

# CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

**CITY COUNCIL MEETING  
TUESDAY, JULY 6, 2021 - 7:00 P.M.<sup>1</sup>  
475 MAIN STREET, WEST CHICAGO, ILLINOIS**

## **REVISED 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.**

- 6. City Council Meeting Minutes of June 21, 2021**
- 7. Corporate Disbursement Report  
- July 6, 2021 (\$583,336.81)**

475 Main Street  
West Chicago, Illinois  
60185

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

Ruben Pineda  
MAYOR  
Nancy M. Smith  
CITY CLERK

Michael L. Guttman  
CITY ADMINISTRATOR

<sup>1</sup> Corrected meeting day.

**8. Consent Agenda**

- **Infrastructure Committee:**
  - A. **Ordinance No. 21-O-0017 – An Ordinance Authorizing the Disposal or Sale of Surplus Equipment, Stock Inventory, and/or Personal Property Owned by the City of West Chicago.**
  - B. **Resolution No. 21-R-0051 – A Resolution Authorizing the Mayor to Execute a Contract Agreement with Schroeder Asphalt Services, Inc. for Services Related to the Commerce Drive Reconstruction Project (for an amount not to exceed \$639,792.12).**
  - C. **Resolution No. 21-R-0052 – A Resolution Authorizing the Mayor to Execute a Contract Agreement with Schroeder & Schroeder, Inc. for Services Related to the 2021 Sidewalk and Curb Maintenance Program (for an amount not to exceed \$135,620.00).**
- **Public Affairs Committee:**
  - D. **Approve the Fireworks at Reed-Kepler Park Scheduled for Saturday, August 14, 2021.**
  - E. **Approve the Healthy West Chicago 5K Fun Run Scheduled for Saturday, August 21, 2021.**
  - F. **Approve the West Chicago Food Festival Scheduled for Saturday, August 28, 2021.**
  - G. **Approve the West Chicago Community High School District 94 Homecoming Parade Scheduled for Friday, October 1, 2021.**
- **Items Not Sent to Committee:**
  - H. **Resolution No. 21-R-0048 – A Resolution Terminating, In Part, the Continued Declaration of a Local Disaster Emergency in the City of West Chicago Due to the COVID-19 Pandemic.**

- I. **Resolution No. 21-R-0049** – A Resolution Authorizing the Mayor to Execute an Intergovernmental Agreement Between the City of West Chicago, DuPage Airport Authority, West Chicago Library District, West Chicago Fire Protection District, West Chicago Elementary District 33, Community High School District 94 and Discovery Drive Investors II, LLC in Regard to a Property Abatement Relative to the Development of the Discovery Drive Investors II Property.
- J. **Resolution No. 21-R-0050** – A Resolution Authorizing the Mayor to Execute an Economic Incentive Agreement By and Between the City of West Chicago and Discovery Drive Investors II, LLC.
- K. **Resolution No. 21-R-0053** – A Resolution Authorizing the Mayor to Execute the First Amendment to the Land Exchange Agreement with St. Vincent De Paul.

9. **Reports by Committees**

- A. **Resolution No. 21-R-0054** – A Resolution Authorizing the Mayor to Enter Into a Funding Agreement with the Mexican Cultural Center to Support the 2021 Mexican Independence Day Event.

10. **Unfinished Business**

11. **New Business**

12. **Correspondence and Announcements**

**Upcoming Meetings**

<b>July 7, 2021</b>	<b>Plan Commission/ZBA</b>
<b>July 12, 2021</b>	<b>Development Committee</b>

13. **Mayor's Comments**

14. **Executive Session**

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

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

16. **Adjournment**

CITY OF WEST CHICAGO – 475 Main Street  
CITY COUNCIL MINUTES  
Regular Meeting  
June 21, 2021

1. **Call to Order.** Mayor Ruben Pineda called the meeting to order at 7:00 pm.
2. **Pledge of Allegiance.** Alderman Hallett 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, Alton Hallett, Jayme Sheahan, Christine Dettmann, Melissa Birch-Ferguson, Sandy Dimas, Jeanne Short, Rebecca Stout, Christopher Swiatek, John E. Jakabcsin, and Joseph C. Morano present. Aldermen James E. Beifuss, Jr., Heather Brown, and Matthew Garling were absent. The Mayor announced a quorum.

Also in attendance were City Administrator Michael Guttman, City Attorney Patrick Bond, Administrative Services Director Linda Martin, Community Development Director Tom Dabareiner, and Interim Chief of Police Chris Shackelford.

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

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

**A. Swearing in of Colin M. Fleury, Chief of Police.** At the Mayor's request, the City Clerk administered the Oath of Office to Colin M. Fleury to the position of Chief of Police. The Mayor then presented a wallet and badge to the new Police Chief, and thanked him for being here. Chief Fleury introduced his family in the audience. He said he was excited and honored to be the Chief of Police in West Chicago and said it was his hope never to let the City down.

**6. City Council Meeting Minutes of June 7, 2021.** Alderman Swiatek made a motion, seconded by Alderman Chassee, to approve the minutes of June 7, 2021, with no changes. Voting Aye: Alderman Chassee, Sheahan, Dettmann, Dimas, Birch-Ferguson, Short, Stout, Swiatek, Jakabcsin, and Morano. Alderman Hallett abstained. Motion carried.

**7. Corporate Disbursement Report.** Alderman Dimas made a motion, seconded by Alderman Chassee to approve the June 21, 2021, Corporate Disbursement Report for \$786,706.39. Voting Aye: Aldermen Chassee, Hallett, Sheahan, Dettmann, Birch-Ferguson, Dimas, Short, Stout, Swiatek, Jakabcsin and Morano. Voting Nay: 0. Motion carried.

**8. Consent Agenda**

\* **Finance Committee:** Alderman Dimas read and explained the following items:

**A. Resolution 21-R-0046** – A Resolution Authorizing the Mayor to Execute a First Amendment to the Intergovernmental Agreement Between the City of West Chicago, DuPage Airport Authority, West Chicago Library District, West Chicago Fire Protection District, West Chicago Elementary School District 33, Community High School District 94 and Crest Hill Investment LLC in Regard to a Property Tax Abatement Relative to the Development of the Greco/DeRosa Property

**B. Resolution 21-R-0047** – A Resolution Authorizing the Mayor to Execute an Updated Economic Incentive Agreement by and Between the City of West Chicago and OSI Industries, LLC

Alderman Dimas made a motion, seconded by Alderman Jakabcsin, to approve the above Resolutions. During discussion, Alderman Dimas said along with these two items, the Committee went over the budget and she would like to commend those that worked on it. It was so well done that we came out of the audits with flying colors. She thanked Mr. Guttman and all the staff. Mayor Pineda was glad she commended them as they work very hard and do a good job. Voting Aye: Alderman Chassee, Hallett, Sheahan, Dettmann, Dimas, Birch-Ferguson, Short, Stout, Swiatek, Jakabcsin, and Morano. Motion carried.

9. **Reports by Committees:** None
10. **Unfinished Business:** None
11. **New Business:** None
12. **Correspondence and Announcements**

**Upcoming Meetings**

June 22, 2021  
June 28, 2021  
July 1, 2021

Historical Preservation Commission (cancelled)  
Public Affairs Committee  
Infrastructure Committee

City Clerk Smith announced that Sunday bingo was open once again at the VFW with doors opening at noon and play beginning at 2:00 pm.

**13. Mayor's Comments.** The Mayor announced his thanks and excitement for having on board new Police Chief Fleury. The selection process went well. The Mayor said he is always proud of the police force and he thinks it will stay that way. The Mayor thanked Interim Chief Shackelford for running a smooth operation. Interim Chief Shackelford thanked the Mayor and City Council for their support.

The Mayor said this was the first meeting back in person. However, he cautioned that we still need to be careful. He believes a booster shot may be coming. However, we still need to be careful and make sure we are safe. Summer is here and the kids are out on their bicycles and skateboards so people need to be aware when out there.

**14. Executive Session.** At 7:13 pm, Alderman Birch-Ferguson made a motion, seconded by Alderman Dimas, to adjourn into executive session to discuss review of official record 5 ILCS 120/2(C)(21) and personnel matters 5 ILCS 120/2(C)(1). Voting Aye: Aldermen Chassee, Sheahan, Hallett, Dettmann, Birch-Ferguson, Dimas, Swiatek, Short, Stout, Jakabcsin, and Morano.

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

**16. Adjournment.** See above.

Respectfully submitted,



Nancy M. Smith  
City Clerk

# CITY OF WEST CHICAGO

## CORPORATE DISBURSEMENT REPORT

July 6, 2021

OPERATING ACCOUNT FUNDED BY:	\$	583,336.81
<hr/>		
GENERAL FUND	\$	219,487.59
CAPITAL EQUIPMENT REPLACEMENT FUND	\$	240.00
SEWER FUND	\$	252,631.66
WATER FUND	\$	76,773.93
CAPITAL PROJECTS FUND	\$	13,700.12
DOWNTOWN TIF SPECIAL PROJECTS FUND	\$	14,159.55
MISCELLANEOUS DEPOSITS FUND	\$	1,500.00
COMMUTER PARKING FUND	\$	4,843.96

APPROVED BY THE CITY COUNCIL ON:

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

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

PENTAMATION - FINANCIAL MANAGEMENT SYSTEM  
 DATE: 07/01/21  
 TIME: 15:04:10

CITY OF WEST CHICAGO  
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1  
 ACCTPA21

SELECTION CRITERIA: transact.batch='G417' and transact.ck\_date='20210706 00:00:00.000'  
 ACCOUNTING PERIOD: 6/21

FUND - 40 - OPERATING FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	DEPT-DIV	DESCRIPTION	SALES TAX	AMOUNT	
105100	90476	07/06/21	12722 ALLIED ASPHALT PAVING CO	083453	HOT MIX ASPHALT SURFAC	0.00	53.00	
105100	90477	07/06/21	13836 ARLINGTON POWER EQUIPMEN	010925	INVOICE #80826 DATED 0	0.00	93.09	
105100	90477	07/06/21	13836 ARLINGTON POWER EQUIPMEN	010925	CREDIT MEMO	0.00	-28.52	
TOTAL CHECK							0.00	64.57
105100	90478	07/06/21	13068 AT & T	010613	6/14-7/13/21	0.00	68.06	
105100	90479	07/06/21	3400 AT&T	063448	6/16-7/15/21	0.00	258.58	
105100	90480	07/06/21	3400 AT&T	010921	6/16-7/15/21	0.00	1,787.01	
105100	90481	07/06/21	3829 ATLAS BOBCAT, INC.	063447	INVOICE #BT4055 DATED	0.00	128.72	
105100	90482	07/06/21	1800 B & F CONSTRUCTION CODE	011029	INSPECTIONS/PROPERTY M	0.00	14,375.00	
105100	90482	07/06/21	1800 B & F CONSTRUCTION CODE	011029	PLAN REVIEW FOR 1800 W	0.00	958.48	
105100	90482	07/06/21	1800 B & F CONSTRUCTION CODE	011029	PLAN REVIEW FOR 1700-1	0.00	425.00	
105100	90482	07/06/21	1800 B & F CONSTRUCTION CODE	011029	PLAN REVIEW FOR 306-31	0.00	450.00	
105100	90482	07/06/21	1800 B & F CONSTRUCTION CODE	011029	PLAN REVIEW FOR 1835 N	0.00	425.00	
105100	90482	07/06/21	1800 B & F CONSTRUCTION CODE	011029	PLAN REVIEW FOR 2555 E	0.00	225.00	
105100	90482	07/06/21	1800 B & F CONSTRUCTION CODE	011029	PLAN REVIEW FOR 717 W	0.00	736.40	
105100	90482	07/06/21	1800 B & F CONSTRUCTION CODE	011029	INTERIM BUILDING OFFIC	0.00	750.00	
105100	90482	07/06/21	1800 B & F CONSTRUCTION CODE	011029	MISCELLANEOUS PLAN REV	0.00	1,050.00	
TOTAL CHECK							0.00	19,394.88
105100	90483	07/06/21	6441 CANON BUSINESS SOLUTIONS	010924	INVOICE #4036431674 DA	0.00	4.43	
105100	90484	07/06/21	13021 CASE LOTS, INC	010921	INVOICE #4995 DATED 06	0.00	275.40	
105100	90484	07/06/21	13021 CASE LOTS, INC	010921	INVOICE #5139 DATED 06	0.00	265.00	
TOTAL CHECK							0.00	540.40
105100	90485	07/06/21	12380 CINTAS CORPORATION	063448	BI-WEEKLY CARPET RUNNE	0.00	15.05	
105100	90485	07/06/21	12380 CINTAS CORPORATION	010921	BI-WEEKLY CARPET RUNNE	0.00	17.80	
105100	90485	07/06/21	12380 CINTAS CORPORATION	010921	BI-WEEKLY CARPET RUNNE	0.00	13.43	
TOTAL CHECK							0.00	46.28
105100	90486	07/06/21	14733 CLEAN EARTH ENVIRONMENTA	010613	INVOICE #74303166624	0.00	612.11	
105100	90487	07/06/21	13089 COMCAST	010503	6/15-7/14/21	0.00	850.00	
105100	90488	07/06/21	13257 COMCAST CABLE	010614	6/19-7/18/21	0.00	88.40	
105100	90488	07/06/21	13257 COMCAST CABLE	010921	6/20-7/19/21	0.00	218.15	
105100	90488	07/06/21	13257 COMCAST CABLE	063448	6/25-7/24/21	0.00	258.52	
105100	90488	07/06/21	13257 COMCAST CABLE	010925	6/27-7/26/21	0.00	281.62	
TOTAL CHECK							0.00	846.69
105100	90489	07/06/21	151 COMED	010926	5/18-6/17/21	0.00	130.99	
105100	90489	07/06/21	151 COMED	010926	5/14-6/15/21	0.00	1,781.30	
TOTAL CHECK							0.00	1,912.29
105100	90490	07/06/21	152 COMMONWEALTH EDISON	010926	242 ANN ST	0.00	82.71	
105100	90490	07/06/21	152 COMMONWEALTH EDISON	010208	MAIN & RT 59 WEST	0.00	85.34	

PENTAMATION - FINANCIAL MANAGEMENT SYSTEM  
 DATE: 07/01/21  
 TIME: 15:04:10

CITY OF WEST CHICAGO  
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2  
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SELECTION CRITERIA: transact.batch='G417' and transact.ck\_date='20210706 00:00:00.000'  
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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	DEPT-DIV	DESCRIPTION	SALES TAX	AMOUNT
105100	90490	07/06/21 152	COMMONWEALTH EDISON	010926	475 MAIN WILLOWCREEK	0.00	60.28
105100	90490	07/06/21 152	COMMONWEALTH EDISON	010926	GARDEN AVE AT YORK	0.00	24.99
105100	90490	07/06/21 152	COMMONWEALTH EDISON	433476	COMMUTER STATION	0.00	348.70
105100	90490	07/06/21 152	COMMONWEALTH EDISON	433476	METRA PARKING LOT	0.00	355.26
105100	90490	07/06/21 152	COMMONWEALTH EDISON	010926	103 W WASHINGTON	0.00	677.59
105100	90490	07/06/21 152	COMMONWEALTH EDISON	053443	WENDELL SEWER	0.00	20.25
105100	90490	07/06/21 152	COMMONWEALTH EDISON	053443	1300 W HAWTHORNE	0.00	211.69
105100	90490	07/06/21 152	COMMONWEALTH EDISON	010921	119 W WASHINGTON	0.00	32.12
105100	90490	07/06/21 152	COMMONWEALTH EDISON	010921	461 MAIN ST #2	0.00	12.87
105100	90490	07/06/21 152	COMMONWEALTH EDISON	010921	314 HIGH ST	0.00	146.13
105100	90490	07/06/21 152	COMMONWEALTH EDISON	053443	253 GEORGE ST	0.00	82.39
105100	90490	07/06/21 152	COMMONWEALTH EDISON	010926	5/13-6/14/21	0.00	65.08
TOTAL CHECK						0.00	2,205.40
105100	90491	07/06/21 5504	COOLING EQUIPMENT SERVIC	010921	INVOICE #77974 DATED 0	0.00	1,160.91
105100	90492	07/06/21 9719	CRYSTAL MAINTENANCE SVCS	010219	INVOICE #27485 DATED 0	0.00	1,044.00
105100	90493	07/06/21 2609	DON MC CUE CHEVROLET	010925	344 PARTS	0.00	145.48
105100	90494	07/06/21 6146	DUPAGE COUNTY	010910	TRANSFER STATION FEE J	0.00	32,251.17
105100	90495	07/06/21 871	DUPAGE COUNTY ANIMAL CON	010613	INVOICE # 11525	0.00	200.00
105100	90496	07/06/21 892	DUPAGE COUNTY TREASURER	010613	INVOICE # IA 698	0.00	750.00
105100	90497	07/06/21 11849	DUPAGE RIVER SALT CREEK	053443	INVOICE #372 DATED 06-	0.00	6,353.73
105100	90498	07/06/21 11433	DUPAGE TOPSOIL, INC.	053443	PULVERIZED TOPSOIL TO	0.00	297.50
105100	90498	07/06/21 11433	DUPAGE TOPSOIL, INC.	063447	PULVERIZED TOPSOIL TO	0.00	297.50
TOTAL CHECK						0.00	595.00
105100	90499	07/06/21 15396	ESCALANTE, CARLA	28	LOI REFUND FOR 134 W H	0.00	1,500.00
105100	90500	07/06/21 11661	EXPERT LOCK & SAFE, INC.	010921	INVOICE #86750 DATED 0	0.00	231.00
105100	90501	07/06/21 362	1ST AYD CORPORATION	010925	INVOICE #PSI455297 DAT	0.00	610.56
105100	90502	07/06/21 4554	FLEET SAFETY SUPPLY	043439	INVOICE #76180 DATED 1	0.00	240.00
105100	90502	07/06/21 4554	FLEET SAFETY SUPPLY	063447	INVOICE #76385 DATED 0	0.00	125.96
105100	90502	07/06/21 4554	FLEET SAFETY SUPPLY	010925	INVOICE #76629 DATED 0	0.00	421.92
TOTAL CHECK						0.00	787.88
105100	90503	07/06/21 4997	FLOW-TECHNICS	053443	2021 LIFT STATION INSP	0.00	4,387.50
105100	90504	07/06/21 15260	FRONTLINE PUBLIC SAFETY	010613	INVOICE #FL94583	0.00	2,500.00
105100	90505	07/06/21 15370	GEWALT HAMILTON ASSOCIAT	010207	TRAFFIC SIGNAL WARRANT	0.00	5,343.00
105100	90506	07/06/21 12853	GOLDSTINE, SKRODZKI, RUS	010501	INVOICE 156407 SERVICE	0.00	369.51
105100	90506	07/06/21 12853	GOLDSTINE, SKRODZKI, RUS	053443	INVOICE 156407 SERVICE	0.00	369.52
105100	90506	07/06/21 12853	GOLDSTINE, SKRODZKI, RUS	063447	INVOICE 156407 SERVICE	0.00	369.52



SELECTION CRITERIA: `transact.batch='G417'` and `transact.ck_date='20210706 00:00:00.000'`  
 ACCOUNTING PERIOD: 6/21

FUND - 40 - OPERATING FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	DEPT-DIV	DESCRIPTION	SALES TAX	AMOUNT
105100	90506	07/06/21	12853	GOLDSTINE, SKRODZKI, RUS 010501	INVOICE 156406 SERVICE	0.00	235.00
105100	90506	07/06/21	12853	GOLDSTINE, SKRODZKI, RUS 010501	INVOICE 156409 SERVICE	0.00	1,292.50
105100	90506	07/06/21	12853	GOLDSTINE, SKRODZKI, RUS 053443	INVOICE 156409 SERVICE	0.00	1,292.50
105100	90506	07/06/21	12853	GOLDSTINE, SKRODZKI, RUS 063447	INVOICE 156409 SERVICE	0.00	1,292.50
105100	90506	07/06/21	12853	GOLDSTINE, SKRODZKI, RUS 010501	INVOICE 156408 SERVICE	0.00	1,795.96
105100	90506	07/06/21	12853	GOLDSTINE, SKRODZKI, RUS 010613	INVOICE 156408 SERVICE	0.00	1,795.96
TOTAL CHECK						0.00	8,812.97
105100	90507	07/06/21	2013	GRAINGER 010921	INVOICE #9925779226 DA	0.00	377.12
105100	90507	07/06/21	2013	GRAINGER 010921	HVAC PARTS	0.00	274.00
105100	90507	07/06/21	2013	GRAINGER 083453	STREET LIGHT PARTS	0.00	298.32
105100	90507	07/06/21	2013	GRAINGER 083453	STREET LIGHT PARTS	0.00	279.80
105100	90507	07/06/21	2013	GRAINGER 010925	INVOICE #9928174987 DA	0.00	308.15
TOTAL CHECK						0.00	1,537.39
105100	90508	07/06/21	14830	GROOT, INC 010926	SOLID WASTE DISPOSAL A	0.00	2,379.60
105100	90509	07/06/21	561	HAGGERTY FORD 010925	341 PARTS	0.00	46.53
105100	90509	07/06/21	561	HAGGERTY FORD 010925	341 PARTS	0.00	241.79
105100	90509	07/06/21	561	HAGGERTY FORD 010925	341 PARTS	0.00	97.02
105100	90509	07/06/21	561	HAGGERTY FORD 010925	785 PARTS	0.00	41.58
105100	90509	07/06/21	561	HAGGERTY FORD 010925	341 PARTS	0.00	211.60
105100	90509	07/06/21	561	HAGGERTY FORD 010925	STOCK	0.00	116.40
105100	90509	07/06/21	561	HAGGERTY FORD 010925	STOCK	0.00	94.22
105100	90509	07/06/21	561	HAGGERTY FORD 010925	353 SERVICE	0.00	134.95
105100	90509	07/06/21	561	HAGGERTY FORD 010925	341 PARTS	0.00	170.48
105100	90509	07/06/21	561	HAGGERTY FORD 010925	341 SERVICE	0.00	84.50
105100	90509	07/06/21	561	HAGGERTY FORD 010925	741 PARTS	0.00	169.40
105100	90509	07/06/21	561	HAGGERTY FORD 010925	INVOICE #40136 DATED 0	0.00	1,341.08
105100	90509	07/06/21	561	HAGGERTY FORD 010925	INVOICE #5915 DATED 06	0.00	335.02
TOTAL CHECK						0.00	3,084.57
105100	90510	07/06/21	12373	HAZCHEM ENVIRONMENTAL CO 010921	INVOICE #21-35199 DATE	0.00	253.80
105100	90511	07/06/21	12241	HEINZ BROTHERS GREENHOU 093454	PLANT MATERIAL AND ON-	0.00	1,620.00
105100	90512	07/06/21	5861	HINCKLEY SPRING WATER CO 010110	BOTTLED WATER	0.00	145.76
105100	90513	07/06/21	3420	ILLINOIS SECRETARY OF ST 010613	CONFIDENTIAL PLATE REN	0.00	151.00
105100	90514	07/06/21	12547	IMAGE AWARDS & ENGRAVING 010110	NAMEPLATES (ALDERMEN D	0.00	34.00
105100	90514	07/06/21	12547	IMAGE AWARDS & ENGRAVING 011028	NAMEPLATE (PLAN/ZBA ME	0.00	17.00
TOTAL CHECK						0.00	51.00
105100	90515	07/06/21	12643	KIMBALL MIDWEST 010925	INVOICE #8947727 DATED	0.00	112.28
105100	90515	07/06/21	12643	KIMBALL MIDWEST 010925	INVOICE #8948039 DATED	0.00	311.50
105100	90515	07/06/21	12643	KIMBALL MIDWEST 010925	INVOICE #8948505 DATED	0.00	294.53
105100	90515	07/06/21	12643	KIMBALL MIDWEST 010925	INVOICE #8948664 DATED	0.00	282.30
105100	90515	07/06/21	12643	KIMBALL MIDWEST 010925	INVOICE #8948797 DATED	0.00	98.17
105100	90515	07/06/21	12643	KIMBALL MIDWEST 010925	INVOICE #8949252 DATED	0.00	104.06
105100	90515	07/06/21	12643	KIMBALL MIDWEST 010925	INVOICE #8951651 DATED	0.00	24.68
TOTAL CHECK						0.00	1,227.52

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	DEPT-DIV	DESCRIPTION	SALES TAX	AMOUNT	
105100	90516	07/06/21	14376 KLEIN, THORPE & JENKINS,	010110	4766-010	0.00	78.00	
105100	90516	07/06/21	14376 KLEIN, THORPE & JENKINS,	010110	4766-011	0.00	182.00	
105100	90516	07/06/21	14376 KLEIN, THORPE & JENKINS,	010110	4766-012	0.00	156.00	
105100	90516	07/06/21	14376 KLEIN, THORPE & JENKINS,	010110	4999-002	0.00	572.00	
TOTAL CHECK							0.00	988.00
105100	90517	07/06/21	665 KRAMER TREE SPECIALISTS	010922	DISPOSAL OF LOGS FROM	0.00	25.00	
105100	90518	07/06/21	11415 LAYNE CHRISTENSEN COMPAN	063447	RESOLUTION NO. 21-R-00	0.00	29,973.00	
105100	90519	07/06/21	11273 LIFT WORKS INC.	063448	INVOICE #156238A-1 DAT	0.00	550.00	
105100	90520	07/06/21	14295 MACCARB, INC	063448	RESOLUTION NO. 20-R-00	0.00	2,501.25	
105100	90521	07/06/21	481 MCCANN INDUSTRIES, INC.	010921	INVOICE #P47008 DATED	0.00	235.30	
105100	90522	07/06/21	231 MC MASTER-CARR SUPPLY CO	010924	NOZZELS	0.00	213.80	
105100	90522	07/06/21	231 MC MASTER-CARR SUPPLY CO	010924	NOZZEL	0.00	38.74	
105100	90522	07/06/21	231 MC MASTER-CARR SUPPLY CO	083453	FUSE/SCREWS	0.00	198.96	
105100	90522	07/06/21	231 MC MASTER-CARR SUPPLY CO	010924	FIRE FIGHT HOSE	0.00	192.88	
105100	90522	07/06/21	231 MC MASTER-CARR SUPPLY CO	083453	MISC HARDWARE	0.00	38.39	
TOTAL CHECK							0.00	682.77
105100	90523	07/06/21	5000 MEADE, INC	083453	INVOICE #696873 DATED	0.00	1,016.02	
105100	90524	07/06/21	11129 MOE FUNDS	010501	MOE FUNDS - AUG '21	0.00	39,378.30	
105100	90524	07/06/21	11129 MOE FUNDS	053443	MOE FUNDS - AUG '21	0.00	9,390.21	
105100	90524	07/06/21	11129 MOE FUNDS	063447	MOE FUNDS - AUG '21	0.00	9,390.21	
105100	90524	07/06/21	11129 MOE FUNDS	083453	MOE FUNDS - AUG '21	0.00	908.73	
105100	90524	07/06/21	11129 MOE FUNDS	093454	MOE FUNDS - AUG '21	0.00	1,514.55	
TOTAL CHECK							0.00	60,582.00
105100	90525	07/06/21	10925 MISSISSIPPI LIME COMPANY	063448	RESOLUTION NO. 20-R-00	0.00	5,207.83	
105100	90525	07/06/21	10925 MISSISSIPPI LIME COMPANY	063448	RESOLUTION NO. 20-R-00	0.00	4,835.70	
TOTAL CHECK							0.00	10,043.53
105100	90526	07/06/21	4735 NAPA AUTO PARTS	010925	STOCK	0.00	293.76	
105100	90526	07/06/21	4735 NAPA AUTO PARTS	010925	RESTOCK	0.00	119.67	
105100	90526	07/06/21	4735 NAPA AUTO PARTS	010925	354 & 752	0.00	263.17	
105100	90526	07/06/21	4735 NAPA AUTO PARTS	010925	RESTOCK	0.00	155.40	
105100	90526	07/06/21	4735 NAPA AUTO PARTS	010925	752	0.00	7.51	
105100	90526	07/06/21	4735 NAPA AUTO PARTS	010925	TOOLS	0.00	191.20	
105100	90526	07/06/21	4735 NAPA AUTO PARTS	010925	785	0.00	298.60	
105100	90526	07/06/21	4735 NAPA AUTO PARTS	010925	RESTOCK 785	0.00	246.28	
105100	90526	07/06/21	4735 NAPA AUTO PARTS	010925	BRAKE AWAY KITS	0.00	28.65	
105100	90526	07/06/21	4735 NAPA AUTO PARTS	010925	CONNECTOR	0.00	9.87	
105100	90526	07/06/21	4735 NAPA AUTO PARTS	010925	STOCK	0.00	157.72	
105100	90526	07/06/21	4735 NAPA AUTO PARTS	063447	INVOICE #4496-139110 D	0.00	562.30	
TOTAL CHECK							0.00	2,334.13
105100	90527	07/06/21	12111 NORTHERN ILLINOIS BACKFL	063448	INVOICE #24950 DATED 0	0.00	1,772.86	

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	DEPT-DIV	DESCRIPTION	SALES TAX	AMOUNT
105100	90528	07/06/21	11423 OLIN CHLOR-ALKALI PRODUC	063448	RESOLUTION NO. 20-R-00	0.00	3,287.78
105100	90529	07/06/21	14739 ON TARGET EAST	010921	INVOICE #1073 DATED 06	0.00	150.00
105100	90530	07/06/21	14014 PACE SYSTEMS INC	010921	INVOICE #211091 DATED	0.00	220.00
105100	90531	07/06/21	3739 PADDOCK PUBLICATIONS	010501	INVOICE 180368 CIVIL S	0.00	64.40
105100	90532	07/06/21	256 PETTY CASH POLICE	010613	MCDONALDS PRISONER FOO	0.00	6.36
105100	90532	07/06/21	256 PETTY CASH POLICE	010613	GAS/TRAVEL	0.00	10.00
105100	90532	07/06/21	256 PETTY CASH POLICE	010613	GAS/TRAVEL	0.00	10.00
105100	90532	07/06/21	256 PETTY CASH POLICE	010613	TARGET	0.00	47.50
105100	90532	07/06/21	256 PETTY CASH POLICE	010613	JEWEL	0.00	42.99
105100	90532	07/06/21	256 PETTY CASH POLICE	010613	MCDONALDS PRISONER FOO	0.00	7.12
105100	90532	07/06/21	256 PETTY CASH POLICE	010613	MCDONALDS	0.00	7.12
105100	90532	07/06/21	256 PETTY CASH POLICE	010613	MCDONALDS	0.00	6.36
105100	90532	07/06/21	256 PETTY CASH POLICE	010613	GAS/TRAVEL	0.00	32.00
105100	90532	07/06/21	256 PETTY CASH POLICE	010613	MCDONALDS	0.00	5.92
105100	90532	07/06/21	256 PETTY CASH POLICE	010613	JEWEL OSCO	0.00	17.28
105100	90532	07/06/21	256 PETTY CASH POLICE	010613	ACE HARDWARE	0.00	2.80
105100	90532	07/06/21	256 PETTY CASH POLICE	010613	MCDONALDS	0.00	4.41
105100	90532	07/06/21	256 PETTY CASH POLICE	010613	MCDONALDS	0.00	5.16
105100	90532	07/06/21	256 PETTY CASH POLICE	010613	MCDONALDS	0.00	6.59
105100	90532	07/06/21	256 PETTY CASH POLICE	010613	MCDONALDS	0.00	6.36
105100	90532	07/06/21	256 PETTY CASH POLICE	010613	ROSATIS	0.00	26.40
105100	90532	07/06/21	256 PETTY CASH POLICE	010613	ACE HARDWARE	0.00	4.31
105100	90532	07/06/21	256 PETTY CASH POLICE	010613	MCDONALDS	0.00	5.59
TOTAL CHECK						0.00	254.27
105100	90533	07/06/21	13590 PHALEN CONSULTING, INC	011030	MAY 2021 OPERATING FEE	0.00	3,675.00
105100	90533	07/06/21	13590 PHALEN CONSULTING, INC	093454	MAY 2021 OPERATING FEE	0.00	3,675.00
105100	90533	07/06/21	13590 PHALEN CONSULTING, INC	011030	JUNE 2021 OPERATING FE	0.00	3,675.00
105100	90533	07/06/21	13590 PHALEN CONSULTING, INC	093454	JUNE 2021 OPERATING FE	0.00	3,675.00
105100	90533	07/06/21	13590 PHALEN CONSULTING, INC	011030	JULY 2021 OPERATING FE	0.00	3,675.00
105100	90533	07/06/21	13590 PHALEN CONSULTING, INC	093454	JULY 2021 OPERATING FE	0.00	3,675.00
TOTAL CHECK						0.00	22,050.00
105100	90534	07/06/21	11480 PJD ELECTRICAL SALES, IN	083453	LUMEC	0.00	6,578.25
105100	90535	07/06/21	3714 POMP'S TIRE SERVICE, INC	010925	INVOICE #410873436 DAT	0.00	302.64
105100	90536	07/06/21	4450 RESERVE ACCOUNT	010510	REFILL POSTAGE METER	0.00	300.00
105100	90536	07/06/21	4450 RESERVE ACCOUNT	053443	REFILL POSTAGE METER	0.00	300.00
105100	90536	07/06/21	4450 RESERVE ACCOUNT	063447	REFILL POSTAGE METER	0.00	300.00
105100	90536	07/06/21	4450 RESERVE ACCOUNT	433476	REFILL POSTAGE METER	0.00	300.00
TOTAL CHECK						0.00	1,200.00
105100	90537	07/06/21	14420 QUALITY LOGO PRODUCTS, I	010613	ORDER CONFIRMATION #61	0.00	182.59
105100	90537	07/06/21	14420 QUALITY LOGO PRODUCTS, I	010613	ORDER CONFIRMATION #61	0.00	329.54
105100	90537	07/06/21	14420 QUALITY LOGO PRODUCTS, I	010613	ORDER CONFIRMATION #61	0.00	243.95
105100	90537	07/06/21	14420 QUALITY LOGO PRODUCTS, I	010613	ORDER CONFIRMATION #61	0.00	199.04

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105100	90537	07/06/21	14420	QUALITY LOGO PRODUCTS, I 010613	ORDER CONFIRMATION #61	0.00	292.69
105100	90537	07/06/21	14420	QUALITY LOGO PRODUCTS, I 010613	ORDER CONFIRMATION #61	0.00	228.31
105100	90537	07/06/21	14420	QUALITY LOGO PRODUCTS, I 010613	ORDER CONFIRMATION #61	0.00	109.28
105100	90537	07/06/21	14420	QUALITY LOGO PRODUCTS, I 010613	ORDER CONFIRMATION #61	0.00	426.13
105100	90537	07/06/21	14420	QUALITY LOGO PRODUCTS, I 010613	ORDER CONFIRMATION #61	0.00	350.98
105100	90537	07/06/21	14420	QUALITY LOGO PRODUCTS, I 010613	ORDER CONFIRMATION #61	0.00	347.39
105100	90537	07/06/21	14420	QUALITY LOGO PRODUCTS, I 010613	ORDER CONFIRMATION #61	0.00	1,166.10
105100	90537	07/06/21	14420	QUALITY LOGO PRODUCTS, I 010613	ORDER CONFIRMATION #61	0.00	305.88
105100	90537	07/06/21	14420	QUALITY LOGO PRODUCTS, I 010613	ORDER CONFIRMATION #61	0.00	305.88
105100	90537	07/06/21	14420	QUALITY LOGO PRODUCTS, I 010613	ORDER CONFIRMATION #61	0.00	209.88
TOTAL CHECK						0.00	4,697.64
105100	90538	07/06/21	1053	RANDALL PRESSURE SYSTEMS 010925	RESTOCK	0.00	57.91
105100	90538	07/06/21	1053	RANDALL PRESSURE SYSTEMS 010925	INVOICE #I-40866-0 DAT	0.00	406.82
TOTAL CHECK						0.00	464.73
105100	90539	07/06/21	492	RAY O'HERRON, INC. 010613	INVOICE #2122583-IN	0.00	365.76
105100	90539	07/06/21	492	RAY O'HERRON, INC. 010613	INVOICE # 2122906-IN	0.00	1,058.25
105100	90539	07/06/21	492	RAY O'HERRON, INC. 010613	INVOICE # 2123004-IN	0.00	77.00
105100	90539	07/06/21	492	RAY O'HERRON, INC. 010613	INVOICE # 2123484-IN	0.00	859.49
105100	90539	07/06/21	492	RAY O'HERRON, INC. 010613	INVOICE # 2123461-IN	0.00	80.00
105100	90539	07/06/21	492	RAY O'HERRON, INC. 010613	INVOICE # 2123791-IN	0.00	273.70
105100	90539	07/06/21	492	RAY O'HERRON, INC. 010613	INVOICE # 2124074-IN	0.00	323.93
TOTAL CHECK						0.00	3,038.13
105100	90540	07/06/21	14950	RECORD-A-HIT-ENTERTAINME 011030	FOOD FEST ENTERTAINMEN	0.00	102.50
105100	90541	07/06/21	15397	ROBLES, JUAN 01	1125 BLAKELY ST	0.00	2,625.00
105100	90542	07/06/21	11653	ROSEMARY MACKEY 010208	REIMBURSEMENT FOR PAYM	0.00	393.00
105100	90543	07/06/21	11440	RUSSO POWER EQUIPMENT 010925	INVOICE #SPI10718671 D	0.00	38.94
105100	90543	07/06/21	11440	RUSSO POWER EQUIPMENT 010925	INVOICE #SPI10718673 D	0.00	25.99
105100	90543	07/06/21	11440	RUSSO POWER EQUIPMENT 010925	INVOICE #SPI10718675 D	0.00	22.17
TOTAL CHECK						0.00	87.10
105100	90544	07/06/21	4774	SAFETY LANE INSPECTIONS, 010925	UNIT #764	0.00	37.00
105100	90544	07/06/21	4774	SAFETY LANE INSPECTIONS, 053443	UNIT #530	0.00	37.00
105100	90544	07/06/21	4774	SAFETY LANE INSPECTIONS, 010925	UNIT #796	0.00	37.00
105100	90544	07/06/21	4774	SAFETY LANE INSPECTIONS, 010925	UNIT #617	0.00	37.00
105100	90544	07/06/21	4774	SAFETY LANE INSPECTIONS, 063447	UNIT #790	0.00	37.00
TOTAL CHECK						0.00	185.00
105100	90545	07/06/21	6935	SNAP ON TOOLS 010925	INVOICE #ARV / 4841661	0.00	454.25
105100	90545	07/06/21	6935	SNAP ON TOOLS 010925	INVOICE #ARV / 4843836	0.00	29.02
105100	90545	07/06/21	6935	SNAP ON TOOLS 010925	INVOICE #ARV / 4842886	0.00	194.13
105100	90545	07/06/21	6935	SNAP ON TOOLS 010925	INVOICE #ARV / 4844738	0.00	310.46
TOTAL CHECK						0.00	987.86
105100	90546	07/06/21	6049	STANARD & ASSOCIATES 010501	INVOICE SA000047149 PE	0.00	395.00
105100	90547	07/06/21	14283	STEPHENS PUBLISHING COMP 010613	ONLINE CART	0.00	44.00

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FUND - 40 - OPERATING FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	DEPT-DIV	DESCRIPTION	SALES TAX	AMOUNT	
105100	90548	07/06/21	14715 SUPERION, LLC	010502	ANNUAL MAINTENANCE FPL	0.00	9,353.16	
105100	90548	07/06/21	14715 SUPERION, LLC	011028	ANNUAL MAINTENANCE FPL	0.00	2,475.14	
105100	90548	07/06/21	14715 SUPERION, LLC	011029	ANNUAL MAINTENANCE FPL	0.00	6,600.36	
105100	90548	07/06/21	14715 SUPERION, LLC	053443	ANNUAL MAINTENANCE FPL	0.00	11,753.93	
105100	90548	07/06/21	14715 SUPERION, LLC	063447	ANNUAL MAINTENANCE FPL	0.00	8,183.26	
TOTAL CHECK							0.00	38,365.85
105100	90549	07/06/21	14773 THE RESPONSIVE MAILROOM,	011029	PRINTING INSPECTION RE	0.00	430.44	
105100	90550	07/06/21	15072 TOSCAS LAW GROUP	011029	CONDUCT ADMINISTRATIVE	0.00	675.00	
105100	90550	07/06/21	15072 TOSCAS LAW GROUP	010613	STATEMENT DATE: 06 17	0.00	500.00	
TOTAL CHECK							0.00	1,175.00
105100	90551	07/06/21	11587 TOTAL PARKING SOLUTIONS,	433476	1 YR WEBOFFICE CMS MON	0.00	3,840.00	
105100	90552	07/06/21	3349 TRAFFIC CONTROL AND PROT	083453	3" X 72" DG3 RED 080 P	0.00	680.00	
105100	90552	07/06/21	3349 TRAFFIC CONTROL AND PROT	083453	MISC SIGN	0.00	296.20	
105100	90552	07/06/21	3349 TRAFFIC CONTROL AND PROT	083453	MISC SIGN	0.00	77.60	
105100	90552	07/06/21	3349 TRAFFIC CONTROL AND PROT	083453	RIGHT TURN SYMBOL	0.00	48.45	
105100	90552	07/06/21	3349 TRAFFIC CONTROL AND PROT	083453	MISC SIGN	0.00	116.40	
TOTAL CHECK							0.00	1,218.65
105100	90553	07/06/21	286 TS SPECIALTIES, INC.	010925	WORK ORDER #23085 DATE	0.00	125.00	
105100	90553	07/06/21	286 TS SPECIALTIES, INC.	010925	WORK ORDER #23200 DATE	0.00	159.00	
TOTAL CHECK							0.00	284.00
105100	90554	07/06/21	4089 TYLER MEDICAL SERVICES	010501	POLICE PRE-EMPLOYMENT	0.00	466.00	
105100	90554	07/06/21	4089 TYLER MEDICAL SERVICES	010501		0.00	90.00	
TOTAL CHECK							0.00	556.00
105100	90555	07/06/21	4985 THE UPS STORE	063448	GROUND COMMERCIAL	0.00	23.93	
105100	90556	07/06/21	10716 UTILITY DYNAMICS CORP	083453	2021 910 RIDGEWOOD DR.	0.00	3,110.00	
105100	90557	07/06/21	4207 VERIZON WIRELESS	010210	6/24-7/23/21	0.00	38.01	
105100	90557	07/06/21	4207 VERIZON WIRELESS	053443	6/24-7/23/21	0.00	19.00	
105100	90557	07/06/21	4207 VERIZON WIRELESS	063447	6/24-7/23/21	0.00	19.01	
105100	90557	07/06/21	4207 VERIZON WIRELESS	011029	6/24-7/23/21	0.00	114.07	
105100	90557	07/06/21	4207 VERIZON WIRELESS	010510	6/24-7/23/21	0.00	38.01	
105100	90557	07/06/21	4207 VERIZON WIRELESS	010613	6/24-7/23/21	0.00	76.02	
TOTAL CHECK							0.00	304.12
105100	90558	07/06/21	4207 VERIZON WIRELESS	010210	6/24-7/23/21	0.00	42.47	
105100	90558	07/06/21	4207 VERIZON WIRELESS	010613	6/24-7/23/21	0.00	1,263.98	
105100	90558	07/06/21	4207 VERIZON WIRELESS	010501	6/24-7/23/21	0.00	42.47	
105100	90558	07/06/21	4207 VERIZON WIRELESS	010510	6/24-7/23/21	0.00	42.47	
105100	90558	07/06/21	4207 VERIZON WIRELESS	011029	6/24-7/23/21	0.00	47.79	
105100	90558	07/06/21	4207 VERIZON WIRELESS	010208	6/24-7/23/21	0.00	43.38	
TOTAL CHECK							0.00	1,482.56
105100	90559	07/06/21	6793 W.A. MANAGEMENT, INC.	011029	INV 23006 30W308 BROWN	0.00	73.00	

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	DEPT-DIV	DESCRIPTION	SALES TAX	AMOUNT
105100	90559	07/06/21 6793	W.A. MANAGEMENT, INC.	011029	INV 22944 635 LINCOLN	0.00	73.00
105100	90559	07/06/21 6793	W.A. MANAGEMENT, INC.	011029	INV 22945 264 AUGUSTA	0.00	73.00
105100	90559	07/06/21 6793	W.A. MANAGEMENT, INC.	011029	INV 22987 285 E ROOSEV	0.00	160.00
TOTAL CHECK						0.00	379.00
105100	90560	07/06/21 4823	WATER PRODUCTS AURORA	063447	INVOICE #0303434 DATED	0.00	807.55
105100	90560	07/06/21 4823	WATER PRODUCTS AURORA	063447	INVOICE #0303500 DATED	0.00	2,864.90
TOTAL CHECK						0.00	3,672.45
105100	90561	07/06/21 13109	WATER RESOURCES, INC	063447	INVOICE #34828 DATED 0	0.00	2,841.00
105100	90561	07/06/21 13109	WATER RESOURCES, INC	063447	INVOICE #34829 DATED 0	0.00	870.00
TOTAL CHECK						0.00	3,711.00
105100	90563	07/06/21 1680	WEST CHICAGO FIRE PROTEC	010910	TRANSFER STATION FEE J	0.00	5,964.15
105100	90564	07/06/21 3519	WEST CHICAGO LIBRARY DIS	0100	20.8% OF PPRT RECEIVED	0.00	36,975.80
105100	V90562	07/06/21 15061	WCWWA	053443	INVOICE #062021WC	0.00	218,116.44
TOTAL CASH ACCOUNT						0.00	583,336.81
TOTAL FUND						0.00	583,336.81
TOTAL REPORT						0.00	583,336.81

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FUND - 01 - GENERAL FUND

DEPT-DIV	ACCOUNT	-----TITLE-----	-----VENDOR-----	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
01	128300	DUE TO/FROM MISC	15397	ROBLES, JUAN	00096581-01	1125 BLAKELYG417	0.00	2625.00
TOTAL GENERAL FUND							0.00	2625.00
0100	311000	PERS PROP REPL T	3519	WEST CHICAGO LIBRARY	00096582-01	JAN-JUN G417	0.00	36975.80
TOTAL GENERAL FUND REVENUES							0.00	36975.80
010110	4100	LEGAL FEES	14376	KLEIN, THORPE & JENKI	00096594-01	218596 G417	0.00	78.00
010110	4100	LEGAL FEES	14376	KLEIN, THORPE & JENKI	00096594-02	218597 G417	0.00	182.00
010110	4100	LEGAL FEES	14376	KLEIN, THORPE & JENKI	00096594-03	218598 G417	0.00	156.00
010110	4100	LEGAL FEES	14376	KLEIN, THORPE & JENKI	00096594-04	218875 G417	0.00	572.00
010110	4650	MISCELLANEOUS CO	5861	HINCKLEY SPRING WATER	00096593-01	2575377 0617G417	0.00	145.76
010110	4720	OTHER CHARGES	12547	IMAGE AWARDS & ENGRAV	00096592-01	34675 G417	0.00	34.00
TOTAL CITY COUNCIL-OPERATIONS							0.00	1167.76
010207	4225	OTHER CONTRACTUA	15370	GEWALT HAMILTON ASSOC	00096045-01	5814.900-2 G417	0.00	5343.00
TOTAL CITY ADMIN-SPECIAL PROJ							0.00	5343.00
010208	4112	MEMBERSHIPS/DUES	11653	ROSEMARY MACKAY	00096595-01	CONTACTS G417	0.00	393.00
010208	4202	TELEPHONE & ALAR	4207	VERIZON WIRELESS		585742141-00G417	0.00	43.38
010208	4204	ELECTRIC	152	COMMONWEALTH EDISON		011511439 G417	0.00	85.34
TOTAL CITY ADMIN-MARKET/COMM							0.00	521.72
010210	4202	TELEPHONE & ALAR	4207	VERIZON WIRELESS		585040673-00G417	0.00	38.01
010210	4202	TELEPHONE & ALAR	4207	VERIZON WIRELESS		585742141-00G417	0.00	42.47
TOTAL CITY ADMIN-ADMIN							0.00	80.48
010219	4806	OTHER CAPITAL OU	9719	CRYSTAL MAINTENANCE S	00096580-01	27485 G417	0.00	1044.00
TOTAL CITY ADMIN - COVID19							0.00	1044.00
010501	4053	HEALTH/DENTAL/LI	11129	MOE FUNDS		AUG 2021 G417	0.00	39378.30
010501	4100	LEGAL FEES	12853	GOLDSTINE, SKRODZKI,	00096534-01	156406 G417	0.00	235.00
010501	4100	LEGAL FEES	12853	GOLDSTINE, SKRODZKI,	00096535-01	156407 G417	0.00	369.51
010501	4100	LEGAL FEES	12853	GOLDSTINE, SKRODZKI,	00096536-01	156408 G417	0.00	1795.96
010501	4100	LEGAL FEES	12853	GOLDSTINE, SKRODZKI,	00096537-01	156409 G417	0.00	1292.50
010501	4108	EMPLOYMENT EXAMS	4089	TYLER MEDICAL SERVICE	00096538-02	427161 G417	0.00	90.00
010501	4108	EMPLOYMENT EXAMS	4089	TYLER MEDICAL SERVICE	00096539-02	427392 G417	0.00	466.00
010501	4108	EMPLOYMENT EXAMS	6049	STANARD & ASSOCIATES	00096532-01	SA000047149 G417	0.00	395.00
010501	4202	TELEPHONE & ALAR	4207	VERIZON WIRELESS		585742141-00G417	0.00	42.47
010501	4212	ADVERTISING	3739	PADDOCK PUBLICATIONS	00096533-01	180368 G417	0.00	64.40
TOTAL ADMIN SERVICES-HR							0.00	44129.14

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FUND - 01 - GENERAL FUND

DEPT-DIV	ACCOUNT	TITLE	VENDOR	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
010502	4125	SOFTWARE MAINTEN	14715 SUPERION, LLC	00096542-01	317783	G417	0.00	9353.16
TOTAL ADMIN SERVICES-ACCTG							0.00	9353.16
010503	4109	NETWORK CHARGES	13089 COMCAST		900006701	G417	0.00	850.00
TOTAL ADMIN SERVICES-IT							0.00	850.00
010510	4202	TELEPHONE & ALAR	4207 VERIZON WIRELESS		585040673-00G417		0.00	38.01
010510	4202	TELEPHONE & ALAR	4207 VERIZON WIRELESS		585742141-00G417		0.00	42.47
010510	4613	POSTAGE	4450 RESERVE ACCOUNT	00096600-01	POSTAGE	G417	0.00	300.00
TOTAL ADMIN SERVICES-ADMIN							0.00	380.48
010613	4100	LEGAL FEES	12853 GOLDSTINE, SKRODZKI,	00096536-01	156408	G417	0.00	1795.96
010613	4100	LEGAL FEES	15072 TOSCAS LAW GROUP	00096544-01	ADMIN HEARING	G417	0.00	500.00
010613	4125	SOFTWARE MAINTEN	15260 FRONTLINE PUBLIC SAFE	00096598-01	FL94583	G417	0.00	2500.00
010613	4202	TELEPHONE & ALAR	4207 VERIZON WIRELESS		585040673-00G417		0.00	76.02
010613	4202	TELEPHONE & ALAR	4207 VERIZON WIRELESS		585742141-00G417		0.00	1263.98
010613	4225	OTHER CONTRACTUA	13068 AT & T		114559150	G417	0.00	68.06
010613	4225	OTHER CONTRACTUA	14733 CLEAN EARTH ENVIRONME	00096546-01	74303166624	G417	0.00	612.11
010613	4225	OTHER CONTRACTUA	871 DUPAGE COUNTY ANIMAL	00096548-01	11525	G417	0.00	200.00
010613	4225	OTHER CONTRACTUA	892 DUPAGE COUNTY TREASUR	00096571-01	IA 698	G417	0.00	750.00
010613	4607	GAS & OIL	256 PETTY CASH POLICE	00096543-02	JAN-MAY	G417	0.00	10.00
010613	4607	GAS & OIL	256 PETTY CASH POLICE	00096543-03	JAN-MAY	G417	0.00	10.00
010613	4607	GAS & OIL	256 PETTY CASH POLICE	00096543-09	JAN-MAY	G417	0.00	32.00
010613	4615	UNIFORMS/SAFETY	492 RAY O'HERRON, INC.	00096545-01	2122583-IN	G417	0.00	365.76
010613	4615	UNIFORMS/SAFETY	492 RAY O'HERRON, INC.	00096547-01	2122906-IN	G417	0.00	1058.25
010613	4615	UNIFORMS/SAFETY	492 RAY O'HERRON, INC.	00096549-01	2123004-IN	G417	0.00	77.00
010613	4615	UNIFORMS/SAFETY	492 RAY O'HERRON, INC.	00096550-01	2123484-IN	G417	0.00	859.49
010613	4615	UNIFORMS/SAFETY	492 RAY O'HERRON, INC.	00096550-02	2123461-IN	G417	0.00	80.00
010613	4615	UNIFORMS/SAFETY	492 RAY O'HERRON, INC.	00096552-01	2123791-IN	G417	0.00	273.70
010613	4615	UNIFORMS/SAFETY	492 RAY O'HERRON, INC.	00096553-01	2124074-IN	G417	0.00	323.93
010613	4616	VEHICLE LICENSE	3420 ILLINOIS SECRETARY OF	00096551-01	P381742	G417	0.00	151.00
010613	4640	CRIME PREVENTION	14283 STEPHENS PUBLISHING C	00096237-01	25378	G417	0.00	44.00
010613	4640	CRIME PREVENTION	14420 QUALITY LOGO PRODUCTS	00096236-01	ST1492	G417	0.00	182.59
010613	4640	CRIME PREVENTION	14420 QUALITY LOGO PRODUCTS	00096236-02	ST1492	G417	0.00	329.54
010613	4640	CRIME PREVENTION	14420 QUALITY LOGO PRODUCTS	00096236-03	ST1492	G417	0.00	243.95
010613	4640	CRIME PREVENTION	14420 QUALITY LOGO PRODUCTS	00096236-04	ST1492	G417	0.00	199.04
010613	4640	CRIME PREVENTION	14420 QUALITY LOGO PRODUCTS	00096236-05	ST1492	G417	0.00	292.69
010613	4640	CRIME PREVENTION	14420 QUALITY LOGO PRODUCTS	00096236-06	ST1492	G417	0.00	228.31
010613	4640	CRIME PREVENTION	14420 QUALITY LOGO PRODUCTS	00096236-07	ST1492	G417	0.00	109.28
010613	4640	CRIME PREVENTION	14420 QUALITY LOGO PRODUCTS	00096236-08	ST1492	G417	0.00	426.13
010613	4640	CRIME PREVENTION	14420 QUALITY LOGO PRODUCTS	00096236-09	ST1492	G417	0.00	350.98
010613	4640	CRIME PREVENTION	14420 QUALITY LOGO PRODUCTS	00096236-10	ST1492	G417	0.00	347.39
010613	4640	CRIME PREVENTION	14420 QUALITY LOGO PRODUCTS	00096236-11	ST1492	G417	0.00	1166.10
010613	4640	CRIME PREVENTION	14420 QUALITY LOGO PRODUCTS	00096236-12	ST1492	G417	0.00	305.88
010613	4640	CRIME PREVENTION	14420 QUALITY LOGO PRODUCTS	00096236-13	ST1492	G417	0.00	305.88
010613	4640	CRIME PREVENTION	14420 QUALITY LOGO PRODUCTS	00096236-14	ST1492	G417	0.00	209.88



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FUND - 01 - GENERAL FUND

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010613	4650	MISCELLANEOUS CO	256	PETTY CASH POLICE	00096543-01	JAN-MAY G417	0.00	6.36
010613	4650	MISCELLANEOUS CO	256	PETTY CASH POLICE	00096543-04	JAN-MAY G417	0.00	47.50
010613	4650	MISCELLANEOUS CO	256	PETTY CASH POLICE	00096543-05	JAN-MAY G417	0.00	42.99
010613	4650	MISCELLANEOUS CO	256	PETTY CASH POLICE	00096543-06	JAN-MAY G417	0.00	7.12
010613	4650	MISCELLANEOUS CO	256	PETTY CASH POLICE	00096543-07	JAN-MAY G417	0.00	7.12
010613	4650	MISCELLANEOUS CO	256	PETTY CASH POLICE	00096543-08	JAN-MAY G417	0.00	6.36
010613	4650	MISCELLANEOUS CO	256	PETTY CASH POLICE	00096543-10	JAN-MAY G417	0.00	5.92
010613	4650	MISCELLANEOUS CO	256	PETTY CASH POLICE	00096543-11	JAN-MAY G417	0.00	17.28
010613	4650	MISCELLANEOUS CO	256	PETTY CASH POLICE	00096543-12	JAN-MAY G417	0.00	2.80
010613	4650	MISCELLANEOUS CO	256	PETTY CASH POLICE	00096543-13	JAN-MAY G417	0.00	4.41
010613	4650	MISCELLANEOUS CO	256	PETTY CASH POLICE	00096543-14	JAN-MAY G417	0.00	5.16
010613	4650	MISCELLANEOUS CO	256	PETTY CASH POLICE	00096543-15	JAN-MAY G417	0.00	6.59
010613	4650	MISCELLANEOUS CO	256	PETTY CASH POLICE	00096543-16	JAN-MAY G417	0.00	6.36
010613	4650	MISCELLANEOUS CO	256	PETTY CASH POLICE	00096543-17	JAN-MAY G417	0.00	26.40
010613	4650	MISCELLANEOUS CO	256	PETTY CASH POLICE	00096543-18	JAN-MAY G417	0.00	4.31
010613	4650	MISCELLANEOUS CO	256	PETTY CASH POLICE	00096543-19	JAN-MAY G417	0.00	5.59
TOTAL POLICE-OPERATIONS							0.00	15951.17
010614	4202	TELEPHONE & ALAR	13257	COMCAST CABLE		877120038024G417	0.00	88.40
TOTAL POLICE-ESDA							0.00	88.40
010910	4365	PAYMENT TO TAXIN	1680	WEST CHICAGO FIRE PRO	00096541-01	JAN-MAR 2021G417	0.00	5964.15
010910	4365	PAYMENT TO TAXIN	6146	DUPAGE COUNTY	00096540-01	JAN-MARCH 21G417	0.00	32251.17
TOTAL PUBLIC WORKS-ADMIN							0.00	38215.32
010921	4204	ELECTRIC	152	COMMONWEALTH EDISON		6755352013 G417	0.00	32.12
010921	4204	ELECTRIC	152	COMMONWEALTH EDISON		6755232169 G417	0.00	12.87
010921	4204	ELECTRIC	152	COMMONWEALTH EDISON		6755135030 G417	0.00	146.13
010921	4225	OTHER CONTRACTUA	11661	EXPERT LOCK & SAFE, I	00096602-01	86750 G417	0.00	231.00
010921	4225	OTHER CONTRACTUA	12373	HAZCHEM ENVIRONMENTAL	00096604-01	21-35199 G417	0.00	253.80
010921	4225	OTHER CONTRACTUA	12380	CINTAS CORPORATION	00095641-02	4087353290 G417	0.00	13.43
010921	4225	OTHER CONTRACTUA	12380	CINTAS CORPORATION	00095641-04	4087353342 G417	0.00	17.80
010921	4225	OTHER CONTRACTUA	13257	COMCAST CABLE		877120038010G417	0.00	218.15
010921	4225	OTHER CONTRACTUA	14014	PACE SYSTEMS INC	00096561-01	211091 G417	0.00	220.00
010921	4225	OTHER CONTRACTUA	14739	ON TARGET EAST	00096555-01	1073 G417	0.00	150.00
010921	4225	OTHER CONTRACTUA	3400	AT&T		630R06060612G417	0.00	1787.01
010921	4225	OTHER CONTRACTUA	5504	COOLING EQUIPMENT SER	00096617-01	77974 G417	0.00	1160.91
010921	4650	MISCELLANEOUS CO	13021	CASE LOTS, INC	00096556-01	4995 G417	0.00	275.40
010921	4650	MISCELLANEOUS CO	13021	CASE LOTS, INC	00096603-01	5139 G417	0.00	265.00
010921	4650	MISCELLANEOUS CO	2013	GRAINGER		9925490147 G417	0.00	274.00
010921	4650	MISCELLANEOUS CO	2013	GRAINGER	00096558-01	9925779226 G417	0.00	377.12
010921	4650	MISCELLANEOUS CO	481	MCCANN INDUSTRIES, IN	00096554-01	P47008 G417	0.00	235.30
TOTAL PUBLIC WORKS-MUN PROP							0.00	5670.04
010922	4225	OTHER CONTRACTUA	665	KRAMER TREE SPECIALIS	00095541-01	101951 G417	0.00	25.00

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FUND - 01 - GENERAL FUND

DEPT-DIV	ACCOUNT	TITLE	VENDOR	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT	
TOTAL PUBLIC WORKS-FORESTRY							0.00	25.00	
010924	4650	MISCELLANEOUS CO	231	MC MASTER-CARR SUPPLY	59339532	G417	0.00	213.80	
010924	4650	MISCELLANEOUS CO	231	MC MASTER-CARR SUPPLY	59742948	G417	0.00	38.74	
010924	4650	MISCELLANEOUS CO	231	MC MASTER-CARR SUPPLY	59958331	G417	0.00	192.88	
010924	4650	MISCELLANEOUS CO	6441	CANON BUSINESS SOLUTI	00096557-01	4036431674	G417	0.00	4.43
TOTAL PUBLIC WORKS-R & B							0.00	449.85	
010925	4202	TELEPHONE & ALAR	13257	COMCAST CABLE	877120038024	G417	0.00	281.62	
010925	4400	VEHICLE REPAIR	286	TS SPECIALTIES, INC.	00096575-01	23085	G417	0.00	125.00
010925	4400	VEHICLE REPAIR	286	TS SPECIALTIES, INC.	00096575-02	23200	G417	0.00	159.00
010925	4400	VEHICLE REPAIR	4774	SAFETY LANE INSPECTIO	00096573-01	20808	G417	0.00	37.00
010925	4400	VEHICLE REPAIR	4774	SAFETY LANE INSPECTIO	00096573-03	20808	G417	0.00	37.00
010925	4400	VEHICLE REPAIR	4774	SAFETY LANE INSPECTIO	00096573-04	20808	G417	0.00	37.00
010925	4400	VEHICLE REPAIR	561	HAGGERTY FORD	40494	G417	0.00	84.50	
010925	4400	VEHICLE REPAIR	561	HAGGERTY FORD	40339	G417	0.00	134.95	
010925	4400	VEHICLE REPAIR	561	HAGGERTY FORD	00096614-01	40136	G417	0.00	1341.08
010925	4603	PARTS FOR VEHICL	1053	RANDALL PRESSURE SYST	I-40177-1	G417	0.00	57.91	
010925	4603	PARTS FOR VEHICL	1053	RANDALL PRESSURE SYST	00096611-01	I-40866-0	G417	0.00	406.82
010925	4603	PARTS FOR VEHICL	11440	RUSSO POWER EQUIPMENT	00096576-01	SPI10718671	G417	0.00	38.94
010925	4603	PARTS FOR VEHICL	11440	RUSSO POWER EQUIPMENT	00096576-02	SPI10718673	G417	0.00	25.99
010925	4603	PARTS FOR VEHICL	11440	RUSSO POWER EQUIPMENT	00096576-03	SPI10718675	G417	0.00	22.17
010925	4603	PARTS FOR VEHICL	12643	KIMBALL MIDWEST	00096577-01	8947727	G417	0.00	112.28
010925	4603	PARTS FOR VEHICL	12643	KIMBALL MIDWEST	00096577-02	8948039	G417	0.00	311.50
010925	4603	PARTS FOR VEHICL	12643	KIMBALL MIDWEST	00096577-03	8948505	G417	0.00	294.53
010925	4603	PARTS FOR VEHICL	12643	KIMBALL MIDWEST	00096577-04	8948664	G417	0.00	282.30
010925	4603	PARTS FOR VEHICL	12643	KIMBALL MIDWEST	00096577-05	8948797	G417	0.00	98.17
010925	4603	PARTS FOR VEHICL	12643	KIMBALL MIDWEST	00096577-06	8949252	G417	0.00	104.06
010925	4603	PARTS FOR VEHICL	12643	KIMBALL MIDWEST	00096577-07	8951651	G417	0.00	24.68
010925	4603	PARTS FOR VEHICL	13836	ARLINGTON POWER EQUIP	00096605-01	80826	G417	0.00	93.09
010925	4603	PARTS FOR VEHICL	13836	ARLINGTON POWER EQUIP	00096605-02	82029	G417	0.00	-28.52
010925	4603	PARTS FOR VEHICL	2013	GRAINGER	00096615-01	9928174987	G417	0.00	308.15
010925	4603	PARTS FOR VEHICL	2609	DON MC CUE CHEVROLET	431604	G417	0.00	145.48	
010925	4603	PARTS FOR VEHICL	362	1ST AYD CORPORATION	00096564-01	PSI455297	G417	0.00	610.56
010925	4603	PARTS FOR VEHICL	3714	POMP'S TIRE SERVICE,	00096612-01	410873436	G417	0.00	302.64
010925	4603	PARTS FOR VEHICL	4554	FLEET SAFETY SUPPLY	00096610-01	76629	G417	0.00	421.92
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS	4496140419	G417	0.00	28.65	
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS	4496140422	G417	0.00	9.87	
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS	4496140482	G417	0.00	157.72	
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS	4496-139575	G417	0.00	293.76	
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS	4496-139718	G417	0.00	119.67	
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS	4496-139779	G417	0.00	263.17	
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS	4496-139902	G417	0.00	155.40	
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS	4496-140179	G417	0.00	7.51	
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS	4496-140321	G417	0.00	298.60	
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS	4496-140299	G417	0.00	246.28	
010925	4603	PARTS FOR VEHICL	561	HAGGERTY FORD	5813	G417	0.00	241.79	

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FUND - 01 - GENERAL FUND

DEPT-DIV	ACCOUNT	-----TITLE-----	-----VENDOR-----	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
010925	4603	PARTS FOR VEHICL	561 HAGGERTY FORD		5819	G417	0.00	97.02
010925	4603	PARTS FOR VEHICL	561 HAGGERTY FORD		5841	G417	0.00	41.58
010925	4603	PARTS FOR VEHICL	561 HAGGERTY FORD		5836	G417	0.00	211.60
010925	4603	PARTS FOR VEHICL	561 HAGGERTY FORD		5854	G417	0.00	46.53
010925	4603	PARTS FOR VEHICL	561 HAGGERTY FORD		5855	G417	0.00	116.40
010925	4603	PARTS FOR VEHICL	561 HAGGERTY FORD		5866	G417	0.00	94.22
010925	4603	PARTS FOR VEHICL	561 HAGGERTY FORD		5853	G417	0.00	170.48
010925	4603	PARTS FOR VEHICL	561 HAGGERTY FORD		5929	G417	0.00	169.40
010925	4603	PARTS FOR VEHICL	561 HAGGERTY FORD	00096614-02	5915	G417	0.00	335.02
010925	4604	TOOLS & EQUIPMEN	4735 NAPA AUTO PARTS		4496-139252	G417	0.00	191.20
010925	4604	TOOLS & EQUIPMEN	6935 SNAP ON TOOLS	00096578-01	ARV / 484166G417		0.00	454.25
010925	4604	TOOLS & EQUIPMEN	6935 SNAP ON TOOLS	00096578-02	ARV / 484383G417		0.00	29.02
010925	4604	TOOLS & EQUIPMEN	6935 SNAP ON TOOLS	00096578-03	ARV / 484288G417		0.00	194.13
010925	4604	TOOLS & EQUIPMEN	6935 SNAP ON TOOLS	00096578-04	ARV / 484473G417		0.00	310.46
TOTAL PUBLIC WORKS-MAINT GAR							0.00	10153.55
010926	4204	ELECTRIC	151 COMED		0923084066	G417	0.00	130.99
010926	4204	ELECTRIC	151 COMED		0923084066	G417	0.00	1781.30
010926	4204	ELECTRIC	152 COMMONWEALTH EDISON		0423168236	G417	0.00	65.08
010926	4204	ELECTRIC	152 COMMONWEALTH EDISON		1557048086	G417	0.00	82.71
010926	4204	ELECTRIC	152 COMMONWEALTH EDISON		6503601005	G417	0.00	60.28
010926	4204	ELECTRIC	152 COMMONWEALTH EDISON		1323005242	G417	0.00	24.99
010926	4204	ELECTRIC	152 COMMONWEALTH EDISON		6755351043	G417	0.00	677.59
010926	4210	REFUSE DISPOSAL	14830 GROOT, INC	00095452-01	588 DK	G417	0.00	2379.60
TOTAL MOTOR FUEL TAX							0.00	5202.54
011028	4125	SOFTWARE MAINTEN	14715 SUPERION, LLC	00096542-01	317783	G417	0.00	2475.14
011028	4211	PRINTING & BINDI	12547 IMAGE AWARDS & ENGRAV	00096592-02	34675	G417	0.00	17.00
TOTAL COM DEV-PLANNING							0.00	2492.14
011029	4100	LEGAL FEES	15072 TOSCAS LAW GROUP	00096590-01	ADMIN HEARING	G417	0.00	675.00
011029	4113	ENFORCEMENT & IN	1800 B & F CONSTRUCTION CO	00096584-01	56551	G417	0.00	14375.00
011029	4113	ENFORCEMENT & IN	1800 B & F CONSTRUCTION CO	00096585-01	14538	G417	0.00	750.00
011029	4120	PLAN REVIEW	1800 B & F CONSTRUCTION CO	00096586-01	14447	G417	0.00	1050.00
011029	4120	PLAN REVIEW	1800 B & F CONSTRUCTION CO	00096587-01	56521	G417	0.00	958.48
011029	4120	PLAN REVIEW	1800 B & F CONSTRUCTION CO	00096587-02	56544	G417	0.00	425.00
011029	4120	PLAN REVIEW	1800 B & F CONSTRUCTION CO	00096587-03	56548	G417	0.00	450.00
011029	4120	PLAN REVIEW	1800 B & F CONSTRUCTION CO	00096587-04	56554	G417	0.00	425.00
011029	4120	PLAN REVIEW	1800 B & F CONSTRUCTION CO	00096587-05	56573	G417	0.00	225.00
011029	4120	PLAN REVIEW	1800 B & F CONSTRUCTION CO	00096587-06	56588	G417	0.00	736.40
011029	4125	SOFTWARE MAINTEN	14715 SUPERION, LLC	00096542-01	317783	G417	0.00	6600.36
011029	4202	TELEPHONE & ALAR	4207 VERIZON WIRELESS		585742141-00G417		0.00	47.79
011029	4202	TELEPHONE & ALAR	4207 VERIZON WIRELESS		585040673-00G417		0.00	114.07
011029	4205	WEED CUTTING	6793 W.A. MANAGEMENT, INC.	00096591-05	22944	G417	0.00	73.00
011029	4205	WEED CUTTING	6793 W.A. MANAGEMENT, INC.	00096591-06	22945	G417	0.00	73.00
011029	4205	WEED CUTTING	6793 W.A. MANAGEMENT, INC.	00096591-07	22987	G417	0.00	160.00

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FUND - 01 - GENERAL FUND

DEPT-DIV	ACCOUNT	-----TITLE-----	-----VENDOR-----	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
011029	4205	WEED CUTTING	6793	W.A. MANAGEMENT, INC.	00096591-08 23006	G417	0.00	73.00
011029	4211	PRINTING & BINDI	14773	THE RESPONSIVE MAILRO	00096589-01 56997	G417	0.00	430.44
TOTAL COM DEV-BUILDING & CODE							0.00	27641.54
011030	4225	OTHER CONTRACTUA	13590	PHALEN CONSULTING, IN	00096599-01 99	G417	0.00	3675.00
011030	4225	OTHER CONTRACTUA	13590	PHALEN CONSULTING, IN	00096599-02 100	G417	0.00	3675.00
011030	4225	OTHER CONTRACTUA	13590	PHALEN CONSULTING, IN	00096599-03 101	G417	0.00	3675.00
011030	4680	SPECIAL EVENTS	14950	RECORD-A-HIT-ENTERTAI	00096588-01 211379	G417	0.00	102.50
TOTAL COM DEV-MUSEUM							0.00	11127.50
TOTAL FUND							0.00	219487.59

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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	4554 FLEET SAFETY SUPPLY	00096574-01	76180	G417	0.00	240.00
TOTAL CAPITAL EQUIPMENT REPLACE							0.00	240.00
TOTAL FUND							0.00	240.00

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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	AUG 2021	G417	0.00	9390.21
053443	4100	LEGAL FEES	12853	GOLDSTINE, SKRODZKI,	00096535-01 156407	G417	0.00	369.52
053443	4100	LEGAL FEES	12853	GOLDSTINE, SKRODZKI,	00096537-01 156409	G417	0.00	1292.50
053443	4125	SOFTWARE MAINTEN	14715	SUPERION, LLC	00096542-01 317783	G417	0.00	11753.93
053443	4202	TELEPHONE & ALAR	4207	VERIZON WIRELESS	585040673-00G417	G417	0.00	19.00
053443	4204	ELECTRIC	152	COMMONWEALTH EDISON	3630091014	G417	0.00	20.25
053443	4204	ELECTRIC	152	COMMONWEALTH EDISON	9356418015	G417	0.00	211.69
053443	4204	ELECTRIC	152	COMMONWEALTH EDISON	1995013076	G417	0.00	82.39
053443	4225	OTHER CONTRACTUA	11849	DUPAGE RIVER SALT CRE	00096606-01 372	G417	0.00	6353.73
053443	4235	WASTEWATER TREAT	15061	WCWWA	00096596-01 062021WC	G417	0.00	218116.44
053443	4400	VEHICLE REPAIR	4774	SAFETY LANE INSPECTIO	00096573-02 20808	G417	0.00	37.00
053443	4402	LIFT STATION REP	4997	FLOW-TECHNICS	00096460-01 INV00008863	G417	0.00	4387.50
053443	4613	POSTAGE	4450	RESERVE ACCOUNT	00096600-01 POSTAGE	G417	0.00	300.00
053443	4650	MISCELLANEOUS CO	11433	DUPAGE TOPSOIL, INC.	00095948-01 051972	G417	0.00	297.50
TOTAL SEWER-SANITARY COLLECTION							0.00	252631.66
TOTAL FUND							0.00	252631.66

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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	AUG 2021	G417	0.00	9390.21
063447	4100	LEGAL FEES	12853	GOLDSTINE, SKRODZKI,	00096535-01 156407	G417	0.00	369.52
063447	4100	LEGAL FEES	12853	GOLDSTINE, SKRODZKI,	00096537-01 156409	G417	0.00	1292.50
063447	4125	SOFTWARE MAINTEN	14715	SUPERION, LLC	00096542-01 317783	G417	0.00	8183.26
063447	4202	TELEPHONE & ALAR	4207	VERIZON WIRELESS	585040673-00G417	G417	0.00	19.01
063447	4400	VEHICLE REPAIR	4774	SAFETY LANE INSPECTIO	00096573-05 20808	G417	0.00	37.00
063447	4420	PUMP STATION REP	11415	LAYNE CHRISTENSEN COM	00096031-01 2040236	G417	0.00	29973.00
063447	4603	PARTS FOR VEHICL	3829	ATLAS BOBCAT, INC.	00096563-01 BT4055	G417	0.00	128.72
063447	4603	PARTS FOR VEHICL	4554	FLEET SAFETY SUPPLY	00096574-02 76385	G417	0.00	125.96
063447	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS	00096613-01 4496-139110	G417	0.00	562.30
063447	4613	POSTAGE	4450	RESERVE ACCOUNT	00096600-01 POSTAGE	G417	0.00	300.00
063447	4620	PARTS & EQUIPMEN	4823	WATER PRODUCTS AURORA	00096559-01 0303434	G417	0.00	807.55
063447	4621	PARTS & EQUIPMEN	4823	WATER PRODUCTS AURORA	00096616-01 0303500	G417	0.00	2864.90
063447	4641	WATER METERS/PAR	13109	WATER RESOURCES, INC	00096609-01 34828	G417	0.00	2841.00
063447	4641	WATER METERS/PAR	13109	WATER RESOURCES, INC	00096609-02 34829	G417	0.00	870.00
063447	4650	MISCELLANEOUS CO	11433	DUPAGE TOPSOIL, INC.	00095948-01 051972	G417	0.00	297.50
TOTAL WATER-PRODUCTION/DIST							0.00	58062.43
063448	4202	TELEPHONE & ALAR	3400	AT&T	630Z21584212G417	G417	0.00	258.58
063448	4225	OTHER CONTRACTUA	12380	CINTAS CORPORATION	00095641-01 4087247420	G417	0.00	15.05
063448	4225	OTHER CONTRACTUA	13257	COMCAST CABLE	877120038036G417	G417	0.00	258.52
063448	4401	BUILDING REPAIR	12111	NORTHERN ILLINOIS BAC	00096562-01 24950	G417	0.00	1772.86
063448	4503	EQUIPMENT RENTAL	11273	LIFT WORKS INC.	00096565-01 156238A-1	G417	0.00	550.00
063448	4626	CHEMICALS	10925	MISSISSIPPI LIME COMP	00095628-01 1554341	G417	0.00	5207.83
063448	4626	CHEMICALS	10925	MISSISSIPPI LIME COMP	00095628-01 1554618	G417	0.00	4835.70
063448	4626	CHEMICALS	11423	OLIN CHLOR-ALKALI PRO	00095631-01 2983174	G417	0.00	3287.78
063448	4626	CHEMICALS	14295	MACCARB, INC	00095471-01 INV035572	G417	0.00	2501.25
063448	4650	MISCELLANEOUS CO	4985	THE UPS STORE		G417	0.00	23.93
TOTAL WATER-TREATMENT PLANT OP							0.00	18711.50
TOTAL FUND							0.00	76773.93

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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	AUG 2021	G417	0.00	908.73
083453	4227	STREET LIGHT MAI	10716	UTILITY DYNAMICS CORP	00096465-01 0617-2743	G417	0.00	3110.00
083453	4227	STREET LIGHT MAI	5000	MEADE, INC	00096560-01 696873	G417	0.00	1016.02
083453	4612	STREET LIGHT MAT	11480	PJD ELECTRICAL SALES,	00095649-02 22106A	G417	0.00	6578.25
083453	4612	STREET LIGHT MAT	2013	GRAINGER	9925886039	G417	0.00	298.32
083453	4612	STREET LIGHT MAT	2013	GRAINGER	9927740630	G417	0.00	279.80
083453	4612	STREET LIGHT MAT	231	MC MASTER-CARR SUPPLY	59830333	G417	0.00	198.96
083453	4612	STREET LIGHT MAT	231	MC MASTER-CARR SUPPLY	59967180	G417	0.00	38.39
083453	4672	BIT PATCH-HOT	12722	ALLIED ASPHALT PAVING	00096101-01 235506	G417	0.00	53.00
083453	4872	ROW MATERIALS	3349	TRAFFIC CONTROL AND P	107258	G417	0.00	77.60
083453	4872	ROW MATERIALS	3349	TRAFFIC CONTROL AND P	107256	G417	0.00	48.45
083453	4872	ROW MATERIALS	3349	TRAFFIC CONTROL AND P	107257	G417	0.00	116.40
083453	4872	ROW MATERIALS	3349	TRAFFIC CONTROL AND P	107193	G417	0.00	296.20
083453	4872	ROW MATERIALS	3349	TRAFFIC CONTROL AND P	00096186-01 107255	G417	0.00	680.00
TOTAL CAPITAL PROJECTS							0.00	13700.12
TOTAL FUND							0.00	13700.12



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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	AUG 2021	G417	0.00	1514.55
093454	4225	OTHER CONTRACTUA	13590	PHALEN CONSULTING, IN	00096599-01 99	G417	0.00	3675.00
093454	4225	OTHER CONTRACTUA	13590	PHALEN CONSULTING, IN	00096599-02 100	G417	0.00	3675.00
093454	4225	OTHER CONTRACTUA	13590	PHALEN CONSULTING, IN	00096599-03 101	G417	0.00	3675.00
093454	4815	STREETSCAPE PROG	12241	HEINZ BROTHERS GREENH	00096597-01 240232002	G417	0.00	1620.00
TOTAL DOWNTOWN TIF							0.00	14159.55
TOTAL FUND							0.00	14159.55

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FUND - 28 - MISCELLANEOUS DEPOSITSIN

DEPT-DIV	ACCOUNT	-----TITLE-----	-----VENDOR-----	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
28	224500	MISCELLANEOUS DE	15396 ESCALANTE, CARLA	00096583-01	134 W HAZEL	G417	0.00	1500.00
TOTAL MISCELLANEOUS DEPOSITSIN							0.00	1500.00
TOTAL FUND							0.00	1500.00

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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	G417	0.00	348.70
433476	4204	ELECTRIC	152	COMMONWEALTH EDISON	6123152005	G417	0.00	355.26
433476	4225	OTHER CONTRACTUA	11587	TOTAL PARKING SOLUTIO	00096618-01 105174	G417	0.00	3840.00
433476	4613	POSTAGE	4450	RESERVE ACCOUNT	00096600-01 POSTAGE	G417	0.00	300.00
TOTAL COMMUTER PARKING FUND							0.00	4843.96
TOTAL FUND							0.00	4843.96
TOTAL CHECK TRANSACTIONS							0.00	365220.37
TOTAL EFT TRANSACTIONS							0.00	218116.44
TOTAL REPORT							0.00	583336.81

# CITY OF WEST CHICAGO

## INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Ordinance No. 21-O-0017– Authorizing the Disposal of Surplus Equipment, Stock Inventory, and/or Personal Property Owned By the City of West Chicago

AGENDA ITEM NUMBER: 8.A.

COMMITTEE AGENDA DATE: July 1, 2021

COUNCIL AGENDA DATE: July 6, 2021

**STAFF REVIEW:** Timothy R. Wilcox, Interim Public Works Director

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

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

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

**ITEM SUMMARY:**

City staff has identified surplus equipment, stock inventory, and/or personal property that has no useful life and is no longer useful to the City, has little or no salvage value, and should be properly disposed of (please refer to Ordinance No. 21-O-0017 and Attachment A for additional information).

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

**ACTIONS PROPOSED:**

Adopt Ordinance No. 21-O-0017 for the disposal or sale of surplus equipment, stock inventory, and/or personal property owned by the City of West Chicago.

**COMMITTEE RECOMMENDATION:**

Pending recommendation from the Infrastructure Committee at its meeting on July 1, 2021.

# CITY OF WEST CHICAGO

## INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 21-R-0051 - Contract Award – Commerce Drive Reconstruction Project (MFT Section No. 20-00086-00-PV)

**AGENDA ITEM NUMBER:** 8.B.**COMMITTEE AGENDA DATE:** July 1, 2021**COUNCIL AGENDA DATE:** July 6, 2021**STAFF REVIEW:** Timothy R. Wilcox, Assistant Director of Public Works**SIGNATURE** \_\_\_\_\_**APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** \_\_\_\_\_**ITEM SUMMARY:**

The Commerce Drive Reconstruction Project, as prepared by the City's engineering consultant Thomas Engineering Group (TEG), mainly consists of full-depth hot-mix asphalt (HMA) roadway reconstruction along Commerce Drive, which has a length of 1,365 feet (0.26 miles) and is located south off of Roosevelt Road (IL Route 38). The project also includes, but is not limited to HMA pavement removal, earth excavation, installation of full-depth aggregate subgrade, HMA pavement installation, intermittent curb and gutter removal and replacement, and final restoration. All quantities on the Schedule of Prices were used in determining the lowest responsible bidder.

The request for bids was advertised in the Daily Herald on June 1, 2021, and bids were opened on June 22, 2021. There were approximately 15 known plan holders, and the City received 10 bids with Schroeder Asphalt Services, Inc. of Huntley, Illinois as the lowest responsible bidder with a bid of \$639,792.12. The engineer's estimate of probable cost was \$769,680.50 (see attached bid tabulation sheet for additional clarification). The second lowest bid was submitted by A. Lamp Concrete Contractors, Inc. of Schaumburg, Illinois with a bid of \$668,677.82.

Schroeder Asphalt has previously contracted with the City to perform similar work in the past. Most recently in 2019, they were awarded the City's Washington Street Reconstruction Project (Sect: 16-00079-00-PV) which was performed satisfactorily.

Staff called Schroeder Asphalt's project references and spoke directly with representatives from the Village of Arlington Heights and the Village of Streamwood who provided a positive reference on Schroeder Asphalt's behalf. Schroeder Asphalt is registered by the Illinois Department of Transportation as a prequalified contractor.

Staff recommends the Commerce Drive Reconstruction Project be awarded to Schroeder Asphalt Services, Inc., for a contract amount not to exceed \$639,792.12.

The cost of this project will be paid using Motor Fuel Tax (MFT) Fund (01-09-26-4807) where \$953,500.00 has been budgeted for street improvements in 2021.

**ACTIONS PROPOSED:**

Approve Resolution No. 21-R-0051 authorizing the Mayor to execute a Contract with the lowest responsible bidder, Schroeder Asphalt Services, Inc., for a contract amount not to exceed \$639,792.12 for the Commerce Drive Reconstruction Project.

**COMMITTEE RECOMMENDATION:**

Pending recommendation from the Infrastructure Committee at its meeting on July 1, 2021.

# CITY OF WEST CHICAGO

## INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 21-R-0052 - Contract Award – Schroeder & Schroeder, Inc. for the 2021 Sidewalk and Curb Maintenance Program

**AGENDA ITEM NUMBER:** 8.C.**COMMITTEE AGENDA DATE:** July 1, 2021**COUNCIL AGENDA DATE:** July 6, 2021**STAFF REVIEW:** Timothy R. Wilcox, Interim Director of Public Works**SIGNATURE** \_\_\_\_\_**APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** \_\_\_\_\_**ITEM SUMMARY:**

The 2021 Sidewalk and Curb Maintenance Program will consist of over 7,600 square feet of intermittent sidewalk removal and replacement of mostly residential concrete sidewalk located throughout the City of West Chicago. The program also includes, but is not limited to: approximately 450 linear feet of intermittent curb and gutter removal and replacement, 2-inch and 4-inch aggregate base course for ground stabilization, removal and replacement of HMA and PCC driveways, detectable warning field installation, tree root pruning, HMA pavement patching, and landscape restoration. All quantities on the Schedule of Prices were used in determining the lowest responsible bidder.

Plans and bid specifications were prepared by Thomas Engineering Group, LLC (TEG), and the 2021 Sidewalk and Curb Maintenance Program was advertised in the Daily Herald on June 1, 2021, and bids were opened on June 22, 2021. There were four plan holders and the City received two bids. Schroeder & Schroeder, Inc. (Schroeder) of Skokie, Illinois, submitted the lowest responsible bid of \$135,620.00. The other bid proposal, submitted by Alliance Contractors Inc., was \$200,276.90. TEG's engineer's estimate of probable cost was \$123,396.00 (see attached bid tabulation sheets for additional clarification).

TEG called Schroeder's project references and spoke directly with representatives from the Village of Algonquin and the Village of Roselle who provided a positive reference on Schroeder's behalf. Schroeder is registered by the Illinois Department of Transportation as a prequalified contractor.

Although Schroeder's bid is approximately 9% over the engineers estimate, staff believes it would be difficult to re-bid and still be able to fit a program in with limited time remaining in the year. It is also unlikely re-bidding would result in additional bids or lower pricing. There is \$135,000 budgeted in the Capital Projects Fund for Sidewalk, Curb, and Gutter Replacement. It should also be noted that this year's Commerce Drive Reconstruction Project bid came in at approximately 16.8% lower than the engineer's estimate which should result in an overall savings.

Staff recommends that a contract be awarded to Schroeder & Schroeder, Inc. of Skokie, Illinois, for services related to the 2021 Sidewalk and Curb Maintenance Program, for an amount not to exceed \$135,620.00.

This year's program will be paid for using Capital Project Funds in which \$135,000.00 has been budgeted for the combined Sidewalk, Curb, and Gutter Replacement Program (08-34-53-4863).

## CITY OF WEST CHICAGO

**ACTIONS PROPOSED:**

Approve Resolution No. 21-R-0052 authorizing the Mayor to execute a Contract with Schroeder & Schroeder, Inc. of Skokie, Illinois, in an amount not to exceed \$135,620.00 for the 2021 Sidewalk and Curb Maintenance Program.

**COMMITTEE RECOMMENDATION:**

Pending recommendation from the Infrastructure Committee at its meeting on July 1, 2021.

CITY OF WEST CHICAGO

PUBLIC AFFAIRS COMMITTEE  
AGENDA ITEM SUMMARY

ITEM TITLE:

Fireworks at Reed-Kepler Park  
Tacos and Art Fest

AGENDA ITEM NUMBER: 8-D.

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

COMMITTEE AGENDA DATE: June 28, 2021

COUNCIL AGENDA DATE: July 6, 2021

STAFF REVIEW: Tom Dabareiner

SIGNATURE 

APPROVED BY CITY ADMINISTRATOR:  
Michael Guttman

SIGNATURE \_\_\_\_\_

ITEM SUMMARY:

A City-sponsored fireworks display is scheduled for Saturday, August 14, 2021 from 9:30 p.m. to 10:00 p.m. at Reed Kepler Park.

This event takes place in partnership with the West Chicago Park District as part of the Park District's Tacos and Art Festival. The fireworks display in the past has been a part of the "Hello Summer" event, however, due to COVID-19 that event was cancelled.

A Fireworks Permit must be issued by the West Chicago Fire Protection District prior to the fireworks display. City staff will work with the fireworks contractor and the West Chicago Fire Protection District to ensure all appropriate Fireworks Permit documentation is acquired, submitted, and approved in time for the event.

Certificates of Insurance naming the City as additional insured and/or hold harmless waivers will be secured as necessary.

ACTIONS PROPOSED:

Approval for use of Police and Public Works services to support the fireworks display in cooperation with the Park District and Fire Protection District (see attached fireworks layout utilized in 2018 & 2019, to be proposed again for 2021, pending the fireworks contractor's proposal and corresponding Fire Protection District approval).

COMMITTEE RECOMMENDATION:

At its June 28, 2021 meeting, the members of the Committee voted unanimously to recommend approval of the Fireworks at Reed-Kepler Park, contingent on any orders from any government related to assembly.



# CITY OF WEST CHICAGO

## PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Healthy West Chicago Fun Run  
Special Event Permit Application  
Healthy West Chicago

**AGENDA ITEM NUMBER:** 8. E.**FILE NUMBER:** \_\_\_\_\_**COMMITTEE AGENDA DATE:** June 28, 2021**COUNCIL AGENDA DATE:** July 6, 2021**STAFF REVIEW:** Tom Dabareiner**SIGNATURE**  \_\_\_\_\_**APPROVED BY CITY ADMINISTRATOR:**

Michael Guttman

**SIGNATURE** \_\_\_\_\_**ITEM SUMMARY:**

Healthy West Chicago is seeking approval for a 5k Fun Run scheduled for Saturday, August 21, 2021 from 6:30 a.m. – 11:00 a.m. with an estimate of 200 attendees. All proceeds from this event will be used to support Healthy West Chicago programming and sustainability.

Set-up is scheduled to begin at 6:30 a.m. The race begins at 8:30 a.m. The event is expected to end at approximately 11:00 a.m.

Healthy West Chicago has requested use of the public walkway along Yale Street as well as National Street east of Yale Street for the race route. Reed Keppler Park and the ARC Center have also been requested for use.

The Special Event Permit Application, which includes the requests of the City and Park District, has been reviewed and approved by staff from the Police, Public Works, and Community Development Departments as well as the Park District and Fire Protection District. The Special Event Permit Application is attached, which includes the course map.

**ACTIONS PROPOSED:**

Recommend event for approval as proposed, contingent upon submittal and approval of required insurance documentation.

**COMMITTEE RECOMMENDATION:**

At its June 28, 2021 meeting, the members of the Committee voted unanimously to recommend approval of the Healthy West Chicago Fun Run, contingent on any orders from any government related to assembly.

# CITY OF WEST CHICAGO

## PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

West Chicago Food Festival

AGENDA ITEM NUMBER: 8.F.

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

COMMITTEE AGENDA DATE: June 28, 2021

COUNCIL AGENDA DATE: July 6, 2021

STAFF REVIEW: Tom Dabareiner

SIGNATURE 

APPROVED BY CITY ADMINISTRATOR:

Michael Guttman

SIGNATURE \_\_\_\_\_

**ITEM SUMMARY:**

West Chicago Food Festival is scheduled for Saturday, August 28, 2021 from 11:00 a.m. to 3:00 p.m. in Downtown West Chicago.

This event is free to the public, sponsored by the City with the support of community partners. The Food Festival includes, but is not limited to: food vendor sales, live entertainment, and family activities.

The layout implemented in 2019 will be utilized again this year. The event will take place outside, primarily along Main Street and Galena Street.

Certificates of Insurance naming the City as additional insured and/or hold harmless waivers will be secured as necessary.

**ACTIONS PROPOSED:**

Approval for:

- Use of City streets for vendor staging and event activities (see attached layout map).
- Use of Police and Public Works services to support the event.
- Closure of Turner Court, Main Street from W. Washington Street to 306 Main Street, and Galena Street from Main Street to High Street from 5:00 a.m. to 6:00 p.m. on event day, while maintaining clearance for emergency vehicles.
- Use of the public right-of-way for the posting of signs promoting the event and its supporting activities.

**COMMITTEE RECOMMENDATION:**

At its June 28, 2021 meeting, the members of the Committee voted unanimously to recommend approval of the Food Festival, contingent on any orders from any government related to assembly.

CITY OF WEST CHICAGO

PUBLIC AFFAIRS COMMITTEE  
AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>  Homecoming Parade West Chicago Community High School District 94	<b>AGENDA ITEM NUMBER:</b> <u>8.6.</u>  <b>FILE NUMBER:</b> _____  <b>COMMITTEE AGENDA DATE:</b> June 28, 2021 <b>COUNCIL AGENDA DATE:</b> July 6, 2021
--	--

<b>STAFF REVIEW:</b> Tom Dabareiner	<b>SIGNATURE</b> 
<b>APPROVED BY CITY ADMINISTRATOR:</b> Michael Guttman	<b>SIGNATURE</b> _____

**ITEM SUMMARY:**

West Chicago Community High School District 94 is seeking approval for their annual Homecoming Parade scheduled for Friday, October 1, 2021 from 12:45 p.m. – 2:00 p.m. with an estimate of 2,000 attendees.

The event organizer has requested the use of City streets for the parade, and the support of the Police & Fire Department to accommodate and accompany floats, vehicles, and parade walkers.

The Special Event Permit Application, which includes the requests of the City, has been reviewed and approved by staff from the Police, Public Works, and Community Development Departments as well as the West Chicago Fire Protection District. The Special Event Permit Application is attached, which includes the current proposed parade route.

**ACTIONS PROPOSED:**

Recommend event for approval. Approval is also contingent upon submittal and approval of required insurance documentation.

**COMMITTEE RECOMMENDATION:**

At its June 28, 2021 meeting, the members of the Committee voted unanimously to recommend approval of the Homecoming Parade, contingent on any orders from any government related to assembly.

**RESOLUTION NO. 21-R-0048**

**A RESOLUTION TERMINATING, IN PART, THE CONTINUED DECLARATION  
OF A LOCAL DISASTER EMERGENCY IN THE CITY OF WEST CHICAGO  
DUE TO THE COVID-19 PANDEMIC**

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

**WHEREAS**, the COVID-19 virus has been declared a Pandemic by the World Health Organization; and

**WHEREAS**, accordingly, the Governor of the State of Illinois declared a State-wide emergency concerning the Pandemic; and

**WHEREAS**, the Governor of the State of Illinois issued a number of Executive Orders which, among other things, required residents to stay-at-home, practice social distancing, the closing or curtailing of businesses and their operations, and prohibited and/or limited public and private gatherings; and

**WHEREAS**, the DuPage County Board Chairman also issued a Disaster Proclamation affecting all DuPage County units of local government; and

**WHEREAS**, pursuant to the Illinois Emergency Management Agency Act, 20 ILCS 3305/1 *et seq.* (the “Act”), on March 30, 2020, the Mayor of the City also declared a Local Disaster Emergency in the City due to the COVID-19 Pandemic; and

**WHEREAS**, the City Council of the City (hereinafter referred to as the “City Council”), under section 11 of the Act, consented to and thereafter continued the Declaration of a Local Disaster Emergency in the City; and

**WHEREAS**, the Governor, in recognition of the Reports, Guidelines and Regulations of the Health Organizations, has moved the State to Phase 5 of the *Restore Illinois Plan*, eliminating many of the previously ordered restrictions and opening the State back up to nearly pre-Pandemic conditions; and

**WHEREAS**, due to the significant continuing health conditions of the COVID-19 Pandemic to the local community, the City Council has determined that it is in the best interests of the health and safety of the local community to terminate, in part, the Declaration of a Local Disaster Emergency in the City, unless conditions relating to the Pandemic were to reoccur; and

**WHEREAS**, the City Council recognizes that certain first responders, Police personnel and essential Public Works positions are still required to work and discharge their duties specifically in order to address the Pandemic conditions and aftermath effect on the safety, health and welfare of the residents of the City; and

**WHEREAS**, as a result of the important public safety concern, the general termination of the Pandemic Declaration provided for herein is not fully applicable to the Police Department or the essential Public Works Employees; and

**WHEREAS**, the Pandemic conditions have also impacted the Police Academies, which are necessary for filling Police Officer positions; and

**WHEREAS**, the Pandemic conditions have impacted the leave and vacation time available to the Police Department and Public Works employees; and

**WHEREAS**, the Pandemic conditions have impacted the City's ability to fully man and staff the various Police Shifts, as provided for in the Collective Bargaining Agreements; and

**WHEREAS**, in order to address these conditions, it will be necessary, for the preservation of the public health, safety and welfare to permit the City Administrator to implement such emergency staffing protocols and procedures as may be necessary to provide alternate staffing, including the utilization of furloughs and, if necessary, layoffs; and

**WHEREAS**, the emergency staffing authority of the City Administrator is also designed and intended to assist in the preservation of the health and welfare of City employees; and

**WHEREAS**, this emergency authorization may require the temporary deviation from certain Collective Bargaining Agreement provisions, the City's Personnel Policies and/or the general terms and conditions of employment for certain City employees; and

**WHEREAS**, the City Council deems it in the best interest of the City, its residents and employees to provide for the continued Declaration of a Civil Emergency due to the Pandemic, relative to the staffing and other personnel decisions of the City, as provided for herein.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WEST CHICAGO, DUPAGE COUNTY, AN ILLINOIS MUNICIPAL CORPORATION**, as follows:

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

**SECTION 2:** The City Council, except for as provided for herein, hereby consents to terminate, in part, the Declaration of a Local Disaster Emergency in the City, effective immediately.

**SECTION 3:** The City Council hereby consents to the continuation of portions of the Declaration of a Local Disaster Emergency in the City to provide for a Declaration of Civil Emergency for staffing and personnel related issues.

**SECTION 4:** The remaining portion of Declaration of a Local Disaster Emergency in the City shall include authorization to the City Administrator to implement such emergency staffing protocols and procedures as may be necessary for the preservation of public health and safety, and for the preservation of the health of City employees. Specifically, and without limitation of the foregoing, the City Administrator is authorized to implement alternative staffing protocols (including layoffs and furloughs), procedures, and shifts for all City Departments.

**SECTION 5:** The remaining portion of Declaration of the Local Disaster Emergency in the City shall also include authorization to the City Administrator to temporarily adjust any personnel policies related to leave time, other benefits or terms and conditions of employment as are reasonably related to providing sufficient staffing during the term of the emergency, in accordance with applicable law.

**SECTION 6:** That the City Council hereby acknowledges that it was, prior to contract execution, made aware of three purchases using the emergency purchasing guidelines during the State of Emergency that would normally have exceeded the City Administrator's spending authority, as follows: dehumidification equipment for City Hall as well as the search firm to conduct external recruitments to fill the Director of Public

Works and Chief of Police vacant positions.

SECTION 7: The Mayor, City Administrator, City Clerk, Staff, and/or the City Attorney shall take all the steps necessary to carry into effect this action

SECTION 8: 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 9: This Resolution shall be in full force and effect from and after its adoption, approval, and publication in pamphlet form as provided by law.

ADOPTED this 6<sup>th</sup> day of July, 2021.

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

NAYS: \_\_\_\_\_

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

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

APPROVED this 6<sup>th</sup> day of July, 2021

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

ATTEST:

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

PUBLISHED: July \_\_\_\_\_, 2021

# CITY OF WEST CHICAGO

## CITY COUNCIL AGENDA ITEM SUMMARY

**ITEM TITLE:**

Discovery Drive Investors II, LLC

Resolution No. 21-R-0049 – Partial Property Tax Abatement

Resolution No. 21-R-0050 – Economic Incentives

AGENDA ITEM NUMBER: 8. I & J.

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

COMMITTEE AGENDA DATE: N/A

COUNCIL AGENDA DATE: 7/6/2021

**STAFF REVIEW:**

SIGNATURE \_\_\_\_\_

**APPROVED BY CITY ADMINISTRATOR:**

SIGNATURE \_\_\_\_\_

**ITEM SUMMARY:**

In 2015, the Finance Committee endorsed a package of incentives to attract larger businesses to our community, which included a partial property tax abatement, partial rebates of utility taxes and a partial waiver of building permit fees.

The attached letter explains the need and request for incentives, similar to the first building; Suncoast will occupy this second building as well.

The incentives tentatively agreed to by the parties include the following: (1) a 40% (initial one was 50%) property tax abatement for 10 years, up to \$4,000,000 by District 33, District 94, the Fire Protection District, the Library District, the DuPage Airport Authority and the City; (2) a waiver of 50% of the building permit fees by the City (excluding the sewer capacity charge and third party fees paid for by the City); and (3) a rebate of the City's electric use tax, up to \$200,000, if a manufacturing component is added to this development.

In return for the incentives, the building would need to remain operational for 15 years, or else there are clawback provisions that would result in portions of the incentives being repaid, the amount determined by the number of years the building was occupied.

**ACTIONS PROPOSED:**

Staff recommends approval of Resolutions Nos. 21-R-0049 and 21-R-0050.

**COMMITTEE RECOMMENDATION:**

This item was presented at the last Finance Committee meeting, and the members present indicated that these items should go directly to the City Council as it matches the 2015 direction.



June 9, 2021

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

RE: DuPage Business Park Tax Abatement Program

Dear Mr. Guttman:

Suncast Corporation is a premier U.S. manufacturing company based entirely in the Fox Valley, Illinois. We started here in 1985. Since then, we have grown to become an industry leader, and one of the Valley's largest employers.

Suncast products are sold domestically and internationally, and our brand as well as our reputation for high quality and reliability are universally known, including among our major outlets and channels such as Home Depot, Lowes, Walmart, Ace Hardware, Amazon and many others.

We are committed to innovation, safety, environmental sustainability (including renewable energy and recycling), supporting our communities and making the world a better place. We are dedicated to making our products in the U.S. as well as to remaining an "Employer of Choice" that provides outstanding career opportunities, great benefits and an atmosphere that supports the health, well-being and safety of our employees.

In 2019, Suncast signed a 15-year lease to expand its operations into a new state-of-the-art 782,000 square foot distribution center at 805 Discovery Drive in West Chicago. We are pleased that this resulted in the creation of over 100 new direct jobs and other valuable direct and indirect economic and social benefits for the community.

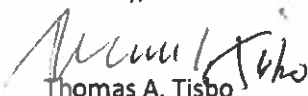
We are now working with a developer on evaluating a new \$40+ million investment opportunity to further expand our operations into yet another new, state-of-the-art warehouse facility located in West Chicago. The facility under consideration would be located on the 42 acres adjacent to 805 Discovery Drive, total 716,000 square feet and could be completed as early as the fall of 2022.

As with our 2019 expansion, we believe the new facility under consideration would also result in substantial benefits to the community, including the creation of over 100 new additional direct jobs, local economic growth, new tax revenues and many other valuable economic and social benefits.

In order to make this expansion feasible, we are requesting a tax abatement from the taxing districts that is comparable to the incentives received for the 805 Discovery Drive project. The requested abatement would only partially offset our move and expansion costs, but is absolutely necessary to justify the new building cost.

Thank you very much for considering this request. We are hopeful that a positive response will enable us to further expand our West Chicago operations.

Sincerely,

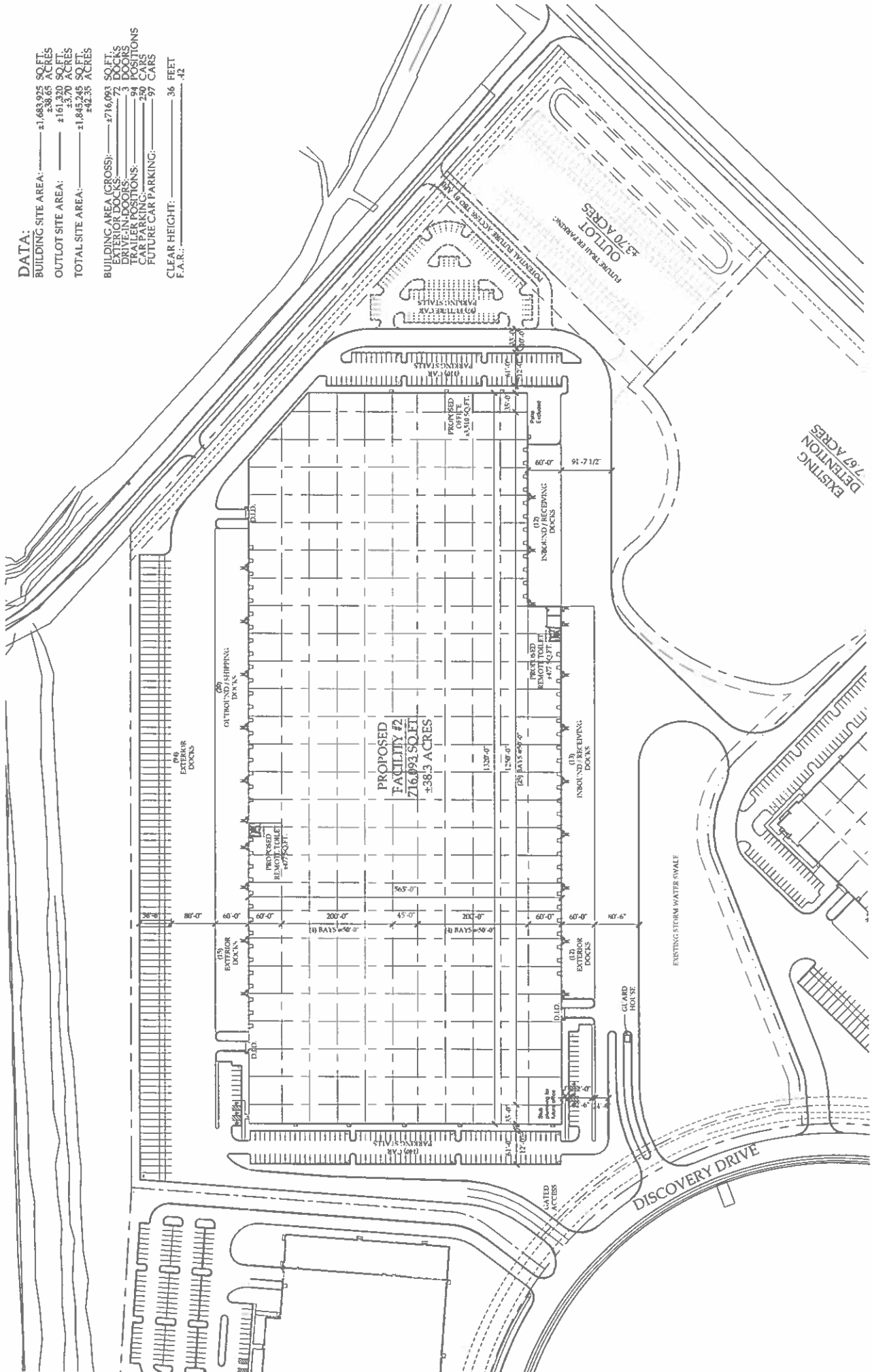
  
Thomas A. Tisbo  
Executive Chairman

cc: Mayor Rueben Pineda, City of West Chicago, 475 Main Street, West Chicago, IL 60185



**DATA:**

- BUILDING SITE AREA: 1,683,925 SQ.FT.
- OUTLOT SITE AREA: 2,885 SQ.FT.
- TOTAL SITE AREA: 1,686,810 ACRES
- BUILDING AREA (GROSS): 4716,093 SQ.FT.
- EXTERIOR DOCKS: 72 DOCKS
- TRAILER POSITIONS: 93 POSITIONS
- CAR PARKING: 250 CARS
- FUTURE CAR PARKING: 97 CARS
- CLEAR HEIGHT: 36 FEET
- F.A.R.: .42



**PROPOSED BUILDING STUDY**

PHASE 1 AND PHASE 2, DUFFAGE BUSINESS CENTER - WEST CHICAGO, ILLINOIS



Suncast Build to Suit - Building 2  
Tax and Abatement Estimate at 40%

Updated 6/15/2021

Year	Market Value Total	Per SF	Assessed Value	Exc. Abatement	Annual Tax		Adjusted Tax Rate (1)	Annual Tax Inc. Abatement	Per SF	Abatement Savings	Per SF
					Abatement	Per SF					
Year 0	\$5,686,035	\$8	\$1,893,449		\$183,000	\$0.26	0%	\$183,000	\$0.26	\$0	\$0.00
Year 1	\$34,240,492	\$48	\$11,402,084		\$1,102,000	\$1.54	40%	\$746,627	\$1.04	\$355,373	\$0.50
Year 2	\$34,925,302	\$49	\$11,630,126		\$1,124,040	\$1.57	40%	\$761,560	\$1.06	\$362,480	\$0.51
Year 3	\$35,623,808	\$50	\$11,862,728		\$1,146,521	\$1.60	40%	\$776,791	\$1.08	\$369,730	\$0.52
Year 4	\$36,336,284	\$51	\$12,099,993		\$1,169,451	\$1.63	40%	\$792,327	\$1.11	\$377,124	\$0.53
Year 5	\$39,056,532	\$55	\$13,005,825		\$1,257,000	\$1.76	40%	\$851,643	\$1.19	\$405,357	\$0.57
Year 6	\$39,837,663	\$56	\$13,265,942		\$1,282,140	\$1.79	40%	\$868,676	\$1.21	\$413,464	\$0.58
Year 7	\$40,634,416	\$57	\$13,531,261		\$1,307,783	\$1.83	40%	\$886,049	\$1.24	\$421,734	\$0.59
Year 8	\$41,447,104	\$58	\$13,801,886		\$1,333,938	\$1.86	40%	\$903,770	\$1.26	\$430,168	\$0.60
Year 9	\$44,556,139	\$62	\$14,837,194		\$1,434,000	\$2.00	40%	\$971,564	\$1.36	\$462,436	\$0.65
Year 10	\$45,447,262	\$63	\$15,133,938		\$1,462,680	\$2.04	40%	\$1,060,547	\$1.48	\$402,133	\$0.56
Year 11	\$46,356,207	\$65	\$15,436,617		\$1,491,934	\$2.08	40%	\$1,491,934	\$2.08	\$0	\$0.00
Year 12	\$47,283,331	\$66	\$15,745,349		\$1,521,772	\$2.13	40%	\$1,521,772	\$2.13	\$0	\$0.00
Year 13	\$50,832,527	\$71	\$16,977,232		\$1,636,000	\$2.28	40%	\$1,636,000	\$2.28	\$0	\$0.00
Year 14	\$51,849,178	\$72	\$17,265,776		\$1,668,720	\$2.33	40%	\$1,668,720	\$2.33	\$0	\$0.00
Year 15	\$52,886,161	\$74	\$17,611,092		\$1,702,094	\$2.38	40%	\$1,702,094	\$2.38	\$0	\$0.00
Total	\$646,998,442	\$60	\$215,450,481		\$20,823,074	\$1.92	36%	\$16,823,074	\$1.55	\$4,000,000	\$0.37
Average (excludes Yr 0)	\$42,754,160	\$60	\$14,237,135		\$1,376,005	\$1.92	36%	\$1,109,338	\$1.55	\$266,667	\$0.37

Per Crane & Norcross estimate dated 5-17-21

PRG Estimates

Building SF 716,093

- (1) Weighted average tax rate adjusted for abatement benefit
- (2) Higher taxes starting in year 9 (red) due to total abatement benefit capped
- (3) Debt service portion of school district taxes excluded from abatement - conf

Taxing Districts

County of DuPage	Rate - 2020	Included in Abatement	Potential Abated	Debt Svc (3)	Abated
County of DuPage	0.0975	No	0	-	0.0000
Pension Fund	0.0202	No	0	-	0.0000
County Health Dept	0.0308	No	0	-	0.0000
Pension Fund	0.0124	No	0	-	0.0000
Forest Preserve	0.1128	No	0	-	0.0000
Pension Fund	0.0077	No	0	-	0.0000
DuPage Airport Authority	0.0148	Yes	0.0148	-	0.0148
DuPage Water Comm	0.0000	No	0	-	0.0000
Winfield Township	0.0811	No	0	-	0.0000
Winfield Township Road	0.1390	No	0	-	0.0000
Pension Fund	0.0058	No	0	-	0.0000
City of West Chicago	0.4996	Yes	0.4996	-	0.4996
Warrenville Park	0.4495	No	0	-	0.0000
West Chicago Fire	0.7816	Yes	0.7816	0.0800	0.7191
Pension Fund	0.1310	Yes	0.131	-	0.1310
West Chicago Library	0.2683	Yes	0.2683	-	0.2683
Pension Fund	0.0158	Yes	0.0158	-	0.0158
Grade School Dist #33	4.3319	Yes	4.3319	0.0730	4.0157
Pension Fund	0.2455	Yes	0.2455	-	0.2455
High School Dist # 94	2.1412	Yes	2.1412	0.1523	1.8151
Pension Fund	0.0670	Yes	0.067	-	0.0670
College of DuPage	0.2114	No	0	-	0.0000
Total	9.6649		8.4967		7.7918
Percent Abated			88%		81%
Adjusted Tax Rate with Abatement			1.1682		1.8731

All Taxing Districts Rate	9.66%
Abated Districts Rate (exc debt svc)	7.79%
Adjusted Rate (100% abate)	1.87%
Adjusted Rate (50% abate)	5.77%

Abatement calculation assumes all tax growth based on assessed value increases. Abatement would increase slightly if tax rate grows.

**RESOLUTION NO. 21-R-0049**

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WEST CHICAGO, DUPAGE AIRPORT AUTHORITY, WEST CHICAGO LIBRARY DISTRICT, WEST CHICAGO FIRE PROTECTION DISTRICT, WEST CHICAGO ELEMENTARY DISTRICT 33, COMMUNITY HIGH SCHOOL DISTRICT 94 AND DISCOVERY DRIVE INVESTORS II, LLC IN REGARD TO A PROPERTY TAX ABATEMENT RELATIVE TO THE DEVELOPMENT OF THE DISCOVERY DRIVE INVESTORS II PROPERTY

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 an Intergovernmental Agreement Between the City of West Chicago, DuPage Airport Authority, West Chicago Library District, West Chicago Fire Protection District, West Chicago Elementary School District 33, Community High School District 94 and Discovery Drive Investors II, LLC in regard to a Property Tax Abatement Relative to the Development of the Discovery Drive Investors II Property, a copy of which, in substantially the same form, is attached hereto and incorporated herein as Exhibit "A".

APPROVED this 6<sup>th</sup> day of July, 2021.

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

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

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

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

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

ATTEST:

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

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF WEST CHICAGO, DUPAGE AIRPORT AUTHORITY, WEST  
CHICAGO LIBRARY DISTRICT, WEST CHICAGO FIRE PROTECTION DISTRICT,  
WEST CHICAGO ELEMENTARY SCHOOL DISTRICT 33, COMMUNITY HIGH  
SCHOOL DISTRICT 94 AND DISCOVERY DRIVE INVESTORS II, LLC IN REGARD  
TO A PROPERTY TAX ABATEMENT RELATIVE TO THE DEVELOPMENT OF THE  
DISCOVERY DRIVE INVESTORS II, L.L.C.'S PROPERTY**

This INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 ("Effective Date"), by and between the CITY OF WEST CHICAGO, an Illinois home rule municipal corporation ("CITY"), the DUPAGE AIRPORT AUTHORITY, an Illinois airport authority ("AIRPORT"), the WEST CHICAGO LIBRARY DISTRICT, an Illinois library district ("LIBRARY"), the WEST CHICAGO FIRE PROTECTION DISTRICT, an Illinois fire protection district ("FIRE PROTECTION DISTRICT"), the WEST CHICAGO ELEMENTARY SCHOOL DISTRICT 33, an Illinois school district ("ELEMENTARY SCHOOL DISTRICT"), the COMMUNITY HIGH SCHOOL DISTRICT 94, an Illinois school district ("HIGH SCHOOL DISTRICT"), and DISCOVERY DRIVE INVESTORS II, L.L.C., a Delaware limited liability company authorized to conduct business in the State of Illinois ("DEVELOPER"). The CITY, the AIRPORT, the LIBRARY, the FIRE PROTECTION DISTRICT, the ELEMENTARY SCHOOL DISTRICT, the HIGH SCHOOL DISTRICT, and the DEVELOPER are sometimes individually referred to herein as a "Party" and collectively referred to as the "Parties."

**WITNESSETH**

**WHEREAS**, DEVELOPER is under contract to acquire approximately 42.273 acres of land in the DuPage Business Park located in, West Chicago, Illinois, with said property being legally described on EXHIBIT A-1 attached hereto and made part hereof,

and depicted on EXHIBIT A-2 attached hereto and made part hereof (“Subject Property”); and

**WHEREAS**, the DEVELOPER desires to develop the Subject Property into a warehouse and/or manufacturing operation consisting of a building of approximately seven hundred sixteen thousand (716,000) square feet, as depicted on and further described in EXHIBIT B-1 and EXHIBIT B-2, respectively, attached hereto and made a part hereof (“Project”); and

**WHEREAS**, the DEVELOPER desires to own, develop and lease the Project on the Subject Property; and

**WHEREAS**, in order to induce the DEVELOPER to proceed with the Project, the CITY, the AIRPORT, the LIBRARY, the FIRE PROTECTION DISTRICT, the ELEMENTARY SCHOOL DISTRICT, and the HIGH SCHOOL DISTRICT (collectively the “UNITS OF GOVERNMENT”) agree to provide the DEVELOPER with a partial real estate tax abatement in regard to certain of the real estate taxes assessed by the UNITS OF GOVERNMENT against the Subject Property (“Tax Abatement”); and

**WHEREAS**, the Tax Abatement will provide a real estate tax abatement from the UNITS OF GOVERNMENT to the DEVELOPER pursuant to 35 ILCS 200/18-165 (“Abatement Law”); and

**WHEREAS**, the UNITS OF GOVERNMENT have agreed to provide the Tax Abatement to the DEVELOPER, pursuant to the terms and conditions as set forth in this Agreement, provided the DEVELOPER agrees to refrain from taking any actions, either directly or indirectly, to lower the equalized assessed valuation of the Subject Property, including the Project located thereon, for a period of fifteen (15) years after the Project

commences operation, below those equalized assessed valuations as set forth on EXHIBIT C, attached hereto and made part hereof (“Anticipated Assessed Values”); and

**WHEREAS**, the DEVELOPER is in agreement with the restriction set forth above, relative to refraining from taking any actions, either directly or indirectly, to lower the equalized assessed valuation of the Subject Property below the Anticipated Assessed Values for the Subject Property; and

**WHEREAS**, by providing the Tax Abatement, in exchange for the DEVELOPER agreeing to refrain from taking any actions, either directly or indirectly, to lower the equalized assessed valuation of the Subject Property below the Anticipated Assessed Values for the Subject Property, the UNITS OF GOVERNMENT will induce the DEVELOPER to cause the Project to be constructed and operated, which the UNITS OF GOVERNMENT anticipate will provide future financial benefits for the UNITS OF GOVERNMENT; and

**WHEREAS**, Article VII, Section 10 of the 1970 Illinois Constitution, 5 ILCS 220/1 *et seq.* and the CITY’S home rule powers provide the authority for this Agreement; and

**WHEREAS**, it is in the best interests of the Parties to enter into this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing, and the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

1. **INCORPORATION OF PREAMBLES.** The preambles hereto, as set forth above, are incorporated herein by reference and are made part hereof.
2. **DEVELOPER CONDITIONS.** The DEVELOPER’S right to receive the Tax Abatement under this Agreement is expressly conditioned upon the satisfaction by the DEVELOPER, or the DEVELOPER’s tenant on the Subject Property, of

the following conditions. The DEVELOPER, or the DEVELOPER's tenant on the Subject Property, shall:

- A. Acquire title to the Subject Property on or before December 31, 2021;
- B. Construct and operate the Project on the Subject Property substantially in accordance with EXHIBITS B-1 and B-2;
- C. Obtain certificates of occupancy, or final approvals, for the Project from all governmental entities having jurisdiction over the design and construction of the Project, on or before December 31, 2023. The date the DEVELOPER receives the last of the certificates of occupancy or final approvals for the Project from all governmental entities having jurisdiction over the design and construction of the Project shall be the "Commencement Date." The DEVELOPER shall notify each of the UNITS OF GOVERNMENT of the Commencement Date within fourteen (14) days after the Commencement Date has occurred;
- D. Comply with the real estate tax obligations set forth in Section 4. below; and
- E. Notwithstanding any provision in this Agreement to the contrary, if the DEVELOPER, or the DEVELOPER's tenant on the Subject Property, fails to meet any of its obligations in Sections 2.A., 2.B., or 2.C. of this Agreement, the Agreement shall be terminated and be null and void.

**3. REAL ESTATE TAX ABATEMENT.**

- A. Subject to the DEVELOPER, or the DEVELOPER's tenant on the Subject Property, being in full compliance with Section 2. above, and Section 4.A. below, the UNITS OF GOVERNMENT shall provide the DEVELOPER with the Tax Abatement pursuant to the Abatement Law, relative to the real estate taxes assessed against the Subject Property, including the Project located thereon, with said Tax Abatement being:
  - 1. For a maximum of ten (10) years, beginning with the real estate taxes levied on the Subject Property, including the Project located thereon, for the full calendar year after the calendar year in which the Commencement Date occurs, which real estate taxes are payable in the year thereafter, even if the full amount referenced in

Subsection 3.A.2. below has not been abated;

2. Limited to a total cumulative amount from the UNITS OF GOVERNMENT combined of Four Million and No/100 Dollars (\$4,000,000.00), even if the Tax Abatement has not occurred for the full ten (10) year period referenced in Subsection 3.A.1. above;
3. Limited to Forty Percent (40%) of the real estate taxes to be received by the UNITS OF GOVERNMENT from the Subject Property, including the Project located thereon, exclusive of real estate taxes received to satisfy any debt service tax levy of general applicability to all property within any one or more of the respective UNITS OF GOVERNMENT, in any given year; and
4. Limited by excluding amounts levied by each of the UNITS OF GOVERNMENT for debt service, and limited in the Abatement Law, and any amendments thereto after the Effective Date.

Within sixty (60) days of the Commencement Date, each of the UNITS OF GOVERNMENT shall adopt the ordinance, or resolution, attached hereto as EXHIBIT D and made a part hereof (“Abatement Ordinance / Resolution”), and send a certified copy of the Abatement Ordinance / Resolution to the DuPage County Clerk (“Clerk”), with such changes to the Abatement Ordinance / Resolution being made to tailor the Abatement Ordinance / Resolution to the specific ordinance, or resolution, form requirements of each of the UNITS OF GOVERNMENT, and after updating the current P.I.N.s and legal description(s) for the Subject Property, including the Project located thereon, if any. The Parties acknowledge that under the Abatement Law, the Clerk administers the Tax Abatement. The Parties acknowledge that as of the Effective Date, the process for administering the Tax Abatement as is described in EXHIBIT E, attached hereto and made a part hereof, and that the process described in EXHIBIT



E may change after the Effective Date. If the process for administering the Tax Abatement as described in EXHIBIT E is changed after the Effective Date, the Parties shall update EXHIBIT E to reflect the new process, which update may occur upon agreement of the chief administrative officers of each of the UNITS OF GOVERNMENT and the DEVELOPER. The Parties shall cooperate with one another, and the Clerk, in administering the Tax Abatement. Upon a reasonable request of the Clerk, or any other Party, the Parties shall timely respond to requests for information and documents related to the Tax Abatement, and the Parties shall take all reasonable steps in a timely manner needed to administer the Tax Abatement consistent with the terms of this Agreement.

- B. During the term of this Agreement, if the DEVELOPER ceases operating the Project on the Subject Property, or if the DEVELOPER breaches any of its obligations under Section 4.A., the UNITS OF GOVERNMENT shall provide written notice of such cessation (a "Default Notice") to the DEVELOPER. If the DEVELOPER does not recommence operation of the Project within thirty (30) days of the DEVELOPER's receipt of a Default Notice, or if the DEVELOPER does not cure the breach of its obligations under Section 4.A. within thirty (30) days of the DEVELOPER's receipt of a Default Notice, then the UNITS OF GOVERNMENT may elect, by written notice to the DEVELOPER delivered following such thirty (30) day period, to terminate this Agreement (a "Termination"), whereupon the

DEVELOPER shall reimburse the UNITS OF GOVERNMENT the Tax Abatement as follows:

1. If a Termination occurs within five (5) years from the Commencement Date, the DEVELOPER shall pay each of the UNITS OF GOVERNMENT its *pro rata* amount of Seventy Five Percent (75%) of the Tax Abatement realized by the DEVELOPER; or
2. If a Termination occurs after five (5) years from the Commencement Date, the DEVELOPER shall pay each of the UNITS OF GOVERNMENT its *pro rata* amount of Fifty Percent (50%) of the Tax Abatement realized by the DEVELOPER.

The DEVELOPER's reimbursement obligations herein shall survive, and be binding upon the DEVELOPER, regardless of the termination or expiration of this Agreement, until fifteen (15) years after the Commencement Date. The DEVELOPER shall reimburse the UNITS OF GOVERNMENT within thirty (30) days of a written demand from the UNITS OF GOVERNMENT for such reimbursement.

**4. REAL ESTATE TAX OBLIGATIONS OF THE DEVELOPER.**

- A. The DEVELOPER agrees to pay, or cause to be paid, all general and special real estate taxes levied against its respective interest in the Subject Property, including the Project located thereon, on or prior to the date same is due, and said real estate taxes shall not become delinquent. The DEVELOPER shall deliver evidence of payment of such real estate taxes to the UNITS OF GOVERNMENT upon request.
- B. The DEVELOPER agrees:
  - (1) to not, and shall not permit or allow and of its affiliates or employees, to challenge, contest, or seek a reduction in, or assert tax-exempt status in relation to, the real estate taxes assessed against the Subject Property, including the Project located thereon, below the Anticipated Assessed Values, as shown on EXHIBIT C;
  - (2) to prohibit any third party obligated to pay the real estate taxes, in whole or in part, assessed against the Subject Property, including

the Project located thereon, or any portion thereof, from challenging, contesting, seeking a reduction in or asserting tax-exempt status in relation to the real estate taxes assessed against the Subject Property, including the Project located thereon, below the Anticipated Assessed Values, as shown on EXHIBIT C; and

- (3) to not file, participate in, or allow any of its affiliates or employees to file or participate in a tax rate objection, contest or other challenge to the taxes and/or levies of the taxing districts authorized by law to levy property taxes against the Subject Property, including the Project located thereon, below the Anticipated Assessed Values, as shown on EXHIBIT C.

- C. The sole remedy to each of the UNITS OF GOVERNMENT, in the event of a breach by DEVELOPER of its obligations in Subsection 4.B. above, shall be for the DEVELOPER to pay to each of the UNITS OF GOVERNMENT, on an annual basis, the difference between (1) the actual real estate taxes payable with respect to the Subject Property, including the Project located thereon, resulting from any such successful challenge, contest, or reduction of or exemption from real estate taxes assessed against the Subject Property, including the Project located thereon, below the Anticipated Assessed Values, as shown on EXHIBIT C, and (2) the lesser of (a) the amount of real estate taxes that would have been due and owing on the Subject Property, including the Project located thereon, for such year, after the Tax Abatement for such year, had such successful challenge contest, or reduction of or exemption from real estate taxes assessed against the Subject Property not occurred, and (b) the amount of real estate taxes that would have been due and owing on the Anticipated Assessed Values for such year, after the Tax Abatement for such year (said deficiency shall herein be referred to as the "Tax Deficiency") plus interest thereon at the prime rate charged by BMO Harris Bank (or its successor) plus Three Percent (3%) per annum for the period beginning on the date the real estate taxes are received by each of the UNITS OF GOVERNMENT for any given year and ending on the date the Tax Deficiency is paid to each of the UNITS OF GOVERNMENT, which shall be due within thirty (30) days of written notice from any one (1) of the UNITS OF GOVERNMENT.
- D. The DEVELOPER agrees to not pursue, permit or allow any of its affiliates or employees to agree to, pursue or permit the disconnection or detachment of the Subject Property from any of the UNITS OF GOVERNMENT.

**5. GENERAL CONDITIONS/REQUIREMENTS.**

- A. This Agreement is entered into for the benefit of each of the Parties, solely, and not for the benefit of any third party.
- B. Nothing contained in this Agreement shall constitute a waiver of any privileges, defenses or immunities which the UNITS OF GOVERNMENT may have under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, *et seq.*, with respect to any claim brought by a third party.
- C. The rights and obligations of the DEVELOPER shall constitute covenants running with the land legally described in Exhibit A-1 and shall be binding on successors and assigns of the DEVELOPER and shall bind all owners of the Subject Property, including the Project located thereon, or any portion thereof.
- D. This Agreement shall be recorded on title to the Subject Property at the expense of the DEVELOPER upon taking effect.
- E. Upon a breach of this Agreement by DEVELOPER, any of the UNITS OF GOVERNMENT may repeal their respective Abatement Ordinance / Resolution, and any Party, by an action or proceeding solely in equity brought in the 18th Judicial Circuit Court, in DuPage County, Illinois, may secure the specific performance of the covenants and agreements herein contained, for failure of performance.
- F. In the event of a default by any of the Parties, the defaulting Party, as adjudicated by a court of competent jurisdiction, shall pay to the non-defaulting Party / Parties, upon demand, all of the non-defaulting Party's / Parties' reasonable costs, charges and expenses, including, but not limited to, the costs of accountants, consultants, attorneys and others retained by the non-defaulting Party / Parties for the purpose of enforcing any of the obligations of the defaulting Party under this Agreement.
- G. The failure of any Party to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, by any other Party, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
- H. If the performance by any Party hereunder is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances shall only include acts of God, war, strikes or similar acts of *force majeure*), the time for such performance shall be extended by

the amount of time of such delay.

- I. This Agreement shall remain in full force and effect for fifteen (15) years after the Commencement Date.
- J. In the event that any UNIT OF GOVERNMENT's authority under the Abatement Law to carry out its obligation in this Agreement is repealed, becomes null and void or otherwise becomes invalid, then (i) such UNIT OF GOVERNMENT's obligations hereunder shall cease and no further obligations of any sort shall be required of the UNIT OF GOVERNMENT, and (ii) the DEVELOPER's obligations to such UNIT OF GOVERNMENT hereunder (including, without limitation, DEVELOPER's obligations to such UNIT OF GOVERNMENT under Section 3.B.) shall cease as of the date on which any such UNIT OF GOVERNMENT's authority under the Abatement Law to carry out its obligation in this Agreement is repealed, becomes null and void or otherwise becomes invalid. The DEVELOPER shall have no recourse against the affected UNIT OF GOVERNMENT(s) in such event and such affected UNIT(s) OF GOVERNMENT shall have no recourse against the DEVELOPER.
- K. No amendment to, or modification of, this Agreement shall be effective unless and until it is in writing and approved by the authorized representative of the DEVELOPER and by each of the UNITS OF GOVERNMENT's corporate authorities, and executed and delivered by the authorized representatives of each Party.
- L. If, during the term of this Agreement, any lawsuits or other proceedings are filed or initiated against any Party before any court, commission, board, bureau, agency, unit of government or sub-unit thereof, arbitrator, or other instrumentality, that may materially affect or inhibit the ability of any Party to perform its obligations under, or otherwise to comply with, this Agreement ("Litigation"), the Party against which the Litigation is filed or initiated shall promptly deliver a copy of the complaint or charge related thereto to the other Parties and shall thereafter keep the other Parties fully informed concerning all aspects of the Litigation. Each Party shall, to the extent necessary, cooperate with the other Parties in this event. The Parties each agree to use their respective best efforts to defend the validity of this Agreement and the Abatement Ordinances / Resolutions adopted pursuant to this Agreement, including every portion thereof and every approval given, and every action taken, pursuant thereto.
- M. The DEVELOPER shall and hereby agrees to defend, hold harmless and indemnify the UNITS OF GOVERNMENT, and their respective elected officials, appointed officials, employees, agents and attorneys (collectively the "UNITS OF GOVERNMENT Affiliates") from and against any and all third-party claims, demands, suits, damages, liabilities, losses, expenses,

and judgments against any UNITS OF GOVERNMENT Affiliates resulting from the DEVELOPER's breach of its obligations hereunder. The obligation of the DEVELOPER in this regard shall include, but shall not be limited, to all costs and expenses, including reasonable attorneys' fees, incurred by the UNITS OF GOVERNMENT Affiliates in responding to, defending against, or settling any such claims, demands, suits, damages, liabilities, losses, expenses or judgments. The DEVELOPER covenants that it will reimburse the UNITS OF GOVERNMENT Affiliates, or pay over to the UNITS OF GOVERNMENT Affiliates, all sums of money the UNITS OF GOVERNMENT Affiliates pays, or becomes liable to pay to any such third party, by reason of any of the foregoing; provided, however, that the DEVELOPER's liability under this Section 5.M. shall be limited to the total amount of Tax Abatement that the DEVELOPER has been received pursuant to this Agreement as of the date of any such claim, demand, suit, damage, liability, loss, expense, or judgment. In any suit or proceeding brought hereunder, the UNITS OF GOVERNMENT Affiliates shall have the right to appoint counsel of their own choosing to represent it, the reasonable costs and expenses of which shall be paid by the DEVELOPER.

N. The DEVELOPER shall maintain the Subject Property, and operate the Project, in compliance with all Federal, State, County, and UNITS OF GOVERNMENT laws, ordinances, resolutions, rules and regulations.

6. **NOTICES.** Notice or other writings which any Party is required to, or may wish to, serve upon any other Party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

A. If to the CITY:

City of West Chicago  
475 Main Street  
West Chicago, Illinois 60185  
Attn: Mayor

With copies to:

City of West Chicago  
475 Main Street  
West Chicago, Illinois 60185  
Attn: City Administrator

B. If to the LIBRARY:

West Chicago Library District  
118 West Washington Street  
West Chicago, Illinois 60185  
Attn: President

With copies to:

West Chicago Library District  
118 West Washington Street  
West Chicago, Illinois 60185  
Attn: Executive Director

Bond, Dickson & Associates  
400 Knoll Street  
Wheaton, Illinois 60187  
Attn: Patrick Bond

Peregrine, Stime, Newman,  
Ritzman, & Bruckner, Ltd.  
221 East Illinois Street  
Wheaton, Illinois 60187  
Attn: Mark Ritzman

C. If to the ELEMENTARY SCHOOL DISTRICT:

West Chicago Elementary  
School District 33  
312 East Forest Avenue  
West Chicago, Illinois 60185  
Attn: President

With copies to:

West Chicago Elementary  
School District 33  
312 East Forest Avenue  
West Chicago, Illinois 60185  
Attn: Superintendent

Robbins Schwartz  
55 W. Monroe Street, Suite 800  
Chicago, Illinois 60603  
Attn: Kenneth M. Florey

D. If to the HIGH SCHOOL DISTRICT:

Community High School  
District 94  
157 West Washington Street  
West Chicago, Illinois 60185  
Attn: President

With copies to:

Community High School  
District 94  
157 West Washington Street  
West Chicago, Illinois 60185  
Attn: Superintendent

Hauser, Izzo, Petrarca, Gleason  
& Stillman, LLC  
19730 Governors Hwy, Suite 10  
Flossmor, Illinois 60422  
Attn: John Izzo

E. If to the DUPAGE AIRPORT AUTHORITY:

DuPage Airport Authority  
2700 International Drive, Suite 200  
West Chicago, Illinois 60185  
Attn: Chairman

With copies to

DuPage Airport Authority  
2700 International Drive, Suite 200  
West Chicago, Illinois 60185  
Attn: Executive Director

F. If to the DEVELOPER:

Discovery Drive Investors II, LLC  
c/o Pritzker Realty Group, LLC  
444 W. Lake Street, Suite 3500  
Chicago, IL 60654  
Attn: Kevin Poorman

With a copy to:

Katten Muchin Rosenman LLP  
525 W. Monroe Street  
Chicago, IL 60661-3693  
Attn: Seth R. Madorsky

Luetkehans, Brady, Garner & Armstrong, LLC  
105 E. Irving Park Rd.  
Itasca, Illinois 60143  
Attn: Phillip A. Luetkehans

G. If to the FIRE PROTECTION DISTRICT:

West Chicago Fire Protection District  
200 Freemont Street  
West Chicago, Illinois 60185  
Attn: President

With copies to:

West Chicago Fire Protection District  
200 Freemont Street  
West Chicago, Illinois 60185  
Attn: Fire Chief

Ottosen Britz Kelly Cooper Gilbert  
& DiNolfo, Ltd.  
1804 N. Naper Boulevard #350  
Naperville, Illinois 60563  
Attn: Joseph Miller

or to such other address, or additional individuals/entities, as any Party may from time to time designate in a written notice to the other Parties. Service by personal delivery shall be deemed given when delivery occurs, and service by certified or registered mail shall be deemed given three (3) days after depositing same in the mail.

7. **COUNTERPARTS.** This Agreement may be executed simultaneously in up to seven (7) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

8. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral



agreements between them regarding the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

9. **EFFECTIVE DATE.** This Agreement shall be deemed dated and become effective on the date the last of the Parties executes this Agreement as set forth below, which date shall be filled in on page 1 hereof.

**IN WITNESS WHEREOF**, the CITY, pursuant to authority granted by the adoption of a Motion/Resolution by its City Council, has caused this Agreement to be executed by its Mayor and attested by its Clerk; the AIRPORT, pursuant to authority granted by the adoption of a Motion/Resolution by its Board of Commissioners, has caused this Agreement to be signed by its Chairman and attested by its Secretary; the LIBRARY, pursuant to the authority granted by the adoption of a Motion/Resolution by its Board of Trustees, has caused this Agreement to be signed by its President and attested by its Secretary; the FIRE PROTECTION DISTRICT, pursuant to the authority granted by the adoption of a Motion/Resolution by its Board of Trustees, has caused this Agreement to be signed by its President and attested by its Secretary; the ELEMENTARY SCHOOL DISTRICT, pursuant to the authority granted by the adoption of a Motion/Resolution by its Board of Education, has caused this Agreement to be signed by its President and attested by its Secretary; the HIGH SCHOOL DISTRICT, pursuant to the authority granted by the adoption of a Motion/Resolution by its Board of Education, has caused this Agreement to be signed by its President and attested by its Secretary; and DEVELOPER, pursuant to proper authority granted in accordance with

its organizational documents, has caused this Agreement to be executed by its President and attested by its Secretary.

**CITY OF WEST CHICAGO**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

Dated: \_\_\_\_\_

**WEST CHICAGO ELEMENTARY SCHOOL DISTRICT 33**

By: \_\_\_\_\_  
\_\_\_\_\_, President

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

Dated: \_\_\_\_\_

**DUPAGE AIRPORT AUTHORITY**

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

Dated: \_\_\_\_\_

**WEST CHICAGO PUBLIC LIBRARY DISTRICT**

By: \_\_\_\_\_  
\_\_\_\_\_, President

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

Dated: \_\_\_\_\_

**WEST CHICAGO COMMUNITY HIGH SCHOOL DISTRICT 94**

By: \_\_\_\_\_  
\_\_\_\_\_, President

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

Dated: \_\_\_\_\_

**DISCOVERY DRIVE INVESTORS II, L.L.C.**

By: \_\_\_\_\_  
J. Kevin Poorman, President

ATTEST:

\_\_\_\_\_  
Ronald D. Wray, Secretary

Dated: \_\_\_\_\_

**WEST CHICAGO FIRE PROTECTION  
DISTRICT**

By: \_\_\_\_\_  
\_\_\_\_\_, President

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

Dated: \_\_\_\_\_

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF DUPAGE    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the Mayor and City Clerk of the City of West Chicago, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and City Clerk, respectively, appeared before me this day in person and severally acknowledged that, as such Mayor and City Clerk, they signed and delivered the signed instrument, pursuant to authority given by the City of West Chicago, as their free and voluntary act, and as the free and voluntary act and deed of said City of West Chicago, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF DUPAGE    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the President and Secretary of the West Chicago Public Library District, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that, as such President and Secretary, they signed and delivered the signed instrument, pursuant to authority given by the West Chicago Public Library District, as their free and voluntary act, and as the free and voluntary act and deed of said West Chicago Public Library District, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF DUPAGE    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the President and Secretary of the West Chicago Fire Protection District, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that, as such President and Secretary, they signed and delivered the signed instrument, pursuant to authority given by the West Chicago Fire Protection District, as their free and voluntary act, and as the free and voluntary act and deed of said West Chicago Fire Protection District, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF DUPAGE    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the President and Secretary of the West Chicago Elementary School District 33, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that, as such President and Secretary, they signed and delivered the signed instrument, pursuant to authority given by the West Chicago Elementary School District 33, as their free and voluntary act, and as the free and voluntary act and deed of said West Chicago Elementary School District 33, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF DUPAGE    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the President and Secretary of the West Community High School District 94, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that, as such President and Secretary, they signed and delivered the signed instrument, pursuant to authority given by the West Chicago Community High School District 94, as their free and voluntary act, and as the free and voluntary act and deed of said West Chicago Community High School District 94, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

My Commission Expires: \_\_\_\_\_



STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF DUPAGE    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the Chairman and Secretary of the DuPage Airport Authority, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Chairman and Secretary, respectively, appeared before me this day in person and severally acknowledged that, as such Chairman and Secretary, they signed and delivered the signed instrument, pursuant to authority given by the DuPage Airport Authority, as their free and voluntary act, and as the free and voluntary act and deed of said DuPage Airport Authority, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS  
 COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named J. Kevin Poorman and Ronald D. Wray, personally known to me to be the President and Secretary (respectively) of the Discovery Drive Investors II, L.L.C., and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that, as such President and Secretary (respectively) they signed and delivered the signed instrument, pursuant to authority given by Discovery Drive Investors II, L.L.C., as their free and voluntary act, and as the free and voluntary act and deed of said Discovery Drive Investors II, L.L.C., for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

My Commission Expires: \_\_\_\_\_

## EXHIBIT A-1

### **Legal Description of Subject Property**

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 8 OF DUPAGE NATIONAL TECHNOLOGY PARK NORTH ASSESSMENT PLAT LOT 8, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 10, 2007 AS DOCUMENT NUMBER R2007-184626; THENCE NORTH 05 DEGREES 33 MINUTES 38 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 8, A DISTANCE OF 999.83 FEET TO A BEND POINT; THENCE NORTH 00 DEGREES 18 MINUTES 30 SECONDS EAST ALONG SAID EAST LINE 78.99 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF DISCOVERY DRIVE DEDICATED PER DOCUMENT R2007-131936; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY FOR THE NEXT 3 COURSES; (1) THENCE EASTERLY 255.96 FEET ALONG THE ARC OF A NON-TANGENT CIRCLE TO THE RIGHT HAVING A RADIUS OF 1100.00 FEET AND WHOSE CHORD BEARS SOUTH 80 DEGREES 16 MINUTES 10 SECONDS EAST 255.38 FEET TO A POINT OF COMPOUND CURVATURE; (2) THENCE SOUTHEASTERLY 314.58 FEET ALONG THE ARC OF A TANGENT CIRCLE TO THE RIGHT HAVING A RADIUS OF 1264.92 FEET AND WHOSE CHORD BEARS SOUTH 66 DEGREES 28 MINUTES 43 SECONDS EAST 313.77 FEET TO A POINT OF REVERSE CURVATURE; (3) THENCE EASTERLY 872.37 FEET ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT HAVING A RADIUS OF 660.08 FEET AND WHOSE CHORD BEARS NORTH 82 DEGREES 47 MINUTES 04 SECONDS EAST 810.26 FEET TO A POINT, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE NORTHERLY 555.19 FEET ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT (ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF SAID DISCOVERY DRIVE) HAVING A RADIUS OF 660.08 FEET AND WHOSE CHORD BEARS NORTH 20 DEGREES 49 MINUTES 40 SECONDS EAST 538.97 FEET TO THE SOUTH WEST CORNER OF DUPAGE NATIONAL TECHNOLOGY PARK NORTH ASSESSMENT PLAT LOT 1, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 13, 2006 AS DOCUMENT NUMBER R2006-177460 AND CERTIFICATE OF CORRECTION RECORDED MAY 7, 2007 AS DOCUMENT NUMBER R2007-085468; THENCE EAST AND NORTHEAST ALONG THE SOUTHERLY LINE OF SAID LOT 1 FOR THE NEXT 3 COURSES; (1) THENCE NORTH 87 DEGREES 07 MINUTES 38 SECONDS EAST 119.04 FEET; (2) THENCE EASTERLY 79.78 FEET ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT HAVING A RADIUS OF 138.50 FEET AND WHOSE CHORD BEARS NORTH 70 DEGREES 37 MINUTES 34 SECONDS EAST 78.68 FEET TO A POINT OF

TANGENCY; (3) THENCE NORTH 54 DEGREES 07 MINUTES 28 SECONDS EAST 572.42 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 40 DEGREES 03 MINUTES 09 SECONDS EAST 1190.83 FEET TO A POINT ON THE WEST LINE OF VACATED MCCHESENEY ROAD PER DOCUMENT R1995-177561; THENCE SOUTH 01 DEGREES 26 MINUTES 47 SECONDS WEST ALONG SAID WEST LINE 1167.52 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF FABYAN PARKWAY (AKA BARTON ROAD AND DUPAGE COUNTY HIGHWAY 21); THENCE NORTH 85 DEGREES 57 MINUTES 05 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE 533.17 FEET TO THE SOUTHEAST CORNER OF DUPAGE NATIONAL TECHNOLOGY PARK NORTH ASSESSMENT PLAT LOT 5, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 10, 2007 AS DOCUMENT NUMBER R2007-184620; THENCE ALONG THE EASTERLY AND NORTHERLY LINES OF SAID LOT 5 FOR THE NEXT 6 COURSES; (1) THENCE NORTH 02 DEGREES 59 MINUTES 59 SECONDS EAST 336.00 FEET TO A POINT ON A NON-TANGENT CURVE; (2) THENCE NORTHWESTERLY 342.14 FEET ALONG THE ARC OF A NON-TANGENT CIRCLE TO THE RIGHT HAVING A RADIUS OF 196.00 FEET AND WHOSE CHORD BEARS NORTH 37 DEGREES 59 MINUTES 19 SECONDS WEST 300.33 FEET TO A POINT OF REVERSE CURVE; (3) THENCE NORTHWESTERLY 111.72 FEET ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT HAVING A RADIUS OF 70.00 FEET AND WHOSE CHORD BEARS NORTH 33 DEGREES 42 MINUTES 05 SECONDS WEST 100.23 FEET TO A POINT OF COMPOUND CURVATURE; (4) THENCE WESTERLY 287.73 FEET ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT HAVING A RADIUS OF 390.00 FEET AND WHOSE CHORD BEARS SOUTH 79 DEGREES 26 MINUTES 30 SECONDS WEST 281.25 FEET TO A POINT OF COMPOUND CURVATURE; (5) THENCE SOUTHWESTERLY 81.10 FEET ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT HAVING A RADIUS OF 95.00 FEET AND WHOSE CHORD BEARS SOUTH 33 DEGREES 50 MINUTES 59 SECONDS WEST 78.66 FEET TO A POINT OF REVERSE CURVATURE; (6) THENCE SOUTHERLY 143.18 FEET ALONG THE ARC OF A TANGENT CIRCLE TO THE RIGHT HAVING A RADIUS OF 795.00 FEET AND WHOSE CHORD BEARS SOUTH 14 DEGREES 33 MINUTES 09 SECONDS WEST 142.98 FEET TO A POINT; THENCE NORTH 04 DEGREES 02 MINUTES 55 SECONDS EAST 135.39 FEET; THENCE NORTH 06 DEGREES 48 MINUTES 31 SECONDS EAST 202.87 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 190.62 FEET ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT HAVING A RADIUS OF 182.00 FEET AND WHOSE CHORD BEARS NORTH 23 DEGREES 11 MINUTES 46 SECONDS WEST 182.03 FEET TO A POINT ON A NON-TANGENT LINE; THENCE NORTH 61 DEGREES 22 MINUTES 11 SECONDS WEST 427.37 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 14.98 FEET ALONG THE ARC OF A TANGENT CIRCLE TO THE RIGHT HAVING A RADIUS OF 48.50 FEET AND WHOSE CHORD BEARS NORTH 52 DEGREES 31 MINUTES 20 SECONDS WEST 14.92 FEET TO A POINT OF

TANGENCY; THENCE NORTH 43 DEGREES 40 MINUTES 30 SECONDS WEST  
71.53 FEET, TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

CONTAINING 42.273 ACRES OR 1,841,392 SQUARE FEET MORE OR LESS.

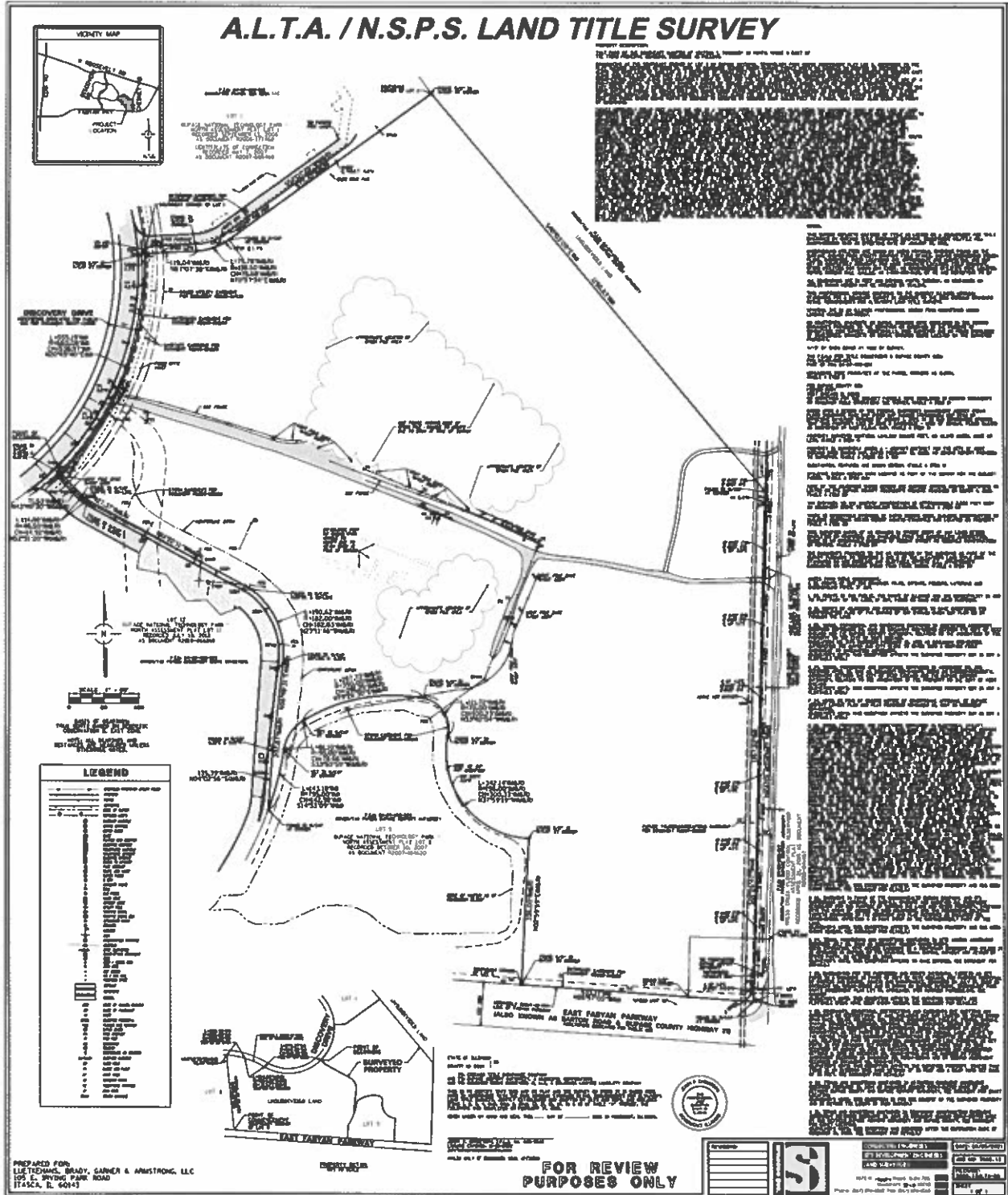
PINS:

04-07-400-004 (ALL)

04-07-400-024 (PORTION)

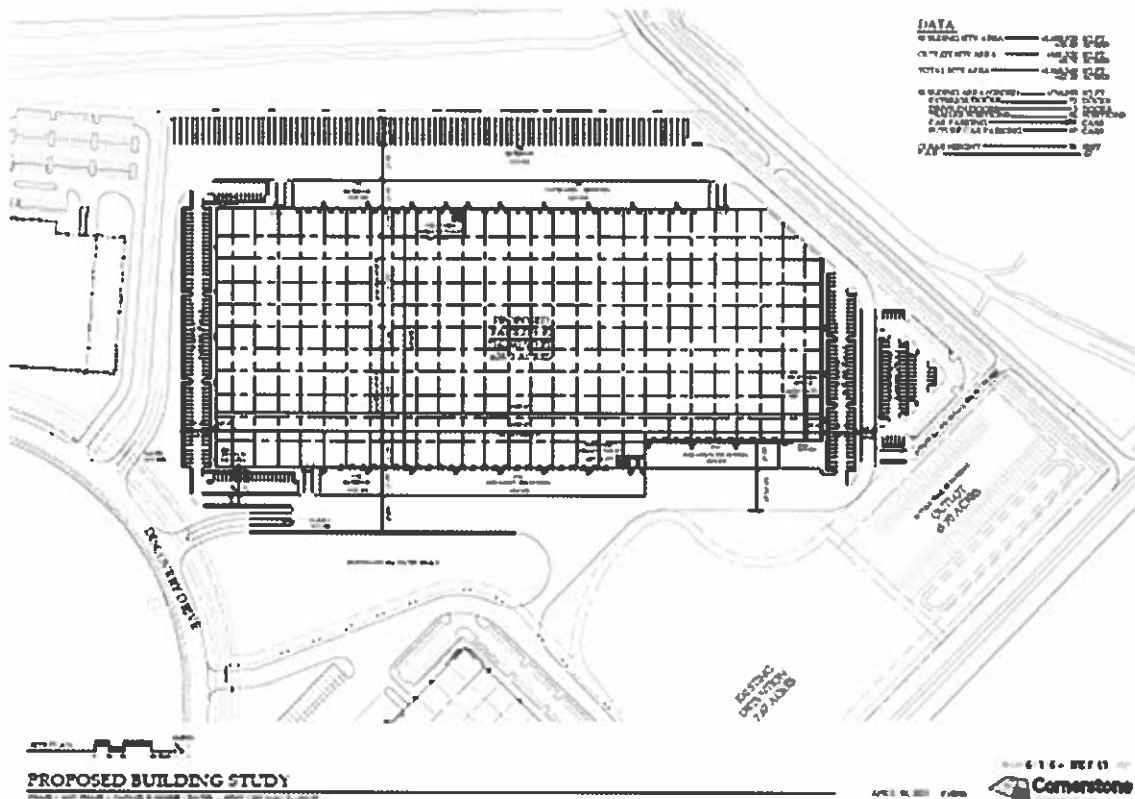
# EXHIBIT A-2

## Depiction of Subject Property



# EXHIBIT B-1

## Project Site Plan



**EXHIBIT B-2**

**Project Description**

Proposed Address: [\_\_\_\_] Discovery Drive, West Chicago, IL

[To be inserted]



**EXHIBIT C**

**Anticipated Assessed Values**

<b>Year</b>	<b>Anticipated Assessed Valuation</b>
Year 1	\$11,402,084
Year 2	\$11,630,126
Year 3	\$11,862,728
Year 4	\$12,099,983
Year 5	\$13,005,825
Year 6	\$13,265,942
Year 7	\$13,531,261
Year 8	\$13,801,886
Year 9	\$14,837,194
Year 10	\$15,133,938
Year 11	\$15,436,617
Year 12	\$15,745,349
Year 13	\$16,927,232
Year 14	\$17,265,776
Year 15	\$17,611,092
<b>Total</b>	<b>\$213,557,032</b>

**EXHIBIT D**

**Abatement Ordinance / Resolution**

(attached)

**[ORDINANCE / RESOLUTION] PROVIDING FOR REAL ESTATE TAX ABATEMENT**

**WHEREAS**, the Illinois Property Tax Code, 35 ILCS 200/18-165, authorizes any taxing district to abate its taxes in relation to a specific property; and

**WHEREAS**, in “An Intergovernmental Agreement Between the City of West Chicago, DuPage Airport Authority, West Chicago Library District, West Chicago Fire Protection District, West Chicago Elementary School District 33, Community High School District 94 and Discovery Drive Investors II, L.L.C. in Regard to a Property Tax Abatement Relative to the Development of the Discovery Drive Investors II, L.L.C.’s Property,” dated \_\_\_\_\_, 2021 (“IGA”), the [City Council / Board of Trustees / Board of Commissioners / Board of Education] of the [Unit of Government] previously determined it to be in its best interests to abate a portion of its taxes on the real estate legally described in **Exhibit 1**, attached hereto and made a part hereof (“Subject Property”), in order to encourage a commercial firm to redevelop the Subject Property; and

**WHEREAS**, the conditions of the IGA for the abatement of a portion of the taxes on the Subject Property have been met; and

**WHEREAS**, in the IGA, this [City Council / Board of Trustees / Board of Commissioners / Board of Education] previously determined such abatement of taxes to be in the best interests of its tax payers in order to encourage a commercial firm to redevelop the Subject Property, increase the tax base, and increase employment opportunities; and

**NOW, THEREFORE, BE IT [ORDAINED / RESOLVED]** [by the [Mayor / Chairman / President] and [City Council / Board of Trustees / Board of Commissioners / Board of Education] of the [Unit of Government], DuPage County, Illinois, as follows:

**Section 1.** This [City Council / Board of Trustees / Board of Commissioners / Board of Education] hereby finds that all of the recitals contained in the preambles to this [Ordinance / Resolution] are full, true and correct and does now incorporate the same herein by reference.

**Section 2.** The County Clerk of DuPage County, Illinois is hereby ordered to abate the real estate taxes to be extended on the Subject Property, on behalf of the [Unit of Government] according to the rate set forth in Section 3 below, but excluding any levy or levies for debt service (“Abatement Rate”), commencing at the start of the next calendar year after the year in which this [Ordinance / Resolution] is passed. However, in no event shall the aggregate abatement of real estate taxes levied against the Subject Property by the [Unit of Government], together with real estate taxes levied against the Subject Property and abated in previous and future years by all other taxing districts, exceed the total of Four Million and No/100 Dollars (\$4,000,000.00).

**Section 3.** The Abatement Rate shall be Fifty Percent (50%) of the real estate taxes to be extended on the Subject Property on behalf of the [Unit of Government].

**Section 4.** The [Mayor / Chairman / President] and [Clerk / Secretary] of this [Unit of Government] are hereby authorized and directed to execute this [Ordinance / Resolution] and cause a certified copy of the same to be filed with the County Clerk of DuPage County, Illinois.

**Section 5.** This [Ordinance / Resolution] shall be in full force and effect upon its adoption and publication.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by a majority vote of the Corporate Authorities of the [Unit of Government] on a roll call vote as follows:

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

**NAYS:** \_\_\_\_\_

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

**APPROVED** by the [Mayor / Chairman / President] of the [Unit of Government] on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
[Mayor / Chairman / President]

ATTEST:

\_\_\_\_\_  
[Clerk / Secretary]

[Published in pamphlet form / Published in the \_\_\_\_\_ newspaper, being a newspaper of general circulation within the [Unit of Government] this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.]

## EXHIBIT 1

### LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

#### Legal Description of Subject Property

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 8 OF DUPAGE NATIONAL TECHNOLOGY PARK NORTH ASSESSMENT PLAT LOT 8, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 10, 2007 AS DOCUMENT NUMBER R2007-184626; THENCE NORTH 05 DEGREES 33 MINUTES 38 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 8, A DISTANCE OF 999.83 FEET TO A BEND POINT; THENCE NORTH 00 DEGREES 18 MINUTES 30 SECONDS EAST ALONG SAID EAST LINE 78.99 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF DISCOVERY DRIVE DEDICATED PER DOCUMENT R2007-131936; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY FOR THE NEXT 3 COURSES; (1) THENCE EASTERLY 255.96 FEET ALONG THE ARC OF A NON-TANGENT CIRCLE TO THE RIGHT HAVING A RADIUS OF 1100.00 FEET AND WHOSE CHORD BEARS SOUTH 80 DEGREES 16 MINUTES 10 SECONDS EAST 255.38 FEET TO A POINT OF COMPOUND CURVATURE; (2) THENCE SOUTHEASTERLY 314.58 FEET ALONG THE ARC OF A TANGENT CIRCLE TO THE RIGHT HAVING A RADIUS OF 1264.92 FEET AND WHOSE CHORD BEARS SOUTH 66 DEGREES 28 MINUTES 43 SECONDS EAST 313.77 FEET TO A POINT OF REVERSE CURVATURE; (3) THENCE EASTERLY 872.37 FEET ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT HAVING A RADIUS OF 660.08 FEET AND WHOSE CHORD BEARS NORTH 82 DEGREES 47 MINUTES 04 SECONDS EAST 810.26 FEET TO A POINT, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE NORTHERLY 555.19 FEET ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT (ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF SAID DISCOVERY DRIVE) HAVING A RADIUS OF 660.08 FEET AND WHOSE CHORD BEARS NORTH 20 DEGREES 49 MINUTES 40 SECONDS EAST 538.97 FEET TO THE SOUTH WEST CORNER OF DUPAGE NATIONAL TECHNOLOGY PARK NORTH ASSESSMENT PLAT LOT 1, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 13, 2006 AS DOCUMENT NUMBER R2006-177460 AND CERTIFICATE OF CORRECTION RECORDED MAY 7, 2007 AS DOCUMENT NUMBER R2007-085468; THENCE EAST AND NORTHEAST ALONG THE SOUTHERLY LINE OF SAID LOT 1 FOR THE NEXT 3 COURSES; (1) THENCE NORTH 87 DEGREES 07 MINUTES 38 SECONDS EAST 119.04 FEET; (2) THENCE EASTERLY 79.78 FEET ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT HAVING A RADIUS OF 138.50 FEET AND WHOSE CHORD BEARS NORTH 70

DEGREES 37 MINUTES 34 SECONDS EAST 78.68 FEET TO A POINT OF TANGENCY; (3) THENCE NORTH 54 DEGREES 07 MINUTES 28 SECONDS EAST 572.42 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 40 DEGREES 03 MINUTES 09 SECONDS EAST 1190.83 FEET TO A POINT ON THE WEST LINE OF VACATED MCCHESENEY ROAD PER DOCUMENT R1995-177561; THENCE SOUTH 01 DEGREES 26 MINUTES 47 SECONDS WEST ALONG SAID WEST LINE 1167.52 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF FABYAN PARKWAY (AKA BARTON ROAD AND DUPAGE COUNTY HIGHWAY 21); THENCE NORTH 85 DEGREES 57 MINUTES 05 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE 533.17 FEET TO THE SOUTHEAST CORNER OF DUPAGE NATIONAL TECHNOLOGY PARK NORTH ASSESSMENT PLAT LOT 5, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 10, 2007 AS DOCUMENT NUMBER R2007-184620; THENCE ALONG THE EASTERLY AND NORTHERLY LINES OF SAID LOT 5 FOR THE NEXT 6 COURSES; (1) THENCE NORTH 02 DEGREES 59 MINUTES 59 SECONDS EAST 336.00 FEET TO A POINT ON A NON-TANGENT CURVE; (2) THENCE NORTHWESTERLY 342.14 FEET ALONG THE ARC OF A NON-TANGENT CIRCLE TO THE RIGHT HAVING A RADIUS OF 196.00 FEET AND WHOSE CHORD BEARS NORTH 37 DEGREES 59 MINUTES 19 SECONDS WEST 300.33 FEET TO A POINT OF REVERSE CURVE; (3) THENCE NORTHWESTERLY 111.72 FEET ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT HAVING A RADIUS OF 70.00 FEET AND WHOSE CHORD BEARS NORTH 33 DEGREES 42 MINUTES 05 SECONDS WEST 100.23 FEET TO A POINT OF COMPOUND CURVATURE; (4) THENCE WESTERLY 287.73 FEET ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT HAVING A RADIUS OF 390.00 FEET AND WHOSE CHORD BEARS SOUTH 79 DEGREES 26 MINUTES 30 SECONDS WEST 281.25 FEET TO A POINT OF COMPOUND CURVATURE; (5) THENCE SOUTHWESTERLY 81.10 FEET ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT HAVING A RADIUS OF 95.00 FEET AND WHOSE CHORD BEARS SOUTH 33 DEGREES 50 MINUTES 59 SECONDS WEST 78.66 FEET TO A POINT OF REVERSE CURVATURE; (6) THENCE SOUTHERLY 143.18 FEET ALONG THE ARC OF A TANGENT CIRCLE TO THE RIGHT HAVING A RADIUS OF 795.00 FEET AND WHOSE CHORD BEARS SOUTH 14 DEGREES 33 MINUTES 09 SECONDS WEST 142.98 FEET TO A POINT; THENCE NORTH 04 DEGREES 02 MINUTES 55 SECONDS EAST 135.39 FEET; THENCE NORTH 06 DEGREES 48 MINUTES 31 SECONDS EAST 202.87 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 190.62 FEET ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT HAVING A RADIUS OF 182.00 FEET AND WHOSE CHORD BEARS NORTH 23 DEGREES 11 MINUTES 46 SECONDS WEST 182.03 FEET TO A POINT ON A NON-TANGENT LINE; THENCE NORTH 61 DEGREES 22 MINUTES 11 SECONDS WEST 427.37 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 14.98 FEET ALONG THE ARC OF A TANGENT CIRCLE TO THE RIGHT HAVING A RADIUS OF 48.50 FEET AND WHOSE CHORD BEARS NORTH 52 DEGREES 31 MINUTES 20 SECONDS WEST 14.92 FEET TO A POINT OF

TANGENCY; THENCE NORTH 43 DEGREES 40 MINUTES 30 SECONDS WEST  
71.53 FEET, TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

CONTAINING 42.273 ACRES OR 1,841,392 SQUARE FEET MORE OR LESS.

PINS:

04-07-400-004 (ALL)

04-07-400-024 (PORTION)

## EXHIBIT E

### ABATEMENT PROCESS

Capitalized terms in this EXHIBIT E shall have the meanings as set forth for said terms in the "Intergovernmental Agreement Between The City Of West Chicago, DuPage Airport Authority, West Chicago Library District, West Chicago Fire Protection District, West Chicago Elementary School District 33, Community High School District 94 And Discovery Drive Investors II, L.L.C. In Regard To A Property Tax Abatement Relative To The Development Of The Discovery Drive Investors II, L.L.C.'s Property" ("IGA"), unless otherwise defined in this EXHIBIT E.

As of the Effective Date of the IGA, the process for administering the Tax Abatement is:

1. Within sixty (60) days of the Commencement Date, each UNIT OF GOVERNMENT shall adopt an Abatement Ordinance / Resolution, and send a certified copy of its Abatement Ordinance / Resolution to the Clerk.
2. The Clerk shall, at the time the tentative tax rates are prepared for each year's property tax levy, send to the chief executive officer of each of the UNITS OF GOVERNMENT a letter setting forth, with respect to the Tax Abatement, the parcel(s) affected, the amount of property taxes to be levied, and the amount of the abatement attributable to each of the UNITS OF GOVERNMENT ("Abatement Letter").
3. Each of the UNITS OF GOVERNMENT shall, each year, review the Abatement Letter from the Clerk, note any changes in the information provided, and then sign and return the Abatement Letter to the Clerk, all within seven (7) days of receipt of the Abatement Letter.
4. The Clerk shall track and account for the total Tax Abatement paid to the DEVELOPER.
5. The Clerk shall calculate the property tax levy for each of the UNITS OF GOVERNMENT taking the Tax Abatement into account, as approved by each of the UNITS OF GOVERNMENT with regard to its annual Abatement Letter.
6. The Tax Abatement for the Subject Property abated in previous and future years by all other taxing districts, shall not exceed the total of Four Million and No/100 Dollars (\$4,000,000.00).



**RESOLUTION NO. 21-R-0050**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN ECONOMIC  
INCENTIVE AGREEMENT BY AND BETWEEN THE CITY OF WEST  
CHICAGO AND DISCOVERY DRIVE INVESTORS II, LLC**

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 an Economic Incentive Agreement by and between the City of West Chicago and Discovery Drive Investors II, LLC, a copy of which, in substantially the same form, is attached hereto and incorporated herein as Exhibit "A".

APPROVED this 6<sup>th</sup> day of July, 2021.

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

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

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

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

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

ATTEST:

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

**ECONOMIC INCENTIVE AGREEMENT BY AND BETWEEN  
THE CITY OF WEST CHICAGO AND DISCOVERY DRIVE INVESTORS II,  
L.L.C.**

This ECONOMIC INCENTIVE AGREEMENT (“Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_, 2021 (“Effective Date”) by and between the City of West Chicago, an Illinois home rule municipal corporation (“CITY”), and Discovery Drive Investors II, L.L.C., a Delaware limited liability company authorized to conduct business in the State of Illinois (“DEVELOPER”). The CITY and the DEVELOPER are sometimes individually referred to herein as a “Party” and collectively referred to as the “Parties.”

**WITNESSETH**

**WHEREAS**, DEVELOPER, the CITY, and certain other units of government, entered into the “INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WEST CHICAGO, DUPAGE AIRPORT AUTHORITY, WEST CHICAGO LIBRARY DISTRICT, WEST CHICAGO FIRE PROTECTION DISTRICT, WEST CHICAGO ELEMENTARY SCHOOL DISTRICT 33, COMMUNITY HIGH SCHOOL DISTRICT 94 AND DISCOVERY DRIVE INVESTORS II, L.L.C. IN REGARD TO A PROPERTY TAX ABATEMENT RELATIVE TO THE DEVELOPMENT OF THE DISCOVERY DRIVE INVESTORS II, L.L.C.’S PROPERTY” on \_\_\_\_\_, 2021 (“IGA”); and

**WHEREAS**, as set forth in the IGA, the DEVELOPER is under contract to acquire approximately 42.273 acres of land in the DuPage Business Park located in West Chicago, Illinois, with said property being legally described on EXHIBIT A-1, attached to the IGA, and depicted on EXHIBIT A-2, attached to the IGA (the “Subject Property”); and

**WHEREAS**, the DEVELOPER desires to develop the Subject Property into a warehouse and/or manufacturing operation consisting of a building of approximately seven hundred sixteen thousand (716,000) square feet, as depicted and further described in EXHIBIT B-1 and EXHIBIT B-2, respectively, attached to the IGA ("Project"); and

**WHEREAS**, the IGA provides that the DEVELOPER will receive a real estate tax abatement from the CITY and certain other units of government pursuant to 35 ILCS 200/18-165 ("Tax Abatement"), if the conditions for the Tax Abatement in the IGA are satisfied; and

**WHEREAS**, the DEVELOPER has requested that, in addition to the Tax Abatement, the CITY provide the DEVELOPER with additional incentives set forth in this Agreement ("Additional Incentives") to assist the DEVELOPER in acquiring the Subject Property and improving it with the Project; and

**WHEREAS**, to induce the DEVELOPER to cause the Project to be constructed and operated, which will provide future financial benefits for the CITY, the CITY agrees to provide the DEVELOPER with the Additional Incentives set forth herein, in exchange for the DEVELOPER'S agreement to (a) comply with the terms of the IGA and the terms of this this Agreement, and (b) develop the Project on the Subject Property; and

**WHEREAS**, Article VII, Section 10 of the 1970 Illinois Constitution, 65 ILCS 5/8-1-2.5, 5 ILCS 220/1 *et seq.* and the CITY'S home rule powers provide the authority for this Agreement; and

**WHEREAS**, it is in the best interests of the Parties to enter into this Agreement;

**NOW, THEREFORE**, in consideration of the foregoing, and the mutual covenants

and agreements contained herein, the Parties hereto agree as follows:

1. **INCORPORATION OF PREAMBLES.** The preambles hereto, as set forth above, are incorporated herein by reference and are made part hereof.
2. **DEVELOPER CONDITIONS.** The DEVELOPER'S right to receive the Additional Incentives under this Agreement is expressly conditioned upon the performance by the DEVELOPER, or the DEVELOPER's tenant on the Subject Property (the "Tenant"), of the following conditions, to the extent the conditions can be met prior to the Additional Incentives being granted to the DEVELOPER.

The DEVELOPER shall:

- A. Not be in default of its obligations in the IGA.
- B. Operate, or cause the Tenant to operate, the Project on the Subject Property as ongoing business operation of approximately seven hundred sixteen thousand (716,000) square feet.
- C. Provide the CITY all documents reasonably requested by the CITY regarding the matters set forth in the IGA and this Agreement.
- D. Within two (2) years of the Effective Date, DEVELOPER or the Tenant shall employ at the Subject Property no less than one hundred (100) newly created full-time equivalent employees, and shall thereafter continue to employ not less than one hundred (100) full-time equivalent employees during the remaining term of this Agreement.
- E. No less than once per calendar year, on a date selected by the CITY, provide a written report to the CITY with:
  1. A summary of the Project's, the DEVELOPER's, and the Tenant's then-current operations at the Subject Property (including the number of full-time equivalent employees, employed at or as a result of the Project), and any plans for prospective growth or expansion at the Subject Property; and
  2. Copies of documentation showing the number of square feet of the Subject Property used for carrying out the Project, including but not limited to property casualty policy renewal certificate, and/or annual

fire inspection reports.

- F. No more often than once per calendar year, on a date selected by the CITY, provide a certified payroll summary, or similar documentation acceptable to the CITY, to verify the DEVELOPER's compliance with its obligations in Section 2.D. above.

3. **ADDITIONAL INCENTIVES.** The Additional Incentives are:

- A. **PARTIAL BUILDING PERMIT COSTS WAIVER.** The DEVELOPER shall only be required to pay Fifty Percent (50%) of any building permit costs payable to the CITY for the Project, and the CITY shall waive the remaining building permit costs for the Project payable to the CITY, up to a total building permit costs waiver of One Hundred Thousand and No/100 Dollars (\$100,000.00) in the aggregate. Building permit costs waived herein exclude the sewer capacity fee and all third party costs paid by the CITY associated with the building permit for the Project, such as, but not limited to, plan review costs and the land cash fee to the West Chicago Fire Protection District. The amount of the actual building permit costs waived herein shall be the "Building Permit Waiver Costs."

- B. **PARTIAL MUNICIPAL ELECTRICITY UTILITY TAX REBATE.** During the period beginning on January 1<sup>st</sup> of the calendar year immediately following the later to occur of (i) the "Commencement Date" (as defined in the IGA), and (ii) the date on which DEVELOPER or the Tenant commences manufacturing operations, including, without limitation, the operation of finishing lines, assembly lines and presses (the "Manufacturing Operations") on the Subject Property (the "Electric Utility Rebate Commencement Date"), and ending on the tenth (10<sup>th</sup>) anniversary thereof, and for so long during that period as the Manufacturing Operations occur, the CITY shall rebate to the DEVELOPER, in the time and manner described in Section 4 below, Fifty Percent (50%) of the CITY's municipal electricity utility tax paid by the DEVELOPER or the Tenant and received by the CITY for the Subject Property, in an amount not to exceed Two Hundred Thousand and No/100 Dollars (\$200,000.00) in the aggregate. The amount of the CITY's municipal electricity utility tax actually rebated to the DEVELOPER herein shall be the "Electricity Utility Rebate."

4. **PARTIAL MUNICIPAL UTILITY TAX REBATE PAYMENT.** The CITY shall rebate the DEVELOPER, or the DEVELOPER's assignee, the municipal electricity utility tax as set forth in Section 3.B. above paid by the DEVELOPER,

or the DEVELOPER's tenant operating the Project on the Subject Property, no more than two (2) times annually, and covering no more than six (6) months of electricity consumption on the Project per payment. The DEVELOPER, or the DEVELOPER's assignee, shall submit invoices to the CITY requesting the municipal electricity utility tax rebate, together with documentation of the payment of the municipal electricity utility taxes paid for the Subject Property, along proof of payment and such other information and/or documents reasonably requested by the CITY. Upon the CITY's receipt of all supporting documentation and information, and upon confirmation the DEVELOPER, or the DEVELOPER's assignee, is entitled to receive the rebate payment, the CITY shall pay the DEVELOPER, or the DEVELOPER's assignee, the rebate within thirty (30) days thereafter.

5. **ADDITIONAL INCENTIVES CLAWBACK.** If the DEVELOPER or the Tenant ceases operating the Project on the Subject Property, or if the DEVELOPER breaches any of its obligations in this Agreement, then, in either such instance, the CITY shall provide written notice of such cessation or breach to DEVELOPER (a "Default Notice"). If DEVELOPER does not (a) recommence (or cause Tenant to recommence) operation of the Project within thirty (30) days following DEVELOPER's receipt of a Default Notice, or (b) cure any such breach of this Agreement within such thirty (30) day period (provided, that if such cure cannot reasonably be performed in thirty (30) days, then, DEVELOPER shall have such additional time as may be reasonably required to effect such cure provided that DEVELOPER commences such cure within such thirty (30) day

period and diligently pursues the same to completion), then the CITY may elect, by written notice to DEVELOPER, to terminate this Agreement (hereinafter, a "Termination"), whereupon the DEVELOPER shall reimburse the CITY the

Additional Incentives as follows:

- A. If a Termination occurs within five (5) years from the "Commencement Date," as defined in the IGA, the DEVELOPER shall pay the CITY Seventy Five Percent (75%) of the Building Permit Waiver Costs and the Electricity Utility Rebate realized by DEVELOPER prior to the date on which the Termination occurs, and thereafter the DEVELOPER shall not be entitled to receive any Additional Incentives pursuant to this Agreement; or
- B. If a Termination occurs after five (5) years from the "Commencement Date," as defined in the IGA, the DEVELOPER shall pay the CITY Fifty Percent (50%) of the Building Permit Waiver Costs and the Electricity Utility Rebate, and thereafter the DEVELOPER shall not be entitled to receive any Additional Incentives pursuant to this Agreement.

The DEVELOPER's reimbursement obligations herein shall survive, and be binding upon the DEVELOPER, regardless of the termination or expiration of this Agreement. The DEVELOPER shall reimburse the CITY as provided herein within thirty (30) days of a written demand from the CITY for such reimbursement.

- 6. **INTERVENING ACTIONS.** The Parties acknowledge that the Additional Incentives are predicated upon current law in the State of Illinois, as of the Effective Date, allowing the CITY to make the Additional Incentives available to the DEVELOPER. Should the Illinois General Assembly, or a court of competent jurisdiction, hereafter eliminate or limit the CITY's authority to make the Additional Incentives available to the DEVELOPER, or alter the municipal electricity utility tax formula in a manner which prevents the CITY from paying

the municipal electricity utility tax rebate to the DEVELOPER, or should the CITY's ability to make any Additional Incentives to DEVELOPER be limited or eliminated in any manner, then, upon the occurrence of any of the foregoing events, (a) the DEVELOPER shall not be entitled to receive the Additional Incentive(s) so limited, and (b) DEVELOPER may, by written notice delivered to the CITY at any time following the occurrence of any of the foregoing events, elect to terminate this Agreement whereupon this Agreement shall be of no further force or effect (including, without limitation, the DEVELOPER's liability under Section 5 above).

**7. GENERAL CONDITIONS/REQUIREMENTS.**

- A. This Agreement is entered into for the benefit of each of the Parties, solely, and not for the benefit of any third party.
- B. Nothing contained in this Agreement shall constitute a waiver of any privileges, defenses or immunities which the CITY may have under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, *et seq.*, with respect to any claim brought by a third party.
- C. The rights and obligations of the DEVELOPER shall constitute covenants running with the land of the Subject Property and shall be binding on successors and assigns of the DEVELOPER and shall bind all owners of the Subject Property, including the Project located thereon, or any portion thereof.
- D. This Agreement shall be recorded on title to the Subject Property at the expense of the DEVELOPER upon taking effect.
- E. Upon a breach of this Agreement the non-breaching Party, by an action or proceeding solely in equity brought in the 18th Judicial Circuit Court, in DuPage County, Illinois, may secure the specific performance of the covenants and agreements herein contained, for failure of performance.
- F. In the event of a default by any of the Parties, the defaulting Party, as adjudicated by a court of competent jurisdiction, shall pay to the non-defaulting Party, upon demand, all of the non-defaulting Party's



reasonable costs, charges and expenses, including, but not limited to, the costs of accountants, consultants, attorneys and others retained by the non-defaulting Party for the purpose of enforcing any of the obligations of the defaulting Party under this Agreement.

- G. The failure of any Party to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, by any other Party, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
- H. If the performance by any Party hereunder is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances shall only include acts of God, war, strikes or similar acts of *force majeure*), the time for such performance shall be extended by the amount of time of such delay.
- I. This Agreement shall remain in full force and effect so long as the IGA remains in effect.
- J. In the event that the CITY's authority to carry out its obligation in this Agreement is repealed, become null and void or otherwise become invalid, then the CITY's obligations hereunder shall cease and no further obligations of any sort shall be required of the CITY. The DEVELOPER shall have no recourse against the CITY in such event.
- K. No amendment to, or modification of, this Agreement shall be effective unless and until it is in writing and approved by the authorized representative of the DEVELOPER and by the CITY'S corporate authorities, and executed and delivered by the authorized representatives of each Party.
- L. If, during the term of this Agreement, any lawsuits or other proceedings are filed or initiated against any Party before any court, commission, board, bureau, agency, unit of government or sub-unit thereof, arbitrator, or other instrumentality, that may materially affect or inhibit the ability of any Party to perform its obligations under, or otherwise to comply with, this Agreement ("Litigation"), the Party against which the Litigation is filed or initiated shall promptly deliver a copy of the complaint or charge related thereto to the other Parties and shall thereafter keep the other Parties fully informed concerning all aspects of the Litigation. Each Party shall, to the extent necessary, cooperate with the other Parties in this event. The Parties each agree to use their respective best efforts to defend the validity of this Agreement and all approvals of the Parties related thereto, including every portion thereof and every approval given, and every action

taken, pursuant thereto.

- M. The DEVELOPER shall and hereby agrees to defend, hold harmless and indemnify the CITY, and its respective elected officials, appointed officials, employees, agents and attorneys (collectively the "CITY Affiliates") from and against any and all third-party claims, demands, suits, damages, liabilities, losses, expenses, and judgments against any CITY Affiliates resulting from DEVELOPER's breach of its obligations hereunder. The obligation of the DEVELOPER in this regard shall include, but shall not be limited, to all costs and expenses, including reasonable attorneys' fees, incurred by the CITY Affiliates in responding to, defending against, or settling any such claims, demands, suits, damages, liabilities, losses, expenses or judgments. The DEVELOPER covenants that it will reimburse the CITY Affiliates, or pay over to the CITY Affiliates, all reasonable sums of money the CITY Affiliates pay, or becomes liable to pay, to any such third-party by reason of any of the foregoing; provided, however, that the DEVELOPER's liability under this Section 8.M. shall be limited to the total amount of the Additional Incentives that the DEVELOPER has received pursuant to this Agreement as of the date of any such claim, demand, suit, damage, liability, loss, expense, or judgment. In any suit or proceeding for which DEVELOPER is required to indemnify and hold any CITY Affiliates harmless hereunder, such CITY Affiliates shall have the right to appoint counsel of their own choosing to represent it, the reasonable costs and expenses of which shall be paid by the DEVELOPER.
- N. The DEVELOPER shall maintain the Subject Property, and operate the Project, in compliance with all Federal, State, County, and CITY laws, ordinances, resolutions, rules and regulations.

8. **NOTICES.** Notice or other writings which any Party is required to, or may wish to, serve upon any other Party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

A. If to the CITY:

City of West Chicago  
475 Main Street  
West Chicago, Illinois 60185  
Attention: Mayor

With copies to:

B. If to the DEVELOPER:

Discovery Drive Investors II, LLC  
c/o Pritzker Realty Group, LLC  
444 W. Lake Street, Suite 3500  
Chicago, IL 60654  
Attn: Kevin Poorman

With a copy to:

City of West Chicago  
475 Main Street  
West Chicago, Illinois 60185  
Attn: City Administrator  
Bond, Dickson & Associates  
400 Knoll Street  
Wheaton, Illinois 60187  
Attn: Patrick Bond

Katten Muchin Rosenman LLP  
525 W. Monroe Street  
Chicago, IL 60661-3693  
Attn: Seth R. Madorsky

or to such other address, or additional individuals/entities, as any Party may from time to time designate in a written notice to the other Parties. Service by personal delivery shall be deemed given when delivery occurs, and service by certified or registered mail shall be deemed given three (3) days after depositing same in the mail.

9. **COUNTERPARTS.** This Agreement may be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.
10. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them regarding the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.
11. **EFFECTIVE DATE.** This Agreement shall be deemed dated and become effective on the date the last of the Parties execute this Agreement as set forth below, which date shall be filled in on page 1 hereof.

**IN WITNESS WHEREOF**, the CITY, pursuant to authority granted by the adoption of a Motion/Resolution by its City Council, has caused this Agreement to be executed by its Mayor and attested by its Clerk and DEVELOPER, pursuant to proper authority granted in accordance with its organizational documents, has caused this Agreement to be executed by its President and attested by its Secretary.

**CITY:**

**DEVELOPER:**

**CITY OF WEST CHICAGO**

**DISCOVERY DRIVE INVESTORS II, L.L.C.**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

By: \_\_\_\_\_  
J. Kevin Poorman, President

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

\_\_\_\_\_  
Ronald D. Wray, Secretary

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

# CITY OF WEST CHICAGO

## CITY COUNCIL AGENDA ITEM SUMMARY

**ITEM TITLE:**

First Amendment to a Land Exchange Agreement  
St. Vincent De Paul

Resolution No. 21-R-0053

AGENDA ITEM NUMBER: 8.K.

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

COMMITTEE AGENDA DATE: N/A

COUNCIL AGENDA DATE: July 6, 2021

STAFF REVIEW: Tom Dabareiner, AICP

SIGNATURE 

APPROVED BY CITY ADMINISTRATOR: Michael  
Guttman

SIGNATURE \_\_\_\_\_

In April of 2003, the City Council executed a Land Exchange Agreement with St. Vincent De Paul (SVDP) to convey the property at 129 McConnell Street to SVDP in exchange for four parcels at the northwest corner of High Street and Center Street. When the exchange occurred, it was anticipated that the property acquired by the City would be developed as a municipal parking lot. As part of the land exchange, the City agreed to lease 12 parking stalls within the future parking lot to SVDP for their exclusive use during their regular business hours.

While the municipal parking lot was never constructed on this property, the City still leased, and continues to lease, 12 parking stalls to SVDP on the portion of the property immediately adjacent to the alley off Center Street. The City does not intend to construct a municipal parking lot and instead proposes to convey the property at High Street and Center Street to Aspen Venture Group (AVG). Once this land acquisition occurs, AVG plans to construct eight single-family attached townhome units on the property. To accommodate this development, the 12 existing perpendicular parking stalls on the property used by SVDP must be redesigned as well as reduced to four parallel parking stalls. SVDP has agreed to this reduction in parking stalls and AVG is preparing development plans that will include four parking stalls near the alley.

A first amendment to the Land Exchange Agreement is necessary to reduce the amount of parking stalls reserved for SVDP from 12 to four. Staff has prepared a first amendment to the agreement to address this reduction in spaces.

**ACTION PROPOSED:**

Consideration of the First Amendment to the Land Exchange Agreement with St. Vincent De Paul.

**COMMITTEE RECOMMENDATION:**

This item did not go to a committee.

**ATTACHMENTS:**

Resolution

First Amendment to the Land Exchange Agreement

**CITY OF WEST CHICAGO**

**RESOLUTION NO. 2021-R-0053**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A FIRST  
AMENDMENT TO THE LAND EXCHANGE AGREEMENT BETWEEN THE CITY OF  
WEST CHICAGO AND ST. VINCENT DE PAUL**

**ADOPTED BY THE  
CITY COUNCIL  
OF THE  
CITY OF WEST CHICAGO  
JULY 6, 2021**

Published in pamphlet form by the authority of the City Council of the City of West Chicago,  
DuPage County, Illinois on the \_\_\_\_ day of July, 2021.

**RESOLUTION NO. 2021-R-0053**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
THE FIRST AMENDMENT TO THE LAND EXCHANGE AGREEMENT  
WITH ST. VINCENT DE PAUL**

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 First Amendment to the Land Exchange Agreement with St. Vincent De Paul for the reduction in number of parking stalls reserved for St. Vincent De Paul on the property located at the northwest corner of High Street and Center Street, in substantially the form attached hereto, and incorporated herein as Exhibit "A".

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

NAYS: \_\_\_\_\_

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

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

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**FIRST AMENDMENT TO THE LAND EXCHANGE AGREEMENT BETWEEN THE  
CITY OF WEST CHICAGO AND ST. VINCENT DE PAUL**

This FIRST AMENDMENT to the Land Exchange Agreement (the “First Amendment”) made this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the City of West Chicago, an Illinois municipal corporation, situated in DuPage County, Illinois (hereinafter referred to as the “CITY”) and St. Vincent De Paul, an Illinois not-for-profit corporation, situated in DuPage County, Illinois (hereinafter referred to as “ST. VINCENTS”); the CITY and ST. VINCENT are sometimes hereinafter referred to individually as “PARTY” and collectively referred to as PARTIES”.

**R E C I T A L S**

WHEREAS, the CITY is authorized to exchange real property pursuant to the Illinois Municipal Code, 65 ILCS 5/11-76.2 *et seq.*; and

WHEREAS, pursuant to the authority cited herein above, on April 7, 2003, the CITY approved a Land Exchange Agreement with ST. VINCENT (hereinafter referred to as the “AGREEMENT”), as reflected in Ordinance 2003-O-0002; and

WHEREAS, the AGREEMENT included the acquisition of four parcels located at the southwestern corner of Center Street and High Street, West Chicago, DuPage County, Illinois, as described herein in Exhibit “A” (hereinafter the “PROPERTY”), from ST. VINCENTS to the CITY; and

WHEREAS, Article I, Section 1.05 of the AGREEMENT provided for certain obligations of the CITY and ST. VINCENTS following the exchange of the PROPERTY related to the planning and construction of a municipal parking lot on the PROPERTY; and

WHEREAS, among the obligations includes the dedication of twelve (12) parking stalls on the PROPERTY for use by ST. VINCENT during business hours; and

WHEREAS, a municipal parking lot has not been planned nor constructed on the PROPERTY; and

WHEREAS, the CITY has determined it to be in the best interest of the residents of the CITY to instead offer for sale the PROPERTY to allow for the development of the PROPERTY as single-family attached dwellings (hereinafter the “DEVELOPMENT”); and

WHEREAS, both the CITY and ST. VINCENTS acknowledge that the number of parking stalls on the PROPERTY to accommodate ST. VINCENTS must be reduced from twelve (12) to four (4) to accommodate the proposed DEVELOPMENT.



NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each PARTY to the other, the PARTIES do hereby mutually covenant, promise and agree to amend Article I of the AGREEMENT, pursuant to Article VII, Section 7.04 of the AGREEMENT, by deleting Section 1.05 in its entirety and replacing it with the following:

**“Section 1.05. Additional Obligations.** Once the properties have been exchanged, the CITY, in its sole discretion, may sell the ST. VINCENT’S PARCEL to a third party for future development. In the event the ST. VINCENT’S PARCEL is sold by the CITY to a third party, the CITY shall work cooperatively with the future property owner to ensure development plans prepared for the ST. VINCENT’S PARCEL by a future property owner include four (4) code compliant parking stalls dedicated and reserved for use by ST. VINCENTS and its customers during business hours.”

AND FURTHER THEREFORE, the PARTIES do hereby mutually covenant, promise, and agree that all other provisions of the AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the PARTIES have signed this First Amendment on the date first above written.

CITY OF WEST CHICAGO

ST. VINCENT DE PAUL

By:

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

ATTEST:

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

CITY OF WEST CHICAGO

PUBLIC AFFAIRS COMMITTEE  
AGENDA ITEM SUMMARY

ITEM TITLE:

Funding Agreement & Festival  
Resolution No. 21-R-0054  
Mexican Independence Day Festival  
Mexican Cultural Center DuPage

AGENDA ITEM NUMBER: 9.A.

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

COMMITTEE AGENDA DATE: June 28, 2021  
COUNCIL AGENDA DATE: July 6, 2021

STAFF REVIEW: Tom Dabareiner

SIGNATURE 

APPROVED BY CITY ADMINISTRATOR:  
Michael Guttman

SIGNATURE \_\_\_\_\_

ITEM SUMMARY:

The Mexican Cultural Center (MCC) and City Staff seek approval of the attached 2021 Funding Agreement for the Mexican Independence Day Festival (MID) which is proposed to take place September 18-19, 2021. As outlined in the Agreement, the MCC is responsible for all aspects of planning, organizing and managing the event while the City provides financial support as well as in-kind services.

The City will provide the financial support of \$12,000 to be paid in installments, in order to help cover the cost of Festival activities and the MCC's role in producing the Festival for community-wide benefit. Funds will be released so long as the submittal requirements have been met. The City will also equally match the amount of cash donations the MCC raises in excess of \$2,000, with the City's matched contribution not to exceed \$8,000. The City's maximum total contribution to the MCC shall not exceed \$20,000.

The Special Event Permit Application, which includes the requests of the City, has been reviewed and approved by staff from the Police, Public Works, and Community Development Departments as well as the West Chicago Fire Protection District and Park District. The Special Event Permit Application is attached.

ACTIONS PROPOSED:

Staff recommends approval of the Funding Agreement and Festival as proposed.

COMMITTEE RECOMMENDATION:

At its June 28, 2021 meeting, the members of the Committee voted 4 to 2 to recommend approval of the Mexican Independence Day Festival and Funding Agreement, contingent on any orders from any government related to assembly.

**RESOLUTION NO. 21-R-0054**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A FUNDING AGREEMENT WITH THE MEXICAN CULTURAL CENTER TO SUPPORT THE 2021 MEXICAN INDEPENDENCE DAY EVENT**

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 Funding Agreement to support the 2021 Mexican Independence Day Event between the City of West Chicago and the Mexican Cultural Center, in substantially the form attached hereto, and incorporated herein as Exhibit "A".

APPROVED this 6<sup>th</sup> day of July 2021.

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

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

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

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

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**Exhibit A**  
**Funding Agreement for Mexican Independence**  
**Day Festival**

This funding agreement (hereinafter referred to as "Agreement") is made and entered into on the \_\_\_ day of \_\_\_ 2021 by and between the Mexican Cultural Center (hereinafter referred to as "MCC") and the City of West Chicago, (hereinafter referred to as "City").

1. In consideration of the covenants and agreements hereinafter contained, as well as other good and valuable considerations, the MCC and the City hereby agree that the MCC is an independent entity with respect to the City and agrees to perform all services to create, plan, develop and execute the Mexican Independence Day Festival on September 18-19, 2021, (hereinafter referred to as "Festival") and that the City will provide a designated amount of financial support for such Festival. The MCC has no authority or power to incur debts, obligations or commitments of any kind whatsoever for or on behalf of the City or to bind the City to any contract, agreement or employment agreement.
2. The MCC will be responsible for producing the Festival within the Downtown Tax Increment Financing (TIF) District. This will include, but is not limited to, accomplishing the following tasks and purveyance of services:
  - A. The MCC will serve as the lead event planner and execute the following duties:
    1. Plan, organize and supervise the Festival, making arrangements for the Festival site, negotiate contracts with responsible independent contractors or vendors, apply for all permits and licenses, comply with all insurance requirements as defined in the Special Event Permit Application, and coordinate with City officials.
    2. Comply with the City's Municipal Code, ordinances, and Special Events Policy in effect at the time this Agreement becomes fully executed, including the posting of signs in conformance with the City's regulations regarding concealed carry at special events<sup>1</sup>.
    3. Solicit volunteers and vendors as needed.
    4. Undertake additional fundraising efforts.
    5. Ensure at least one supervisor attends and supervises the entire Festival.
    6. Pay all contractual obligations associated with the Festival and obtain all required licenses and deposits.

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<sup>1</sup> Should a higher level of government mandate any new laws that the City is required to enforce and should the City Council approve a new law that does not specifically deal with festivals but rather improves and addresses the health, safety and welfare of West Chicago residents and its visitors, then the MCC shall be obligated to comply.

7. Ensure that the Festival does not open to the public until: all applicable permits are obtained; all approvals are granted; all insurance requirements are satisfied; and all posting of signs is fulfilled.
  8. Ensure that the Festival area is maintained in a clean and sanitary condition during the Festival, and that proper cleanup is completed after the Festival in order to return City property to its original condition. This shall include, but is not limited to, prompt removal of animal waste from festival grounds or the parade route by MCC staff or hired contractor.
- B. The MCC shall promote the Festival through at least three external media channels. Promotional efforts for each media source shall be detailed in the post-event report to include the name of each media source, copy of the advertisement, length of promotion, and a summary of reach, if available. The MCC shall also promote the Festival through its organizational website and social media platforms.
  - C. The MCC shall recognize the City in any and all marketing, promotional and social media materials as a primary contributor and sponsor of the Festival.
  - D. There shall be no entrance fee for the Festival. There will neither be a carnival nor fireworks at the Festival. Alcohol shall neither be served nor permitted at the Festival.
  - E. The MCC shall offer to all businesses in the Downtown TIF District an opportunity to be vendors of or participants in the Festival. Such businesses shall be given priority over businesses not within the Downtown TIF District. At the MCC's request, the City will provide the MCC with a current list of businesses registered within the Downtown TIF District. Not less than 14 days prior to the Festival, the MCC will provide the Special Events Coordinator with a copy of the written communication(s) used to invite downtown businesses to participate in the Festival, along with a list of those confirmed. This list shall include a brief description of each business's manner of participation. This list will be included as an addendum to the Special Event Permit Application and with the MCC's final written report.
  - F. The MCC shall provide adequate safety and security throughout the Festival duration. As such, the MCC shall ensure that all horses at the Festival, whether they are part of the parade or other activities, shall be separated from the general public by means of barricades or a distance of at least 10 feet. Additionally, MCC will contract to have onsite overnight security between the days of September 18 and September 19, 2021. The MCC shall submit a copy of the security contract to the City's Special Events Coordinator not less than 14 days prior to the Festival. The contract shall outline the expectations of the hired security personnel in order to address how problematic situations such as theft, physical altercations, and/or trespassing will be handled. Name and contact information of security

personnel shall also be provided.

3. The City's responsibilities are limited to the following:
  - A. The City will provide financial support of \$12,000 to be paid in installments, in order to help cover the cost of Festival activities and the MCC's role in producing the Festival for community-wide benefit. Funds will be released so long as the submittal requirements have been met.
    1. The City agrees to pay the MCC (or its designee, as specified in writing) \$8,000 for contractual obligations directly related to the Festival by the end of the week following the July 19, 2021 City Council meeting.
    2. The City agrees to pay the MCC (or its designee, as specified in writing) \$3,500 for contractual obligations directly related to the Festival by the end of the week following the August 2, 2021 City Council meeting.
    3. The City agrees to pay the MCC (or its designee, as specified in writing) the final \$500 in consideration of all contractual requirements being met.
  - B. The City will equally match the amount of cash donations the MCC raises in excess of \$2,000, with the City's matched contribution to not exceed \$8,000. The City's maximum total contribution to the MCC shall not exceed \$20,000.
    1. The MCC shall submit a copy of acknowledgment of cash donations received to support the Festival.
    2. The MCC shall be paid the equivalent of the submitted receipt totals, once the \$2,000 minimum has been received by the MCC and then verified by the City.
    3. The MCC will be paid no later than 30 days of the City receiving a complete and satisfactory submittal.
  - C. The MCC shall provide the City copies of all invoices, receipts and checks to vendors for the expense receipts of not less than \$12,000 in addition to the total amount of cash contributions provided by the City match. These items shall be submitted with the MCC's final written report which shall include a summary financial report as outlined in Section 4.E.
    1. The MCC shall seek pre-approval from the City Special Event Coordinator when making purchases outside of essential festival expenditures. The Special Event Coordinator shall have sole authority in determining whether a purchase meets the standard of an essential expenditure. This shall apply only to purchases above \$500.00, but serial purchases of the same item or service less than that shall also be subject to review.
  - D. The MCC shall make its final appearance at the earliest available Public Affairs Committee meeting after the Festival, no later than the December 27, 2021 meeting, to present the final written report.
  - E. Should any submittal deadline not be met and/or should the

information submitted be deemed incomplete, the City will withhold payment until the submittal is satisfactory. The MCC will be paid within 30 days of the City receiving complete and satisfactory submittals.

- F. The City will provide the following in-kind services with approval of the City Administrator:
1. Public Works Department employees will assist with Festival set-up, arrange for a dumpster from Groot Industries at no cost to MCC, ensure water hook-up, and provide Festival banner and 'papel picado' (perforated banner sign) installation along downtown light posts three weeks prior to the event.
  2. Public Works Department employees shall provide barricades at the Festival entrances. The MCC may request additional barricades from the Public Works Department which will be provided if inventory is available and if Public Works can reasonably accommodate the request.
  3. Public Works staff will provide standard special event street cleanup assistance; not included is animal related waste or feed product disposal. The MCC is responsible for completing all other event-related cleanup before leaving the Festival site on September 19, 2021. If a cleanup project requires additional time and/or the hiring of an external contractor, the MCC must notify the Special Events Coordinator. The MCC must provide the Special Events Coordinator with details regarding the nature of the work to be done, the name and contact information of the person(s) scheduled to perform the work, and the expected timeline of completion. If the MCC is unable to complete the work in a manner deemed acceptable by City staff, the City will conduct the work and charge the MCC the applicable municipal rate.
  4. Police Department employees will provide staff and provide security during the hours of operation of the Festival. The City will not provide on-site overnight security.
  5. Community Development Department employees and/or City contractors will inspect the general layout of the site and conduct any other inspections deemed necessary once all Festival components are known. The site inspection shall take place at least one hour prior to the time the Festival is scheduled to open to the public. All event components requiring inspection shall be completely set up at the time of the scheduled inspection. At least one representative of the MCC shall be present during the entire inspection.
  6. Marketing and Communications Division staff will assist the MCC with the marketing of the Festival via the City's website, community calendar and newsletter; however, paid advertising will be the sole responsibility of the MCC. In order for City staff to provide marketing assistance, the MCC shall submit 2021 event-specific marketing materials to the City at least 60 days

prior to the Festival. These materials may include, but are not limited to photos, graphics, logos, link to the event website, and links to social media event page(s). The MCC shall submit any new or additional marketing materials to the City no later than 30 days prior to the Festival. These materials may include, but are not limited to the entertainment schedule, tentative list of parade participants, tentative list of vendors, and programming updates. MCC will update the City as new parade participants and vendors are added on a weekly basis following the tentative list submission.

4. The MCC shall communicate progress and compliance with the terms of this Agreement at the request of the City. The MCC shall comply with the following coordination and submittal deadlines and all other submittal dates as indicated on the Special Event Permit Application.
  - A. May 24, 2021 – Submit Special Event Permit Application and required supporting documentation.
  - B. June – Attend an Application review meeting to be scheduled by the City after the Special Event Permit Application has been submitted.
  - C. July, August, & September 2021 - The MCC is required to attend at least three coordination meetings to be held with City officials in preparation of the Festival. The meetings shall be scheduled by the City after the Special Event Permit Application has been submitted. The City reserves the right to cancel the Festival by the third coordination meeting if the Agreement terms have not been satisfied or have not been adequately addressed. All monies provided by the City to MCC prior to any cancellation shall be repaid in accordance with Section 12 of this Agreement.
  - D. September 2, 2021 – Not less than 14 days prior to the Festival, the MCC shall provide written notice, via hand-delivery and/or U.S. Mail, to all residents, business tenants, and property owners in the Turner Junction Historic District where the Festival will take place and along the parade route. At the MCC's request, the City will provide the MCC with a current list of addresses located within these defined areas. The MCC shall provide a written affidavit to the City confirming delivery of these notices no later than seven days prior to the Festival.
  - E. November 1, 2021 – Submit final draft of the post-Festival report. The report shall include a recap of the Festival and detail the logistical successes and challenges of the event. It shall also include the accounting of expenses related to the Festival, totaling not less than \$12,000 plus the total amount of the City's matched contributions as described in Section 3.B. All associated expenses shall be accompanied by copies of invoices, receipts, and verification of payments made to vendors.
5. If either party elects to enforce the provisions of this contract in a court of law, the venue shall be in the Circuit Court of DuPage County. The



successful party in any action to enforce the terms of this Agreement is entitled to reimbursement for its reasonable costs and attorney's fees.

6. The MCC agrees to maintain general liability insurance in amounts not less than \$2,000,000 aggregate and shall name the City of West Chicago and its respective officials, agents, employees and volunteers all as additional insureds under the policy. The MCC's insurance coverage shall be primary as respects the City and its respective officials, agents, employees and volunteers. Any insurance or self- insurance maintained by the City and its respective officials, employees, agents and volunteers shall be excess of the MCC's insurance and shall not contribute with it. The MCC shall ensure that the City receives original certificates of insurance and endorsements evidencing the existence of such coverage with its completed Special Event Permit Application, which shall be continued during any periods in which this Agreement is in force.
7. The MCC hereby agrees to indemnify and hold harmless the City and its directors, officers, agents and employees from and against any and all claims, demands, actions, causes of action and other liabilities and expenses, including but not limited to attorney's fees, arising out of or in connection with the Festival, including but not limited to any such claims that may be asserted by any employees and/or volunteers of the MCC, any contractor, vendor or other service provider for the Festival. This indemnification provision shall survive the term of this Agreement or any cancellation or abandonment of the terms and conditions contemplated herein.
8. The MCC is responsible for obtaining, verifying and retaining all vendor and participant Certificates of Insurance and waivers when applicable.
9. The MCC hereby agrees that any and all work conducted at the Festival site shall be performed in accordance with all applicable laws of the City to provide a safe working environment for the Festival workers, volunteers and general public. Any insurance or self-insurance maintained by the City and its respective officials, employees, agents and volunteers shall be excess of any vendor's insurance and shall not contribute with it. The MCC is responsible for ensuring that all insurance requirements are met, and all required documentation is provided to the City.
10. If necessary, the MCC hereby grants the City permission to communicate directly with its insurance company to ensure that the Certificate of Insurance and the endorsements comply with the terms of this Agreement, the Special Events Policy, and the City's Municipal Code.
11. Neither this Agreement nor any interest herein, or claim hereunder, shall be assigned or transferred by either the City or the MCC.
12. Should the MCC fail to comply with the terms of this Agreement, all monies provided and not accounted for in expenditures towards the planning of the Festival by the City shall be returned to it within 60 days of the written notice of the termination of this Agreement. The Festival may be cancelled by mutual written agreement of both Parties as a result of extreme weather on any day of the Festival; in this instance, no

repayment to the City is required.

13. If the Festival is canceled arising out of compliance with any law, ordinance, regulation, ruling, order or other governmental action or arising out of acts of God, fire, flood, war, acts of terrorism, pandemic, epidemic, sabotage, accidents, or any other similar circumstance, the City will notify the MCC and immediately discontinue payments to the MCC and the accounting procedure in Paragraph 12 shall apply.

**CITY OF WEST CHICAGO**

**MEXICAN CULTURAL CENTER**

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

Name: Ruben Pineda  
Title: Mayor

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

Name: Fernando Ramirez  
Title: President

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Attest:**

**Attest:**

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

Name: Nancy Smith  
Title: City Clerk

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

Name:  
Title: