

CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

**CITY COUNCIL MEETING
MONDAY, MAY 3, 2021 - 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, City Hall is closed for public meetings due to distancing restrictions, though interested people may 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 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

Ruben Pineda
MAYOR
Nancy M. Smith
CITY CLERK

Michael L. Guttman
CITY ADMINISTRATOR

A. Proclamation: River Sweep 2021

6. City Council Meeting Minutes of April 19, 2021

**7. Corporate Disbursement Report
- May 3, 2021 (\$284, 495.57)**

8. Consent Agenda

- **Public Affairs Committee:**

- A. **Resolution No. 21-R-0028 – A Resolution Authorizing the Mayor to Execute a Letter of Agreement with RedSpeed Illinois, LLC for a Traffic Law Enforcement System.**

- **Items Not Sent to Committee:**

- B. **Ordinance NO. 21-O-0003 – An Ordinance Granting a Waiver to the Mandatory Water Connection for Property Located Within the Corporate Limits of the City of West Chicago – 1100 East North Avenue.**

- C. **Resolution No. 21-R-0029 – A Resolution Authorizing the Mayor to Execute a Certain License Agreement with Chicago Title Land Company Trust 8002380575 for Use of City Right-of-Way Along Prince Crossing Road and Meadowview Crossing.**

- D. **Resolution No. 21-R-0030 – A Resolution Authorizing the Mayor to Execute a Certain Intergovernmental Agreement Between the City of West Chicago and Pace, the Suburban Bus Division of the Regional Transportation Authority.**

- E. **Resolution No. 21-R-0031 – A Resolution Authorizing the Execution of An Amusement Tax Rebate Agreement to Rebate Funds Payable to the City by Cascade Drive-In Pursuant to the City of West Chicago Amusement Tax.**

9. Reports by Committees

10. Unfinished Business

11. New Business

12. Correspondence and Announcements

Upcoming Meetings

May 4, 2021	Plan Commission/ZBA
May 6, 2021	Infrastructure Committee
May 10, 2021	Development Committee

13. Mayor's Comments

14. Executive Session

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

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

16. Adjournment



Proclamation

Whereas, the County of DuPage, through the Stormwater Management Department and municipalities, townships and park districts, recognizes ongoing stream cleaning and restoration as essential for the preservation of waterways throughout DuPage County and northeastern Illinois; and

Whereas, DuPage County River Sweep is a county-wide stream cleanup and restoration event organized by The Conservation Foundation and held in cooperation with the American Rivers National River Clean Up; and

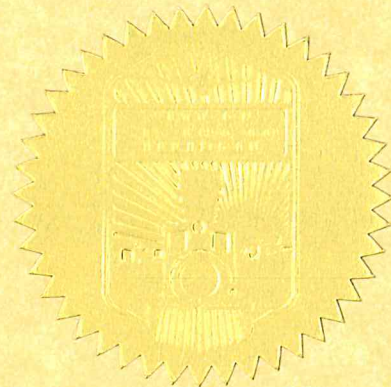
Whereas, the purpose of the River Sweep is to encourage citizens and volunteer groups to help “sweep our rivers clean” by picking up debris in and along our waterways, and by participating in stream restoration projects; and

Whereas, stream cleaning efforts have been very successful with more than 13, 800 volunteers removing nearly 285 tons of debris from DuPage County streams since 1991; and

Whereas, the Mayor and Board of Trustees of the City of West Chicago congratulate The Conservation Foundation on 30 successful years for this event; and

Now, Therefore, Be It Proclaimed, that all residents of the City of West Chicago, are encouraged to make a difference in the quality of water in the area, and are further urged to support and participate in “River Sweep 2021” on Saturday, May 15th, 2021.

Mayor



CITY OF WEST CHICAGO – 475 Main Street
CITY COUNCIL MINUTES
Regular Meeting
April 19, 2021

The City Council meeting of April 19, 2021, was held partly remote (via Zoom) and partly on site due to the coronavirus pandemic.

1. Call to Order. Mayor Ruben Pineda (on site) 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 Swiatek 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., Heather Brown, Jayme Sheahan, Alton Hallett, Sandy Dimas, Jeanne Short, Rebecca Stout, Christopher Swiatek, John E. Jakabcsin, and Joseph C. Morano present remotely. Alderman Matthew Garling was present on site. Alderman Melissa Birch-Ferguson was absent. The Mayor announced a quorum.

Also in attendance remotely were City Administrator Michael Guttman, City Attorney Patrick Bond, Community Development Director Tom Dabareiner, and Public Works Director Rob Flatter. Interim Chief of Police Chris Shackelford was present on site.

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

5. Public Participation. City Administrator Guttman read three letters from residents objecting to the new short-term rental ordinance: Luan Huska, 217 Church Street, Jeff Beaird, 329 Barber Street, and Katie Holden, 442 East Washington Street. Mr. Guttman said he would address this issue under old business.

6. City Council Meeting Minutes of April 5, 2021. Alderman Swiatek made a motion, seconded by Alderman Chassee, to approve the minutes of April 5, 2021, with no changes. Voting Aye: Alderman Chassee, Beifuss, Brown, Sheahan, Hallett, Dimas, Garling, Short, Stout, Swiatek, Jakabcsin, and Morano. Motion carried.

7. Corporate Disbursement Report. Alderman Dimas made a motion, seconded by Alderman Jakabcsin, to accept the April 19, 2021, Corporate Disbursement Report for \$576,637.37. Voting Aye: Aldermen Chassee, Beifuss, Brown, Sheahan, Hallett, Dimas, Garling, Short, Stout, Swiatek, Jakabcsin and Morano. Voting Nay: 0. Motion carried.

8. Consent Agenda

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

A. Ordinance 21-O-0011 – An Ordinance Providing for Real Estate Tax Abatement – Midwest Industrial Funds Property

B. Resolution 21-R-0025 – A Resolution Authorizing the Mayor to Execute a Certain License Agreement with the County of Kane for Use of City Right-of-Way Along Technology Boulevard and Discovery Drive

C. Resolution 21-R-0026 – A Resolution Approving Midwest Industrial Funds Final Plat of Resubdivision – 1000 Harvester Road

D. Resolution 21-R-0027 – A Resolution Authorizing the City Administrator to Execute an Agreement Between DuPage County and the City of West Chicago for Participation in CDBC Grant Funding in the Maximum Amount of \$400,000.00 for Certain Public Infrastructure Improvements Associated with Project Number CD21-03 and Known as the Fair Meadows Subdivision Rehabilitation Project

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

9. Reports by Committees: None

10. Unfinished Business: City Administrator Guttman said when the short term rental regulations were making their way through the committee, the City would have preferred to engage interested parties, but there was no way the City could know who they were. Mr.

Guttman suggested that a working group be formed to work with the committee. The Mayor said Alderman Beifuss had said it would come back for more needed direction, and the Mayor agreed that the City would head in that direction.

11. New Business: Alderman Jakabcsin said there is a DJ playing every Thursday, Friday, and Saturday night in his ward. The City's noise ordinance does not speak to the sound of the bass. He would like the noise ordinance reviewed for bass sounds. The Mayor said this was a good idea, and directed that the matter should go to committee. City Administrator Guttman said staff would look at it and present it to the Public Affairs Committee.

12. Correspondence and Announcements

Upcoming Meetings

April 20, 2021	Plan Commission/Zoning Board of Appeals
April 22, 2021	Finance Committee (cancelled)
April 26, 2021	Public Affairs Committee
April 27, 2021	Historical Preservation Commission

13. Mayor's Comments. The Mayor congratulated Alderman Chassee on her election as District Governor-elect of District I-J Lions Club.

The City's State of the City report has been posted to the City's website said Mayor Pineda. It is also up on YouTube.

The Mayor said he is excited about what the redevelopment starting in the downtown. He thanked the Council and staff for making this happen. The City is going in the right direction.

The Mayor announced that Healthy West Chicago is partnering with SmartAmerica which is launching the Spring Fit City Challenge in West Chicago. This initiative will encourage residents to get up and move. Activities of any kind will be tracked. There are many other partners such as the Western DuPage Chamber of Commerce and WeGo for Kids. The Mayor said the Walk with the Mayor is being geared up. He hopes to have people walking with him this September.

14. Executive Session. There was no need for an executive session.

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

16. Adjournment. At 7:20 pm, Alderman Chassee made a motion, seconded by Alderman Stout, to adjourn. Voting Aye: Aldermen Chassee, Beifuss, Brown, Sheahan, Hallett, Dimas, Garling, Swiatek, Short, Stout, Jakabcsin, and Morano. Voting Nay: 0. Motion carried.

Respectfully submitted,



Nancy M. Smith
City Clerk

CITY OF WEST CHICAGO

CORPORATE DISBURSEMENT REPORT May 3, 2021

OPERATING ACCOUNT FUNDED BY:	\$	284,495.57
<hr/>		
GENERAL FUND	\$	141,338.59
CAPITAL EQUIPMENT REPLACEMENT FUND	\$	355.22
SEWER FUND	\$	29,543.54
WATER FUND	\$	56,046.71
CAPITAL PROJECTS FUND	\$	18,716.89
DOWNTOWN TIF SPECIAL PROJECTS FUND	\$	2,091.19
MISCELLANEOUS DEPOSITS FUND	\$	35,007.75
COMMUTER PARKING FUND	\$	1,395.68

APPROVED BY THE CITY COUNCIL ON:

DATE: _____

SIGNATURE: _____

PENTAMATION - FINANCIAL MANAGEMENT SYSTEM
 DATE: 04/29/21
 TIME: 14:59:21

CITY OF WEST CHICAGO
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1
 ACCTPA21

SELECTION CRITERIA: transact.batch='G413' and transact.ck_date='20210503 00:00:00.000'
 ACCOUNTING PERIOD: 1/21

FUND - 40 - OPERATING FUND

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105100	90010	05/03/21	AIRGAS USA, LLC	010924	INVOICE #9978466981 DA	0.00	133.11
105100	90011	05/03/21	ALL TYPES ELEVATORS, INC	063448	INVOICE #20086105 DATE	0.00	753.50
105100	90012	05/03/21	AT & T	010503	4/7-5/6/21	0.00	68.06
105100	90013	05/03/21	AT & T	010613	4/14-5/13/21	0.00	68.06
105100	90014	05/03/21	AT & T MOBILITY	063447	3/8-4/7/21	0.00	191.28
105100	90015	05/03/21	AT&T	053443	4/10-5/9/21	0.00	394.52
105100	90016	05/03/21	AT&T	010921	4/19-5/15/21	0.00	1,787.01
105100	90017	05/03/21	AT&T	063448	4/16-5/15/21	0.00	258.58
105100	90018	05/03/21	B & F CONSTRUCTION CODE	011029	INSPECTIONS/PROPERTY M	0.00	14,375.00
105100	90018	05/03/21	B & F CONSTRUCTION CODE	011029	PLAN REVIEW FOR 2555 E	0.00	1,572.37
105100	90018	05/03/21	B & F CONSTRUCTION CODE	011029	PLAN REVIEW FOR 325 SP	0.00	225.00
105100	90018	05/03/21	B & F CONSTRUCTION CODE	011029	TEMPORARY BUILDING OFF	0.00	1,400.00
TOTAL CHECK						0.00	17,572.37
105100	90019	05/03/21	BUCK SERVICES, INC.	010219	INVOICE #54027	0.00	3,000.00
105100	90019	05/03/21	BUCK SERVICES, INC.	010219	INVOICE #54028	0.00	2,550.00
105100	90019	05/03/21	BUCK SERVICES, INC.	010219	INVOICE #54030	0.00	2,550.00
105100	90019	05/03/21	BUCK SERVICES, INC.	010219	INVOICE #54029	0.00	680.00
TOTAL CHECK						0.00	8,780.00
105100	90020	05/03/21	MERLE BURLEIGH	010208	2021 BLANKET FOR MONTH	0.00	900.00
105100	90021	05/03/21	CANON BUSINESS SOLUTIONS	010924	INVOICE #4035828278 DA	0.00	74.64
105100	90022	05/03/21	CEMETERY MANAGEMENT, INC	010923	RESOLUTION NO. 20-R-00	0.00	850.00
105100	90022	05/03/21	CEMETERY MANAGEMENT, INC	010923	RESOLUTION NO. 20-R-00	0.00	850.00
105100	90022	05/03/21	CEMETERY MANAGEMENT, INC	010923	RESOLUTION NO. 20-R-00	0.00	600.00
105100	90022	05/03/21	CEMETERY MANAGEMENT, INC	010923	RESOLUTION NO. 20-R-00	0.00	1,000.00
TOTAL CHECK						0.00	3,300.00
105100	90023	05/03/21	CHARLES EQUIPMENT ENERGY	053443	INVOICE #10336 DATED 1	0.00	3,185.41
105100	90023	05/03/21	CHARLES EQUIPMENT ENERGY	053443	INVOICE #10773 DATED 0	0.00	1,282.50
TOTAL CHECK						0.00	4,467.91
105100	90024	05/03/21	COMCAST	010503	4/15-5/14/21	0.00	850.00
105100	90025	05/03/21	COMCAST CABLE	063448	4/25-5/24/21	0.00	258.35
105100	90025	05/03/21	COMCAST CABLE	010921	4/20-5/19/21	0.00	218.13
105100	90025	05/03/21	COMCAST CABLE	010614	4/19-5/18/21	0.00	88.40
105100	90025	05/03/21	COMCAST CABLE	010925	4/27-5/26/21	0.00	281.61
TOTAL CHECK						0.00	846.49
105100	90026	05/03/21	COMED	010926	3/19-4/19/21	0.00	160.25
105100	90026	05/03/21	COMED	010926	3/17-4/15/21	0.00	1,807.11

SELECTION CRITERIA: transact.batch='G413' and transact.ck_date='20210503 00:00:00.000'
 ACCOUNTING PERIOD: 1/21

FUND - 40 - OPERATING FUND

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105100	90027	05/03/21	152	COMMONWEALTH EDISON	010926	3/16-4/14/21	73.29
105100	90027	05/03/21	152	COMMONWEALTH EDISON	010926	3/16-4/14/21	87.50
105100	90027	05/03/21	152	COMMONWEALTH EDISON	010208	3/17-4/15/21	75.79
105100	90027	05/03/21	152	COMMONWEALTH EDISON	010926	3/17-4/15/21	63.63
105100	90027	05/03/21	152	COMMONWEALTH EDISON	010926	3/17-4/15/21	24.89
105100	90027	05/03/21	152	COMMONWEALTH EDISON	433476	3/17-4/15/21	613.98
105100	90027	05/03/21	152	COMMONWEALTH EDISON	433476	3/17-4/15/21	389.70
105100	90027	05/03/21	152	COMMONWEALTH EDISON	010926	3/16-4/14/21	397.38
105100	90027	05/03/21	152	COMMONWEALTH EDISON	053443	3/17-4/15/21	20.19
105100	90027	05/03/21	152	COMMONWEALTH EDISON	053443	3/16-4/14/21	255.99
105100	90027	05/03/21	152	COMMONWEALTH EDISON	010921	3/16-4/14/21	32.12
105100	90027	05/03/21	152	COMMONWEALTH EDISON	010921	3/17-4/15/21	12.80
105100	90027	05/03/21	152	COMMONWEALTH EDISON	010921	3/17-4/15/21	63.36
105100	90027	05/03/21	152	COMMONWEALTH EDISON	053443	3/16-4/14/21	117.62
TOTAL CHECK						0.00	2,228.24
105100	90028	05/03/21	5749	COMMUNICATIONS DIRECT	010924	INVOICE #IN162096 DATE	375.00
105100	90028	05/03/21	5749	COMMUNICATIONS DIRECT	010924	INVOICE #IN162102 DATE	360.00
TOTAL CHECK						0.00	735.00
105100	90029	05/03/21	10870	COMPASS MINERALS	083453	PURCHASE OF UP TO 3,90	17,260.41
105100	90030	05/03/21	9911	COUNTY COURT REPORTERS,	010613	INVOICE #129476	442.00
105100	90031	05/03/21	12060	CURRENT TECHNOLOGIES COR	010503	ONSITE MAINTENANCE 3/1	310.00
105100	90032	05/03/21	15363	DEPENDENT SPECIALISTS, I	010501	DEPENDENT VERIFICATION	1,000.00
105100	90033	05/03/21	2609	DON MC CUE CHEVROLET	010925	324 PARTS	189.64
105100	90034	05/03/21	13958	ELITE DOCUMENT SOLUTIONS	010613	INVOICE #7322	108.99
105100	90034	05/03/21	13958	ELITE DOCUMENT SOLUTIONS	010613	INVOICE #7330	179.98
105100	90034	05/03/21	13958	ELITE DOCUMENT SOLUTIONS	010210	HP CLJ M252 BLACK TONE	141.98
TOTAL CHECK						0.00	430.95
105100	90035	05/03/21	11041	EMERGENCY MEDICAL PRODUC	010613	INVOICE #2249922	302.87
105100	90035	05/03/21	11041	EMERGENCY MEDICAL PRODUC	010613	INVOICE #2249923	299.98
TOTAL CHECK						0.00	602.85
105100	90036	05/03/21	12964	FACTORY CLEANING EQUIPME	063448	INVOICE #300322 DATED	99.00
105100	90037	05/03/21	3597	FEDEX CORPORATION	063447	DELIVERY FEES	65.76
105100	90038	05/03/21	362	1ST AYD CORPORATION	010924	CLEANING PRODUCTS	167.94
105100	90039	05/03/21	11329	ROBERT FLATTER	010219	REIMBURSEMENT TO ROB F	920.00
105100	90040	05/03/21	4554	FLEET SAFETY SUPPLY	010925	INVOICE #76932 DATED 0	402.43
105100	90040	05/03/21	4554	FLEET SAFETY SUPPLY	010925	INVOICE #76933 DATED 0	390.00
TOTAL CHECK						0.00	792.43

PENTAMATION - FINANCIAL MANAGEMENT SYSTEM
 DATE: 04/29/21
 TIME: 14:59:21

CITY OF WEST CHICAGO
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FUND - 40 - OPERATING FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	DEPT-DIV	DESCRIPTION	SALES TAX	AMOUNT
105100	90041	05/03/21	7565 FORESTRY SUPPLIERS, INC.	010924	INVOICE #879574-00 DAT	0.00	86.36
105100	90042	05/03/21	12853 GOLDSTINE, SKRODZKI, RUS	063447	INVOICE 155739 THRU 3-	0.00	344.92
105100	90042	05/03/21	12853 GOLDSTINE, SKRODZKI, RUS	010501	INVOICE 155740 THRU 3-	0.00	6,111.91
105100	90042	05/03/21	12853 GOLDSTINE, SKRODZKI, RUS	010613	INVOICE 155740 THRU 3-	0.00	6,111.91
105100	90042	05/03/21	12853 GOLDSTINE, SKRODZKI, RUS	010501	INVOICE 155739 THRU 3-	0.00	344.91
105100	90042	05/03/21	12853 GOLDSTINE, SKRODZKI, RUS	053443	INVOICE 155739 THRU 3-	0.00	344.92
TOTAL CHECK						0.00	13,258.57
105100	90043	05/03/21	14755 GOVTEMPSUSA	010613	RICHARD T EDDINGTON	0.00	3,087.00
105100	90044	05/03/21	12995 GREAT AMERICA LEASING CO	010613	INVOICE #29159809	0.00	219.20
105100	90045	05/03/21	561 HAGGERTY FORD	010925	CORE RETURN	0.00	-75.00
105100	90045	05/03/21	561 HAGGERTY FORD	010925	INVOICE #5363 DATED 04	0.00	363.82
TOTAL CHECK						0.00	288.82
105100	90046	05/03/21	14818 HAWK FORD	010925	INVOICE #36995 DATED 0	0.00	31.12
105100	90046	05/03/21	14818 HAWK FORD	010925	INVOICE #37247 DATED 0	0.00	75.10
TOTAL CHECK						0.00	106.22
105100	90047	05/03/21	4715 ICMA	010210	MEMBERSHIP RENEWAL DUE	0.00	1,400.00
105100	90048	05/03/21	11498 ILLINOIS CPA SOCIETY	010510	MEMBER #39628	0.00	350.00
105100	90049	05/03/21	14865 INTERSTATE POWER SYSTEMS	010925	INVOICE #C042050061:01	0.00	287.85
105100	90049	05/03/21	14865 INTERSTATE POWER SYSTEMS	010925	INVOICE #C042048094:01	0.00	235.98
TOTAL CHECK						0.00	523.83
105100	90050	05/03/21	12643 KIMBALL MIDWEST	010925	INVOICE #8796377 DATED	0.00	131.60
105100	90051	05/03/21	14376 KLEIN, THORPE & JENKINS,	010110	4766-008	0.00	78.00
105100	90051	05/03/21	14376 KLEIN, THORPE & JENKINS,	010110	4766-010	0.00	78.00
105100	90051	05/03/21	14376 KLEIN, THORPE & JENKINS,	093454	4999-004	0.00	416.00
TOTAL CHECK						0.00	572.00
105100	90052	05/03/21	665 KRAMER TREE SPECIALISTS	010922	DISPOSAL OF LOGS FROM	0.00	25.00
105100	90053	05/03/21	11415 LAYNE CHRISTENSEN COMPAN	063447	RESOLUTION NO. 21-R-00	0.00	29,229.00
105100	90054	05/03/21	15365 MACOMBER HADDAD LLC, DBA	010613	QUOTE: 21318	0.00	275.95
105100	90055	05/03/21	481 MCCANN INDUSTRIES, INC.	063447	CREDIT	0.00	-1,417.50
105100	90055	05/03/21	481 MCCANN INDUSTRIES, INC.	010925	INVOICE #P07108 DATED	0.00	67.34
105100	90055	05/03/21	481 MCCANN INDUSTRIES, INC.	063447	INVOICE #P26475 DATED	0.00	130.18
105100	90055	05/03/21	481 MCCANN INDUSTRIES, INC.	063447	INVOICE #P07059 DATED	0.00	366.00
105100	90055	05/03/21	481 MCCANN INDUSTRIES, INC.	010925	CREDIT	0.00	-200.00
105100	90055	05/03/21	481 MCCANN INDUSTRIES, INC.	053443	INVOICE #P07070 DATED	0.00	537.94
105100	90055	05/03/21	481 MCCANN INDUSTRIES, INC.	053443	INV P07857	0.00	892.73
TOTAL CHECK						0.00	376.69

SELECTION CRITERIA: transact.batch='G413' and transact.ck_date='20210503 00:00:00.000'
 ACCOUNTING PERIOD: 1/21

FUND - 40 - OPERATING FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	DEPT-DIV	DESCRIPTION	SALES TAX	AMOUNT
105100	90056	05/03/21	231 MC MASTER-CARR SUPPLY CO	010924	TRIMMER LINE	0.00	14.54
105100	90056	05/03/21	231 MC MASTER-CARR SUPPLY CO	010924	CREDIT	0.00	-14.54
105100	90056	05/03/21	231 MC MASTER-CARR SUPPLY CO	093454	LIDS FOR DRUMS	0.00	201.58
105100	90056	05/03/21	231 MC MASTER-CARR SUPPLY CO	010924	TRIMMER LINE CUP JAWS	0.00	249.27
105100	90056	05/03/21	231 MC MASTER-CARR SUPPLY CO	010924	HOSE	0.00	176.60
TOTAL CHECK						0.00	627.45
105100	90057	05/03/21	2263 METROPOLITAN INDUSTRIES,	053443	ITEM #52801-002-7 - S4	0.00	10,950.00
105100	90058	05/03/21	11129 MOE FUNDS	010501	MOE FUNDS - JUNE '21	0.00	38,314.25
105100	90058	05/03/21	11129 MOE FUNDS	053443	MOE FUNDS - JUNE '21	0.00	9,136.48
105100	90058	05/03/21	11129 MOE FUNDS	063447	MOE FUNDS - JUNE '21	0.00	9,136.48
105100	90058	05/03/21	11129 MOE FUNDS	083453	MOE FUNDS - JUNE '21	0.00	884.18
105100	90058	05/03/21	11129 MOE FUNDS	093454	MOE FUNDS - JUNE '21	0.00	1,473.61
TOTAL CHECK						0.00	58,945.00
105100	90059	05/03/21	10925 MISSISSIPPI LIME COMPANY	063448	RESOLUTION NO. 20-R-00	0.00	4,901.37
105100	90059	05/03/21	10925 MISSISSIPPI LIME COMPANY	063448	RESOLUTION NO. 20-R-00	0.00	5,000.87
TOTAL CHECK						0.00	9,902.24
105100	90060	05/03/21	5366 MONROE TRUCK EQUIPMENT,	010925	INVOICE #330926 DATED	0.00	156.37
105100	90060	05/03/21	5366 MONROE TRUCK EQUIPMENT,	010925	INVOICE #330833 DATED	0.00	41.18
105100	90060	05/03/21	5366 MONROE TRUCK EQUIPMENT,	063447	UNIT #792	0.00	20.59
105100	90060	05/03/21	5366 MONROE TRUCK EQUIPMENT,	010925	STOCK	0.00	41.18
105100	90060	05/03/21	5366 MONROE TRUCK EQUIPMENT,	010925	INVOICE #331750 DATED	0.00	128.28
TOTAL CHECK						0.00	387.60
105100	90061	05/03/21	15326 MUSE COMMUNITY + DESIGN	011028	PROFESSIONAL SERVICES;	0.00	13,615.55
105100	90063	05/03/21	4735 NAPA AUTO PARTS	053443	580	0.00	110.03
105100	90063	05/03/21	4735 NAPA AUTO PARTS	010925	382	0.00	11.58
105100	90063	05/03/21	4735 NAPA AUTO PARTS	010925	324	0.00	33.20
105100	90063	05/03/21	4735 NAPA AUTO PARTS	010925	681	0.00	88.86
105100	90063	05/03/21	4735 NAPA AUTO PARTS	010925	740 & 571	0.00	225.28
105100	90063	05/03/21	4735 NAPA AUTO PARTS	010925	STOCK	0.00	84.05
105100	90063	05/03/21	4735 NAPA AUTO PARTS	010925	RESTOCK	0.00	15.10
105100	90063	05/03/21	4735 NAPA AUTO PARTS	010925	SHOP SUPPLIES	0.00	17.39
105100	90063	05/03/21	4735 NAPA AUTO PARTS	010925	324	0.00	10.24
105100	90063	05/03/21	4735 NAPA AUTO PARTS	010925	STOCK	0.00	269.91
105100	90063	05/03/21	4735 NAPA AUTO PARTS	010925	RESTOCK	0.00	29.96
105100	90063	05/03/21	4735 NAPA AUTO PARTS	010925	260	0.00	123.65
105100	90063	05/03/21	4735 NAPA AUTO PARTS	010925	RESTOCK	0.00	60.00
105100	90063	05/03/21	4735 NAPA AUTO PARTS	010925	470	0.00	1.22
105100	90063	05/03/21	4735 NAPA AUTO PARTS	010925	RESTOCK	0.00	91.18
105100	90063	05/03/21	4735 NAPA AUTO PARTS	010925	RESTOCK	0.00	262.00
105100	90063	05/03/21	4735 NAPA AUTO PARTS	010925	RESTOCK	0.00	88.00
105100	90063	05/03/21	4735 NAPA AUTO PARTS	010925	470	0.00	16.57
105100	90063	05/03/21	4735 NAPA AUTO PARTS	010925	470	0.00	37.37
105100	90063	05/03/21	4735 NAPA AUTO PARTS	010925	SHOP SUPPLIES	0.00	83.73
105100	90063	05/03/21	4735 NAPA AUTO PARTS	010925	SHOP SUPPLIES	0.00	30.72
105100	90063	05/03/21	4735 NAPA AUTO PARTS	010925	INVOICE #4496-132924 D	0.00	449.08
105100	90063	05/03/21	4735 NAPA AUTO PARTS	063447	INVOICE #4496-134194 D	0.00	459.44

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FUND - 40 - OPERATING FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	DEPT-DIV	DESCRIPTION	SALES TAX	AMOUNT
TOTAL CHECK						0.00	2,598.56
105100	90064	05/03/21	12076 ROBYN NIELSEN	010613	CHECK# 251533	0.00	249.98
105100	90064	05/03/21	12076 ROBYN NIELSEN	010613	JEWEL OSCO EXPENSE	0.00	56.61
105100	90064	05/03/21	12076 ROBYN NIELSEN	010613	REIMBURSEMENT	0.00	86.38
TOTAL CHECK						0.00	392.97
105100	90065	05/03/21	4303 NORTH EAST MULTI-REGIONA	010613	INVOICE #283076	0.00	50.00
105100	90066	05/03/21	14014 PACE SYSTEMS INC	010613	INVOICE #IN00035949	0.00	1,200.00
105100	90067	05/03/21	3739 PADDOCK PUBLICATIONS	011028	LEGAL NOTICE OF BOND S	0.00	36.80
105100	90068	05/03/21	12671 PEOPLE MADE VISIBLE, INC	010110	HEALTHY WEST CHICAGO I	0.00	10,000.00
105100	90069	05/03/21	255 PETTY CASH CITY HALL	010208	PETTY CASH REIMBURSEME	0.00	17.32
105100	90069	05/03/21	255 PETTY CASH CITY HALL	011029	PETTY CASH REIMBURSEME	0.00	19.31
TOTAL CHECK						0.00	36.63
105100	90070	05/03/21	2487 PITNEY BOWES	010510	POSTAGE MACHINE RENTAL	0.00	1,032.00
105100	90071	05/03/21	3714 POMP'S TIRE SERVICE, INC	010925	INVOICE #410857608 DAT	0.00	428.20
105100	90072	05/03/21	14960 R.N.O.W., INC	010925	INVOICE #2021-59868 DA	0.00	224.91
105100	90073	05/03/21	14617 RAINBOW PRINTING	433476	PARKING PERMIT HANGTAG	0.00	392.00
105100	90074	05/03/21	492 RAY O'HERRON, INC.	010613	INVOICE #2108053-IN	0.00	224.97
105100	90074	05/03/21	492 RAY O'HERRON, INC.	010613	INVOICE 32108216-IN	0.00	353.00
105100	90074	05/03/21	492 RAY O'HERRON, INC.	010613	INVOICE #2108217-IN	0.00	102.00
105100	90074	05/03/21	492 RAY O'HERRON, INC.	010613	INVOICE #2105959-IN	0.00	1,302.37
105100	90074	05/03/21	492 RAY O'HERRON, INC.	010613	INVOICE #2107253-IN	0.00	14.95
105100	90074	05/03/21	492 RAY O'HERRON, INC.	010613	INVOICE #2107178-IN	0.00	165.00
105100	90074	05/03/21	492 RAY O'HERRON, INC.	010613	INVOICE #2107142-IN	0.00	88.00
105100	90074	05/03/21	492 RAY O'HERRON, INC.	010613	INVOICE #2107141-IN	0.00	240.99
105100	90074	05/03/21	492 RAY O'HERRON, INC.	010613	INVOICE #2106112-IN	0.00	44.00
105100	90074	05/03/21	492 RAY O'HERRON, INC.	010613	INVOICE #2106111-IN	0.00	218.89
105100	90074	05/03/21	492 RAY O'HERRON, INC.	010613	INVOICE #2106109-IN	0.00	327.99
105100	90074	05/03/21	492 RAY O'HERRON, INC.	010613	INVOICE #2106110-IN	0.00	145.00
105100	90074	05/03/21	492 RAY O'HERRON, INC.	010613	INVOICE #2108218-IN	0.00	61.99
TOTAL CHECK						0.00	3,289.15
105100	90075	05/03/21	15377 RES AMERICA DEVELOPMENTS	28	777 PILSEN RD, WEST CH	0.00	35,007.75
105100	90076	05/03/21	4095 STANDARD EQUIPMENT COMPA	053443	INVOICE #P28377 DATED	0.00	67.16
105100	90076	05/03/21	4095 STANDARD EQUIPMENT COMPA	053443	INVOICE #P28376 DATED	0.00	77.14
TOTAL CHECK						0.00	144.30
105100	90077	05/03/21	15263 STEFAN, NICOLETTE	011030	REIMBURSEMENT FOR PURC	0.00	199.53
105100	90078	05/03/21	1320 STEINER ELECTRIC	063448	LOCK WITH KEYS	0.00	36.68
105100	90078	05/03/21	1320 STEINER ELECTRIC	053443	MONITOR	0.00	147.16

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CITY OF WEST CHICAGO
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FUND - 40 - OPERATING FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	DEPT-DIV	DESCRIPTION	SALES TAX	AMOUNT	
105100	90078	05/03/21	1320 STEINER ELECTRIC	053443	INVOICE #S006869969.00	0.00	653.67	
TOTAL CHECK							0.00	837.51
105100	90079	05/03/21	14837 SUNBELT RENTALS, INC	010921	QUOTE #109440970 DATED	0.00	1,620.70	
105100	90080	05/03/21	15373 THE CONSERVATION FOUNDAT	011030	BLOOMING FEST CLASS &	0.00	290.00	
105100	90081	05/03/21	12774 T-MOBILE	010925	ACCOUNT #967615741 STA	0.00	815.90	
105100	90082	05/03/21	15072 TOSCAS LAW GROUP	010613	STATEMENT DATE: 04 22	0.00	350.00	
105100	90082	05/03/21	15072 TOSCAS LAW GROUP	010613	STATEMENT DATE: 04 21	0.00	300.00	
105100	90082	05/03/21	15072 TOSCAS LAW GROUP	010613	STATEMENT DATE: 04 21	0.00	675.00	
105100	90082	05/03/21	15072 TOSCAS LAW GROUP	010613	STATEMENT DATE: 04 19	0.00	300.00	
105100	90082	05/03/21	15072 TOSCAS LAW GROUP	011029	CONDUCT ADMINISTRATIVE	0.00	675.00	
TOTAL CHECK							0.00	2,300.00
105100	90083	05/03/21	3349 TRAFFIC CONTROL AND PROT	083453	SIGNS	0.00	277.70	
105100	90084	05/03/21	13501 TRI-TECH FORENSICS, INC	010613	QUOTE #38467	0.00	123.05	
105100	90085	05/03/21	286 TS SPECIALTIES, INC.	010925	WORK ORDER #22393 DATE	0.00	14.95	
105100	90085	05/03/21	286 TS SPECIALTIES, INC.	010925	WORK ORDER #22432 DATE	0.00	212.00	
105100	90085	05/03/21	286 TS SPECIALTIES, INC.	010925	WORK ORDER #22506 DATE	0.00	254.40	
105100	90085	05/03/21	286 TS SPECIALTIES, INC.	010925	WORK ORDER #22514 DATE	0.00	249.10	
TOTAL CHECK							0.00	730.45
105100	90086	05/03/21	1341 TURNER JUNCTION PRINTING	010502	ENVELOPES - TINTED WIN	0.00	81.00	
105100	90087	05/03/21	4089 TYLER MEDICAL SERVICES	010501	INVOICE 425986 PWS UTI	0.00	465.00	
105100	90088	05/03/21	4406 U.S.A. BLUEBOOK	010924	BRASS NOZZLE	0.00	202.23	
105100	90088	05/03/21	4406 U.S.A. BLUEBOOK	053443	INVOICE #564550 DATED	0.00	837.76	
105100	90088	05/03/21	4406 U.S.A. BLUEBOOK	063447	WASH BOTTLES	0.00	93.90	
TOTAL CHECK							0.00	1,133.89
105100	90089	05/03/21	4207 VERIZON WIRELESS	053443	4/10-5/9/21	0.00	532.32	
105100	90090	05/03/21	3273 WASTE MANAGEMENT	010207	TURNER JUNCTION WASTE	0.00	709.35	
105100	90091	05/03/21	4823 WATER PRODUCTS AURORA	063447	INVOICE #0302076 DATED	0.00	1,005.00	
105100	90092	05/03/21	13109 WATER RESOURCES, INC	063447	INVOICE #34692 DATED 0	0.00	180.00	
105100	90092	05/03/21	13109 WATER RESOURCES, INC	063447	INVOICE #34693 DATED 0	0.00	1,392.00	
105100	90092	05/03/21	13109 WATER RESOURCES, INC	063447	INVOICE #34694 DATED 0	0.00	696.00	
105100	90092	05/03/21	13109 WATER RESOURCES, INC	063447	INVOICE #34705 DATED 0	0.00	2,150.00	
TOTAL CHECK							0.00	4,418.00
105100	90093	05/03/21	14940 WAYTEK, INC	043439	INVOICE #3137784 DATED	0.00	355.22	
105100	90094	05/03/21	11084 WE GROW DREAMS	011030	BLOOMING FEST CLASS &	0.00	312.97	
105100	90095	05/03/21	11115 WELCH BROTHERS, INC.	083453	REBAR	0.00	294.60	

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SELECTION CRITERIA: transact.batch='G413' and transact.ck_date='20210503 00:00:00.000'
 ACCOUNTING PERIOD: 1/21

FUND - 40 - OPERATING FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	DEPT-DIV	DESCRIPTION	SALES TAX	AMOUNT
105100	90096	05/03/21	546 WEST SIDE TRACTOR SALES	010925	INVOICE #N04969 DATED	0.00	212.76
105100	90096	05/03/21	546 WEST SIDE TRACTOR SALES	010925	INV N050434	0.00	205.00
105100	90096	05/03/21	546 WEST SIDE TRACTOR SALES	010925	CREDIT	0.00	-414.78
105100	90096	05/03/21	546 WEST SIDE TRACTOR SALES	010925	INVOICE #N05035 DATED	0.00	314.42
TOTAL CHECK						0.00	317.40
105100	90097	05/03/21	6960 TIMOTHY WILCOX	010219	REIMBURSEMENT TO TIM W	0.00	132.21
105100	90097	05/03/21	6960 TIMOTHY WILCOX	063447	REIMBURSEMENT FOR PRIV	0.00	18.18
TOTAL CHECK						0.00	150.39
105100	90098	05/03/21	11177 WILKENS ANDERSON CO.	063448	INVOICE #S1194774.002	0.00	677.13
TOTAL CASH ACCOUNT						0.00	284,495.57
TOTAL FUND						0.00	284,495.57
TOTAL REPORT						0.00	284,495.57

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CITY OF WEST CHICAGO
 CASH REQUIREMENTS BILL LIST

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SELECTION CRITERIA: payable.due_date between '20210502 00:00:00.000' and '20210503 00:00:00.000'
 PAYMENT TYPE: ALL

FUND - 01 - GENERAL FUND

DEPT-DIV	ACCOUNT	TITLE	VENDOR	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
010110	4100	LEGAL FEES	14376	KLEIN, THORPE & JENKI	00096117-01 217047	G413	0.00	78.00
010110	4100	LEGAL FEES	14376	KLEIN, THORPE & JENKI	00096117-02 217048	G413	0.00	78.00
010110	4660	GRANTS DISBURSEM	12671	PEOPLE MADE VISIBLE,	00096131-01 HWC21.1	G413	0.00	10000.00
TOTAL CITY COUNCIL-OPERATIONS							0.00	10156.00
010207	4225	OTHER CONTRACTUA	3273	WASTE MANAGEMENT	00096181-01 4068940-2011G413		0.00	709.35
TOTAL CITY ADMIN-SPECIAL PROJ							0.00	709.35
010208	4204	ELECTRIC	152	COMMONWEALTH EDISON	0115114139	G413	0.00	75.79
010208	4212	ADVERTISING	255	PETTY CASH CITY HALL	00096116-01 MARCH 2021	G413	0.00	17.32
010208	4225	OTHER CONTRACTUA	11977	MERLE BURLEIGH	00095564-01 MAY 2021	G413	0.00	900.00
TOTAL CITY ADMIN-MARKET/COMM							0.00	993.11
010210	4112	MEMBERSHIPS/DUES	4715	ICMA	00096132-01 GUTTMAN	G413	0.00	1400.00
010210	4600	COMPUTER/OFFICE	13958	ELITE DOCUMENT SOLUTI	00096134-01 7320	G413	0.00	141.98
TOTAL CITY ADMIN-ADMIN							0.00	1541.98
010219	4225	OTHER CONTRACTUA	11437	BUCK SERVICES, INC.	00096128-01 54027	G413	0.00	3000.00
010219	4225	OTHER CONTRACTUA	11437	BUCK SERVICES, INC.	00096128-02 54028	G413	0.00	2550.00
010219	4225	OTHER CONTRACTUA	11437	BUCK SERVICES, INC.	00096128-03 54030	G413	0.00	2550.00
010219	4225	OTHER CONTRACTUA	11437	BUCK SERVICES, INC.	00096128-04 54029	G413	0.00	680.00
010219	4650	MISCELLANEOUS CO	11329	ROBERT FLATTER	00096193-01 COVID EVENT	G413	0.00	920.00
010219	4650	MISCELLANEOUS CO	6960	TIMOTHY WILCOX	00096165-01 VACCINE CLING	G413	0.00	132.21
TOTAL CITY ADMIN - COVID19							0.00	9832.21
010501	4053	HEALTH/DENTAL/LI	11129	MOE FUNDS		G413	0.00	38314.25
010501	4053	HEALTH/DENTAL/LI	15363	DEPENDENT SPECIALISTS	00096205-01 2576	G413	0.00	1000.00
010501	4100	LEGAL FEES	12853	GOLDSTINE, SKRODZKI,	00096169-01 155739	G413	0.00	344.91
010501	4100	LEGAL FEES	12853	GOLDSTINE, SKRODZKI,	00096170-01 155740	G413	0.00	6111.91
010501	4108	EMPLOYMENT EXAMS	4089	TYLER MEDICAL SERVICE	00096171-01 425986	G413	0.00	465.00
TOTAL ADMIN SERVICES-HR							0.00	46236.07
010502	4600	COMPUTER/OFFICE	1341	TURNER JUNCTION PRINT	00096176-01 21961	G413	0.00	81.00
TOTAL ADMIN SERVICES-ACCTG							0.00	81.00
010503	4109	NETWORK CHARGES	13068	AT & T	111338329	G413	0.00	68.06
010503	4109	NETWORK CHARGES	13089	COMCAST	900006701	G413	0.00	850.00
010503	4225	OTHER CONTRACTUA	12060	CURRENT TECHNOLOGIES	00096202-01 726484	G413	0.00	310.00
TOTAL ADMIN SERVICES-IT							0.00	1228.06
010510	4112	MEMBERSHIPS/DUES	11498	ILLINOIS CPA SOCIETY	00096203-01 39628	G413	0.00	350.00

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 PAYMENT TYPE: ALL

FUND - 01 - GENERAL FUND

DEPT-DIV	ACCOUNT	TITLE	VENDOR	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT	
010510	4501	POSTAL METER REN	2487	PITNEY BOWES	00095875-01	3104674433	G413	0.00	1032.00
TOTAL ADMIN SERVICES-ADMIN							0.00	1382.00	
010613	4100	LEGAL FEES	12853	GOLDSTINE, SKRODZKI,	00096170-01	155740	G413	0.00	6111.91
010613	4100	LEGAL FEES	15072	TOSCAS LAW GROUP	00096122-01	RED LIGHT	G413	0.00	300.00
010613	4100	LEGAL FEES	15072	TOSCAS LAW GROUP	00096126-01	RED LIGHT	G413	0.00	300.00
010613	4100	LEGAL FEES	15072	TOSCAS LAW GROUP	00096126-02	CONDUCT ADMIG413	G413	0.00	675.00
010613	4100	LEGAL FEES	15072	TOSCAS LAW GROUP	00096174-01	LOCAL ORDINAG413	G413	0.00	350.00
010613	4110	TRAINING & TUITI	4303	NORTH EAST MULTI-REGI	00096120-01	283076	G413	0.00	50.00
010613	4125	SOFTWARE MAINTEN	14014	PACE SYSTEMS INC	00096123-01	IN00035949	G413	0.00	1200.00
010613	4225	OTHER CONTRACTUA	13068	AT & T		114559150	G413	0.00	68.06
010613	4225	OTHER CONTRACTUA	14755	GOVTEMPSUSA	00096133-01	3717011	G413	0.00	3087.00
010613	4225	OTHER CONTRACTUA	9911	COUNTY COURT REPORTER	00096124-01	129476	G413	0.00	442.00
010613	4502	COPIER FEES	12995	GREAT AMERICA LEASING	00096125-01	29159809	G413	0.00	219.20
010613	4502	COPIER FEES	13958	ELITE DOCUMENT SOLUTI	00096119-01	7322	G413	0.00	108.99
010613	4502	COPIER FEES	13958	ELITE DOCUMENT SOLUTI	00096127-01	7330	G413	0.00	179.98
010613	4601	FIELD EQUIPMENT	11041	EMERGENCY MEDICAL PRO	00096172-01	2249922	G413	0.00	302.87
010613	4601	FIELD EQUIPMENT	13501	TRI-TECH FORENSICS, I	00095707-01	451260	G413	0.00	123.05
010613	4601	FIELD EQUIPMENT	15365	MACOMBER HADDAD LLC,	00096001-01	220000526725G413	G413	0.00	275.95
010613	4615	UNIFORMS/SAFETY	492	RAY O'HERRON, INC.	00096121-01	2106112-IN	G413	0.00	44.00
010613	4615	UNIFORMS/SAFETY	492	RAY O'HERRON, INC.	00096121-02	2106111-IN	G413	0.00	218.89
010613	4615	UNIFORMS/SAFETY	492	RAY O'HERRON, INC.	00096121-03	2106109-IN	G413	0.00	327.99
010613	4615	UNIFORMS/SAFETY	492	RAY O'HERRON, INC.	00096121-04	2106110-IN	G413	0.00	145.00
010613	4615	UNIFORMS/SAFETY	492	RAY O'HERRON, INC.	00096121-05	2105959-IN	G413	0.00	1302.37
010613	4615	UNIFORMS/SAFETY	492	RAY O'HERRON, INC.	00096129-01	2107253-IN	G413	0.00	14.95
010613	4615	UNIFORMS/SAFETY	492	RAY O'HERRON, INC.	00096129-02	2107178-IN	G413	0.00	165.00
010613	4615	UNIFORMS/SAFETY	492	RAY O'HERRON, INC.	00096129-03	2107142-IN	G413	0.00	88.00
010613	4615	UNIFORMS/SAFETY	492	RAY O'HERRON, INC.	00096129-04	2107141-IN	G413	0.00	240.99
010613	4615	UNIFORMS/SAFETY	492	RAY O'HERRON, INC.	00096175-01	2108053-IN	G413	0.00	224.97
010613	4615	UNIFORMS/SAFETY	492	RAY O'HERRON, INC.	00096175-02	2108216-IN	G413	0.00	353.00
010613	4615	UNIFORMS/SAFETY	492	RAY O'HERRON, INC.	00096175-03	2108217-IN	G413	0.00	102.00
010613	4615	UNIFORMS/SAFETY	492	RAY O'HERRON, INC.	00096175-04	2108218-IN	G413	0.00	61.99
010613	4640	CRIME PREVENTION	12076	ROBYN NIELSEN	00096118-01	SENIOR LUNCHG413	G413	0.00	86.38
010613	4640	CRIME PREVENTION	12076	ROBYN NIELSEN	00096173-01	CITIZEN POLIG413	G413	0.00	249.98
010613	4640	CRIME PREVENTION	12076	ROBYN NIELSEN	00096173-02	POLICE ACADEG413	G413	0.00	56.61
010613	4650	MISCELLANEOUS CO	11041	EMERGENCY MEDICAL PRO	00096172-02	2249923	G413	0.00	299.98
TOTAL POLICE-OPERATIONS							0.00	17776.11	
010614	4202	TELEPHONE & ALAR	13257	COMCAST CABLE		877120038024G413	G413	0.00	88.40
TOTAL POLICE-ESDA							0.00	88.40	
010921	4204	ELECTRIC	152	COMMONWEALTH EDISON		6755352013	G413	0.00	32.12
010921	4204	ELECTRIC	152	COMMONWEALTH EDISON		6755232169	G413	0.00	12.80
010921	4204	ELECTRIC	152	COMMONWEALTH EDISON		6755135030	G413	0.00	63.36
010921	4225	OTHER CONTRACTUA	13257	COMCAST CABLE		877120038010G413	G413	0.00	218.13
010921	4225	OTHER CONTRACTUA	14837	SUNBELT RENTALS, INC	00095560-01	110610191-00G413	G413	0.00	1620.70

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FUND - 01 - GENERAL FUND

DEPT-DIV	ACCOUNT	TITLE		VENDOR	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
010921	4225	OTHER CONTRACTUA	3400	AT&T		630R06060612G413		0.00	1787.01
TOTAL PUBLIC WORKS-MUN PROP								0.00	3734.12
010922	4225	OTHER CONTRACTUA	665	KRAMER TREE SPECIALIS	00095541-01	99090	G413	0.00	25.00
TOTAL PUBLIC WORKS-FORESTRY								0.00	25.00
010923	4209	INTERMENT	1843	CEMETERY MANAGEMENT,	00095629-01	00-18664	G413	0.00	1000.00
010923	4209	INTERMENT	1843	CEMETERY MANAGEMENT,	00095629-01	00-18662	G413	0.00	850.00
010923	4209	INTERMENT	1843	CEMETERY MANAGEMENT,	00095629-01	00-18663	G413	0.00	850.00
010923	4216	GROUNDS MAINTENA	1843	CEMETERY MANAGEMENT,	00095629-01	00-18665	G413	0.00	600.00
TOTAL PUBLIC WORKS-CEMETERIES								0.00	3300.00
010924	4650	MISCELLANEOUS CO	231	MC MASTER-CARR SUPPLY		56659723	G413	0.00	249.27
010924	4650	MISCELLANEOUS CO	231	MC MASTER-CARR SUPPLY		56719840	G413	0.00	176.60
010924	4650	MISCELLANEOUS CO	231	MC MASTER-CARR SUPPLY		56793308	G413	0.00	14.54
010924	4650	MISCELLANEOUS CO	231	MC MASTER-CARR SUPPLY		56752562	G413	0.00	-14.54
010924	4650	MISCELLANEOUS CO	362	1ST AYD CORPORATION		PSI443575	G413	0.00	167.94
010924	4650	MISCELLANEOUS CO	4406	U.S.A. BLUEBOOK		575344	G413	0.00	202.23
010924	4650	MISCELLANEOUS CO	5384	AIRGAS USA, LLC	00096179-01	9978466981	G413	0.00	133.11
010924	4650	MISCELLANEOUS CO	5749	COMMUNICATIONS DIRECT	00096164-01	IN162096	G413	0.00	375.00
010924	4650	MISCELLANEOUS CO	5749	COMMUNICATIONS DIRECT	00096164-02	IN162102	G413	0.00	360.00
010924	4650	MISCELLANEOUS CO	6441	CANON BUSINESS SOLUTI	00096191-01	4035828278	G413	0.00	74.64
010924	4650	MISCELLANEOUS CO	7565	FORESTRY SUPPLIERS, I	00096197-01	879574-00	G413	0.00	86.36
TOTAL PUBLIC WORKS-R & B								0.00	1825.15
010925	4202	TELEPHONE & ALAR	13257	COMCAST CABLE		877120038024G413		0.00	281.61
010925	4400	VEHICLE REPAIR	286	TS SPECIALTIES, INC.	00096161-01	22393	G413	0.00	14.95
010925	4400	VEHICLE REPAIR	286	TS SPECIALTIES, INC.	00096161-02	22432	G413	0.00	212.00
010925	4400	VEHICLE REPAIR	286	TS SPECIALTIES, INC.	00096161-03	22506	G413	0.00	254.40
010925	4400	VEHICLE REPAIR	286	TS SPECIALTIES, INC.	00096161-04	22514	G413	0.00	249.10
010925	4603	PARTS FOR VEHICL	12643	KIMBALL MIDWEST	00096160-01	8796377	G413	0.00	131.60
010925	4603	PARTS FOR VEHICL	14818	HAWK FORD	00096158-01	36995	G413	0.00	31.12
010925	4603	PARTS FOR VEHICL	14818	HAWK FORD	00096158-02	37247	G413	0.00	75.10
010925	4603	PARTS FOR VEHICL	14865	INTERSTATE POWER SYST	00096157-01	C042048094	OG413	0.00	235.98
010925	4603	PARTS FOR VEHICL	14865	INTERSTATE POWER SYST	00096196-01	C042050061	OG413	0.00	287.85
010925	4603	PARTS FOR VEHICL	14960	R.N.O.W., INC	00096195-01	2021-59868	G413	0.00	224.91
010925	4603	PARTS FOR VEHICL	2609	DON MC CUE CHEVROLET		431008CVW	G413	0.00	189.64
010925	4603	PARTS FOR VEHICL	3714	POMP'S TIRE SERVICE,	00096146-01	410857608	G413	0.00	428.20
010925	4603	PARTS FOR VEHICL	4554	FLEET SAFETY SUPPLY	00096163-01	76932	G413	0.00	402.43
010925	4603	PARTS FOR VEHICL	4554	FLEET SAFETY SUPPLY	00096163-02	76933	G413	0.00	390.00
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-132626	G413	0.00	10.24
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-133609	G413	0.00	269.91
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-133723	G413	0.00	29.96
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-133715	G413	0.00	123.65
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-134054	G413	0.00	60.00

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010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-134119	G413	0.00	1.22
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-134165	G413	0.00	91.18
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-134171	G413	0.00	262.00
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-134172	G413	0.00	88.00
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-134230	G413	0.00	16.57
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-134320	G413	0.00	37.37
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-134348	G413	0.00	83.73
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-134462	G413	0.00	30.72
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-132654	G413	0.00	11.58
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-132589	G413	0.00	33.20
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-132847	G413	0.00	88.86
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-132849	G413	0.00	225.28
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-132843	G413	0.00	84.05
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-133181	G413	0.00	15.10
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-133478	G413	0.00	17.39
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS	00096153-01	4496-132924	G413	0.00	449.08
010925	4603	PARTS FOR VEHICL	481	MCCANN INDUSTRIES, IN	00096178-03	P07108	G413	0.00	67.34
010925	4603	PARTS FOR VEHICL	481	MCCANN INDUSTRIES, IN	00096178-05	P07150	G413	0.00	-200.00
010925	4603	PARTS FOR VEHICL	5366	MONROE TRUCK EQUIPMEN	00096155-01	330926	G413	0.00	156.37
010925	4603	PARTS FOR VEHICL	5366	MONROE TRUCK EQUIPMEN	00096155-02	330833	G413	0.00	41.18
010925	4603	PARTS FOR VEHICL	5366	MONROE TRUCK EQUIPMEN	00096155-04	330833	G413	0.00	41.18
010925	4603	PARTS FOR VEHICL	5366	MONROE TRUCK EQUIPMEN	00096159-01	331750	G413	0.00	128.28
010925	4603	PARTS FOR VEHICL	546	WEST SIDE TRACTOR SAL	00096156-01	N04969	G413	0.00	212.76
010925	4603	PARTS FOR VEHICL	546	WEST SIDE TRACTOR SAL	00096156-02	N05035	G413	0.00	314.42
010925	4603	PARTS FOR VEHICL	546	WEST SIDE TRACTOR SAL	00096156-03	N01454	G413	0.00	-414.78
010925	4603	PARTS FOR VEHICL	546	WEST SIDE TRACTOR SAL	00096156-04	N05034	G413	0.00	205.00
010925	4603	PARTS FOR VEHICL	561	HAGGERTY FORD		CM5363	G413	0.00	-75.00
010925	4603	PARTS FOR VEHICL	561	HAGGERTY FORD	00096148-01	5363	G413	0.00	363.82
010925	4650	MISCELLANEOUS CO	12774	T-MOBILE	00096190-01	967615741	G413	0.00	815.90
TOTAL PUBLIC WORKS-MAINT GAR								0.00	7094.45
010926	4204	ELECTRIC	151	COMED		0923084066	G413	0.00	160.25
010926	4204	ELECTRIC	151	COMED		0923084066	G413	0.00	1807.11
010926	4204	ELECTRIC	152	COMMONWEALTH EDISON		6503601005	G413	0.00	63.63
010926	4204	ELECTRIC	152	COMMONWEALTH EDISON		1323005242	G413	0.00	24.89
010926	4204	ELECTRIC	152	COMMONWEALTH EDISON		0423168236	G413	0.00	73.29
010926	4204	ELECTRIC	152	COMMONWEALTH EDISON		1557048086	G413	0.00	87.50
010926	4204	ELECTRIC	152	COMMONWEALTH EDISON		6755351043	G413	0.00	397.38
TOTAL MOTOR FUEL TAX								0.00	2614.05
011028	4200	LEGAL NOTICES	3739	PADDOCK PUBLICATIONS	00096139-01	176910	G413	0.00	36.80
011028	4225	OTHER CONTRACTUA	15326	MUSE COMMUNITY + DESI	00096145-01	2008.01.05	G413	0.00	13615.55
TOTAL COM DEV-PLANNING								0.00	13652.35
011029	4100	LEGAL FEES	15072	TOSCAS LAW GROUP	00096138-01	CONDUT HEARIG	G413	0.00	675.00
011029	4113	ENFORCEMENT & IN	1800	B & F CONSTRUCTION CO	00096136-01	56067	G413	0.00	14375.00

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FUND - 01 - GENERAL FUND

DEPT-DIV	ACCOUNT	-----TITLE-----	-----VENDOR-----	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
011029	4113	ENFORCEMENT & IN	1800	B & F CONSTRUCTION CO	00096137-01 14206	G413	0.00	1400.00
011029	4120	PLAN REVIEW	1800	B & F CONSTRUCTION CO	00096135-01 56027	G413	0.00	1572.37
011029	4120	PLAN REVIEW	1800	B & F CONSTRUCTION CO	00096135-02 56052	G413	0.00	225.00
011029	4600	COMPUTER/OFFICE	255	PETTY CASH CITY HALL	00096116-01 MARCH 2021	G413	0.00	19.31
TOTAL COM DEV-BUILDING & CODE							0.00	18266.68
011030	4680	SPECIAL EVENTS	11084	WE GROW DREAMS	00096140-01 18-9691	G413	0.00	312.97
011030	4680	SPECIAL EVENTS	15263	STEFAN, NICOLETTE	00096144-01 REIMBURSEMENG413	G413	0.00	199.53
011030	4680	SPECIAL EVENTS	15373	THE CONSERVATION FOUN	00096141-01 136	G413	0.00	290.00
TOTAL COM DEV-MUSEUM							0.00	802.50
TOTAL FUND							0.00	141338.59

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FUND - 04 - CAPITAL EQUIP. REPLACE

DEPT-DIV	ACCOUNT	-----TITLE-----	-----VENDOR-----	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
043439	4804	VEHICLES	14940 WAYTEK, INC	00096188-01	3137784	G413	0.00	355.22
TOTAL CAPITAL EQUIPMENT REPLACE							0.00	355.22
TOTAL FUND							0.00	355.22

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FUND - 05 - SEWER FUND

DEPT-DIV	ACCOUNT	-----TITLE-----	-----VENDOR-----	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
053443	4053	HEALTH/DENTAL/LI	11129	MOE FUNDS		G413	0.00	9136.48
053443	4100	LEGAL FEES	12853	GOLDSTINE, SKRODZKI,	00096169-01	155739 G413	0.00	344.92
053443	4202	TELEPHONE & ALAR	3400	AT&T		630293797302G413	0.00	394.52
053443	4202	TELEPHONE & ALAR	4207	VERIZON WIRELESS		342030672-00G413	0.00	532.32
053443	4204	ELECTRIC	152	COMMONWEALTH EDISON		3630091014 G413	0.00	20.19
053443	4204	ELECTRIC	152	COMMONWEALTH EDISON		9356418015 G413	0.00	255.99
053443	4204	ELECTRIC	152	COMMONWEALTH EDISON		1995013076 G413	0.00	117.62
053443	4402	LIFT STATION REP	15029	CHARLES EQUIPMENT ENE	00096167-01	10773 G413	0.00	1282.50
053443	4402	LIFT STATION REP	15029	CHARLES EQUIPMENT ENE	00096177-01	10336 G413	0.00	3185.41
053443	4402	LIFT STATION REP	2263	METROPOLITAN INDUSTRI	00095717-01	INV026912 G413	0.00	10950.00
053443	4603	PARTS FOR VEHICL	4095	STANDARD EQUIPMENT CO	00096162-01	P28376 G413	0.00	77.14
053443	4603	PARTS FOR VEHICL	4095	STANDARD EQUIPMENT CO	00096162-02	P28377 G413	0.00	67.16
053443	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS		4496-132420 G413	0.00	110.03
053443	4603	PARTS FOR VEHICL	481	MCCANN INDUSTRIES, IN	00096178-02	P07070 G413	0.00	537.94
053443	4603	PARTS FOR VEHICL	481	MCCANN INDUSTRIES, IN	00096178-06	P07857 G413	0.00	892.73
053443	4604	TOOLS & EQUIPMEN	4406	U.S.A. BLUEBOOK	00096192-01	564550 G413	0.00	837.76
053443	4630	PARTS-LIFT STATI	1320	STEINER ELECTRIC		S006858166.0G413	0.00	147.16
053443	4630	PARTS-LIFT STATI	1320	STEINER ELECTRIC	00096182-01	S006869969.0G413	0.00	653.67
TOTAL SEWER-SANITARY COLLECTION							0.00	29543.54
TOTAL FUND							0.00	29543.54

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FUND - 06 - WATER FUND

DEPT-DIV	ACCOUNT	-----TITLE-----	-----VENDOR-----	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
063447	4053	HEALTH/DENTAL/LI	11129	MOE FUNDS		G413	0.00	9136.48
063447	4100	LEGAL FEES	12853	GOLDSTINE, SKRODZKI,	00096169-01	155739 G413	0.00	344.92
063447	4202	TELEPHONE & ALAR	13107	AT & T MOBILITY		287240545187G413	0.00	191.28
063447	4420	PUMP STATION REP	11415	LAYNE CHRISTENSEN COM	00096031-01	1999948 G413	0.00	29229.00
063447	4603	PARTS FOR VEHICL	481	MCCANN INDUSTRIES, IN	00096178-01	P07059 G413	0.00	366.00
063447	4603	PARTS FOR VEHICL	481	MCCANN INDUSTRIES, IN	00096178-04	P2647 G413	0.00	130.18
063447	4603	PARTS FOR VEHICL	481	MCCANN INDUSTRIES, IN	00096178-07	P07060 G413	0.00	-1417.50
063447	4603	PARTS FOR VEHICL	5366	MONROE TRUCK EQUIPMEN	00096155-03	330833 G413	0.00	20.59
063447	4620	PARTS & EQUIPMEN	4735	NAPA AUTO PARTS	00096153-02	4496-134194 G413	0.00	459.44
063447	4621	PARTS & EQUIPMEN	4823	WATER PRODUCTS AURORA	00096168-01	0302076 G413	0.00	1005.00
063447	4625	LAB SUPPLIES	4406	U.S.A. BLUEBOOK		570549 G413	0.00	93.90
063447	4641	WATER METERS/PAR	13109	WATER RESOURCES, INC	00096166-01	34692 G413	0.00	180.00
063447	4641	WATER METERS/PAR	13109	WATER RESOURCES, INC	00096166-02	34693 G413	0.00	1392.00
063447	4641	WATER METERS/PAR	13109	WATER RESOURCES, INC	00096166-03	34694 G413	0.00	696.00
063447	4641	WATER METERS/PAR	13109	WATER RESOURCES, INC	00096166-04	34705 G413	0.00	2150.00
063447	4650	MISCELLANEOUS CO	6960	TIMOTHY WILCOX	00096165-02	CELL PHONE CG413	0.00	18.18
063447	4806	OTHER CAPITAL OU	3597	FEDEX CORPORATION		7-339-06361 G413	0.00	65.76
TOTAL WATER-PRODUCTION/DIST							0.00	44061.23
063448	4202	TELEPHONE & ALAR	3400	AT&T		630Z21584212G413	0.00	258.58
063448	4225	OTHER CONTRACTUA	11546	ALL TYPES ELEVATORS,	00096194-01	20086105 G413	0.00	753.50
063448	4225	OTHER CONTRACTUA	13257	COMCAST CABLE		877120038036G413	0.00	258.35
063448	4430	WTP OPERATIONS R	12964	FACTORY CLEANING EQUI	00096180-01	300322 G413	0.00	99.00
063448	4624	PARTS-BUILDING R	1320	STEINER ELECTRIC		S006868803.0G413	0.00	36.68
063448	4625	LAB SUPPLIES	11177	WILKENS ANDERSON CO.	00096198-01	S1194774.002G413	0.00	677.13
063448	4626	CHEMICALS	10925	MISSISSIPPI LIME COMP	00095628-01	1543709 G413	0.00	4901.37
063448	4626	CHEMICALS	10925	MISSISSIPPI LIME COMP	00095628-01	1545072 G413	0.00	5000.87
TOTAL WATER-TREATMENT PLANT OP							0.00	11985.48
TOTAL FUND							0.00	56046.71

PENTAMATION - FINANCIAL MANAGEMENT SYSTEM
DATE: 04/29/21
TIME: 14:17:00

CITY OF WEST CHICAGO
CASH REQUIREMENTS BILL LIST

PAGE NUMBER: 9
ACCTPAY1
ACCOUNTING PERIOD: 1/21

SELECTION CRITERIA: payable.due_date between '20210502 00:00:00.000' and '20210503 00:00:00.000'
PAYMENT TYPE: ALL

FUND - 08 - CAPITAL PROJECTS FUND

DEPT-DIV	ACCOUNT	-----TITLE-----	-----VENDOR-----	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
083453	4053	HEALTH/DENTAL/LI	11129	MOE FUNDS		G413	0.00	884.18
083453	4643	STORM SEWER REPA	11115	WELCH BROTHERS, INC.	3117435	G413	0.00	294.60
083453	4670	ROCK SALT	10870	COMPASS MINERALS	00094157-01 766537	G413	0.00	17260.41
083453	4872	ROW MATERIALS	3349	TRAFFIC CONTROL AND P	106787	G413	0.00	277.70
TOTAL CAPITAL PROJECTS							0.00	18716.89
TOTAL FUND							0.00	18716.89

PENTAMATION - FINANCIAL MANAGEMENT SYSTEM
DATE: 04/29/21
TIME: 14:17:00

CITY OF WEST CHICAGO
CASH REQUIREMENTS BILL LIST

PAGE NUMBER: 10
ACCTPAY1
ACCOUNTING PERIOD: 1/21

SELECTION CRITERIA: payable.due_date between '20210502 00:00:00.000' and '20210503 00:00:00.000'
PAYMENT TYPE: ALL

FUND - 09 - DOWNTOWN TIF SPEC PROJ

DEPT-DIV	ACCOUNT	-----TITLE-----	-----VENDOR-----	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
093454	4053	HEALTH/DENTAL/LI	11129	MOE FUNDS		G413	0.00	1473.61
093454	4100	LEGAL FEES	14376	KLEIN, THORPE & JENKI	00096117-03 217049	G413	0.00	416.00
093454	4815	STREETSCAPE PROG	231	MC MASTER-CARR SUPPLY	56884662	G413	0.00	201.58
TOTAL DOWNTOWN TIF							0.00	2091.19
TOTAL FUND							0.00	2091.19

PENTAMATION - FINANCIAL MANAGEMENT SYSTEM
DATE: 04/29/21
TIME: 14:17:00

CITY OF WEST CHICAGO
CASH REQUIREMENTS BILL LIST

PAGE NUMBER: 11
ACCTPAY1
ACCOUNTING PERIOD: 1/21

SELECTION CRITERIA: payable.due_date between '20210502 00:00:00.000' and '20210503 00:00:00.000'
PAYMENT TYPE: ALL

FUND - 28 - MISCELLANEOUS DEPOSITSIN

DEPT-DIV	ACCOUNT	-----TITLE-----	-----VENDOR-----	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
28	224500	MISCELLANEOUS DE	15377	RES AMERICA DEVELOPME	00096199-01	777 PILSEN RG413	0.00	35007.75
TOTAL MISCELLANEOUS DEPOSITSIN							0.00	35007.75
TOTAL FUND							0.00	35007.75

PENTAMATION - FINANCIAL MANAGEMENT SYSTEM
DATE: 04/29/21
TIME: 14:17:00

CITY OF WEST CHICAGO
CASH REQUIREMENTS BILL LIST

PAGE NUMBER: 12
ACCTPAY1
ACCOUNTING PERIOD: 1/21

SELECTION CRITERIA: payable.due_date between '20210502 00:00:00.000' and '20210503 00:00:00.000'
PAYMENT TYPE: ALL

FUND - 43 - COMMUTER PARKING FUND

DEPT-DIV	ACCOUNT	-----TITLE-----	-----VENDOR-----	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
433476	4204	ELECTRIC	152	COMMONWEALTH EDISON	9188799009	G413	0.00	613.98
433476	4204	ELECTRIC	152	COMMONWEALTH EDISON	6123152005	G413	0.00	389.70
433476	4211	PRINTING & BINDI	14617	RAINBOW PRINTING	00095945-01 00157891	G413	0.00	392.00
TOTAL COMMUTER PARKING FUND							0.00	1395.68
TOTAL FUND							0.00	1395.68
TOTAL CHECK TRANSACTIONS							0.00	284495.57
TOTAL EFT TRANSACTIONS							0.00	0.00
TOTAL REPORT							0.00	284495.57

CITY OF WEST CHICAGO

PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE: Resolution No. 21-R-0028

Agreements necessary for the continued administration of the red light camera program:

- Month-to-month agreement between the City of West Chicago and RedSpeed Illinois, LLC
- Agreement with the Illinois Secretary of State

AGENDA ITEM NUMBER: 8.A.

FILE NUMBER: _____

COMMITTEE AGENDA DATE: April 26, 2021

COUNCIL AGENDA DATE: May 3, 2021

STAFF REVIEW: Christopher Shackelford, Interim Chief

APPROVED BY CITY ADMINISTRATOR: Michael Guttman

SIGNATURE _____

SIGNATURE _____

ITEM SUMMARY:

The existing contract between the City of West Chicago and RedSpeed Illinois, LLC (“RedSpeed”) expired on February 6, 2021. Due to uncertainty of the impact of pending legislation on red light camera programs in the State, a month-to-month agreement to continue services per existing terms is recommended at this time. Once the pending legislation is settled, the impact, if any, can be factored into a new contract with RedSpeed.

Additionally, the Illinois Secretary of State (“SOS”) mandates that every two years an agreement be signed between the City of West Chicago, RedSpeed and the SOS. This agreement contains terms and restrictions on the use of the data that RedSpeed purchases from the SOS needed to administer the City’s red light camera program.

Please see the attached agreements, one with RedSpeed and one with the SOS, for complete details.

ACTIONS PROPOSED:

Staff recommends approval of Resolution No. 21-R-0028.

COMMITTEE RECOMMENDATION:

The Public Affairs Committee recommends adoption of Resolution No. 21-R-0028.

CITY OF WEST CHICAGO

CITY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:

Water Connection Waiver
Cascade Drive-In Theater
1100 East North Avenue

Ordinance #21-O-0003

AGENDA ITEM NUMBER: 8.B.

FILE NUMBER: _____

COMMITTEE AGENDA DATE: N/A

COUNCIL AGENDA DATE: May 3, 2021

STAFF REVIEW: Tom Dabareiner, AICP

SIGNATURE _____

APPROVED BY CITY ADMINISTRATOR: Michael Guttman

SIGNATURE _____

ITEM SUMMARY:

The owner of 1100 E. North Ave. has submitted, through their attorney, a request to waive the requirements of Sections 18-4(a) and 18-33 of the Municipal Code. These sections require that all commercial buildings with plumbing fixtures for human use within the City connect to the City water and sewer. Section 18.4(b) of the Code, however, grants the City Council the authority to waive the requirement to connect to either the water or sewer system if evidence has been presented that an extraordinary hardship will result if the connection is made.

The property was used for the Cascade drive-in movie theater for 40+ years before its discontinuation at the end of the 2018 season. After the 2018 season, the property was sold to the current ownership, held in a land trust, who are pursuing reopening the theater. In December of 2020, the owner received zoning approval to continue using the property as a legal nonconforming drive-in theater. The owner is now preparing to upgrade the utility infrastructure in preparation of the reopening.

Neither sewer nor water are available for the property. The property has an existing private well and uses an off-site septic pond for its sanitation. The owner intends to discontinue the use of the septic pond due to concerns with public health. Instead, a private lift station and force main that will connect to an existing sanitary sewer stub in the Prairie Meadows residential subdivision will be constructed in its place. The owner believes the private well, however, is sufficient for the continued use of the drive-in. Unlike connecting to the City's sewer, which is roughly 850 feet from the property, the extension and connection to the water main is thousands of feet. The owner has stated that extending and connecting to the City's water system would be an extraordinary cost that would have only a slight incremental benefit over utilizing the existing well.

As such, the owner requests a waiver from the requirement to connect to the water system and continue using the existing private well. Findings of fact, provided by the owner, are contained within the request demonstrating the hardship to connect to water and the need for the waiver. Staff finds the request to be reasonable and recommends approval of the waiver.

ACTION PROPOSED:

Discussion and action of the request for a waiver from Sections 18-4(a) and 18-33 of the Municipal Code to not require the mandatory connection to the City's water main.

COMMITTEE RECOMMENDATION:

This item did not go to a committee.

Cc: Ordinance
Waiver Request Letter

ORDINANCE NO. 21-O-0003

**AN ORDINANCE GRANTING A WAIVER TO THE MANDATORY
WATER CONNECTION FOR PROPERTY LOCATED
WITHIN THE CORPORATE LIMITS OF THE CITY OF WEST CHICAGO
1100 EAST NORTH AVENUE**

WHEREAS, Sections 18-4 (a) and 18-33 of the Code of Ordinances of the City of West Chicago require all development and all buildings with plumbing fixtures for human use within the corporate limits of the City of West Chicago to be connected to the City's water and sanitary sewer systems; and

WHEREAS, Section 18-4 (b) of the Code of Ordinances of the City of West Chicago permits the City Council to grant an exemption to the required connection to the City's water system if an extraordinary hardship exists; and

WHEREAS, the Owners of the property legally described on Exhibit "A", attached hereto and incorporated herein, request a waiver to the water connection requirement for the purpose of reestablishing the use of a Drive-In Movie Theater on the property and the continued use of an existing well on the property; and,

WHEREAS, the Owners have provided the City with the necessary documentation to confirm that the City's existing water system cannot reasonably be extended at this time to service the property legally described on Exhibit "A" in such a way that is economically feasible.

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

Section 1. That a waiver to Sections 18-4 (a) and 18-33 is hereby granted for the property legally described on Exhibit "A" to not require connection to the City's water system at this time.

Section 2. The water connection waiver is based on the evidence from the Owners that the three (3) hardship criteria defined in Section 18-4 (b) of the Code of Ordinances of the City of West Chicago have been met.

Section 3. The Owners shall connect all applicable structures located on the property legally described on Exhibit "A" to the City's water system when water becomes available to service the Property.

Section 34 That this Ordinance shall be in full force and effect ten (10) days from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this ____ day of _____, 2021.

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

APPROVED as to form: _____
City Attorney

APPROVED this ____ day of _____, 2021.

Mayor Ruben Pineda

ATTEST:

City Clerk Nancy M. Smith

EXHIBIT "A"

LOT 1 IN ISHERWOOD PLAT OF LOT 1, A SUBDIVISION OF PART OF LOT 2 IN THE ASSESSMENT PLAT OF REED FARM, BEING A PART OF THE NORTH HALF OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE ISHERWOOD PLAT OF LOT 1, RECORDED MARCH 8, 1961 AS DOCUMENT 999138, AND CERTIFICATE OF CORRECTION RECORDED AS DOCUMENT R61-10685, IN DUPAGE COUNTY, ILLINOIS; EXCEPTING THEREFORM THAT PART OF THE LAND FALLING WITHIN PRINCE CROSSING ROAD AND NORTH AVENUE.

Tax ID Number: 01-35-105-002

Rosanova & Whitaker, Ltd.
Attorneys At Law

127 Aurora Avenue
Naperville, Illinois 60540
phone 630-355-4600 • fax 630-352-3610
www.rw-attorneys.com

January 15, 2021

Tom Dabareiner
City of West Chicago
475 Main Street
West Chicago, IL 60185

Re: Cascade Theater
Utility Service Request

Dear Mr. Dabareiner:

I represent Chicago Title Land Trust Company as Trustee under Trust Number 8002380575, dated April 9, 2019, the owner of the Cascade Theater property (Owner) located at 1100 E. North Avenue in West Chicago (Property). Since the Property was annexed into the City in 2003, the Property has utilized private wells for water service and sanitary waste has been handled through DuPage County.

As you are aware, the Owner is presently working to reopen a drive-in theatre on the Property this spring. The City has amended the Municipal Code to allow for the resumption of a non-conforming use, and the Zoning Administrator has provided a letter authorizing the resumption of use for the Cascade Theater on the Property. However, there are still a number of obstacles and costs, particularly with respect to infrastructure improvements, that impede the owner's ability to move forward with opening the Cascade Theater.

The Owner is looking forward to resuming the use of the Cascade Theater on the Property; however, the Owner still needs the assistance of the City if there is going to be an opportunity to reinvigorate the Property as a drive-in theatre. At present, we are seeking the City's approval to connect to the City's sanitary sewer system while we continue to utilize private on-site wells for water service.

The sanitary sewer improvement would entail the construction of a lift station and force main to connect the existing City sanitary sewer mains and service the Property. While this is a costly improvement, we believe it is absolutely critical if any project is going to move forward on the Property. Continued utilization of the cesspool on the adjacent DuPage County parcel is unacceptable in today's environment.

With respect to water service, we believe that the existing wells can safely provide potable water for the proposed drive-in theatre use. We have evaluated a connection to the City's water service, but we find no compelling need that justifies the extraordinary cost of making the necessary connection. While the existing sanitary service is proximate to the property, connection to City-owned water main would require thousands of feet of new pipe. This type of cost simply cannot be borne by any sort of redevelopment associated with a drive-in theatre on the Property.

Section 18-4 of the City Code requires that properties in the City are connected to City water and sanitary sewer systems unless the City finds that a hardship exists from the strict compliance of the requirement. We believe that the present case presents such a hardship and in support of my client's request for an exemption to connection to City water service, and in response to the requirements of Section 18-4 of the City's Code, my client states the following.

1. As a result of the particular physical surroundings, shape, topography, or location with reference to the nearest connection to the sanitary sewerage or waterworks system of the city of the tract or parcel of land on which the particular building or structure involved is situated, a particular hardship to the owner would result, as distinguished from mere inconvenience;

While in compliance with DuPage County requirements, the Property discharges sanitary effluent into a cesspool located proximate to the Property. We do not believe that any such design is appropriate for public accommodations and may present a risk to the public health. Accordingly, we are prepared to invest hundreds of thousands of dollars to connect to the City's sanitary sewer infrastructure. This improvement would entail connection to an existing manhole, 850' of forcemain, 325' of sanitary sewer service line, boring, and a lift station pump system to service the Property. At the City's request, the lift station would remain a private facility maintained by the Owner.

There is no exigent circumstance which requires connection to the City's water service. While it may be generally desirable and certainly necessary in certain applications, the proposed drive-in theatre use will require very limited water service. The existing wells have been tested and can reasonably accommodate service for the drive-in theatre. Connecting to the City's water infrastructure would require over 400' of water service line, 1100' of 8" watermain, 3300' of 12" watermain, 10 valves and vaults and 15 fire hydrants. Such a project would also entail significant trenching, backfill, and driveway and right-of-way repair or reconstruction. This project, if even possible due to the location of existing City services, would cost hundreds of thousands of dollars and provide little in the way of incremental benefit to the Property.

2. The conditions upon which the request for the exemption is based are unique to the tract or parcel of land on which the building or structure involved is situated and are not generally applicable to other tracts or parcels of land; and

The Property was located under DuPage County jurisdiction until it was annexed by the City, not at the request of the Property owner, but pursuant to a force-annexation process in 2003. The water and sanitary sewer systems were already existing and in compliance with the County requirements at that time. The Cascade Theater continued to operate with the existing sanitary and water services after annexation until 2019. The historic and the proposed use of the Property as a drive-in theatre is unique not only to West Chicago but also the region. A drive-in theater provides a great service and amenity to residents but is financially constrained by only being open and in use for a portion of the year. The unique nature of the land use and the seasonal nature of the land use justify exceptional treatment by West Chicago. There are no other similarly situated properties or land uses, making it unique from all other properties in the City.

3. The granting of the exemption will not be detrimental to the public safety, health, or welfare or injurious to other property in the neighborhood in which the particular building or structure is located.

The drive-in theater has operated for many years at this location, utilizing the existing wells and sanitary waste systems. The historic operation has not proved to be injurious to the neighborhood, which is largely forest preserve, commercial and industrial uses. It is conceivable that the Property could continue to operate on the cesspool system; however, the Owner is concerned about health and safety of such a system and seeks to upgrade that service at great cost. The Owner should not be penalized for making one utility connection that is in the public interest when there is no similar compelling interest for the other utility connection. Many properties in DuPage County and other counties throughout the State safely utilize wells as their water source. Therefore, allowing the Property to operate utilizing well water as it has done for many years is not detrimental to the public safety, health, or welfare, nor is it injurious to other property in the neighborhood. Connecting to the City's sanitary system will be a benefit to the public health, safety, and welfare and other property in the neighborhood.

Thank you for the opportunity to address these matters. My client is requesting placement on the next available City Council agenda for approval so that the Building Inspector in conjunction with the City Council may find, on the basis of the above evidence presented to them that, as applied to the Property, extraordinary hardship will result from the strict compliance with the provisions of Section 18-4, and that the Owner may be exempted from compliance with Section 18-4.

Very truly yours,



Patti A. Bernhard

CITY OF WEST CHICAGO

CITY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:

License Agreement
Use of Prince Crossing Road and
Meadowview Crossing Rights-of-Way

Resolution #21-R-0029

AGENDA ITEM NUMBER: 8.C.**FILE NUMBER:** _____**COMMITTEE AGENDA DATE:** N/A**COUNCIL AGENDA DATE:** May 3, 2021**STAFF REVIEW:** Tom Dabareiner, AICP**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael
Guttman**SIGNATURE** _____**ITEM SUMMARY:**

The owner of 1100 E. North Ave. has submitted, through their attorney, a draft license agreement to use the City's public right-of-way for a sanitary sewer system. Specifically, the rights-of-way of Prince Crossing Road and Meadowview Crossing are sought to install, operate, and maintain a sewer main and appurtenances for sanitary sewer service at the subject property. This proposed sanitary service will serve the Cascade Drive-In Theater, which the owner intends to reopen at the subject property.

The property was used for the theater for 40+ years before its discontinuation in 2018. In 2019, the property was sold to the current ownership, held in a land trust, who are pursuing reopening the theater. In December of 2020, the owner received zoning approval to continue using the property as a legal nonconforming drive-in theater. The owner is now preparing to upgrade utility infrastructure.

Neither sewer nor water are available for the property. The property has an existing private well and uses an off-site septic pond for its sanitation. The owner intends to continue using the existing well and has submitted a separate request to waive the City's water connection requirement. The use of the septic pond, however, will be discontinued by the owner due to concerns with public health. Instead, a private lift station will be constructed on the property and a force main will be installed that will connect the lift station to an existing sanitary sewer stub in the Prairie Meadows residential subdivision. For this connection to occur, the owner is seeking use of the City's rights-of-way to provide a route from the Cascade property to the sanitary stub. The length of the sanitary sewer from the Cascade property to the existing stub is approximately 850 feet.

The draft license agreement between the owner and the City will allow this connection to occur within the rights-of-way and will have a term of 20 years, with an automatic 20-year renewal at the expiration, unless the owner has violated the terms of the agreement. The agreement will also expire if the owner has abandoned the sanitary sewer or if the Cascade Theater has ceased operations. Furthermore, the owner is required to maintain commercial general liability insurance throughout the term of the agreement.

ACTION PROPOSED:

Discussion and authorization to execute the proposed License Agreement.

COMMITTEE RECOMMENDATION:

This item did not go to a committee.

Cc: Resolution
License Agreement

RESOLUTION NO. 21-R-0029

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A CERTAIN LICENSE AGREEMENT WITH
CHICAGO TITLE LAND COMPANY TRUST 8002380575 FOR USE OF
CITY RIGHT-OF-WAY ALONG PRINCE CROSSING ROAD AND MEADOWVIEW
CROSSING**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a certain License Agreement for use of City right-of-way along Prince Crossing Road and Meadowview Crossing between the City of West Chicago and Chicago Title Land Company, as Trustee under the provisions of a certain Trust Agreement dated April 9, 2019 and known as Trust Number 8002380575 by East North Avenue, LLC, the holder of the beneficial interest of the trust, by Apercen Partners, LLC, its manager, by William Hartwig, its manager, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 3rd day of May, 2021

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor, Ruben Pineda

ATTEST:

City Clerk, Nancy M. Smith

RESOLUTION NO. 21-R-0029

**A RESOLUTION OF THE CITY OF WEST CHICAGO, DUPAGE COUNTY, ILLINOIS
AUTHORIZING THE EXECUTION OF A RIGHT OF WAY LICENSE AGREEMENT
WITH CHICAGO TITLE LAND COMPANY, AS TRUSTEE UNDER THE
PROVISIONS OF A CERTAIN TRUST AGREEMENT DATED APRIL 9, 2019
AND KNOWN AS TRUST NUMBER 8002380575**

WHEREAS, the City of West Chicago (“City”) is a home rule municipality existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1 *et seq.*, located in the County of DuPage, State of Illinois; and

WHEREAS, the City owns right of way in the City commonly known as Meadowview Crossing; and

WHEREAS, Chicago Title Land Company, As Trustee Under The Provisions Of A Certain Trust Agreement Dated April 9, 2019 And Known As Trust Number 8002380575 (“Owner”) seeks a license from the City to install, construct, locate, operate and maintain a sanitary sewer system, including sewer main and appurtenances in the right of way, which is designed to provide sanitary sewer service to the Owner’s Property located at 1100 E. North Avenue, to facilitate the reopening of the Cascade Drive-In Theater; and

WHEREAS, the Owner and City Staff have discussed the terms for said license, which are contained in the License Agreement attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, the City Council of the City of West Chicago has reviewed the License Agreement and the purposes therefore, and deems it advisable and in the best interests of the residents of the City of West Chicago to authorize execution of the License Agreement for the purposes stated therein.

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: The City Council hereby authorizes the Mayor to execute on behalf of the City of West Chicago the License Agreement attached hereto and incorporated herein as Exhibit “A” and the City Clerk to attest to said signature thereto.

Section 3. That the City Clerk shall record the License Agreement upon full execution.

Section 4. That City Staff is hereby directed to take all steps necessary in furtherance of

the License Agreement.

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

Section 6. That 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 3rd day of May, 2021.

APPROVED as to form:

City Attorney

APPROVED this 3rd day of May, 2021.

Mayor Ruben Pineda

ATTEST:

Nancy M. Smith, City Clerk

PUBLISHED: _____, 2021

CITY OF WEST CHICAGO/CHICAGO TITLE LAND COMPANY, AS TRUSTEE
UNDER THE PROVISIONS OF A CERTAIN TRUST AGREEMENT DATED APRIL 9,
2019 AND KNOWN AS TRUST NUMBER 8002380575 LICENSE AGREEMENT

This License Agreement (the “License Agreement”) is entered into this ___ day of May, 2021, by and between the City of West Chicago, an Illinois municipal corporation, 475 Main Street, West Chicago, Illinois 60185 (“Licensor”) and Chicago Title Land Company, as Trustee under the provisions of a certain Trust Agreement dated April 9, 2019 and known as Trust Number 8002380575 by East North Avenue, LLC, the holder of the beneficial interest of the trust, by Apercen Partners, LLC, its manager, by William Hartwig, its manager, 625 N. Michigan Avenue, Suite 650, Chicago, Illinois 60611 (“Licensee”) (individually a “Party”, collectively, the “Parties”).

RECITALS:

- A. Licensor owns property commonly known as Meadowview Crossing, a Road Right-of-Way generally running east-west located connecting Prince Crossing Road and the Meadowview Crossing subdivision, which is legally described in Exhibit “A”, attached hereto and incorporated herein by reference (the “Licensed Premises”).
- B. Licensee desires to use the Licensed Premises for the installation, construction, location, operation, and maintenance of a sanitary sewer system, including sewer main and appurtenances to provide sanitary sewer service to the Cascade Drive-In Theater property located at 1100 E. North Avenue (“Cascade Property”). The sanitary sewer system to be constructed at Licensee’s sole cost and expense will include a lift station located on the Cascade Property and the sewer main and appurtenances located in the Licensed Premises (“Sanitary Sewer System”) so that Licensee can provide sanitary sewer service to the Cascade Property subject to the terms and conditions of this License Agreement.

NOW THEREFORE, for and in consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. The foregoing Recitals are incorporated as if fully set forth herein.

2. Subject to the terms and conditions of this License Agreement, Licensor hereby grants Licensee, a non-exclusive license for use of the Licensed Premises for the purpose of installation, construction, location, operation, and maintenance of a sanitary sewer main and associated appurtenances and equipment, as more fully depicted in Exhibit "B" (hereinafter, the "Facilities"), attached hereto and incorporated herein by reference. Licensor also grants Licensee a non-exclusive license for ingress and egress to and from the Licensed Premises, for the purpose of maintaining the Facilities. Licensee shall be solely responsible for securing the necessary permits from any Federal, State, or local agencies and shall be solely responsible for the costs of same. The Licensee will apply for any necessary permits for construction within the Licensed Premises, and the Licensor shall cooperate in securing any necessary permits. Licensee shall secure the necessary permits to perform the work contemplated hereunder from the Licensor. Licensee agrees to provide the City Administrator of the City of West Chicago ("City Administrator") seventy-two (72) hours-notice prior to commencing any work under this License Agreement. In the event that emergency repairs are necessary for Licensee's Facilities, Licensee shall immediately notify the Licensor, in writing, of the need for such repairs. Licensee may immediately initiate such emergency repairs and shall apply for appropriate permits the next business day following discovery of the emergency. Licensee must comply with all Ordinance provisions relating to such excavations or construction, including the payment of permits or license fees.

3. Term. The term of this License Agreement (the "Term") shall be twenty (20) years, commencing _____, 2021 and terminating _____, 2041. This term shall automatically be renewed for an additional twenty (20) year term at the expiration of each term unless Licensee is in default under this Agreement or Licensee has abandoned the Facilities or otherwise vacated the Licensed Premises.

4. Reimbursement of Permit Review and Inspection Fees. Licensee agrees to reimburse the Licensor for direct costs involved in any permit review and any applicable inspections of work performed within the Licensed Premises.

5. Taxes. Licensee acknowledges that the Licensed Premises is exempt from real estate taxes, and that to the extent the County Assessor or State Department of Revenue, or any other authority with the power to do so, would attempt to assess any license or property tax as a result of the use authorized by this License Agreement, Licensee will assist Licensor in defending against any such action and if not successful, will pay any such tax as is finally determined.

6. No Lease. The Parties agree that this License Agreement confers upon the Licensee only a license and right to use the Licensed Premises upon the terms set forth herein, and that nothing contained herein is intended to confer upon the Licensee a leasehold interest in the Licensed Premises or any portion thereof. In the event of default by the Licensee, the Licensor shall not be obligated to bring a forcible entry and detainer action to terminate Licensee's rights hereunder, provided termination of Licensee's rights hereunder is available to Licensor as a remedy.

7. Default. In the event of the failure of any Party to perform any or all of its duties and obligations under the terms and conditions of this License Agreement, including payment of the license fees and the costs hereunder, the other Party shall notify the defaulting Party of such default in writing, and the defaulting Party shall have ninety (90) days from the receipt of such notice to cure the default. In the event said default is not cured within said cure period, or in the event of repeated defaults, the non-defaulting Party shall be entitled to all remedies available at law and/or equity to enforce its rights under this License Agreement and shall be entitled to recover its costs in bringing such suit, including its reasonable attorney's fees.

8. General Insurance Provisions.

- A. Evidence of Insurance – Licensee shall procure, maintain and keep in effect throughout the Term a policy or policies of commercial general liability insurance with limits of not less than \$1,000,000 for each occurrence (the “Insurance Coverage”). The limit can be satisfied by a combination of primary and umbrella/excess liability insurance. Prior to the commencement of the Term, Licensee agrees to cause said Certificate of Insurance to be amended to reflect that it is the insured, and that the Licensor and the Licensor’s officers, members and employees are each primary, non-contributory additional insureds on said policy, but for the negligent acts and omissions of Licensee and for whom Licensee is responsible.
- B. Prior to execution of this License Agreement, Licensee shall furnish the Licensor with the above-described Certificate of Insurance, and applicable policy endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.
- C. Failure of the Licensor to demand such certificate, endorsement, or other evidence of full compliance with these insurance requirements or failure of the Licensor to identify a deficiency from evidence that is provided shall not be construed as a waiver of any insurance obligations herein.
- D. The Licensor shall have the right, but not the obligation, of prohibiting the Licensee from using or occupying the Licensed Premises until such Certificates of Insurance are received by the Licensor.
- E. All Certificates of Insurance required herein shall also state that no cancellation of the insurance shall become effective until the expiration of thirty (30) days written notice thereof shall have been given by the insurance company to the Licensor via first class mail.
- F. With respect to liabilities of Licensee arising from this Agreement, all coverages required herein shall be primary insurance as respect the Licensor. Any insurance or self-insurance maintained by the Licensor, its officials, officers, employees, volunteers, and agents shall be in excess of insurance maintained by the Licensee and shall not contribute with said coverages/insurance.

- G. The Licensee agrees that all policies and/or coverages required by its contractors shall contain a “contractual liability” clause.
- H. Acceptability of Insurers – The Licensee shall require its contractors to be insured by insurance companies which obtain a rating from A.M. Best, that rating should be no less than A-VII using the most recent edition of the A.M. Best’s Key Rating Guide. All insurance required herein shall be placed with insurers licensed to do business in the State of Illinois and licensed by the Illinois Department of Insurance.

9. Renewal of License and Abandonment of Facilities. The plan and manner of execution or operation shall meet the approval of and be done to the satisfaction of the City Administrator or his authorized representative. Licensee shall own the Facilities and the lift station located on the Cascade Property. Any and all of the aforesaid Facilities shall be maintained by the Licensee at Licensee’s sole expense. If the Licensee wishes to abandon use of its Facilities under or pursuant to the License Agreement, or upon cancellation, revocation or termination of the privilege herein granted, Licensee shall notify Licensor and may permanently abandon the Facilities in place, subject to Licensor’s approval, which shall not be unreasonably withheld, conditioned, or delayed.

10. Termination of License Agreement. Licensor shall not terminate the License Agreement without good cause unless: i) Licensee is in default and has failed to cure the default; ii) Licensee has abandoned the Facilities in accordance with the terms of this License Agreement; or iii) Licensee has ceased permitted operations on the Cascade Property for a period of three years.

11. Protection of Vegetation. It is further agreed that no trees, or shrubs, shall be cut, trimmed or removed nor shall any building or utilities of the Licensor be disturbed without the written permission of the City Administrator or his authorized representative, whose permission shall not be unreasonably withheld, conditioned, or delayed.

12. Construction/Restoration of Property. The Licensee agrees that the installation of the Facilities will be performed without any trenching or open trenching, except as set forth in this License Agreement or as may otherwise be permitted by the City engineer. Said construction, installation and maintenance shall utilize directional bore installation under any City streets, parkways and right-of-way areas where necessary. All movement and storage of equipment and materials shall be confined to the area designated by the City Administrator or his authorized representative. All surplus excavated material shall be disposed of off the Licensed Premises. All trees, stumps, and other debris resulting from construction operations shall be disposed of off the Licensed Premises. Within thirty (30) days after construction operations have been completed, all areas disturbed by construction operations shall be graded and restored to their original contours and conditions. The backfill settlement repair period shall be for one (1) year from date of placing of said backfill, during which time the affected areas shall be maintained by the Contractor in a condition satisfactory to the Licensor.

13. Liability of the Licensor. It is further understood and agreed that the Licensor shall not be liable for any damages or injury to any person or property arising from, growing out of, or incident to the construction, operation, or maintenance of the aforesaid Facilities for which the license is issued, except if such damages or injury are the result of Licensor's own intentional misconduct or negligence.

14. Indemnification. To the fullest extent permitted by law, both Parties shall indemnify and hold harmless the other Party and its officers, officials, employees, volunteers, trustees, beneficiaries, members, managers, and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (reasonable attorney and paralegal fees and court costs), arising from or in any way connected with (i) any act, omission, wrongful act or negligence of either Party or any of its officers, officials, employees, volunteers, trustees, beneficiaries, members, managers, and agents, contractors, subcontractors, vendors, or of anyone acting on behalf of the other Party; and (ii) any accident, injury, death or damage whatsoever occurring, growing out of incident to, or resulting directly or indirectly from either Party's use of the Subject Property. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any Party or person described in this paragraph. Either Party's indemnity obligations hereunder shall not apply to any injuries, claims, demands, judgments, damages, losses, or expenses arising out of or resulting from the negligence, misconduct, or breach of this section by the other Party, its officers, officials, employees, volunteers, trustees, beneficiaries, members, managers, agents, or representatives. In no event shall either Party be entitled to damages for lost profits, lost opportunity, or lost income arising from either Party's performance under this License.

This License Agreement is entered into for the sole benefit of the Parties hereto, and nothing in this License Agreement shall be construed as either expressly or indirectly extending, establishing, or acknowledging any rights or obligations in favor of third persons who are not signatures or beneficiaries to this License Agreement.

15. Supervision. The Licensee assumes and exercises full responsibility for the supervision of its employees, contractors, sub-contractors, suppliers, vendors, and/or agents during the term of this License Agreement. This paragraph is inserted solely for the benefit of the contracting Parties, and is not intended to establish, impose, or acknowledge any duty to supervise as to third parties.

16. Notice. All notices required shall be in writing and shall be given in the following manner:

- A. By personal delivery of such notice; or
- B. By mailing of such notice to the addresses recited herein by certified mail, postage pre-paid, return receipt requested. Except as otherwise provided herein, notice served by certified mail, shall be effective on the date of mailing; or
- C. By sending facsimile or email transmission. Notice shall be effective as of date and time of facsimile or email transmission, provided that the notice transmitted shall be

sent on business days during business hours (9:00 A.M. to 4:30 P.M. Chicago time). In the event facsimile or email notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission; or

- D. By depositing such notice with a nationally recognized overnight courier. Notice shall be effective upon being deposited with the overnight courier.

Any Party shall have the right to designate any other address for notice purposes by written notice to the other Party or his attorney in the manner aforesaid.

The addresses of the Parties are as follows:

<p>If to Licensee: Chicago Title Land Company, as Trustee of Trust Number 8002380575 c/o Apercen Partners, LLC 625 N. Michigan Avenue, Suite 650 Chicago, IL 60611</p>	<p>If to Licensor: Michael Guttman, City Administrator City of West Chicago 475 Main Street West Chicago, IL 60185 FAX: (630) 293-3028 mguttman@westchicago.org</p>
<p>With a required copy to: Russell G. Whitaker, III Rosanova & Whitaker, Ltd. 127 Aurora Avenue Naperville, IL 60540 russ@rw-attorneys.com FAX: (630) 352-3610</p>	<p>With a required copy to: Patrick K. Bond, Esq. Bond, Dickson & Conway 400 South Knoll Street, Unit C Wheaton, IL 60187-4557</p>

17. Prohibited Uses and Activities. The Parties agree to keep the Licensed Premises in a clean, safe, and sanitary condition. The Licensee further agrees that it shall abide by any and all applicable laws, ordinances, statutes and regulations of the County, the State of Illinois and the United States of America and enforcement and regulatory agencies thereof, which regulate or control the Licensee's use of the Licensed Premises and/or Facilities.

18. Licensed Premises Disclaimer. The Licensee expressly acknowledges that the Licensor has made no representations or warranties, express or implied, as to the adequacy, fitness or condition of the Licensed Premises for the purposes set forth herein, or for any other purpose or use, express or implied, by the Licensee. ALL IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY AND HABITABILITY ARE HEREBY EXCLUDED. The Licensee accepts use of the Licensed Premises and any improvements thereon in "AS-IS" condition and "WITH ALL FAULTS". The Licensee acknowledges that it has inspected the Licensed Premises and has satisfied itself as to the adequacy, fitness, and condition thereof.

19. Right to Relocate. If during the term of the License Agreement, the Licensor is required to perform any work on Licensed Premises, including but not limited to, improvements or reconstruction, or for any other reason, and in the reasonable judgment of Licensor such work necessitates relocation of the Licensee's Facilities, the Licensee shall be solely responsible for relocating the Facilities thereon and shall be solely responsible for any and all costs associated therewith, except as provided by law where a third party may be responsible for the cost of such relocation, including, but not limited to situations of eminent domain, airport improvement, urban renewal, and/or public transportation projects. In the event Licensee is required to relocate its Facilities due to the construction of a public improvement, Licensor shall provide Licensee with notice at least one hundred twenty (120) days prior to any required action of Licensee to relocate its Facilities. Licensor shall cooperate with the Licensee to identify and approve alternative routing and construction methods for the relocation of its Facilities in the least disruptive and least costly manner possible. Said relocation shall be fully completed within one hundred eighty (180) days from the date of receipt of the Notice accompanied by a preliminary engineering design plan. In the event said relocation is delayed due to the fault of a third party, Licensee shall make a written request for an extension for the completion of said relocation. Provided Licensee uses all commercially reasonable measures to relocate the Facilities, the Licensor's approval shall not be unreasonably withheld, conditioned, or delayed.

20. Right to Enter. The Licensor reserves the right to enter upon and repair any or all damage to areas surrounding the Licensed Premises, and if such damage is caused by Licensee, then the actual, reasonable, and documented cost of such repair will be the responsibility of Licensee.

21. Miscellaneous.

A. The Parties agree that no change or modification to this License Agreement, or any exhibits or attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both Parties, and attached to and made a part of this License Agreement.

B. The Parties agree that the titles of the items of this License Agreement, hereinabove set forth, are for convenience of identification only and shall not be considered for any other purpose.

C. The Parties agree that if any provision of this License Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the purposes, terms, and requirements of applicable law.

D. This License Agreement shall be construed, governed, and enforced according to the laws of the State of Illinois and any action to enforce this License Agreement may be brought in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

LICENSEE, Chicago Title Land Company, as Trustee under the provisions of a certain Trust Agreement dated April 9, 2019 and known as Trust Number 8002380575,

By: East North Avenue, LLC, the holder of the beneficial interest

By: Apercen Partners, LLC, its Manager

By: _____
William Hartwig, Manager

LICENSOR, City of West Chicago

By: _____
Ruben Pineda, Mayor
City of West Chicago

Attest:

By: _____
Nancy R. Smith, City Clerk
City of West Chicago

EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT "B"
FACILITIES PLAN

EXHIBIT "C"
CERTIFICATE OF INSURANCE

CITY OF WEST CHICAGO

CITY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:

Extension of Ride DuPage Transportation Program

Resolution No. 21-R-0030

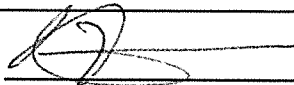
AGENDA ITEM NUMBER: 8.D.

FILE NUMBER: _____

COMMITTEE AGENDA DATE:

COUNCIL AGENDA DATE: May 3, 2021

STAFF REVIEW: Tom Dabareiner AICP

SIGNATURE 

APPROVED BY CITY ADMINISTRATOR: Michael
Guttman

SIGNATURE _____

In April of 2019, the City Council executed an Intergovernmental Agreement with Pace Bus for a one-year pilot paratransit program known as Ride DuPage. The program began on April 25, 2019. In May of 2020, the City Council approved a one-year extension to the program. A three-year extension to the program is proposed between the City and Pace Bus to continue Ride DuPage within West Chicago, which will expire April 24, 2024.

Ride DuPage enhanced the existing transportation program that was previously offered only through Winfield Township by increasing the travel boundaries and expanding the hours of service. Ride DuPage provides paratransit services for disabled residents and those 65 years and older. Since the program began in 2019, 36 residents have registered with the program with 117 trips having occurred.

ACTION PROPOSED:

Consideration of the Intergovernmental Agreement with Pace Bus to continue the Ride DuPage paratransit program until April 24, 2024.

COMMITTEE RECOMMENDATION:

In the interest of providing uninterrupted paratransit service, this item is being sent directly to the City Council for action.

ATTACHMENTS:

Draft Resolution

Draft IGA

RESOLUTION NO. 21-R-0030

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WEST CHICAGO AND PACE, THE SUBURBAN BUS DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute and the City Clerk is authorized to attest a certain Intergovernmental Agreement between the City of West Chicago and Pace, the Suburban Bus Division of the Regional Transportation Authority, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 3rd day of May, 2021.

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

Attest: _____
City Clerk Nancy M. Smith

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (“Agreement”) is made between the City of West Chicago, an Illinois body corporate and politic (“CITY”), and Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation (“PACE”). CITY and PACE are sometimes individually referred to herein as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, the CITY and PACE are public agencies and governmental units within the meaning of the Illinois Governmental Cooperation Act, (5 ILCS 220/1, *et seq.*) and are authorized by Article 7, Section 10 of the Constitution of the State of Illinois to cooperate, contract, and otherwise associate for public purposes; and

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article 7 of the Constitution of the State of Illinois includes fostering cooperation among governmental bodies; and

WHEREAS, the CITY is a member of the Inter-Agency Paratransit Coordinating Council (IAPCC), an association of governments, non-profit agencies, and citizen representatives that has been working since 1995 to improve paratransit services in DuPage County, Illinois; and IAPCC asked DuPage County to serve as the lead agency and has implemented the *Ride DuPage Coordinated Transportation Service*, hereinafter referred to as the PROJECT; and

WHEREAS, the IAPCC has branded the coordinated paratransit services provided by the PROJECT as “Ride DuPage”; and

WHEREAS, the CITY finds it necessary and desirable to contract for the services of a Coordinator who shall be responsible for the operation of the PROJECT; and

WHEREAS, PACE is in the business of public transportation, has the necessary expertise, and is willing to provide the services of a Coordinator as described herein; and

WHEREAS, the Parties wish to cooperate in promoting and encouraging the use of public transportation by improving the availability of paratransit services to DuPage County residents with disabilities, who are elderly, or otherwise have limited access to conventional modes of transportation; and

WHEREAS, the current Sponsors participating in the PROJECT are Naperville Township, Lisle Township, Milton Township, Addison Township, City of Naperville, Village of Glen Ellyn, City of Wheaton, Village of Bensenville, City of Elmhurst and DuPage County, as lead agency and upon execution of this Agreement, the participating Sponsors shall include Winfield Township, City of West Chicago and City of Warrenville; and

WHEREAS, the IAPCC has designated an Operations Committee for the PROJECT consisting of the Supervisors/Managers of the aforementioned Townships and Cities or Villages; and

WHEREAS, the Parties desire to enter into this Agreement to memorialize the roles and responsibilities of the Parties in operating and implementing the PROJECT; and

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth, the Parties agree as follows:

1.0 PROJECT DESCRIPTION.

- 1.1 PACE shall operate the PROJECT for the provision of Paratransit services to residents of the aforementioned Townships, Cities, and Villages in DuPage County who are determined to be eligible and registered for the services.
- 1.2 PACE shall give due consideration to the recommendations and policies of the CITY in implementing and operating the PROJECT.
- 1.3 PACE shall implement Paratransit service as described in Exhibit A and Exhibit B attached hereto.

2.0 DEFINITIONS.

For the purposes of this Agreement, the following definitions shall apply:

- 2.1 Administrative policies and/or procedures means policies and procedures required to operate the PROJECT day-to-day operations, including, but not limited to dispatching, scheduling, reporting, billing, and other policies and procedures which may be required to operate the PROJECT.
- 2.2 Carrier means a public or private entity providing passenger transportation for the PROJECT on a regular and continuing basis.
- 2.3 Eligible Rider means any person who registers and is deemed eligible by one of the Sponsors for participation in the PROJECT.
- 2.4 Eligible Trip means Paratransit transportation taken by an Eligible Rider to a destination approved by the Sponsors and acceptable to the CITY and PACE.
- 2.5 Mobility Management/Call Center Services means the performance of call taking and all or any part of functions that may include but not limited to service monitoring, passenger trip reservations, trip scheduling, dispatching, facilitation of all carriers, passenger registration, travel planning, service coordination and travel information.

- 2.6 Operating Cost means Operating Deficit, minus the PACE Contribution, if applicable.
- 2.7 Operating Deficit means the total Operating Expense minus the fare revenue.
- 2.8 Operating Expense means the total cost incurred by PACE to operate the PROJECT but does not include the cost incurred by PACE to operate the Mobility Management/Call Center Services on behalf of the CITY.
- 2.9 Operations Committee means the representatives of Naperville Township, Lisle Township, Milton Township, Addison Township, City of Naperville, Village of Glen Ellyn, City of Wheaton, Village of Bensenville, City of Elmhurst, and DuPage County, as lead agency. Upon execution of this Agreement the Operations Committee shall include Winfield Township, City of West Chicago and City of Warrenville.
- 2.10 PACE Contribution means the PACE budgeted annual subsidy for the PROJECT.
- 2.11 Paratransit service means the provision of demand responsive transportation by a Carrier.
- 2.12 Sponsor means a unit of local government or an agency that will participate in the PROJECT providing Paratransit services to its Eligible Riders.

3.0 FUNDING.

- 3.1 PACE shall invoice the CITY monthly for the CITY share of the PROJECT Operating Cost of service and a portion of the Mobility Management/Call Center Cost. Each invoice shall summarize the services delivered and shall be submitted in a format mutually agreed to by the Parties and shall request reimbursement for hours and itemized costs required to complete those services. Invoices for the work performed under this Agreement shall be subject to review by the CITY. Invoices billed by PACE for services to operate the PROJECT shall be reimbursed to PACE at the rates agreed to in the contracts with Carriers and the Mobility Management/Call Center Services contractor.
- 3.2 Upon receipt, review, and approval of properly documented invoices, the CITY shall pay, or cause to be paid, to PACE, the amounts invoiced. The CITY may not deny a properly documented claim for compensation, in whole or in part, without cause. The CITY shall not be required to pay PACE more often than monthly.

Upon receipt, review and acceptance of all deliverables specified in this Agreement, final payment shall be made to PACE, in accordance with the Illinois Prompt Payment Act. Payment shall be sent to:

Pace, the Suburban Bus Division of the RTA
550 W. Algonquin Road
Arlington Heights, IL 60005
Attn: Accounts Payable

4.0 RESPONSIBILITIES OF THE PARTIES

- 4.1 PACE and CITY shall review and consider the administrative policies and/or procedures developed and recommended for the PROJECT by the Operations Committee. Any administrative policies and/or procedures recommended by the Operations Committee shall be subject to approval and adoption by DuPage County and PACE.
- 4.2 PACE and the CITY shall review this Agreement at least semi-annually.
- 4.3 The CITY shall be responsible for the implementation and oversight of the Administrative Policies and/or Procedures that have been reviewed, approved, and adopted by DuPage County and PACE.
- 4.4 The CITY shall be responsible for the execution and maintenance of any necessary agreements with the PROJECT Sponsors to provide transportation services as described in Exhibit A and Exhibit B, as well as adherence to PROJECT Administrative Policies and/or Procedures as determined by the DuPage County and PACE.
- 4.5 PACE shall review and consider service parameters developed and recommended for the PROJECT by the various Sponsors, including but not limited to service boundaries, rider eligibility, fare structure, days and hours of service, related to an Eligible Rider's compliance with guidelines for usage. However, any service parameters developed by the PROJECT Sponsors shall be subject to approval and adoption by DuPage County and PACE.
- 4.6 PACE shall contract with multiple Carriers for the delivery of Paratransit Services and central Call Center services. Said carriers shall be subcontractors responsible to PACE. CITY shall have no liability for the actions or omissions of any third-party service providers affiliated in any way with the PROJECT.
- 4.7 PACE shall review and consider any service standards developed by the Operations Committee. However, PACE shall, while allowing for sponsor-specific service standards, work in cooperation with DuPage County, to establish consistent service standards applicable to the PROJECT, subject to the approval of DuPage County and PACE.

- 4.8 PACE shall have the right to make minor revisions to the service standards upon written notification to, and concurrence by, DuPage County.
- 4.9 PACE shall be responsible for performance of the day-to-day operations of the PROJECT and shall enter into contracts with Carriers for the delivery of Paratransit Services and Call Center Services including but not limited to booking reservations, trip scheduling and dispatch services.
- 4.10 PACE shall be responsible for submitting to the CITY, invoices and a monthly report containing the cost of services related to the operation and management of the PROJECT that have been provided by PACE directly or through Carriers within sixty (60) days following the end of each month of service.
- 4.11 Within the approved budget, PACE agrees to maintain appropriate PACE employees, Carriers, and any subcontractor staffing required to perform all necessary operating and administrative functions.
- 4.12 PACE may limit the hours available for the scheduling of trip requests and dispatching of vehicles. Determination of the hours and days of service for PACE funded services provided to satisfy federal and/or state ADA guidelines shall not require the approval of the CITY or DuPage County.
- 4.13 PACE subcontractor dispatch personnel shall be available during all hours in which a vehicle transporting an Eligible Rider is in service.
- 4.14 PACE shall supply the CITY with data relative to the quantity, quality, and cost of services provided by PACE and its contracted Carriers within 45 days following the end of each month.
- 4.15 PACE shall provide a standardized monthly report to the CITY as described in Exhibit C attached hereto.
- 4.16 Although PACE shall not be responsible for any failure to provide service due to circumstances beyond its control, PACE shall be responsible for making every reasonable effort to restore service as soon as practical under the circumstances.
- 4.17 PACE shall be responsible for requiring that all vehicle operators employed by Carriers providing services pursuant to this Agreement possess a valid Illinois driver's license appropriate to the vehicle being operated and that they meet the minimum requirements for the operation of passenger transportation as mandated by Federal regulations, the State of Illinois and all other applicable laws or regulations. PACE and all Carriers shall agree that any and all operator licenses and licenses required of the operating Carrier by State, local, and/or regulating authorities shall be maintained in good standing at all times during the Term of this Agreement.

- 4.18 Upon request, the CITY shall be entitled to have access to the records maintained by PACE with respect to this Agreement.
- 4.19 The Mobility Management/Call Center Services are performed for other entities in addition to the CITY.
- 4.20 The Parties shall cooperate to ensure that no person shall be denied the opportunity to participate in nor be subjected to discrimination in the conduct of this service because of race, creed, color, age, sex, national origin, nor the presence of any sensory, mental or physical disability, nor in any manner contrary to applicable local ordinance, State and Federal laws and regulations, including Title VI of the Civil Rights Act of 1964; Title 49, Code of Federal Regulations, Part 21 - Nondiscrimination in Federally Assisted PROJECT of the Department of Transportation.
- 4.21 PACE shall require Carriers to obtain and maintain insurance coverage; provide evidence of all insurance coverage required by PACE; and provide PACE with certificates of insurance. PACE shall provide the Sponsor with a copy of the certificates of insurance upon request from the Sponsor.

5.0 GOVERNMENT REGULATIONS.

- 5.1 The CITY and PACE shall each comply with all applicable local, State and Federal statutes, ordinances and regulations and obtain licenses or permits, or other mandated approvals, now in force, or which may hereafter be in force, pertaining to this Agreement and the PROJECT.
- 5.2 With respect to employees, laborers, contractors, subcontractors and any and all other persons or entities employed, directed or controlled by PACE, and whose services are used in the fulfillment of any this Agreement with the CITY, PACE hereby agrees and promises that it will carry out all necessary actions to insure compliance with the documentation requirements and all other terms, provisions and requirements of the Immigration Reform and Control Act of 1986, as amended, 8 U.S.C. §101 *et seq.*
- 5.3 With respect to any and persons or entities employed, directed or controlled by PACE, and whose services are used pursuant to this Agreement, PACE will insure compliance with the terms, provisions and requirements of the Federal Minimum Wage Act, 29 U.S.C. Sec. 201 *et seq.*, and the Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, as amended.

6.0 INDEMNIFICATION.

PACE shall indemnify, defend, and hold harmless CITY and CITY'S directors, officers, agents, employees, contractors, and subcontractors from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including reasonable attorneys' fees, for personal injury, death, or property damage resulting from Pace's intentional or negligent acts or omissions.

CITY shall indemnify, defend, and hold harmless PACE and PACE's directors, officers, agents, employees, contractors, and subcontractors from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including reasonable attorneys' fees, for personal injury, loss of life, or property damage resulting from CITY'S intentional or negligent acts or omissions.

PACE shall require that its Carriers and/or subcontractors indemnify and defend PACE and the CITY, and their respective officers, employees and elected officials from and against any claims, liability or judgments resulting from the negligence of such Carrier and/or subcontractor.

No Party shall be liable for or be required to indemnify the other Party for claims based upon the intentional or negligent acts or omissions of third persons. Upon written notice by the Party claiming indemnification ("Claimant") to the indemnifying Party ("Indemnitor") regarding any claim which Claimant believes to be covered under this paragraph, Indemnitor shall appear and defend all suits brought upon such claim and shall pay all costs and expenses incidental thereto, but Claimant shall have the right, at Claimant's option and expense, to participate in the defense of any suit, without relieving Indemnitor of Indemnitor's obligations under this paragraph.

7.0 TERM AND TERMINATION.

7.1 The Term of this Agreement shall begin April 25, 2021 and shall continue through April 24, 2024 unless earlier terminated by a Party in accordance with the terms of this Agreement.

7.2 Either Party may terminate this Agreement without cause and without penalty, upon 60 days advance written notice of termination to the other Party.

8.0 MISCELLANEOUS.

8.1 **Headings.** The section headings contained in this Agreement are for reference and convenience only and shall not affect the meaning or interpretation of this Agreement.

- 8.2 **Waiver.** Failure of a Party to exercise any right or pursue any remedy under this Agreement shall not constitute a waiver of that right or remedy.
- 8.3 **Assignment.** No Party shall assign, delegate, or otherwise transfer all or part of its rights and obligations under this Agreement without the prior written consent of the other Party.
- 8.4 **Amendment.** No changes, amendments, or modifications to this Agreement shall be valid unless in writing and signed by the duly authorized signatory of each Party.
- 8.5 **Entire Agreement and Non-reliance.** This Agreement, including the introductory Recitals and any attached exhibits, which are hereby incorporated into and made a part of this Agreement, constitutes the entire agreement between the Parties and supersedes any prior written or oral understandings, agreements, or representations between the Parties that may have related in any way to the subject matter of this Agreement, and no other written or oral warranties, inducements, considerations, promises, representations, or interpretations, which are not expressly addressed in this Agreement, shall be implied or impressed upon this Agreement.

CITY represents and warrants that: (a) CITY has conducted such independent review, investigation, and analysis (financial and otherwise) and obtained such independent legal advice as desired by CITY to evaluate this Agreement and the transaction(s) contemplated by this Agreement; (b) Pace has not made any representations or warranties to CITY with respect this Agreement and the transaction(s) contemplated by this Agreement, except such representations and/or warranties that are specifically and expressly set forth in this Agreement; and (c) CITY has relied only upon such representations and/or warranties by Pace that are specifically and expressly set forth in this Agreement and has not relied upon any other representations or warranties (whether oral or written or express or implied), omissions, or silences by Pace. Without limiting any representations and/or warranties made by Pace that are specifically and expressly set forth in this Agreement, CITY acknowledges that Pace will not have or be subject to any liability to CITY resulting from the distribution to CITY or CITY's use of any information, including any information provided or made available to CITY or any other document or information in any form provided or made available to CITY, in connection with this Agreement and the transaction(s) contemplated by this Agreement.

- 8.6 **Survival.** Any provision of this Agreement that imposes an obligation after termination of this Agreement shall be deemed to survive termination of this Agreement.
- 8.7 **Pace Board Authority.** This Agreement has been properly authorized by the Pace Board of Directors.

- 8.8 **Severability.** If any provision of this Agreement is held invalid or unenforceable by an Illinois court of competent jurisdiction, such provision shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.
- 8.9 **Binding Effect.** This Agreement shall be binding upon the Parties and their respective directors, officers, employees, agents, representatives, successors, and approved assigns.
- 8.10 **Force Majeure.** : A Party shall not be held liable to another Party or be deemed to have breached this Agreement for failure or delay in performing any obligation under this Agreement if the failure or delay is caused by or results from causes beyond the control of the affected Party, including war, fire, flood, other acts of God, civil disturbance, a terrorist act, pandemic, epidemic, or a labor strike or lockout. The affected Party shall promptly notify the other Parties of such force majeure circumstances and the expected duration of the delay and shall promptly undertake all reasonable steps necessary to cure the force majeure circumstances. If a condition of force majeure continues for more than 30 consecutive days, this Agreement may be terminated immediately for convenience at the option of Pace after written notice. Where an event of force majeure occurs after a Party's failure or delay in performance, the breaching Party shall not be released from liability.
- 8.11 **Counterparts and Electronic Signatures.** This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed an original Agreement and all of which when taken together shall constitute one and the same Agreement. This Agreement may be executed through the use of electronic signatures. Electronic signatures and signatures transmitted by facsimile or scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement.
- 8.12 **Governing Law, Jurisdiction, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflicts of law, and the Parties submit to the exclusive jurisdiction and venue of the state courts of DuPage County, Illinois for any dispute arising out of or related to this Agreement.
- 8.13 **Authorization.** The signatories to this Agreement represent and warrant that they have full authority to sign this Agreement on behalf of the Party for whom they sign.
- 8.14 **Notice.** Any notice under this Agreement shall be in writing and shall be given in the following manner:

- (a) by personal delivery (deemed effective as of the date and time of delivery);
- (b) by commercial overnight delivery (deemed effective on the next business day following deposit of the notice with a commercial overnight delivery company);
- (c) registered or certified mail return receipt requested, with proper postage prepaid (deemed effective as of the second business day following deposit of the notice in the U.S. mail); or
- (d) by facsimile with confirmation of transmission (deemed effective as of the date and time of the transmission, except the effective date and time shall be 8:00 a.m. on the next business day after transmission of the notice if transmitted during non-business hours).

Business days are defined as Monday through Friday, excluding federal holidays. Business hours are defined as 8:00 a.m. to 5:00 p.m. Central Standard Time on Monday through Friday, excluding federal holidays. The notice shall be addressed as follows or addressed to such other address as either Party may from time to time specify in writing to the other Party:

If to Pace:

Pace
550 W. Algonquin Road
Arlington Heights, IL 60005
Attn: Executive Director
cc: Melinda J. Metzger

If to City of West Chicago:

City of West Chicago
475 Main Street
West Chicago, IL 60185
Attn: Michael Guttman, City Administrator
cc: John Sterrett

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates below.

CITY OF WEST CHICAGO

PACE

Ruben Pineda

Rocco L. Donahue

Mayor
Print Title

Executive Director
Print Title

Date: _____

Date: _____

EXHIBIT A
SERVICE DESCRIPTION
City of West Chicago- Ride DuPage Sponsor

The Ride DuPage service description or parameters are subject to change and approval by the participating Sponsors, DuPage County, and PACE.

TYPE OF SERVICE	Demand response curb to curb paratransit services will be provided for eligible riders of the CITY, as a participating Sponsor in the Ride DuPage Program.
SERVICE OPERATED BY	PACE will contract with transportation provider(s) (the "Contractor") to provide the service, which is the subject of this Agreement. This includes paratransit service providers and taxi providers.
TRIP RESERVATION METHOD	Monday through Friday: 6:00am to 6:00pm Saturday, Sunday and Holidays: 8:00am to 5:00pm Reservations shall be accepted at the PACE call center maximum of seven (7) days in advance and a minimum of one 1 day in advance of the day of service. Trips requested on the same day of service may be accommodated if the day's schedule allows. Subscription service is allowable, as defined by PACE Suburban Bus. Passengers are to contact the CITY to apply for subscription service.
SERVICE AREA	DuPage County and the surrounding areas
SERVICE HOURS	7 days a week, 24 hours a day including holidays Whenever possible, pick-up times are negotiated to optimize the efficiency of daily routes.
ONE-WAY FARE	\$2.00 to load vehicle and \$1.00 for every mile thereafter Personal Care Attendant (PCA) or Companions: Registered riders are allowed one PCA or travel companion at no additional charge. Additional PCA or companions are limited to the vehicle capacity and must pay the full applicable fare. This includes children of all ages.
SERVICE CAPACITY	Service demand dictates service capacity. Denials are not allowed for reservations made 1 to 7 days in advance.
RIDER ELIGIBILITY	The participating sponsors of the Ride DuPage Program or their respective designee(s) assigned shall determine rider eligibility. The CITY as a Ride DuPage sponsor will determine the eligibility of rider(s) requesting service.
RIDER REGISTRATION FOR SERVICE	The participating sponsors shall submit registration forms to the PACE call center through a designated e-mail box. PACE shall enter registrations within three to five business days. PACE shall maintain a database of registered riders. Riders must be registered for service.

EXHIBIT B
SERVICE AREA MAP
City of West Chicago- Ride DuPage Sponsor

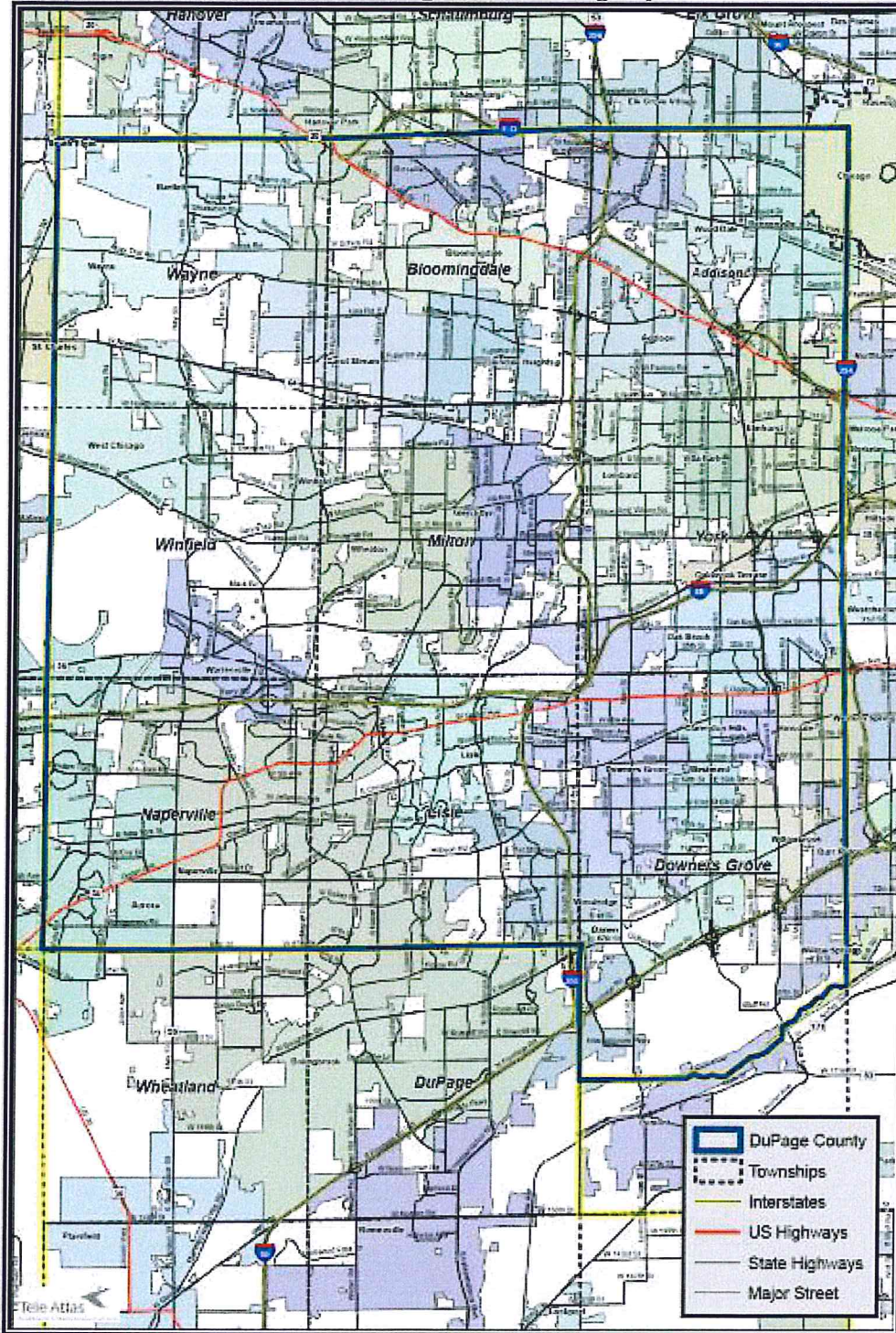


EXHIBIT C

REPORTS DESCRIPTION

The following is a description of the reports available for the Ride DuPage Program.

1. **Detailed Funding Source (Sponsor) Report/Detailed Provider Report**

This report is a detailed listing of one-way trips delivered for each Ride DuPage funding source (Sponsor) for a specified period of time. Data provided for each trip will include associated trip data such as rider name, scheduled pick-up time, actual pick-up time, point of origin address, destination address, funding sources (Sponsors), total cost of the trip, fare for the trip, distance of the trip, and revenue hours (if applicable). The report period is generally monthly, but the report is intended to have the flexibility to produce data for shorter or longer periods as specified by the user.

2. **Monthly Funding Source (Sponsor) Invoice Report**

This report is a summary of trips delivered for each funding source (Sponsor) for the purpose of generating an invoice type report which may be used to bill funding sources for transportation provided. The report is generally monthly, but the report is intended to have the flexibility to produce data for shorter or longer periods as specified by the user.

Data provided for each trip will include associated trip data necessary to provide an accounting of the amount owed by each funding source for the specified period, such as the number of one-way trips by fare type, total cost of the trips, total expected fare, liquidated damages deducted, and the total net reimbursement.

3. **Missed Trip Report**

This report produces a list of all trips picked up 61 or more minutes after the scheduled time. Sufficient detail will be provided to identify the trip and to give the user the necessary information for review.

4. **On-Time Performance Report**

This report (late pickups) produces a list of all trips picked up 16 or more minutes late. Sufficient detail will be provided to identify the trip and to give the report user the necessary information for review.

5. **Ridership by Category Report**

This report is a summary, by funding source, indicating trips by fare type, late trips, missed trips, revenue hours, denials, and miles.

6. **Client Trip List Report**

This report is a detailed listing, alphabetically by rider last name, of all trips provided during the specified period. Data included for each trip is rider name, pick-up address, drop-off address, fare type, and funding source.

NOTE: Pace, in its sole discretion, may design additional reports, as needed.

CITY OF WEST CHICAGO

CITY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 21-R-0031 – Amusement Tax Rebate Agreement – Cascade Drive-in

AGENDA ITEM NUMBER: 8.E.

FILE NUMBER: _____

COMMITTEE AGENDA DATE: N/A

COUNCIL AGENDA DATE: 5/3/2021

STAFF REVIEW:

SIGNATURE _____

APPROVED BY CITY ADMINISTRATOR:

SIGNATURE _____

ITEM SUMMARY:

In an effort to do whatever legally possible can be done to assist the owner/operator of the Cascade Drive-in to reopen, staff suggests rebating the amusement tax paid to the City, which based upon history, is less than \$20,000. We are not receiving it presently, so the impact on the Budget would be minimal.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution No. 21-R-0031.

COMMITTEE RECOMMENDATION:

This item did not go to Committee due to the timing of other needed approvals (also on the agenda) and the fact that there is no impact to the City Budget.

RESOLUTION NO. 21-R-0031

A RESOLUTION AUTHORIZING THE EXECUTION OF
AN AMUSEMENT TAX REBATE AGREEMENT
TO REBATE FUNDS PAYABLE TO THE CITY BY CASCADE DRIVE-IN
PURSUANT TO THE CITY OF WEST CHICAGO AMUSEMENT TAX

WHEREAS, pursuant to the authority granted by the Illinois Municipal Code, 65 ILCS 11-42-5, the City Council of the City of West Chicago ("City") imposes a tax upon all persons engaged in the operation of amusements, and upon persons operating places of amusement within the corporate limits of the City, in an amount equal to two (2) percent of the gross receipts of the amusement establishment, all as set forth in the City's Municipal Code, Article VI; and

WHEREAS, the Cascade Drive-In Theater, located within the corporate limits of the City, is scheduled to reopen, and its operation fits within the definition of an operation of amusements subject to payment of the amusement tax to the City; and

WHEREAS, as an incentive to encourage the reopening of the Cascade Drive In Theater in the City of West Chicago, City Staff has conferred with the Owner/Operator of the Cascade Drive-In Theater relative to the rebate of the amount Cascade Drive-In Theater will, upon opening, pay to the City, pursuant to the Amusement Tax Rebate Agreement, attached hereto and made a part hereof by reference as Exhibit A; and

WHEREAS, the City Council of the City of West Chicago has reviewed the terms of the Amusement Tax Rebate Agreement and has determined that it is reasonable and in the best interest for the City to rebate to the owners and operators of the Cascade Drive In the funds generated by imposition of the amusement tax in accordance with the terms stated therein.

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 forth above are incorporated herein and made a part hereof.

SECTION 2: The City Council hereby authorizes the Mayor to execute on behalf of the City of West Chicago the Amusement Tax Rebate Agreement attached hereto and incorporated herein as Exhibit "A" and the City Clerk to attest to said signature thereto.

SECTION 3: The City Administrator shall take all steps necessary to ensure that the Amusement Tax is properly collected and subsequently rebated during the term of the Amusement Tax Rebate Agreement.

SECTION 4: All ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 5: This Resolution shall be published as provided for by law.

SECTION 6: This Resolution and the Amended Rules and Regulations shall be in full force and effect from and after their adoption, approval and publication as provided by law.

APPROVED this 3rd day of May, 2021..

AYES: _____

NAYS: _____

ABSTAIN: _____

APPROVED as to form: _____
City Attorney

APPROVED this 3rd day of May, 2021.

Mayor Ruben Pineda

ATTEST:

Nancy M. Smith, City Clerk

PUBLISHED: May 4, 2021

EXHIBIT A
AMUSEMENT TAX REBATE AGREEMENT

AMUSEMENT TAX REBATE AGREEMENT
BETWEEN THE CITY OF WEST CHICAGO AND CHICAGO TITLE
LAND COMPANY, AS TRUSTEE UNDER THE PROVISIONS OF A CERTAIN TRUST
AGREEMENT DATED APRIL 9, 2019 AND KNOWN AS TRUST NUMBER 8002380575

This Amusement Tax Rebate Agreement (the “Rebate Agreement”) is entered into this ___ day of May, 2021, by and between the City of West Chicago, an Illinois municipal corporation, 475 Main Street, West Chicago, Illinois 60185 (“City”) and Chicago Title Land Company, as Trustee under the provisions of a certain Trust Agreement dated April 9, 2019 and known as Trust Number 8002380575 by East North Avenue, LLC, the holder of the beneficial interest of the trust, by Apercen Partners, LLC, its manager, by William Hartwig, its manager, 625 N. Michigan Avenue, Suite 650, Chicago, Illinois 60611 (“Owner/Operator”) (individually a “Party”, collectively, the “Parties”).

RECITALS:

- A. Owner/Operator owns property located at 1100 E. North Avenue, within the corporate limits of the City of West Chicago, at which it intends to reopen and operate an outdoor drive in movie theater commonly known as the Cascade Drive-In Theater (“Cascade”); and
- B. Pursuant to the authority granted by the Illinois Municipal Code, 65 ILCS 11-42-5, the City Council of the City of West Chicago (“City”) has approved the imposition of a tax upon all persons engaged in the operation of amusements, and upon persons operating places of amusement within the corporate limits of the City, in an amount equal to two (2) percent of the gross receipts of the amusement establishment (“Amusement Tax”), all as set forth in the City’s Municipal Code, Article VI. Amusement Tax; and
- C. Upon the reopening of the Cascade, the Owner/Operator is subject to the requirement of payment of the Amusement Tax pursuant to the provisions set forth in the City’s Municipal Code, Article VI; and
- D. To facilitate the reopening of the Cascade in the City, the City Council of the City and City staff have worked closely with the Owner/Operator of the Cascade; and
- E. The Owner/Operator acknowledges that the City Council of the City and City staff have been extraordinary partners in working creatively and expeditiously to assist in the reopening of the Cascade; and
- F. Among the incentives the City Council of the City has considered and suggested to the Owner/Operator is the rebate of the Amusement Tax amount the Cascade will, upon opening, pay to the City for the first ten (10) years of its operation, subject to the terms and conditions set forth hereinbelow.

NOW THEREFORE, for and in consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. The foregoing Recitals are incorporated as if fully set forth herein.
2. Upon opening Cascade, the Owner/Operator shall pay to the City the tax as set forth in Article VI, Sections 16-62 and 16-64 (as may be subsequently amended).
3. For the first ten (10) calendar years that the Cascade is open, the City shall rebate to the Owner/Operator sums it has received in monthly Amusement Tax collections, with said rebate to occur no later than April 1 of each calendar year following payment and after the Owner/Operator has provided an invoice for the amount matching the prior year's taxes paid to the City. Upon written agreement of the Parties hereto, this Agreement may be extended for a period of years not to exceed ten (10) years.
4. This Agreement may not be assigned by Owner/Operator without the prior written authorization of the City Council of the City of West Chicago.
5. This Agreement shall not be, and is not intended to, waive the requirement of payment of the Amusement Tax to the City, or of any term set forth in Article VI. Failure to pay the tax as required will subject the Owner/Operator to the penalties set forth therein.
6. No change or modification to this Agreement shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both Parties, and attached to and made a part of this Agreement.
7. The Parties agree that if any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the purposes, terms, and requirements of applicable law.
8. The Parties hereto acknowledge and affirm that the individuals executing this Agreement on behalf of his respective entity possess the required legal authority to bind said entity and that all necessary corporate action required to approve and enter into said Agreement has been duly and properly taken.
9. This Agreement incorporates the full and complete understanding of the Parties to the exclusion of any terms or provisions not expressly set forth herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals this _____ day of _____, 2021

**Chicago Title Land Company,
as Trustee under the provisions of a certain
Trust Agreement dated April 9, 2019 and
known as Trust Number 8002380575,**

City of West Chicago

By: East North Avenue, LLC, the holder
of the beneficial interest

By: _____
Ruben Pineda, Mayor

By: Apercen Partners, LLC, its Manager

By: _____
William Hartwig, Manager

Attest: _____
City Clerk