, Illinois designated by P.I.N. 01-20-302-003.
- B. Seller has duly adopted a Resolution declaring the Property surplus, and has directed its sale in accordance with the Illinois Municipal Code, 65 ILCS 5/11-76-4.1.
- C. Buyer submitted its offer to acquire the Property from Seller, which Seller has accepted on the terms stated herein.

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

**ARTICLE I  
PURCHASE AND SALE**

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

(a) **Soil Test/Flood Plain Condition:** This Agreement is subject to Buyer obtaining within ten (10) Business Days from date of acceptance a soil boring test and/or Flood Plain Determination at a site or sites of Buyer’s choice on the Property to obtain the necessary permits from the appropriate governmental authorities for the improvement contemplated by the Buyer. Such determination and tests shall be at Buyer’s expense. In the event Flood Plain Determination and such tests are unsatisfactory, at the option of Buyer and upon written notice to Seller within one (1) Business day of the time set forth above, this Agreement shall be null and void and earnest money shall be refunded to the Buyer upon mutual written direction of Seller and Buyer. In the event Buyer does not provide written notice to Seller in the time specified herein, or if the Buyer fails to secure the Test or Determination within the time allowed herein, and said failure is the fault of the Buyer, this condition shall be deemed waived.



1.02. Purchase Price. The purchase price (“Purchase Price”) for the Property is \$65,000.00. Buyer will deposit \$5,000.00 in earnest money with the Seller’s Broker which shall be a credit toward the Purchase Price. If this Agreement is declared null and void, or terminated by mutual agreement of the Parties, Earnest Money shall be disbursed to Buyer. If the Agreement is terminated by the sole decision of the Buyer, the Earnest Money shall be forfeited to the City.

1.03. Payment Terms. This is a cash sale. The sale of the Property is not contingent upon any financing. The Purchase Price will be payable at Closing (as hereinafter defined), plus or minus prorations provided for under this Agreement, and less other credits to which Buyer is entitled under the terms of this Agreement, in U.S. funds, by cashier's check or wire transfer of immediately available funds.

## **ARTICLE II ATTORNEY REVIEW**

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

(a) Approve this Agreement;

(b) Disapprove this Agreement, which disapproval shall not be based solely upon the Purchase Price; or

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

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

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

3.02. Survey. The Property being vacant, Seller shall not provide a survey for the Property. Should Buyer require a survey, it shall be at Buyer’s cost.



3.03. Title Defects. If either the Title Commitment or any Survey conducted at the request of the Buyer disclose any encroachment or violation or any exceptions to title or other than an exception described in Section 3.01 of this Agreement (an “Unpermitted Exception”), Seller shall have ten (10) days from the date of delivery thereof to have the Title Company issue its endorsement insuring against damage caused by such encroachments, violations or Unpermitted Exceptions, and provide evidence thereof to Buyer. If Seller fails to have the same insured against within said 10-day period, Buyer may elect, on or before the Closing, to terminate this Agreement or accept the Property subject to such encroachments, violations and Unpermitted Exceptions.

#### **ARTICLE IV APPORTIONMENT OF COSTS**

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

4.02. Title; Recording Costs. Buyer and Seller shall be responsible for their usual and customary costs of securing the title commitment and transfer of title to the Property.

#### **ARTICLE V CLOSING**

5.01. Closing Date and Location. Seller and Buyer will use their best efforts to close this transaction on or before November 30, 2020 (the “Closing Date”), subject, however, to satisfaction of the conditions set forth in this Agreement, at the offices of the Title Company, or at such other time as is mutually acceptable to Seller and Buyer. In this Agreement, the term “Closing” refers to Seller's conveyance of title to the Property to Buyer.

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

- (a) A certified copy of the Seller’s Resolution authorizing the sale of the Property.
- (b) A recordable Quit Claim deed, in a form reasonably acceptable to Buyer's counsel and the Title Company, conveying good and marketable title to Buyer in fee simple, free and clear of all liens and encumbrances, except the Permitted Exceptions.
- (c) An ALTA Owner's Title Insurance Policy (“Title Policy”) issued by the Title Company in the form customarily used by the Title Company for property similar to the Property, in the amount of the Purchase Price, insuring that Buyer or Buyer's assignee has marketable, good, insurable and indefeasible fee simple title to the Property, subject only to the general exceptions of the Policy, the Permitted Exceptions, and any other exceptions Buyer has elected to accept.

- (d) Executed ALTA Statement.
- (e) Executed real estate transfer tax declarations.
- (f) Such other documents as reasonably may be required to consummate the transaction contemplated by this Agreement.

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

- (a) Executed ALTA Statement.
- (b) Such other documents as reasonably may be required to consummate the transaction contemplated by this Agreement.

## **ARTICLE VI REPRESENTATIONS AND WARRANTIES**

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

- (a) Seller is a municipal corporation, duly organized, validly existing and in good standing under the laws of the State of Illinois, with full power and authority to enter into and carry out terms and provisions of this Agreement. The execution and performance of this Agreement and the terms and provisions hereof by Seller are not inconsistent with, and do not result in the breach of any terms of any agreement or instrument to which Seller is a party or by which Seller may be bound.
- (b) There is not an unconfirmed pending special assessment affecting the Property by any association or governmental entity payable by Buyer after the date of Closing.
- (c) The Property is not located within a special assessment area or special service area.
- (d) The Property is zoned R3 Residential.

## **ARTICLE VII POSSESSION**

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



**ARTICLE VIII  
BROKERS**

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

**ARTICLE IX  
MISCELLANEOUS**

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

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

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

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

If to Buyer: Fatmir Dzabiri  
250 S. Washington Street  
Braidwood, IL 60408

With copy to:

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

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



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

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

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

9.07. Assignment. Buyer may not assign this Agreement, or any of Buyer's obligations hereunder without first obtaining Seller's written consent, which Seller may withhold in its absolute discretion.

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

9.09. Prior Agreements. This Agreement (including the exhibits attached hereto) is the entire agreement between Seller and Buyer and supersedes in its entirety all prior agreements and understandings relating to the Property.

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

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

SELLER:

CITY OF WEST CHICAGO

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

BUYER:

FATMIR DZABIRI

\_\_\_\_\_

**RESOLUTION NO. 20-R-0072**

**A RESOLUTION OF THE CITY OF WEST CHICAGO, DUPAGE COUNTY, ILLINOIS  
AUTHORIZING THE SALE OF SURPLUS MUNICIPALLY OWNED REAL ESTATE,  
TWO VACANT LOTS ON ANN STREET, WEST CHICAGO, ILLINOIS**

WHEREAS, the City of West Chicago is the owner of a two parcels of vacant real property on Ann Street in the City of West Chicago, Illinois, designated by the Permanent Index Numbers 04-09-424-001 and -002 (hereinafter referred to as the “Real Property”); and

WHEREAS, pursuant to Resolution No. 2018-R-0069, the Corporate Authorities of the City determined that it is no longer necessary, appropriate, or in the best interest of the City of West Chicago that it retain title to the Real Property; and

WHEREAS, pursuant to the Illinois Municipal Code, 65 ILCS 5/11-76-4.1, the Corporate Authorities authorized the sale of the surplus Real Property, and directed the City Administrator to publish notice of the proposed sale based upon a written certified appraisal for the Real Property; and

WHEREAS, the City Administrator did so advertise the Real Property for sale, and recently received an offer to purchase the Real Property from Kathleen Brown; and

WHEREAS, the offered purchase price is fair and reasonable offer price given the current market conditions, and staff recommends that it be accepted so that the Real Property can be returned to the tax rolls as privately held property; and

WHEREAS, the Corporate Authorities have reviewed and hereby authorize the execution of the Purchase and Sale Agreement attached hereto and incorporated herein as Exhibit A for purposes of the sale of the Real Property identified herein.

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

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

Section 2. That the Real Property designated herein be conveyed, pursuant to proper Quit Claim to Kathleen Brown, for the amount of Twenty-six Thousand and 00/100 Dollars (\$26,000.00), pursuant to the terms of the Purchase and Sale Agreement attached hereto and incorporated herein as Exhibit A.

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



Section 4. That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

SECTION 5: This Resolution shall be in full force and effect from and after its adoption, approval, and publication in pamphlet form as provided by law.

PASSED this 16<sup>th</sup> day of November, 2020.

Alderman J. Beifuss	_____	Alderman L. Chassee	_____
Alderman J. Sheahan	_____	Alderman H. Brown	_____
Alderman A. Hallett	_____	Alderman M. Ferguson	_____
Alderman M. Birch-Ferguson	_____	Alderman S. Dimas	_____
Alderman C. Swiatek	_____	Alderman M. Garling	_____
Alderman R. Stout	_____	Alderman J. Short	_____
Alderman N. Ligino-Kubinski	_____	Alderman J. Jakabcsin	_____

APPROVED as to form:

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

APPROVED this 16<sup>th</sup> day of November, 2020.

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

ATTEST:

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

PUBLISHED: November 17, 2020

**PURCHASE AND SALE AGREEMENT**  
**TWO VACANT LOTS ON ANN STREET, EAST OF FACTORY STREET**  
**WEST CHICAGO, ILLINOIS**

THIS AGREEMENT is entered into this \_\_\_th day of \_\_\_\_\_, 2020, by and between the City of West Chicago, an Illinois Municipal Corporation (“Seller”) and Kathleen Brown (“Buyer”).

RECITALS:

- A. Seller is the owner of two parcels of vacant land, .25 acres in size, located on Ann Street, east of Factory Street in the City of West Chicago, Illinois, designated by P.I.N.s 04-09-424-001 and -002 (“Property”).
- B. Seller has duly adopted a Resolution declaring the Property surplus, and has directed its sale in accordance with the Illinois Municipal Code, 65 ILCS 5/11-76-4.1.
- C. Buyer submitted its offer to acquire the Property from Seller, which Seller has accepted on the terms stated herein.

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

**ARTICLE I**  
**PURCHASE AND SALE**

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

1.02. Purchase Price. The purchase price (“Purchase Price”) for the Property is \$26,000.00.

1.03. Payment Terms. This is a cash sale. The sale of the Property is not contingent upon any financing. The Purchase Price will be payable at Closing (as hereinafter defined), plus or minus prorations provided for under this Agreement, and less other credits to which Buyer is entitled under the terms of this Agreement, in U.S. funds, by cashier's check or wire transfer of immediately available funds.



**ARTICLE II  
ATTORNEY REVIEW**

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

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

**ARTICLE III  
PRE-CLOSING MATTERS**

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

3.02. **Survey.** Buyer shall provide a survey of the Property, showing both parcels on one Plat of Survey. The Survey shall show no encroachments onto the Property from any adjacent property, no encroachments by or from the Property onto any adjacent property and no violation of or encroachments upon any recorded building lines, restrictions or easements affecting the Property.

3.03. **Title Defects.** If either the Title Commitment or the Survey disclose any encroachment or violation or any exceptions to title or other than an exception described in Section 3.01 of this Agreement (an "Unpermitted Exception"), Seller shall have ten (10) days from the date of delivery thereof to have the Title Company issue its endorsement insuring against damage caused by such encroachments, violations or Unpermitted Exceptions, and provide evidence thereof to Buyer. If Seller fails to have the same insured against within said 10-day period, Buyer may elect, on or before the Closing, to terminate this Agreement or accept the Property subject to such encroachments, violations and Unpermitted Exceptions.



**ARTICLE IV  
APPORTIONMENT OF COSTS**

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

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

**ARTICLE V  
CLOSING**

5.01. Closing Date and Location. Seller and Buyer will use their best efforts to close this transaction on or before November 30, 2020 (the "Closing Date"), subject, however, to satisfaction of the conditions set forth in this Agreement, at the offices of the Title Company, or at such other time as is mutually acceptable to Seller and Buyer. In this Agreement, the term "Closing" refers to Seller's conveyance of title to the Property to Buyer.

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

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

- 5.03. Buyer's Closing Documents. At Closing, in addition to the Purchase Price, Buyer will deposit with the Seller, the following documents:
- (a) Executed ALTA Statement.
  - (b) Such other documents as reasonably may be required to consummate the transaction contemplated by this Agreement.

## **ARTICLE VI REPRESENTATIONS AND WARRANTIES**

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

- (a) Seller is a municipal corporation, duly organized, validly existing and in good standing under the laws of the State of Illinois, with full power and authority to enter into and carry out terms and provisions of this Agreement. The execution and performance of this Agreement and the terms and provisions hereof by Seller are not inconsistent with, and do not result in the breach of any terms of any agreement or instrument to which Seller is a party or by which Seller may be bound.
- (b) The Property is zoned R5 Single Family.
- (c) There is not an unconfirmed pending special assessment affecting the Property by any association or governmental entity payable by Buyer after the date of Closing.
- (d) The Property is not located within a special assessment area or special service area.

## **ARTICLE VII POSSESSION**

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

## **ARTICLE VIII BROKERS**

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



**ARTICLE IX  
MISCELLANEOUS**

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

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

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

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

If to Buyer: Kathleen Brown  
242 Ann Street  
West Chicago, IL 60185

With copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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



continue in full force and effect.

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

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

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

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

9.09. Prior Agreements. This Agreement (including the exhibits attached hereto) is the entire agreement between Seller and Buyer and supersedes in its entirety all prior agreements and understandings relating to the Property.

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

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

SELLER:

CITY OF WEST CHICAGO

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

BUYER:

\_\_\_\_\_