

CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

CITY COUNCIL MEETING MONDAY, NOVEMBER 1, 2021- 7:00 P.M. 475 MAIN STREET, WEST CHICAGO, ILLINOIS

AGENDA

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

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

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

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

During the COVID-19 Pandemic, City Hall is closed for public meetings due to distancing restrictions, though interested people may teleconference from home or another location on the Zoom app. Downloading Zoom from zoom.us will provide the audio link to the meeting. Anyone wishing to provide comment on a topic or an agenda item, may address the City Council by 4:00 p.m. the day of the meeting. You may do so either by an online form on the City's website, email to the Deputy City Clerk at aadm@westchicago.org or voicemail message at (630) 293-2205 x135. Your comment to the City Council will be read during the Public Participation portion of the agenda.

475 Main Street
West Chicago, Illinois
60185

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

Ruben Pineda
MAYOR
Nancy M. Smith
CITY CLERK

Michael L. Guttman
CITY ADMINISTRATOR

6. **City Council Meeting Minutes of October 18, 2021 and October 20, 2021.**
7. **Corporate Disbursement Report
- November 1, 2021 (\$281,691.53)**
8. **Consent Agenda**
 - **Public Affairs Committee:**
 - A. **Resolution No. 21-R-0094 – A Resolution Authorizing the Mayor to Execute a Certain Contract with Axon Enterprises, Inc.**
 - **Items Not Sent to Committee:**
 - B. **Resolution No. 21-R-0095 – A Resolution Authorizing the Mayor to Execute a Certain Maintenance Agreement with Chicago Title Land Company Trust 8002380575 for Sanitary Sewer Main and Associated Appurtenances and Equipment with City Rights-of-Way.**
 - C. **Resolution No. 21-R-0096 – A Resolution Authorizing the Execution of an Amusement Tax Rebate Agreement to Rebate Funds Payable to the City By Cascade Drive-In Pursuant to the City of West Chicago Amusement Tax.**
 - D. **Resolution No. 21-R-0097 – A Resolution Authorizing the Mayor to Execute a Certain License Agreement with Chicago Title Land Company Trust 8002380575 for Use of City Right-of-Way Along Prince Crossing Road and Meadowview Crossing.**
 - E. **Ordinance No. 21-O-0029 – An Ordinance Amending the Code of Ordinances of the City of West Chicago – Chapter 3, Section 3-12 (C) – Amending the Number of A-1, A-2 and A-3 Liquor Licenses.**
 - F. **Concur with the Mayor's Appointment of Crystal Noland-Riani to the Historical Preservation Commission for an Unexpired Term Ending April 2022.**
9. **Reports by Committees**
10. **Unfinished Business**
 - A. **Ordinance No. 21-R-0027 – An Ordinance Permitting Video Gaming in the City of West Chicago, DuPage County, Illinois and Providing Regulations Therefore.**

B. Ordinance No. 21-R-0028 – An Ordinance Amending the Code of Ordinances of the City of West Chicago, Chapter 3, Alcoholic Beverages to Provide for Licensing of Video Gaming Establishment Where Alcohol is Permitted.

11. New Business

12. Correspondence and Announcements

Upcoming Meetings

November 2, 2021	Plan Commission/ZBA
November 4, 2021	Infrastructure Committee
November 4, 2021	Finance Committee
November 8, 2021	Development Committee

13. Mayor's Comments

14. Executive Session

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

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

16. Adjournment



CITY OF WEST CHICAGO – 475 Main Street
CITY COUNCIL MINUTES
Regular Meeting
October 18, 2021

1. Call to Order. Mayor Ruben Pineda (on site) called the meeting to order at 7:00 pm. The Mayor said it was determined that in person meetings are not practical and prudent at this time.

2. Pledge of Allegiance to the Flag. Alderman Garling led all in the pledge of allegiance.

3. Invocation. There was no invocation.

4. Roll Call and Establishment of a Quorum.

Roll Call found Aldermen Lori J. Chassee, James E. Beifuss, Jr., Heather Brown, Jayme Sheahan, Christine Dettmann, Alton Hallett, Sandy Dimas, Christopher Swiatek, Matthew E. Garling, Jeanne M. Short, John E. Jakabcsin, and Joseph G. Morano present remotely. Alderman Birch-Ferguson arrived (remotely) at 7:05 pm. Alderman Rebecca Stout was absent. The Mayor announced a quorum.

City Clerk Nancy M. Smith was also present.

Also in attendance remotely were City Attorney Mary Dickson, City Administrator Michael L. Guttman, Chief of Police Colin Fleury, Community Development Director Tom Dabareiner, and Public Works Director Mehul Patel.

5. Public Participation. City Administrator Guttman read pro and con communications from the public regarding video gaming. The following people (all of whom either live or work in West Chicago) were in favor:

Mark Stilin, Tom Gustafson, Linda Mertes, Amanda Tomaszewski, Laura OMalley, Wayne Martin, Carol McLeod, Clinton Whiteway, and Alan Gilbert (two communications)

The following people (all of whom either live or work in West Chicago) were opposed:

Bradley Kimme, Heidi Kuharch (with an attached internet petition with 78 names), Bob Vishanoff, Jamie Wilson, Tori Libby, Julie Odom, Liz Garling, John Wilson, Brian Kiel, Jerry Dimas,

City Administrator Guttman said he has read them all and the elected officials will get copies this week.

6. City Council Meeting Minutes – September 20, 2021, and October 4, 2021.

Alderman Swiatek made a motion, seconded by Alderman Morano, to approve the revised minutes of September 20, 2021, and to approve the October 4, 2021, minutes. During discussion, Alderman Garling said he attended the 9/20/2021, meeting in person, not on the phone. Voting Aye: Aldermen Chassee, Beifuss, Brown, Sheahan, Dettmann, Hallett, Dimas, Birch-Ferguson, Swiatek, Garling, Short, Jakabcsin, and Morano. Voting Nay: 0. Motion carried.

Below is the revised paragraph 9A of the September 20, 2021, minutes:

A. Video Gaming – There was discussion amongst the Aldermen regarding the pros and cons regarding video gaming. Aldermen Chassee, Brown, Sheahan, Dettmann, Swiatek, Stout, Short, and Morano, expressed their opinions on video gaming and then support to direct Staff to prepare a draft Video Gaming Ordinance to be returned to City Council for discussion and Council action. Alderman Beifuss, Hallett, Dimas, Garling, and Jakabcsin, expressed their opinions on video gaming and their opposition to video gaming and did not concur to direct staff to prepare a draft Video Gaming Ordinance to be returned to City Council for further Discussion and Council Action.

7. Corporate Disbursement Report. Alderman Dimas made a motion, seconded by Alderman Chassee, to approve the October 18, 2021, Corporate Disbursement Report in the amount of \$718,045.77. Voting Aye: Aldermen Chassee, Beifuss, Brown, Sheahan, Dettmann, Hallett, Dimas, Birch-Ferguson, Swiatek, Garling, Short, Jakabcsin, and Morano. Voting Nay: 0. Motion carried.

Mayor Pineda said he would like to revise the agenda by bringing forth items 10 A and 10 B. at this time.

10. Unfinished Business.

A. Ordinance 21-R-0027 – An Ordinance Permitting Video Gaming in the City of West Chicago, DuPage County, Illinois, and Providing Regulations Therefore

B. Ordinance 21-R-0028 – An Ordinance Amending the Code of Ordinances of the City of West Chicago, Chapter 3, Alcoholic Beverages to Provide for Licensing of Video Gaming Establishment Where Alcohol is Permitted

Alderman Dimas made a motion, seconded by Alderman Chassee, to table the above items so the City can get information out to the public and bring back on November 1, 2021 for a decision. This would give new opportunities to make sure the public knows.

Voting Aye: Aldermen Chassee, Beifuss, Brown, Sheahan, Dettmann, Hallett, Dimas, Birch-Ferguson, Swiatek, Garling, Short, Jakabcsin, and Morano. Voting Nay: 0. Motion carried.

8. Consent Agenda – Consideration of an Omnibus Vote.

* **Development Committee:** Alderman Birch-Ferguson read and explained the following items:

A. Ordinance 21-O-0026 – An Ordinance Approving a Special Use Permit and a Final PUD for a Motor Vehicle Care Center – 440 W. North Avenue

B. Resolution 21-R-0093 – A Resolution Approving the Belle Tire Subdivision – 440 W. North Avenue

C. Resolution 21-R-0092 – A Resolution Approving the Final Development Plan for Midwest Industrial Funds, 537 Discovery Drive – DuPage Business Center

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

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

D. Approve – The Purchase of One 2022 Ford F-250 F-350 (per Alderman Swiatek) Super Duty 4wd Pick-Up Truck Chassis from Bob Ridings, Ford, Inc. (for an amount not to exceed \$37,592.00)

E. Approve – The Purchase of One Forestry/Brush Cutter 60" Attachment for Skid Steer (Bobcat) with Engine Compartment Seal Kit, 700 Series and Tier 4 Forestry Application Kit M Series from Atlas Bobcat (for an amount not to exceed \$31,900.00)

F. Resolution 21-R-0081 – A Resolution Authorizing the Mayor to Execute an Agreement Pursuant to the Illinois Adopt-A-Highway Act Between the City of West Chicago and Ball Horticultural Company for Roosevelt Road (Illinois Route 38) Between Town Road and Washington Street

G. Resolution 21-R-0086 – A Resolution Authorizing the Mayor to Execute a Contract Agreement with Layne Christensen Company for Professional Services Related to the 2021 Well Station No. 7 Rehabilitation Project (for an amount not to exceed \$153,646.00)

H. Resolution 21-R-0087 – A Resolution Authorizing the Mayor to Execute a Contract Agreement with Crystal Maintenance Services Corporation for 2022 Janitorial Services for Municipal Buildings (for an amount not to exceed \$69,653.00)

I. Resolution 21-R-0088 – A Resolution Authorizing the Mayor to Execute a Contract with Polydyne, Inc. for the Procurement of Dry Anionic Polymer for Fiscal Year 2022 (for an amount not to exceed \$22,680.00)

J. Resolution 21-R-0089 – A Resolution Authorizing the Mayor to Execute a Contract with MacCARB, Inc. for the Procurement of Liquid Carbon Dioxide for Fiscal Year 2022 (for an amount not to exceed \$37,500.00)

K. Resolution 21-R-0090 – A Resolution Authorizing the Mayor to Execute a Contract with Rowell Chemical Company for the Procurement of Liquid Sodium Hypochlorite for FY 2022 (for an amount not to exceed \$109,200.00)

L. Resolution 21-R-0091 – A Resolution Authorizing the Mayor to Execute a Contract with Mississippi Lime Company for the Procurement of Hydrated Lime for Fiscal Year 2022 (for an amount not to exceed \$419,729.00)

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

*** Item Not Sent to Committee:** The Mayor explained the following item:

M. Concur – With the Mayor's Appointment of Crystal Noland-Riani to the Historical Preservation Commission for an Unexpired Term Ending April 2022

Alderman Brown made a motion, seconded by Alderman Sheahan, to table this item to the next City Council meeting. Voting Aye: Aldermen Brown, Sheahan, Garling, and Short. Voting Nay: Aldermen Chassee, Beifuss, Dettmann, Hallett, Dimas, Birch-Ferguson, Swiatek, Jakabcsin, and Morano. Motion failed

Alderman Jakabcsin made a motion, seconded by Alderman Morano, to concur with the Mayor's appointment of Crystal Noland-Riani to the Historical Preservation Commission for an Unexpired Term Ending April 2022. During discussion, Alderman Brown said she had concerns with this appointment as Ms. Noland-Riani has been seen on social media to bash the City and Code Enforcement. Alderman Brown has 20 different screen shots that people have sent to her. Alderman Garling said it appears she would be a greater asset to the Cultural Arts Commission. Mayor Pineda said she asked for either position so Deputy City Clerk Perez contacted her and she went with the Historical Preservation Commission. Alderman Chassee said the agendas are sent out early enough that it would have been better that this information had been shared with the Aldermen before the meeting. Alderman Chassee said she is disconcerted by what Alderman Brown said about this candidate. She was not aware of this information. Mayor Pineda said he was not aware of these activities either. Alderman Dimas suggested this appointment be postponed until these allegations can be investigated.

City Attorney Dickson said since a motion to table already failed, it would take a member of the prevailing side to move to reconsider.

Alderman Chassee made a motion, seconded by Alderman Dimas, to reconsider the motion to table. Voting Aye: Aldermen Chassee, Brown, Sheahan, Dettmann, Hallett, Dimas, Birch-Ferguson, Swiatek, Garling, Short, Jakabcsin, and Morano. Voting Nay: Alderman Beifuss. Motion carried.

Alderman Brown made a motion, seconded by Alderman Sheahan, to table this item until the November 1, 2021, City Council meeting. Voting Aye: Aldermen Chassee, Beifuss, Brown, Sheahan, Dettmann, Hallett, Dimas, Birch-Ferguson, Swiatek, Garling, Short, Jakabcsin, and Morano. Voting Nay: 0. Motion carried.

9. Reports by Committees. None

11. New Business. None

12. Correspondence and Announcements.

Upcoming Meetings

- | | |
|--------------------|---|
| - October 19, 2021 | Plan Commission/Zoning Board of Appeals (cancelled) |
| - October 25, 2021 | Public Affairs Committee |
| - October 26, 2021 | Historical Preservation Commission |
| - October 28, 2021 | Finance Committee (cancelled) |

City Clerk Smith announced that Lois Mastaler, long time Deputy City Clerk, past president of the Post 6790 VFW Auxiliary and past president of the VFW 19th District Auxiliary, passed away last week and her services were held this evening. She had been a wonderful civic-minded person. Mayor Pineda agreed.

13. Mayor's Comments. The Mayor said he went to a DuPage Symphony Orchestra concert on Saturday. The Orchestra has partnered with West Chicago. He was surprised to be honored as a Distinguished Guest. Out in the hallway where everyone could see was the premiere showing of photos and drawings from the West Chicago Community High School students. There will be other showings here in West Chicago. The Danada group asked if the students would be interested in showing at their annual October event. Winfield has a

new band shell on their River Walk and may be interested in concerts and showings of the photos and drawings. The Mayor thanked all the high school students for putting this show together on a short time frame.

The Mayor said he attended a Celebration of Life for Chuck Scheckel. The Mayor wished he had 30,000 Chuck Scheckel's in town. Everything he did, he worked hard on. He worked with Mayor Kwasman on Honor Flight. Honor Flight involves a grueling day for veterans to leave early in the morning to go to Washington, D.C. and return late at night. The Mayor felt Mr. Scheckel was at the Celebration of Life because he never missed a good party.

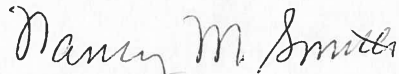
(Added later) The Mayor said there would be a Special City Council meeting on October 20, 2021, 7:00 pm. Aldermen should confirm their attendance with City Administrator Guttman.

14. Executive Session. There was no executive session.

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

16. Adjournment. At 7:52 pm, Alderman Chassee made a motion, seconded by Alderman Hallett, to adjourn. Voting Aye: Aldermen Chassee, Beifuss, Brown, Sheahan, Dettmann, Hallett, Dimas, Birch-Ferguson, Swiatek, Garling, Short, Jakabcsin, and Morano. Voting Nay: 0. Motion carried.

Respectfully submitted,



Nancy M. Smith
City Clerk

CITY OF WEST CHICAGO – 475 Main Street
CITY COUNCIL MINUTES
Regular Meeting
October 20, 2021

1. Call to Order. Mayor Ruben Pineda (on site) called the meeting to order at 7:00 pm. The Mayor said it was determined that in person meetings are not practical and prudent at this time.

2. Roll Call and Establishment of a Quorum.

Roll call found James E. Beifuss, Jr., Heather Brown, Jayme Sheahan, Christine Dettmann, Alton Hallett, Melissa Birch-Ferguson, Sandy Dimas, Christopher Swiatek, Jeanne M. Short, Rebecca Stout, John E. Jakabcsin, and Joseph C. Morano present remotely. Alderman Lori J. Chassee and Matthew E. Garling were absent. The Mayor announced a quorum.

City Clerk Nancy M. Smith was not present.

Also in attendance remotely were City Attorney Patrick Bond, City Administrator Michael Guttman, Community Development Director Tom Dabareiner, and Public Works Director Mehul Patel.

3. Public Participation. No one participated in Public Participation.

4. Consent Agenda

*** Finance Committee:**

A. Ordinance 21-O-0023 – An Ordinance Terminating the Life of the Redevelopment Plan and Project Area for the Downtown TIF District, Originally Established on May 1, 1990, and Extended to October 7, 2013, Effective December 31, 2021.

Alderman Dimas made a motion, seconded by Alderman Jakabcsin, to adopt Ordinance 21-O-0023. Voting Aye: Aldermen Beifuss, Brown, Sheahan, Dettmann, Hallett, Dimas, Birch-Ferguson, Swiatek, Short, Stout, Jakabcsin, and Morano. Voting Nay: 0. Motion carried.

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

6. Adjournment. Alderman Stout made a motion, seconded by Alderman Dimas, to adjourn. Voting Aye: Aldermen Beifuss, Brown, Sheahan, Dettmann, Hallett, Dimas, Birch-Ferguson, Swiatek, Short, Stout, Jakabcsin, and Morano. Voting Nay: 0. Motion carried.

Respectfully submitted,

Michael Guttman
City Administrator

CITY OF WEST CHICAGO

CORPORATE DISBURSEMENT REPORT November 1, 2021

OPERATING ACCOUNT	\$	281,691.53
FUNDED BY:	-----	

GENERAL FUND	\$	120,513.57
CAPITAL EQUIPMENT REPLACEMENT FUND	\$	1,133.99
SEWER FUND	\$	24,452.04
WATER FUND	\$	56,780.85
CAPITAL PROJECTS FUND	\$	60,212.31
DOWNTOWN TIF SPECIAL PROJECTS FUND	\$	17,076.16
OPERATING FUND	\$	211.55
COMMUTER PARKING FUND	\$	1,311.06

APPROVED BY THE CITY COUNCIL ON:

DATE: _____

SIGNATURE: _____

PENTAMATION - FINANCIAL MANAGEMENT SYSTEM
 DATE: 10/28/21
 TIME: 15:04:52

CITY OF WEST CHICAGO
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1
 ACCTPA21

SELECTION CRITERIA: transact.batch='G425' and transact.ck_date='20211101 00:00:00.000'
 ACCOUNTING PERIOD: 10/21

FUND - 40 - OPERATING FUND

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105100	91346	11/01/21 14400	7 LAYER SOLUTIONS, INC	010503	APPLICATION DEVELOPMEN	0.00	616.66
105100	91346	11/01/21 14400	7 LAYER SOLUTIONS, INC	053443	APPLICATION DEVELOPMEN	0.00	616.67
105100	91346	11/01/21 14400	7 LAYER SOLUTIONS, INC	063447	APPLICATION DEVELOPMEN	0.00	616.67
105100	91346	11/01/21 14400	7 LAYER SOLUTIONS, INC	010503	MANAGED IT SERVICES -	0.00	5,529.33
105100	91346	11/01/21 14400	7 LAYER SOLUTIONS, INC	053443	MANAGED IT SERVICES -	0.00	5,529.34
105100	91346	11/01/21 14400	7 LAYER SOLUTIONS, INC	063447	MANAGED IT SERVICES -	0.00	5,529.33
105100	91346	11/01/21 14400	7 LAYER SOLUTIONS, INC	010219	ZOOM VIDEO COMMUNICATI	0.00	29.98
105100	91346	11/01/21 14400	7 LAYER SOLUTIONS, INC	010503	PO 00095494	0.00	3,345.00
TOTAL CHECK						0.00	21,812.98
105100	91347	11/01/21 4354	A & G GLASS, INC	010924	INVOICE #3860 DATED 10	0.00	49.95
105100	91348	11/01/21 13837	A LAMP CONCRETE CONTRACT	083453	RESOLUTION NO. 21-R-00	0.00	42,402.87
105100	91349	11/01/21 14897	ADVANCED AUTOMATION & CO	063447	RESOLUTION NO. 21-R-00	0.00	24,234.89
105100	91349	11/01/21 14897	ADVANCED AUTOMATION & CO	053443	INVOICE #21-3793 DATED	0.00	575.00
105100	91349	11/01/21 14897	ADVANCED AUTOMATION & CO	053443	INVOICE #21-3794 DATED	0.00	460.00
105100	91349	11/01/21 14897	ADVANCED AUTOMATION & CO	063448	INVOICE #21-3794 DATED	0.00	460.00
TOTAL CHECK						0.00	25,729.89
105100	91350	11/01/21 12722	ALLIED ASPHALT PAVING CO	083453	5 GALLON PAILS OF SS1	0.00	76.00
105100	91350	11/01/21 12722	ALLIED ASPHALT PAVING CO	083453	APPROVED BY CITY COUNC	0.00	3,061.28
TOTAL CHECK						0.00	3,137.28
105100	91351	11/01/21 12200	AMERICAN CANCER SOCIETY	010501	RETURN CHECK TO CAROL	0.00	140.00
105100	91352	11/01/21 12365	ANDY FRAIN SERVICES	010613	INVOICE # 308841	0.00	10,547.23
105100	91352	11/01/21 12365	ANDY FRAIN SERVICES	010613	INVOICE # 308840	0.00	2,940.26
TOTAL CHECK						0.00	13,487.49
105100	91353	11/01/21 13068	AT & T	010503	10/7-11/6/21	0.00	88.04
105100	91354	11/01/21 13068	AT & T	010613	10/14-11/13/21	0.00	68.06
105100	91355	11/01/21 13107	AT & T MOBILITY	063447	9/8-10/7/21	0.00	189.92
105100	91356	11/01/21 3400	AT&T	053443	10/10-11/9/21	0.00	99.32
105100	91357	11/01/21 3400	AT&T	053443	10/10-11/19/21	0.00	428.20
105100	91358	11/01/21 3400	AT&T	063448	10/16-11/15/21	0.00	259.05
105100	91359	11/01/21 1800	B & F CONSTRUCTION CODE	011029	PLAN REVIEW FOR 30W169	0.00	1,629.20
105100	91359	11/01/21 1800	B & F CONSTRUCTION CODE	011029	PLAN REVIEW FOR 537 DI	0.00	3,370.20
105100	91359	11/01/21 1800	B & F CONSTRUCTION CODE	011029	PLAN REVIEW FOR 730 W	0.00	750.00
105100	91359	11/01/21 1800	B & F CONSTRUCTION CODE	011029	INSPECTIONS/PROPERTY M	0.00	14,375.00
TOTAL CHECK						0.00	20,124.40
105100	91360	11/01/21 12350	BAUTISTA, YAHAIRA	010613	REIMBURSEMENT	0.00	303.73
105100	91361	11/01/21 14784	BRADEN BUSINESS SYSTEMS	011030	KYOCERA MITA MUSEUM CO	0.00	48.70

PENTAMATION - FINANCIAL MANAGEMENT SYSTEM

DATE: 10/28/21

TIME: 15:04:52

CITY OF WEST CHICAGO
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2

ACCTPA21

SELECTION CRITERIA: transact.batch='G425' and transact.ck_date='20211101 00:00:00.000'

ACCOUNTING PERIOD: 10/21

FUND - 40 - OPERATING FUND

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105100	91363	11/01/21	6441 CANON BUSINESS SOLUTIONS	010924	INVOICE #4037559443 DA	0.00	41.56
105100	91363	11/01/21	6441 CANON BUSINESS SOLUTIONS	063448	INVOICE #4037673744 DA	0.00	83.40
TOTAL CHECK						0.00	124.96
105100	91364	11/01/21	13021 CASE LOTS, INC	010921	INVOICE #7281 DATED 10	0.00	276.10
105100	91365	11/01/21	1843 CEMETERY MANAGEMENT, INC	010923	RESOLUTION NO. 20-R-00	0.00	1,225.00
105100	91366	11/01/21	15029 CHARLES EQUIPMENT ENERGY	063447	INVOICE #11468 DATED 1	0.00	262.26
105100	91367	11/01/21	14056 COLLINS LAW ENFORCEMENT	010613	INVOICE # 09-09-2021-W	0.00	275.00
105100	91368	11/01/21	13089 COMCAST	010503	10/15-11/14/21	0.00	850.00
105100	91369	11/01/21	13257 COMCAST CABLE	063448	10/25-11/24/21	0.00	258.35
105100	91369	11/01/21	13257 COMCAST CABLE	010925	10/27-11/26/21	0.00	278.63
105100	91369	11/01/21	13257 COMCAST CABLE	010614	10/19-11/18/21	0.00	88.40
105100	91369	11/01/21	13257 COMCAST CABLE	010921	10/20-11/19/21	0.00	217.75
TOTAL CHECK						0.00	843.13
105100	91370	11/01/21	151 COMED	010926	9/16-10/15/21	0.00	268.40
105100	91370	11/01/21	151 COMED	010926	9/14-10/13/21	0.00	2,525.91
TOTAL CHECK						0.00	2,794.31
105100	91371	11/01/21	152 COMMONWEALTH EDISON	010921	3/1-3/16/21	0.00	13.39
105100	91371	11/01/21	152 COMMONWEALTH EDISON	010921	3/16-4/14/21	0.00	26.10
105100	91371	11/01/21	152 COMMONWEALTH EDISON	010921	4/14-5/13/21	0.00	26.40
105100	91371	11/01/21	152 COMMONWEALTH EDISON	010921	5/13-6/14/21	0.00	26.27
105100	91371	11/01/21	152 COMMONWEALTH EDISON	010921	6/14-7/14/21	0.00	26.78
105100	91371	11/01/21	152 COMMONWEALTH EDISON	010921	7/14-8/12/21	0.00	27.28
105100	91371	11/01/21	152 COMMONWEALTH EDISON	010921	8/12-9/13/21	0.00	26.76
105100	91371	11/01/21	152 COMMONWEALTH EDISON	010921	9/13-10/12/21	0.00	26.92
105100	91371	11/01/21	152 COMMONWEALTH EDISON	010926	9/13-10/12/21	0.00	87.40
105100	91371	11/01/21	152 COMMONWEALTH EDISON	010926	9/13-10/12/21	0.00	94.09
105100	91371	11/01/21	152 COMMONWEALTH EDISON	010208	9/14-10/13/21	0.00	74.44
105100	91371	11/01/21	152 COMMONWEALTH EDISON	010926	9/14-10/13/21	0.00	61.23
105100	91371	11/01/21	152 COMMONWEALTH EDISON	010926	9/14-10/13/21	0.00	24.99
105100	91371	11/01/21	152 COMMONWEALTH EDISON	433476	9/14-10/13/21	0.00	151.00
105100	91371	11/01/21	152 COMMONWEALTH EDISON	433476	9/14-10/13/21	0.00	403.37
105100	91371	11/01/21	152 COMMONWEALTH EDISON	010926	9/13-10/12/21	0.00	605.38
105100	91371	11/01/21	152 COMMONWEALTH EDISON	053443	9/14-10/13/21	0.00	20.15
105100	91371	11/01/21	152 COMMONWEALTH EDISON	053443	9/13-10/12/21	0.00	185.59
105100	91371	11/01/21	152 COMMONWEALTH EDISON	010921	9/13-10/12/21	0.00	32.12
105100	91371	11/01/21	152 COMMONWEALTH EDISON	010921	9/14-10/13/21	0.00	12.77
105100	91371	11/01/21	152 COMMONWEALTH EDISON	010921	9/14-10/13/21	0.00	114.72
105100	91371	11/01/21	152 COMMONWEALTH EDISON	053443	9/13-10/12/21	0.00	80.51
TOTAL CHECK						0.00	2,147.66
105100	91372	11/01/21	9719 CRYSTAL MAINTENANCE SVCS	010921	21-R-0019 - 2021 JANIT	0.00	3,417.50
105100	91372	11/01/21	9719 CRYSTAL MAINTENANCE SVCS	010921	21-R-0019 - 2021 JANIT	0.00	281.25

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105100	91372	11/01/21 9719	CRYSTAL MAINTENANCE SVCS	063448	21-R-0019 - 2021 JANIT	0.00	1,822.50
105100	91372	11/01/21 9719	CRYSTAL MAINTENANCE SVCS	433476	21-R-0019 - 2021 JANIT	0.00	281.66
TOTAL CHECK						0.00	5,802.91
105100	91373	11/01/21 12060	CURRENT TECHNOLOGIES COR	010503	QUOTE #CTCQ20908	0.00	1,354.05
105100	91374	11/01/21 14750	CUSTOM ADVANCED CONNECTI	063448	INVOICE #355522-1 DATE	0.00	130.70
105100	91375	11/01/21 2609	DON MC CUE CHEVROLET	010925	822	0.00	56.16
105100	91375	11/01/21 2609	DON MC CUE CHEVROLET	010925	822	0.00	157.33
105100	91375	11/01/21 2609	DON MC CUE CHEVROLET	010925	822	0.00	9.34
105100	91375	11/01/21 2609	DON MC CUE CHEVROLET	010925	822	0.00	73.13
105100	91375	11/01/21 2609	DON MC CUE CHEVROLET	010925	822	0.00	124.96
TOTAL CHECK						0.00	420.92
105100	91376	11/01/21 13958	ELITE DOCUMENT SOLUTIONS	010921	INVOICE #7616 DATED 09	0.00	183.98
105100	91376	11/01/21 13958	ELITE DOCUMENT SOLUTIONS	010510	4 COLOR COPIER TONER C	0.00	179.98
105100	91376	11/01/21 13958	ELITE DOCUMENT SOLUTIONS	053443	4 COLOR COPIER TONER C	0.00	135.00
105100	91376	11/01/21 13958	ELITE DOCUMENT SOLUTIONS	063447	4 COLOR COPIER TONER C	0.00	134.98
TOTAL CHECK						0.00	633.94
105100	91377	11/01/21 14441	FLANIGAN, RYAN	010613	REIMBURSEMENT	0.00	320.00
105100	91378	11/01/21 3491	FLOLO CORPORATION	053443	INVOICE #101399 DATED	0.00	537.98
105100	91379	11/01/21 2013	GRAINGER	010921	COMED CREDIT	0.00	-180.00
105100	91379	11/01/21 2013	GRAINGER	093454	FLAG STAFF HOLDER	0.00	283.50
105100	91379	11/01/21 2013	GRAINGER	093454	HOSE CLAMP	0.00	25.66
105100	91379	11/01/21 2013	GRAINGER	053443	AIR FILTER	0.00	58.94
105100	91379	11/01/21 2013	GRAINGER	063447	AIR FILTER	0.00	21.96
105100	91379	11/01/21 2013	GRAINGER	010921	INVOICE #9077970391 DA	0.00	323.60
TOTAL CHECK						0.00	533.66
105100	91380	11/01/21 11333	GRAYBAR ELECTRIC CO., IN	083453	INVOICE #9323641420 DA	0.00	4.56
105100	91380	11/01/21 11333	GRAYBAR ELECTRIC CO., IN	083453	INVOICE #9323703297 DA	0.00	22.80
TOTAL CHECK						0.00	27.36
105100	91381	11/01/21 12995	GREAT AMERICA LEASING CO	010613	INVOICE # 30281154	0.00	219.20
105100	91382	11/01/21 12432	GREEN T TREE & PEST SERV	010924	INVOICE #2283185 DATED	0.00	45.00
105100	91382	11/01/21 12432	GREEN T TREE & PEST SERV	010924	INVOICE #2283189 DATED	0.00	45.00
105100	91382	11/01/21 12432	GREEN T TREE & PEST SERV	010924	INVOICE #2283313 DATED	0.00	45.00
TOTAL CHECK						0.00	135.00
105100	91383	11/01/21 9874	MICHAEL GUTTMAN	010210	REIMBURSEMENT FOR MICH	0.00	35.00
105100	91384	11/01/21 561	HAGGERTY FORD	043439	822	0.00	145.90
105100	91385	11/01/21 5861	HINCKLEY SPRING WATER CO	010110	BOTTLED WATER	0.00	191.74
105100	91386	11/01/21 6578	TREASURER, STATE OF IL	05	ANNUAL REPORT OF UNCLA	0.00	436.72
105100	91386	11/01/21 6578	TREASURER, STATE OF IL	40	ANNUAL REPORT OF UNCLA	0.00	211.55

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TOTAL CHECK						0.00	648.27
105100	91387	11/01/21	ILLINOIS L.E.A.P.	010613	ILLINOIS LEAP HOLIDAY	0.00	25.00
105100	91388	11/01/21	INTERSTATE POWER SYSTEMS	010925	INVOICE #R042034607:01	0.00	169.00
105100	91389	11/01/21	INTOXIMETERS INC	010613	INVOICE # 690398	0.00	126.00
105100	91390	11/01/21	JUST SAFETY, LTD.	063447	FIRST AID SUPPLIES	0.00	110.40
105100	91390	11/01/21	JUST SAFETY, LTD.	010613	FIRST AID SUPPLIES	0.00	33.20
TOTAL CHECK						0.00	143.60
105100	91391	11/01/21	KANE, MCKENNA & ASSOC, I	093454	PROFESSIONAL SERVICES	0.00	15,212.50
105100	91392	11/01/21	KIESLER'S POLICE SUPPLY,	010613	INVOICE # IN175734	0.00	213.00
105100	91393	11/01/21	LAUTERBACH & AMEN, LLP	010502	2020 ANNUAL AUDIT CAFR	0.00	600.00
105100	91393	11/01/21	LAUTERBACH & AMEN, LLP	053443	2020 ANNUAL AUDIT CAFR	0.00	400.00
105100	91393	11/01/21	LAUTERBACH & AMEN, LLP	063447	2020 ANNUAL AUDIT CAFR	0.00	700.00
105100	91393	11/01/21	LAUTERBACH & AMEN, LLP	083453	2020 ANNUAL AUDIT CAFR	0.00	200.00
105100	91393	11/01/21	LAUTERBACH & AMEN, LLP	433476	2020 ANNUAL AUDIT CAFR	0.00	100.00
TOTAL CHECK						0.00	2,000.00
105100	91394	11/01/21	LEE JENSEN SALES CO., IN	053443	INVOICE #0012897-00 DA	0.00	660.00
105100	91395	11/01/21	MEADE, INC	083453	INVOICE #697855 DATED	0.00	4,695.44
105100	91395	11/01/21	MEADE, INC	083453	INVOICE #698109 DATED	0.00	8,163.71
TOTAL CHECK						0.00	12,859.15
105100	91396	11/01/21	MENARDS	433476	INVOICE #37270 DATED 0	0.00	359.28
105100	91397	11/01/21	METROPOLITAN INDUSTRIES,	053443	INVOICE #INV032383 DAT	0.00	2,796.00
105100	91398	11/01/21	MOE FUNDS	010501	MOE FUNDS - DEC '21	0.00	40,417.00
105100	91398	11/01/21	MOE FUNDS	053443	MOE FUNDS - DEC '21	0.00	9,637.90
105100	91398	11/01/21	MOE FUNDS	063447	MOE FUNDS - DEC '21	0.00	9,637.90
105100	91398	11/01/21	MOE FUNDS	083453	MOE FUNDS - DEC '21	0.00	932.70
105100	91398	11/01/21	MOE FUNDS	093454	MOE FUNDS - DEC '21	0.00	1,554.50
TOTAL CHECK						0.00	62,180.00
105100	91399	11/01/21	MISSISSIPPI LIME COMPANY	063448	RESOLUTION NO. 20-R-00	0.00	4,809.83
105100	91400	11/01/21	NAPA AUTO PARTS	010925	CREDIT	0.00	-18.00
105100	91400	11/01/21	NAPA AUTO PARTS	010925	CREDIT	0.00	-54.57
105100	91400	11/01/21	NAPA AUTO PARTS	010925	822	0.00	107.18
105100	91400	11/01/21	NAPA AUTO PARTS	010925	822	0.00	128.94
105100	91400	11/01/21	NAPA AUTO PARTS	010925	RESTOCK	0.00	9.60
105100	91400	11/01/21	NAPA AUTO PARTS	010925	RESTOCK	0.00	34.14
105100	91400	11/01/21	NAPA AUTO PARTS	010925	RESTOCK	0.00	66.00
105100	91400	11/01/21	NAPA AUTO PARTS	010925	STOCK	0.00	108.24
105100	91400	11/01/21	NAPA AUTO PARTS	010925	822	0.00	73.13
105100	91400	11/01/21	NAPA AUTO PARTS	010925	382	0.00	205.89

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105100	91400	11/01/21	4735 NAPA AUTO PARTS	010925	RESTOCK	0.00	54.72
105100	91400	11/01/21	4735 NAPA AUTO PARTS	010925	INVOICE #4496-153381 D	0.00	1,676.49
TOTAL CHECK						0.00	2,391.76
105100	91401	11/01/21	4303 NORTH EAST MULTI-REGIONA	010613	INVOICE # 292238	0.00	350.00
105100	91401	11/01/21	4303 NORTH EAST MULTI-REGIONA	010613	INVOICE # 292578	0.00	4,000.00
TOTAL CHECK						0.00	4,350.00
105100	91402	11/01/21	12111 NORTHERN ILLINOIS BACKFL	010921	INVOICE #26099 DATED 1	0.00	680.00
105100	91403	11/01/21	11423 OLIN CHLOR-ALKALI PRODUC	063448	RESOLUTION NO. 20-R-00	0.00	3,267.28
105100	91404	11/01/21	5163 ON TARGET	053440	INVOICE #7116 DATED 10	0.00	300.00
105100	91405	11/01/21	14569 ORKIN	063448	INVOICE #16409564 DATE	0.00	70.00
105100	91405	11/01/21	14569 ORKIN	010921	INVOICE #16424502 DATE	0.00	55.00
105100	91405	11/01/21	14569 ORKIN	010921	INVOICE #16436641 DATE	0.00	52.00
105100	91405	11/01/21	14569 ORKIN	010921	INVOICE #16436642 DATE	0.00	68.00
TOTAL CHECK						0.00	245.00
105100	91406	11/01/21	14044 OZINGA READY MIX CONCRET	083453	INVOICE #ARI00230867 D	0.00	537.75
105100	91407	11/01/21	14014 PACE SYSTEMS INC	010613	INV IN00038884 10/6/21	0.00	1,200.00
105100	91408	11/01/21	3739 PADDOCK PUBLICATIONS	053442	PUBLIC HEARING: WCWWA	0.00	71.30
105100	91409	11/01/21	15448 PATEL, MEHUL	010924	REIMBURSEMENT TO MEHUL	0.00	325.00
105100	91410	11/01/21	2115 PEERLESS FENCE	053443	INVOICE #102648 DATED	0.00	48.00
105100	91411	11/01/21	255 PETTY CASH CITY HALL	010110	PETTY CASH REIMBURSEME	0.00	33.00
105100	91411	11/01/21	255 PETTY CASH CITY HALL	433476	PETTY CASH REIMBURSEME	0.00	15.75
TOTAL CHECK						0.00	48.75
105100	91412	11/01/21	15443 PROSAFETY, INC.	083453	INVOICE #2/882150 DATE	0.00	115.20
105100	91413	11/01/21	15434 RAE REPORTING, LTD.	010613	INVOICE # 2021- 317	0.00	1,225.00
105100	91414	11/01/21	492 RAY O'HERRON, INC.	010613	INVOICE # 2149020-IN	0.00	231.00
105100	91414	11/01/21	492 RAY O'HERRON, INC.	010613	INVOICE #2148095-IN	0.00	89.95
105100	91414	11/01/21	492 RAY O'HERRON, INC.	010613	INVOICE # 2149505-IN	0.00	58.99
105100	91414	11/01/21	492 RAY O'HERRON, INC.	010613	INVOICE # 2148284-IN	0.00	1,586.23
105100	91414	11/01/21	492 RAY O'HERRON, INC.	010613	INVOICE # 2148282-IN	0.00	1,320.23
105100	91414	11/01/21	492 RAY O'HERRON, INC.	010613	INVOICE # 2148280-IN	0.00	386.96
105100	91414	11/01/21	492 RAY O'HERRON, INC.	010613	INVOICE # 2148281-IN	0.00	89.99
TOTAL CHECK						0.00	3,763.35
105100	91415	11/01/21	15447 REALWHEELS RWC, INC.	043439	INVOICE #250347 DATED	0.00	672.09
105100	91416	11/01/21	11866 RPM SERVICES-VINYL SIGNS	010925	INVOICE #22718 DATED 1	0.00	150.00
105100	91417	11/01/21	13908 RUSH TRUCK CENTERS OF IL	063447	INV 3025180148 10/11/2	0.00	77.13

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105100	91417	11/01/21	13908	RUSH TRUCK CENTERS OF IL 010925	CREDIT INV 3024389183	0.00	-362.44
105100	91417	11/01/21	13908	RUSH TRUCK CENTERS OF IL 063447	INVOICE #3025130291 DA	0.00	328.27
105100	91417	11/01/21	13908	RUSH TRUCK CENTERS OF IL 063447	INVOICE #3025191977 DA	0.00	230.74
105100	91417	11/01/21	13908	RUSH TRUCK CENTERS OF IL 063447	INVOICE #3024965382 DA	0.00	43.81
105100	91417	11/01/21	13908	RUSH TRUCK CENTERS OF IL 063447	INVOICE #3024985254 DA	0.00	285.02
105100	91417	11/01/21	13908	RUSH TRUCK CENTERS OF IL 063447	INVOICE #3024962506 DA	0.00	200.00
105100	91417	11/01/21	13908	RUSH TRUCK CENTERS OF IL 063447	INVOICE #3025058517 DA	0.00	4.44
TOTAL CHECK						0.00	806.97
105100	91418	11/01/21	11440	RUSSO POWER EQUIPMENT 010925	INVOICE #SPI10873492 D	0.00	182.93
105100	91419	11/01/21	4774	SAFETY LANE INSPECTIONS, 010925	UNIT #777	0.00	37.00
105100	91419	11/01/21	4774	SAFETY LANE INSPECTIONS, 010925	UNIT #720	0.00	37.00
TOTAL CHECK						0.00	74.00
105100	91420	11/01/21	12059	SAUSED, RICK 010613	FIOLO # 202550	0.00	719.75
105100	91421	11/01/21	11209	SECRETARY OF STATE 043439	MUNICIPAL LICENSE PLAT	0.00	158.00
105100	91422	11/01/21	11209	SECRETARY OF STATE 043439	MUNICIPAL LICENSE PLAT	0.00	158.00
105100	91423	11/01/21	9209	THIRD MILLENNIUM ASSOCIA 053443	PROCESSING & MAILING O	0.00	1,342.30
105100	91423	11/01/21	9209	THIRD MILLENNIUM ASSOCIA 063447	PROCESSING & MAILING O	0.00	1,342.29
TOTAL CHECK						0.00	2,684.59
105100	91424	11/01/21	12774	T-MOBILE 010925	ACCOUNT #967615741 STA	0.00	815.90
105100	91425	11/01/21	15072	TOSCAS LAW GROUP 010613	STATEMENT DATE: 10 18	0.00	150.00
105100	91425	11/01/21	15072	TOSCAS LAW GROUP 010613	STATEMENT DATE: 10 20	0.00	675.00
105100	91425	11/01/21	15072	TOSCAS LAW GROUP 010613	STATEMENT DATE: 10 21	0.00	600.00
105100	91425	11/01/21	15072	TOSCAS LAW GROUP 011029	CONDUCT ADMINISTRATIVE	0.00	675.00
TOTAL CHECK						0.00	2,100.00
105100	91426	11/01/21	5254	TREDROC TIRE SERVICES 010925	INVOICE #7420044128 DA	0.00	12.00
105100	91427	11/01/21	15368	UNIQUE PRODUCTS 063448	INVOICE #419286 DATED	0.00	229.00
105100	91428	11/01/21	4207	VERIZON WIRELESS 010210	10/24-11/23/21	0.00	38.01
105100	91428	11/01/21	4207	VERIZON WIRELESS 053443	10/24-11/23/21	0.00	19.00
105100	91428	11/01/21	4207	VERIZON WIRELESS 063447	10/24-11/23/21	0.00	19.01
105100	91428	11/01/21	4207	VERIZON WIRELESS 011029	10/24-11/23/21	0.00	114.03
105100	91428	11/01/21	4207	VERIZON WIRELESS 010510	10/24-11/23/21	0.00	38.01
105100	91428	11/01/21	4207	VERIZON WIRELESS 010613	10/24-11/23/21	0.00	76.02
TOTAL CHECK						0.00	304.08
105100	91429	11/01/21	4207	VERIZON WIRELESS 010501	10/24-11/23/21	0.00	42.36
105100	91429	11/01/21	4207	VERIZON WIRELESS 010510	10/24-11/23/21	0.00	42.36
105100	91429	11/01/21	4207	VERIZON WIRELESS 011029	10/24-11/23/21	0.00	46.41
105100	91429	11/01/21	4207	VERIZON WIRELESS 010208	10/24-11/23/21	0.00	42.36
105100	91429	11/01/21	4207	VERIZON WIRELESS 063447	10/24-11/23/21	0.00	14.12
105100	91429	11/01/21	4207	VERIZON WIRELESS 063448	10/24-11/23/21	0.00	14.12
105100	91429	11/01/21	4207	VERIZON WIRELESS 053443	10/24-11/23/21	0.00	14.12

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105100	91429	11/01/21	4207	VERIZON WIRELESS	010210	10/24-11/23/21	0.00	42.36
105100	91429	11/01/21	4207	VERIZON WIRELESS	010613	10/24-11/23/21	0.00	1,048.22
TOTAL CHECK						0.00	1,306.43	
105100	91430	11/01/21	9018	VERMEER MIDWEST, INC.	010922	INVOICE #PH0347 DATED	0.00	360.88
105100	91431	11/01/21	15211	WEST CHICAGO PRINTING	010110	BUSINESS CARDS: ALDERM	0.00	66.00
105100	91431	11/01/21	15211	WEST CHICAGO PRINTING	010210	BUSINESS CARDS: VALERI	0.00	85.38
105100	91431	11/01/21	15211	WEST CHICAGO PRINTING	010910	BUSINESS CARDS: VALERI	0.00	85.37
TOTAL CHECK						0.00	236.75	
105100	91432	11/01/21	11177	WILKENS ANDERSON CO.	063448	QUOTE ORDER #S1196906	0.00	1,393.48
TOTAL CASH ACCOUNT						0.00	281,691.53	
TOTAL FUND						0.00	281,691.53	
TOTAL REPORT						0.00	281,691.53	

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FUND - 01 - GENERAL FUND

DEPT-DIV	ACCOUNT	TITLE	VENDOR	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
010110	4110	TRAINING & TUITI	255	PETTY CASH CITY HALL	00097298-01	SEPT 2021 G425	0.00	33.00
010110	4600	COMPUTER/OFFICE	15211	WEST CHICAGO PRINTING	00097366-02	PGM-13729 G425	0.00	66.00
010110	4650	MISCELLANEOUS CO	5861	HINCKLEY SPRING WATER	00097364-01	2575377 1007G425	0.00	191.74
TOTAL CITY COUNCIL-OPERATIONS							0.00	290.74
010208	4202	TELEPHONE & ALAR	4207	VERIZON WIRELESS		585742141-00G425	0.00	42.36
010208	4204	ELECTRIC	152	COMMONWEALTH EDISON		0115114139 G425	0.00	74.44
010208	4225	OTHER CONTRACTUA	11977	MERLE BURLEIGH	00095564-01	NOV 2021 G425	0.00	900.00
TOTAL CITY ADMIN-MARKET/COMM							0.00	1016.80
010210	4110	TRAINING & TUITI	9874	MICHAEL GUTTMAN	00097367-01	ILCMA G425	0.00	35.00
010210	4202	TELEPHONE & ALAR	4207	VERIZON WIRELESS		585040673-00G425	0.00	38.01
010210	4202	TELEPHONE & ALAR	4207	VERIZON WIRELESS		585742141-00G425	0.00	42.36
010210	4720	OTHER CHARGES	15211	WEST CHICAGO PRINTING	00097366-01	PGM-13578 G425	0.00	85.38
TOTAL CITY ADMIN-ADMIN							0.00	200.75
010219	4225	OTHER CONTRACTUA	14400	7 LAYER SOLUTIONS, IN	00095495-03	6831 G425	0.00	29.98
TOTAL CITY ADMIN - COVID19							0.00	29.98
010501	4053	HEALTH/DENTAL/LI	11129	MOE FUNDS		DEC '21 G425	0.00	40417.00
010501	4202	TELEPHONE & ALAR	4207	VERIZON WIRELESS		585742141-00G425	0.00	42.36
010501	4680	SPECIAL EVENTS	12200	AMERICAN CANCER SOCIE	00097308-01	STOUT G425	0.00	140.00
TOTAL ADMIN SERVICES-HR							0.00	40599.36
010502	4101	AUDITING FEES	11178	LAUTERBACH & AMEN, LL	00097017-01	59808 G425	0.00	600.00
TOTAL ADMIN SERVICES-ACCTG							0.00	600.00
010503	4105	CONSULTANTS	14400	7 LAYER SOLUTIONS, IN	00095495-01	6831 G425	0.00	5529.33
010503	4109	NETWORK CHARGES	13068	AT & T		111338329 G425	0.00	88.04
010503	4109	NETWORK CHARGES	13089	COMCAST		900006701 G425	0.00	850.00
010503	4225	OTHER CONTRACTUA	14400	7 LAYER SOLUTIONS, IN		6819 G425	0.00	3345.00
010503	4225	OTHER CONTRACTUA	14400	7 LAYER SOLUTIONS, IN	00095493-01	6829 G425	0.00	616.66
010503	4812	MIS REPLACEMENT	12060	CURRENT TECHNOLOGIES	00097099-01	11778 G425	0.00	1354.05
TOTAL ADMIN SERVICES-IT							0.00	11783.08
010510	4202	TELEPHONE & ALAR	4207	VERIZON WIRELESS		585742141-00G425	0.00	42.36
010510	4202	TELEPHONE & ALAR	4207	VERIZON WIRELESS		585040673-00G425	0.00	38.01
010510	4502	COPIER FEES	13958	ELITE DOCUMENT SOLUTI	00097335-01	7652 G425	0.00	179.98
TOTAL ADMIN SERVICES-ADMIN							0.00	260.35
010613	4100	LEGAL FEES	15072	TOSCAS LAW GROUP	00097302-01	RED LIGHTS G425	0.00	150.00

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FUND - 01 - GENERAL FUND

DEPT-DIV	ACCOUNT	-----TITLE-----	-----VENDOR-----	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
010613	4100	LEGAL FEES	15072	TOSCAS LAW GROUP	00097309-01	ADMIN HEARING425	0.00	675.00
010613	4100	LEGAL FEES	15072	TOSCAS LAW GROUP	00097309-02	ADMIN HEARING425	0.00	600.00
010613	4110	TRAINING & TUITI	4303	NORTH EAST MULTI-REGI	00097297-01	292238 G425	0.00	350.00
010613	4110	TRAINING & TUITI	4303	NORTH EAST MULTI-REGI	00097297-02	292578 G425	0.00	4000.00
010613	4111	OFFICER TRAINING	12059	SAUSED, RICK	00097300-01	202550 G425	0.00	719.75
010613	4112	MEMBERSHIPS/DUES	14570	ILLINOIS L.E.A.P.	00097303-01	IL-LEAP G425	0.00	25.00
010613	4125	SOFTWARE MAINTEN	14014	PACE SYSTEMS INC	00097304-02	IN00038884 G425	0.00	1200.00
010613	4202	TELEPHONE & ALAR	4207	VERIZON WIRELESS		585742141-00G425	0.00	1048.22
010613	4202	TELEPHONE & ALAR	4207	VERIZON WIRELESS		585040673-00G425	0.00	76.02
010613	4225	OTHER CONTRACTUA	13068	AT & T		114559150 G425	0.00	68.06
010613	4225	OTHER CONTRACTUA	15434	RAE REPORTING, LTD.	00097310-01	2021-317 G425	0.00	1225.00
010613	4231	RECEPTION SUPPOR	12365	ANDY FRAIN SERVICES	00097306-01	308841 G425	0.00	10547.23
010613	4232	CROSSING GUARD-C	12365	ANDY FRAIN SERVICES	00097306-02	308840 G425	0.00	2940.26
010613	4423	RADIO/RADAR EQUI	14441	FLANIGAN, RYAN	00097314-01	2QUOW G425	0.00	320.00
010613	4502	COPIER FEES	12995	GREAT AMERICA LEASING	00097299-01	30281154 G425	0.00	219.20
010613	4601	FIELD EQUIPMENT	5957	INTOXIMETERS INC	00097294-01	690398 G425	0.00	126.00
010613	4615	UNIFORMS/SAFETY	14056	COLLINS LAW ENFORCEME	00097312-01	09-09-2021-WG425	0.00	275.00
010613	4615	UNIFORMS/SAFETY	492	RAY O'HERRON, INC.	00097295-01	2148095-IN G425	0.00	89.95
010613	4615	UNIFORMS/SAFETY	492	RAY O'HERRON, INC.	00097296-01	2148284-IN G425	0.00	1586.23
010613	4615	UNIFORMS/SAFETY	492	RAY O'HERRON, INC.	00097296-02	2148282-IN G425	0.00	1320.23
010613	4615	UNIFORMS/SAFETY	492	RAY O'HERRON, INC.	00097296-03	2148280-IN G425	0.00	386.96
010613	4615	UNIFORMS/SAFETY	492	RAY O'HERRON, INC.	00097296-04	2148281-IN G425	0.00	89.99
010613	4615	UNIFORMS/SAFETY	492	RAY O'HERRON, INC.	00097301-01	2149020-IN G425	0.00	231.00
010613	4615	UNIFORMS/SAFETY	492	RAY O'HERRON, INC.	00097311-01	2149505-IN G425	0.00	58.99
010613	4617	FIRST AID SUPPLI	11134	JUST SAFETY, LTD.		36654 G425	0.00	33.20
010613	4618	AMMUNITION/FIREA	12639	KIESLER'S POLICE SUPP	00097305-01	IN175734 G425	0.00	213.00
010613	4650	MISCELLANEOUS CO	12350	BAUTISTA, YAHAIRA	00097315-01	111-5924439-G425	0.00	303.73
TOTAL POLICE-OPERATIONS							0.00	28878.02
010614	4202	TELEPHONE & ALAR	13257	COMCAST CABLE		877120038024G425	0.00	88.40
TOTAL POLICE-ESDA							0.00	88.40
010910	4600	COMPUTER/OFFICE	15211	WEST CHICAGO PRINTING	00097366-01	PGM-13578 G425	0.00	85.37
TOTAL PUBLIC WORKS-ADMIN							0.00	85.37
010921	4202	TELEPHONE & ALAR	13257	COMCAST CABLE		877120038010G425	0.00	217.75
010921	4204	ELECTRIC	152	COMMONWEALTH EDISON		6755352013 G425	0.00	32.12
010921	4204	ELECTRIC	152	COMMONWEALTH EDISON		6755232169 G425	0.00	12.77
010921	4204	ELECTRIC	152	COMMONWEALTH EDISON		6755135030 G425	0.00	114.72
010921	4204	ELECTRIC	152	COMMONWEALTH EDISON		6755368020 G425	0.00	13.39
010921	4204	ELECTRIC	152	COMMONWEALTH EDISON		6755368020 G425	0.00	26.10
010921	4204	ELECTRIC	152	COMMONWEALTH EDISON		6755368020 G425	0.00	26.40
010921	4204	ELECTRIC	152	COMMONWEALTH EDISON		6755368020 G425	0.00	26.27
010921	4204	ELECTRIC	152	COMMONWEALTH EDISON		6755368020 G425	0.00	26.78
010921	4204	ELECTRIC	152	COMMONWEALTH EDISON		6755368020 G425	0.00	27.28
010921	4204	ELECTRIC	152	COMMONWEALTH EDISON		6755368020 G425	0.00	26.76

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010921	4204	ELECTRIC	152	COMMONWEALTH EDISON	6755368020	G425	0.00	26.92
010921	4219	CONTRACT JANITOR	9719	CRYSTAL MAINTENANCE S	00096579-01 27748	G425	0.00	3417.50
010921	4225	OTHER CONTRACTUA	12111	NORTHERN ILLINOIS BAC	00097353-01 26099	G425	0.00	680.00
010921	4225	OTHER CONTRACTUA	14569	ORKIN	00097362-02 16424502	G425	0.00	55.00
010921	4225	OTHER CONTRACTUA	14569	ORKIN	00097362-03 16436641	G425	0.00	52.00
010921	4225	OTHER CONTRACTUA	14569	ORKIN	00097362-04 16436642	G425	0.00	68.00
010921	4225	OTHER CONTRACTUA	9719	CRYSTAL MAINTENANCE S	00096579-01 27748	G425	0.00	281.25
010921	4650	MISCELLANEOUS CO	13021	CASE LOTS, INC	00097324-01 7281	G425	0.00	276.10
010921	4650	MISCELLANEOUS CO	13958	ELITE DOCUMENT SOLUTI	00097327-01 7616	G425	0.00	183.98
010921	4650	MISCELLANEOUS CO	2013	GRAINGER	9073419922	G425	0.00	-180.00
010921	4650	MISCELLANEOUS CO	2013	GRAINGER	00097360-01 9077970391	G425	0.00	323.60
TOTAL PUBLIC WORKS-MUN PROP							0.00	5734.69
010922	4604	TOOLS & EQUIPMEN	9018	VERMEER MIDWEST, INC.	00097356-01 PH0347	G425	0.00	360.88
TOTAL PUBLIC WORKS-FORESTRY							0.00	360.88
010923	4216	GROUNDS MAINTENA	1843	CEMETERY MANAGEMENT,	00095629-01 00-18908	G425	0.00	1225.00
TOTAL PUBLIC WORKS-CEMETERIES							0.00	1225.00
010924	4225	OTHER CONTRACTUA	12432	GREEN T TREE & PEST S	00097330-01 2283185	G425	0.00	45.00
010924	4225	OTHER CONTRACTUA	12432	GREEN T TREE & PEST S	00097330-02 2283189	G425	0.00	45.00
010924	4225	OTHER CONTRACTUA	12432	GREEN T TREE & PEST S	00097330-03 2283313	G425	0.00	45.00
010924	4650	MISCELLANEOUS CO	15448	PATEL, MEHUL	00097363-01 27170	G425	0.00	325.00
010924	4650	MISCELLANEOUS CO	4354	A & G GLASS, INC	00097323-01 3860	G425	0.00	49.95
010924	4650	MISCELLANEOUS CO	6441	CANON BUSINESS SOLUTI	00097331-01 4037559443	G425	0.00	41.56
TOTAL PUBLIC WORKS-R & B							0.00	551.51
010925	4202	TELEPHONE & ALAR	13257	COMCAST CABLE	877120038024G425	G425	0.00	278.63
010925	4400	VEHICLE REPAIR	11866	RPM SERVICES-VINYL SI	00097352-01 22718	G425	0.00	150.00
010925	4400	VEHICLE REPAIR	14865	INTERSTATE POWER SYST	00097349-01 R042034607:0G425	G425	0.00	169.00
010925	4400	VEHICLE REPAIR	4774	SAFETY LANE INSPECTIO	00097351-01 21147	G425	0.00	37.00
010925	4400	VEHICLE REPAIR	4774	SAFETY LANE INSPECTIO	00097351-02 21147	G425	0.00	37.00
010925	4400	VEHICLE REPAIR	5254	TREDROC TIRE SERVICES	00097345-01 7420044128	G425	0.00	12.00
010925	4603	PARTS FOR VEHICL	11440	RUSSO POWER EQUIPMENT	00097316-01 SPI10873492	G425	0.00	182.93
010925	4603	PARTS FOR VEHICL	13908	RUSH TRUCK CENTERS OF	00097361-04 3024389183	G425	0.00	-362.44
010925	4603	PARTS FOR VEHICL	2609	DON MC CUE CHEVROLET	434791CVW	G425	0.00	56.16
010925	4603	PARTS FOR VEHICL	2609	DON MC CUE CHEVROLET	434788CVW	G425	0.00	157.33
010925	4603	PARTS FOR VEHICL	2609	DON MC CUE CHEVROLET	434788-1CVW	G425	0.00	9.34
010925	4603	PARTS FOR VEHICL	2609	DON MC CUE CHEVROLET	434958CVW	G425	0.00	73.13
010925	4603	PARTS FOR VEHICL	2609	DON MC CUE CHEVROLET	435026CVW	G425	0.00	124.96
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS	4496-151903	G425	0.00	-18.00
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS	4496-152756	G425	0.00	-54.57
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS	4496-153469	G425	0.00	107.18
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS	4496-154070	G425	0.00	128.94
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS	4496-154456	G425	0.00	9.60

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FUND - 01 - GENERAL FUND

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010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS	4496-154431	G425	0.00	34.14
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS	4496-154407	G425	0.00	66.00
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS	4496-154527	G425	0.00	108.24
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS	4496-154515	G425	0.00	73.13
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS	4496-154683	G425	0.00	205.89
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS	4496-154897	G425	0.00	54.72
010925	4603	PARTS FOR VEHICL	4735	NAPA AUTO PARTS	00097350-01	4496-153381 G425	0.00	1676.49
010925	4650	MISCELLANEOUS CO	12774	T-MOBILE	00097317-01	967615741 G425	0.00	815.90
TOTAL PUBLIC WORKS-MAINT GAR							0.00	4132.70
010926	4204	ELECTRIC	151	COMED	0923084066	G425	0.00	268.40
010926	4204	ELECTRIC	151	COMED	0923084066	G425	0.00	2525.91
010926	4204	ELECTRIC	152	COMMONWEALTH EDISON	1557048086	G425	0.00	94.09
010926	4204	ELECTRIC	152	COMMONWEALTH EDISON	0423168236	G425	0.00	87.40
010926	4204	ELECTRIC	152	COMMONWEALTH EDISON	6503601005	G425	0.00	61.23
010926	4204	ELECTRIC	152	COMMONWEALTH EDISON	1323005242	G425	0.00	24.99
010926	4204	ELECTRIC	152	COMMONWEALTH EDISON	6755351043	G425	0.00	605.38
TOTAL MOTOR FUEL TAX							0.00	3667.40
011029	4100	LEGAL FEES	15072	TOSCAS LAW GROUP	00097337-01	ADMIN HEARING425	0.00	675.00
011029	4113	ENFORCEMENT & IN	1800	B & F CONSTRUCTION CO	00097332-01	57565 G425	0.00	14375.00
011029	4120	PLAN REVIEW	1800	B & F CONSTRUCTION CO	00097333-01	57475 G425	0.00	1629.20
011029	4120	PLAN REVIEW	1800	B & F CONSTRUCTION CO	00097333-02	57561 G425	0.00	3370.20
011029	4120	PLAN REVIEW	1800	B & F CONSTRUCTION CO	00097333-03	56732 G425	0.00	750.00
011029	4202	TELEPHONE & ALAR	4207	VERIZON WIRELESS	585040673-00	G425	0.00	114.03
011029	4202	TELEPHONE & ALAR	4207	VERIZON WIRELESS	585742141-00	G425	0.00	46.41
TOTAL COM DEV-BUILDING & CODE							0.00	20959.84
011030	4502	COPIER FEES	14784	BRADEN BUSINESS SYSTE	00097334-01	739218 G425	0.00	48.70
TOTAL COM DEV-MUSEUM							0.00	48.70
TOTAL FUND							0.00	120513.57

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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	11209	SECRETARY OF STATE	00097341-01	MUNICIPAL PLG425	0.00	158.00
043439	4804	VEHICLES	11209	SECRETARY OF STATE	00097342-01	MUNICIPAL G425	0.00	158.00
043439	4804	VEHICLES	15447	REALWHEELS RWC, INC.	00097355-01	250347 G425	0.00	672.09
043439	4804	VEHICLES	561	HAGGERTY FORD	6740	G425	0.00	145.90
TOTAL CAPITAL EQUIPMENT REPLACE							0.00	1133.99
TOTAL FUND							0.00	1133.99

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FUND - 05 - SEWER FUND

DEPT-DIV	ACCOUNT	-----TITLE-----	-----VENDOR-----	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
05	224601	UNADJUSTED CREDI	6578	TREASURER,STATE OF IL	00097368-01	UNCLAIMED PG425	0.00	436.72
TOTAL SEWER FUND							0.00	436.72
053440	4806	OTHER CAPITAL OU	5163	ON TARGET	00097340-01	7116 G425	0.00	300.00
TOTAL SEWER-SSA#2							0.00	300.00
053442	4211	PRINTING & BINDI	3739	PADDOCK PUBLICATIONS	00097365-01	194097 G425	0.00	71.30
TOTAL SEWER-WWTR TREATMENT							0.00	71.30
053443	4053	HEALTH/DENTAL/LI	11129	MOE FUNDS	DEC '21	G425	0.00	9637.90
053443	4101	AUDITING FEES	11178	LAUTERBACH & AMEN, LL	00097017-01	59808 G425	0.00	400.00
053443	4105	CONSULTANTS	14400	7 LAYER SOLUTIONS, IN	00095495-01	6831 G425	0.00	5529.34
053443	4202	TELEPHONE & ALAR	3400	AT&T	630293892393G425		0.00	99.32
053443	4202	TELEPHONE & ALAR	3400	AT&T	630293797302G425		0.00	428.20
053443	4202	TELEPHONE & ALAR	4207	VERIZON WIRELESS	585040673-00G425		0.00	19.00
053443	4202	TELEPHONE & ALAR	4207	VERIZON WIRELESS	585742141-00G425		0.00	14.12
053443	4204	ELECTRIC	152	COMMONWEALTH EDISON	3630091014 G425		0.00	20.15
053443	4204	ELECTRIC	152	COMMONWEALTH EDISON	9356418015 G425		0.00	185.59
053443	4204	ELECTRIC	152	COMMONWEALTH EDISON	1995013076 G425		0.00	80.51
053443	4225	OTHER CONTRACTUA	14400	7 LAYER SOLUTIONS, IN	00095493-01	6829 G425	0.00	616.67
053443	4225	OTHER CONTRACTUA	9209	THIRD MILLENNIUM ASSO	00097313-01	26833 G425	0.00	1342.30
053443	4402	LIFT STATION REP	14897	ADVANCED AUTOMATION &	00097344-01	21-3793 G425	0.00	575.00
053443	4402	LIFT STATION REP	14897	ADVANCED AUTOMATION &	00097344-02	21-3794 G425	0.00	460.00
053443	4410	SEWER MAIN REPAI	3491	FLOLO CORPORATION	00097359-01	101399 G425	0.00	537.98
053443	4502	COPIER FEES	13958	ELITE DOCUMENT SOLUTI	00097335-01	7652 G425	0.00	135.00
053443	4604	TOOLS & EQUIPMEN	15165	LEE JENSEN SALES CO.,	00097319-01	0012897-00 G425	0.00	660.00
053443	4630	PARTS-LIFT STATI	2013	GRAINGER	9078496453 G425		0.00	58.94
053443	4630	PARTS-LIFT STATI	2115	PEERLESS FENCE	00097322-01	102648 G425	0.00	48.00
053443	4630	PARTS-LIFT STATI	2263	METROPOLITAN INDUSTRI	00097320-01	INV032383 G425	0.00	2796.00
TOTAL SEWER-SANITARY COLLECTION							0.00	23644.02
TOTAL FUND							0.00	24452.04

PENTAMATION - FINANCIAL MANAGEMENT SYSTEM

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CITY OF WEST CHICAGO
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ACCOUNTING PERIOD: 10/21

SELECTION CRITERIA: payable.due_date='20211101 00:00:00.000'

PAYMENT TYPE: ALL

FUND - 06 - WATER FUND

DEPT-DIV	ACCOUNT	TITLE	VENDOR	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
063447	4053	HEALTH/DENTAL/LI	11129	MOE FUNDS	DEC '21	G425	0.00	9637.90
063447	4101	AUDITING FEES	11178	LAUTERBACH & AMEN, LL	00097017-01	59808 G425	0.00	700.00
063447	4105	CONSULTANTS	14400	7 LAYER SOLUTIONS, IN	00095495-01	6831 G425	0.00	5529.33
063447	4202	TELEPHONE & ALAR	13107	AT & T MOBILITY	287240545187G425		0.00	189.92
063447	4202	TELEPHONE & ALAR	4207	VERIZON WIRELESS	585040673-00G425		0.00	19.01
063447	4202	TELEPHONE & ALAR	4207	VERIZON WIRELESS	585742141-00G425		0.00	14.12
063447	4225	OTHER CONTRACTUA	14400	7 LAYER SOLUTIONS, IN	00095493-01	6829 G425	0.00	616.67
063447	4225	OTHER CONTRACTUA	9209	THIRD MILLENNIUM ASSO	00097313-01	26833 G425	0.00	1342.29
063447	4420	PUMP STATION REP	15029	CHARLES EQUIPMENT ENE	00097343-01	11468 G425	0.00	262.26
063447	4502	COPIER FEES	13958	ELITE DOCUMENT SOLUTI	00097335-01	7652 G425	0.00	134.98
063447	4603	PARTS FOR VEHICL	13908	RUSH TRUCK CENTERS OF	00097240-01	3024965382 G425	0.00	43.81
063447	4603	PARTS FOR VEHICL	13908	RUSH TRUCK CENTERS OF	00097240-02	3024985254 G425	0.00	285.02
063447	4603	PARTS FOR VEHICL	13908	RUSH TRUCK CENTERS OF	00097240-03	3024962506 G425	0.00	200.00
063447	4603	PARTS FOR VEHICL	13908	RUSH TRUCK CENTERS OF	00097240-04	3025058517 G425	0.00	4.44
063447	4603	PARTS FOR VEHICL	13908	RUSH TRUCK CENTERS OF	00097361-01	3025130291 G425	0.00	328.27
063447	4603	PARTS FOR VEHICL	13908	RUSH TRUCK CENTERS OF	00097361-02	3025191977 G425	0.00	230.74
063447	4603	PARTS FOR VEHICL	13908	RUSH TRUCK CENTERS OF	00097361-03	3025180148 G425	0.00	77.13
063447	4615	UNIFORMS/SAFETY	11134	JUST SAFETY, LTD.	36653	G425	0.00	110.40
063447	4620	PARTS & EQUIPMEN	2013	GRAINGER	9078144269	G425	0.00	21.96
063447	4806	OTHER CAPITAL OU	14897	ADVANCED AUTOMATION &	00096567-01	21-3796 G425	0.00	24234.89
TOTAL WATER-PRODUCTION/DIST							0.00	43983.14
063448	4202	TELEPHONE & ALAR	3400	AT&T	630Z21584212G425		0.00	259.05
063448	4202	TELEPHONE & ALAR	4207	VERIZON WIRELESS	585742141-00G425		0.00	14.12
063448	4219	CONTRACT JANITOR	9719	CRYSTAL MAINTENANCE S	00096579-01	27748 G425	0.00	1822.50
063448	4225	OTHER CONTRACTUA	13257	COMCAST CABLE	877120038036G425		0.00	258.35
063448	4225	OTHER CONTRACTUA	14569	ORKIN	00097362-01	16409564 G425	0.00	70.00
063448	4430	WTP OPERATIONS R	14897	ADVANCED AUTOMATION &	00097344-02	21-3794 G425	0.00	460.00
063448	4430	WTP OPERATIONS R	15368	UNIQUE PRODUCTS	00097347-01	419286 G425	0.00	229.00
063448	4502	COPIER FEES	6441	CANON BUSINESS SOLUTI	00097339-01	4037673744 G425	0.00	83.40
063448	4625	LAB SUPPLIES	11177	WILKENS ANDERSON CO.	00096978-01	S1196906.001G425	0.00	1393.48
063448	4626	CHEMICALS	10925	MISSISSIPPI LIME COMP	00095628-01	1575479 G425	0.00	4809.83
063448	4626	CHEMICALS	11423	OLIN CHLOR-ALKALI PRO	00095631-01	3000030697 G425	0.00	3267.28
063448	4642	PARTS - WTP OPER	14750	CUSTOM ADVANCED CONNE	00097358-01	355522-1 G425	0.00	130.70
TOTAL WATER-TREATMENT PLANT OP							0.00	12797.71
TOTAL FUND							0.00	56780.85

RUN DATE 10/28/2021 TIME 14:39:12

PENTAMATION - FINANCIAL MANAGEMENT SYSTEM

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SELECTION CRITERIA: payable.due_date='20211101 00:00:00.000'
PAYMENT TYPE: ALL

FUND - 08 - CAPITAL PROJECTS FUND

DEPT-DIV	ACCOUNT	-----TITLE-----	-----VENDOR-----	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
083453	4053	HEALTH/DENTAL/LI	11129	MOE FUNDS	DEC '21	G425	0.00	932.70
083453	4101	AUDITING FEES	11178	LAUTERBACH & AMEN, LL	00097017-01 59808	G425	0.00	200.00
083453	4227	STREET LIGHT MAI	5000	MEADE, INC	00097354-01 697855	G425	0.00	4695.44
083453	4227	STREET LIGHT MAI	5000	MEADE, INC	00097354-02 698109	G425	0.00	8163.71
083453	4609	STREET PATCH MAT	12722	ALLIED ASPHALT PAVING	00096445-01 238463	G425	0.00	76.00
083453	4612	STREET LIGHT MAT	11333	GRAYBAR ELECTRIC CO.,	00097325-01 9323641420	G425	0.00	4.56
083453	4612	STREET LIGHT MAT	11333	GRAYBAR ELECTRIC CO.,	00097348-01 9323703297	G425	0.00	22.80
083453	4643	STORM SEWER REPA	14044	OZINGA READY MIX CONC	00097329-01 ARI00230867	G425	0.00	537.75
083453	4672	BIT PATCH-HOT	12722	ALLIED ASPHALT PAVING	00096388-02 238463	G425	0.00	3061.28
083453	4807	STREET IMPROVEME	13837	A LAMP CONCRETE CONTR	00096183-01 17008	G425	0.00	42402.87
083453	4872	ROW MATERIALS	15443	PROSAFETY, INC.	00097328-01 2/882150	G425	0.00	115.20
TOTAL CAPITAL PROJECTS							0.00	60212.31
TOTAL FUND							0.00	60212.31

PENTAMATION - FINANCIAL MANAGEMENT SYSTEM
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CITY OF WEST CHICAGO
CASH REQUIREMENTS BILL LIST

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SELECTION CRITERIA: payable.due_date='20211101 00:00:00.000'
PAYMENT TYPE: ALL

FUND - 09 - DOWNTOWN TIF SPEC PROJ

DEPT-DIV	ACCOUNT	-----TITLE-----	-----VENDOR-----	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT	
093454	4053	HEALTH/DENTAL/LI	11129	MOE FUNDS	DEC '21	G425	0.00	1554.50	
093454	4225	OTHER CONTRACTUA	12391	KANE, MCKENNA & ASSOC	00097336-01	18199	G425	0.00	15212.50
093454	4815	STREETSCAPE PROG	2013	GRAINGER	9075257064	G425	0.00	283.50	
093454	4815	STREETSCAPE PROG	2013	GRAINGER	9078435378	G425	0.00	25.66	
TOTAL DOWNTOWN TIF							0.00	17076.16	
TOTAL FUND							0.00	17076.16	

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CITY OF WEST CHICAGO
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SELECTION CRITERIA: payable.due_date='20211101 00:00:00.000'
PAYMENT TYPE: ALL

FUND - 40 - OPERATING FUND

DEPT-DIV	ACCOUNT	-----TITLE-----	-----VENDOR-----	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
40	225500	UNCLAIMED PROPER	6578	TREASURER, STATE OF IL	00097368-01	UNCLAI MEED PG425	0.00	211.55
TOTAL OPERATING FUND							0.00	211.55
TOTAL FUND							0.00	211.55

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SELECTION CRITERIA: payable.due_date='20211101 00:00:00.000'
PAYMENT TYPE: ALL

FUND - 43 - COMMUTER PARKING FUND

DEPT-DIV	ACCOUNT	-----TITLE-----	-----VENDOR-----	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
433476	4101	AUDITING FEES	11178	LAUTERBACH & AMEN, LL	00097017-01 59808	G425	0.00	100.00
433476	4204	ELECTRIC	152	COMMONWEALTH EDISON	9188799009	G425	0.00	151.00
433476	4204	ELECTRIC	152	COMMONWEALTH EDISON	6123152005	G425	0.00	403.37
433476	4219	CONTRACT JANITOR	9719	CRYSTAL MAINTENANCE S	00096579-01 27748	G425	0.00	281.66
433476	4650	MISCELLANEOUS CO	255	PETTY CASH CITY HALL	00097298-01 SEPT 2021	G425	0.00	15.75
433476	4650	MISCELLANEOUS CO	6601	MENARDS	00097326-01 37270	G425	0.00	359.28
TOTAL COMMUTER PARKING FUND							0.00	1311.06
TOTAL FUND							0.00	1311.06
TOTAL CHECK TRANSACTIONS							0.00	281691.53
TOTAL EFT TRANSACTIONS							0.00	0.00
TOTAL REPORT							0.00	281691.53

CITY OF WEST CHICAGO

PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE: Resolution No. 21-R-0094

A Resolution approving the Master Services and Purchasing Agreement with Axon Enterprises, Inc. for an Axon Interview System.

AGENDA ITEM NUMBER: 8.A.

FILE NUMBER: _____

COMMITTEE AGENDA DATE: October 25, 2021

COUNCIL AGENDA DATE: November 1, 2021

STAFF REVIEW: Colin Fleury, Chief of Police

APPROVED BY CITY ADMINISTRATOR: Michael Guttman

SIGNATURE _____

SIGNATURE _____

ITEM SUMMARY:

The Police Station currently has three video/audio monitored interview rooms. Our existing camera system from Current Technologies has had numerous issues throughout the years such as interviews not recording, Interviewers not realizing audio was not captured until after the interview concluded, data files not capable of being downloaded to redaction software, and inoperable system monitors. Additionally, staff must use a separate software platform or create DVD copies to transfer interview files in response to subpoenas. The existing camera system is neither under warranty nor is a service contract in place. To provide a reliable interview recording system for the Interview Rooms and booking area, City staff are looking to purchase a camera system from Axon Enterprises, Inc. (hereafter, Axon).

The Axon Interview System comes with several upgrades and advantages that the existing system does not provide. Department staff currently use Axon Body Worn Cameras, In-car Cameras, and TASERS, which provide the personnel with one easy-to-use technology platform. This allows all officer-generated recordings to be synced to one platform for easy access. The system will allow for easy playback and downloading to Axon's redaction software, giving Department staff the ability to complete FOIA requests in a more efficient and timely manner. Axon also provides unlimited data storage on Axon servers and allows for web links to be sent from one platform in answer to subpoena and FOIA requests. Each Interview Room equipped with an Axon Interview camera comes with a touch screen panel installed outside. The touch screen panel allows officers the ability to start and stop the recording and turn off audio for privileged conversations. Department and State's Attorney's staff will have the ability to view the interview live from either a computer or mobile device using a case-specific link created by investigators. As an added measure to protect against recordings being lost due to technical problems, the interview is initially saved in real-time to a dedicated server installed on site. At the completion of the interview, the entire data file is uploaded to Axon's secure Cloud storage.

Five rooms in the Station will be outfitted with Axon Interview cameras with three being in dedicated Interview Rooms, one in the Chief's Conference room which is also used for interviews, and one in the Booking Room of the Station. The Booking Room is used for the intake of prisoners, processing of DUI arrests to include the collection of breath samples, suspect interviews, and other important officer and arrestee interactions that take place. Jail recordings are mandatory and are subject to both FOIA and subpoena requests. As with the Interview Rooms, this footage will be saved in a format that allows staff to use the existing Axon redaction software and file-sharing platform.

This purchasing agreement includes all hardware, software, licensing, server maintenance, and system installation and includes a five-year warranty.

Staff is requesting to enter into a Master Services and Purchasing Agreement with Axon for the purchase and use of Axon products and services associated with five cameras for an amount not to exceed \$83,502.50 (payable over five years, with an annual payment of \$16,700.50). This proposed purchase will be made using money from the Drug Asset Forfeiture Fund, which is a restricted fund from which only eligible equipment purchases may be made.

CITY OF WEST CHICAGO

No personal benefit, non-police-related capital, or other routine operating expenses may be paid from the Drug Asset Forfeiture Fund.

The Axon Camera system is a Sole Source purchase, due to Axon's Camera system's ability to be integrated with all the current Axon system/products the Police Department currently uses, such as the Body Worn Cameras, in-car cameras, Redaction assistance software, and TASER 7.

Please see the attached Quote and Master Services and Purchasing Agreement for further information.

ACTIONS PROPOSED:

Staff recommends that the City Council waive competitive bids for this sole source purchase and approve Resolution No. 21-R-0094.

COMMITTEE RECOMMENDATION:

The Public Affairs Committee recommends adoption of Resolution No. 21-R-0094.

RESOLUTION NO. 21-R-0094

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN
CONTRACT WITH AXON ENTERPRISES, INC.**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute and the City Clerk is authorized to attest a certain contract between Axon Enterprises, Inc. (purchase of the Axon Interview Camera system) and the City of West Chicago, a copy of which is attached hereto as Exhibit "A."

APPROVED this 1st day of November 2021.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

City Clerk Nancy M. Smith



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-343782-44480.940KU

Issued: 10/11/2021

Quote Expiration: 11/15/2021

EST Contract Start Date: 12/01/2021

Account Number: 115576

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice-325 Spencer St 325 Spencer St West Chicago, IL 60185-3154 USA	West Chicago Police Department - IL 325 Spencer St West Chicago, IL 60185-3154 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Keith Utter Phone: Email: kutter@axon.com Fax:	Phone: (630) 293-2222 Email: cfeury@westchicago.org Fax:

Program Length	60 Months
TOTAL COST	\$83,502.51
ESTIMATED TOTAL W/ TAX	\$83,502.51

Bundle Savings	\$11,570.74
Additional Savings	\$0.00
TOTAL SAVINGS	\$11,570.74

PAYMENT PLAN		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Nov, 2021	\$16,700.50
Year 2	Nov, 2022	\$16,700.50
Year 3	Nov, 2023	\$16,700.50
Year 4	Nov, 2024	\$16,700.50
Year 5	Nov, 2025	\$16,700.50

Quote Details

Bundle Summary

Item	Description	QTY
IR1CA	Interview Room 1 Camera Advanced	5
DynamicBundle	Dynamic Bundle	1

Bundle: Interview Room 1 Camera Advanced Quantity: 5 Start: 12/1/2021 End: 11/30/2026 Total: 78540.01 USD

Category	Item	Description	QTY
Storage	50045	INTERVIEW ROOM UNLIMITED EVIDENCE.COM STORAGE LICENSE	5
Basic E.com License	73840	EVIDENCE.COM BASIC LICENSE	1
Port Switches	50124	24-PORT POE SWITCH	1
Installation	85170	INTERVIEW ROOM, INSTALL AND SETUP	5
Extended Warranty	50448	EXT WARRANTY, INTERVIEW ROOM	5
Client Software	50070	AXON CLIENT SOFTWARE (EACH CLIENT AND TOUCH PANEL)	5
Touch Panel Maintenance	50039	AXON CLIENT SW (EACH CLIENT AND TOUCH PANEL) MAINTENANCE	5
Hardware	50127	TOUCH PANEL	5
Wall Mount	74056	WALL MOUNT	5
Servers	50294	LITE SERVER	2
License	50041	AXON STREAMING SERVER LICENSE (PER SERVER)	2
Maintenance	50043	AXON STREAMING SERVER MAINTENANCE (PER SERVER)	2

Bundle: Dynamic Bundle Quantity: 1 Start: 12/1/2021 End: 11/30/2026 Total: 4962.5 USD

Category	Item	Description	QTY
Other	50298	AXIS P3245-LV NETWORK CAMERA	5
Other	50118	LOUROE MICROPHONE	5

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

10/11/2021



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

December 17, 2020

To: United States state, local and municipal law enforcement agencies

Re: Sole Source Letter for Axon Enterprise, Inc.'s Axon brand products and Axon Evidence (Evidence.com) Data Management Solutions¹

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise.

Axon Digital Evidence Solution Description

Axon Body 3 Video Camera (DVR)

- Improved video quality with reduced motion blur and better low-light performance
- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts
- Streaming audio and video capability
- "Find my camera" feature
- Verbal transcription with Axon Records (coming soon)
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

Axon Flex 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens, 102-degree horizontal field of view, and 55-degree vertical field of view

Axon Flex 2 Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

Axon Air System

- Purpose-built solution for law enforcement UAV programs
- Supported applications on iOS and Android

¹ Axon is also the sole developer and offeror of the Evidence.com data management services. Evidence.com is both a division of Axon and a data management product solution offered by Axon. Evidence.com is not a separate corporate entity.



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SCOTTSDALE, ARIZONA 85255

AXON.COM

- Automated tracking of pilot, aircraft, and flight logs
- Unlimited Storage of UAV data in Axon Evidence (Evidence.com)
- In application ingestion of data in Axon Evidence (Evidence.com)
- Axon Aware integration for live streaming and situational awareness

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

Axon Fleet 3 Camera

- High-definition Dual-View Camera with panoramic field of view, 12x zoom, and AI processing for automatic license plate reader (ALPR)
- High-definition Interior Camera with infrared illumination for back seat view in complete darkness
- Wireless Mic and Charging Base for capturing audio when outside of vehicle
- Fleet Hub with connectivity, global navigation satellite system (GNSS), secure solid-state storage, and Signal inputs
- Automatic transition from Buffering to Event mode with configurable Signals
- Video Recall records last 24 hours of each camera in case camera not activated for an event
- Intuitive mobile data terminal app, Axon Dashboard, for controlling system, reviewing video, quick tagging, and more
- Ability to efficiently categorize, play back and share all video and audio alongside other digital files on Evidence.com
- Multi-cam playback, for reviewing up to four videos, including body-worn and in-car footage, at the same time
- Fully integrated with Evidence.com services and Axon devices
- Automatic time synchronization with all Axon Fleet and other Axon on-officer cameras allows for multi-camera playback on Evidence.com.
- Prioritized upload to Evidence.com of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM) and Signal Side Arm (SSA).
- Best-in-class install times, wireless updates and quick remote troubleshooting
- Optional Axon Aware live stream, alerts, and location updates for situational awareness
- Optional Axon ALPR hotlist alerts, plate read retention, and investigative search



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

Axon Fleet 2 Camera

- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Immediate upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit
- Decentralized system architecture without a central digital video recorder (DVR).
- Cameras that function independently and communicate wirelessly with the computer in the vehicle (MDT, MDC, MDU) for reviewing, tagging and uploading video.
- Wireless record alert based on Bluetooth communication from Axon Signal Vehicle when a configured input is enabled (e.g. emergency light, siren, weapon rack, etc.).
- Receives alerts from Axon Signal Sidearm.
- Plug-And-Play design allowing for cameras to be easily replaced and upgraded.
- Ability for an unlimited number of agency vehicles recording in the same vicinity with an Axon Fleet system to be automatically associated with one another when reviewing video in the video management platform. This feature is also supported across body cameras.

Axon Signal Unit (ASU)

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

Axon Signal Sidearm Sensor

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Interview Solution

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period
- Full hardware and software integration
- Upload to Axon Evidence services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and



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- interview room video are managed as part of the same case in Axon Evidence
- Dual integration of on-officer camera and interview room camera with Axon Evidence digital evidence solution

Axon Signal Technology

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER and Axon products

Axon Dock

- Automated docking station uploads to Axon Evidence services through Internet connection
- No computer necessary for secure upload to Axon Evidence
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 NO.60950-I-07+A1:2011+A2:2014 Information Technology Equipment safety standards.

Axon Evidence Data Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Axon Evidence via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Axon Evidence is protected from local malware that may penetrate agency infrastructure



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- **Stability:** Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Axon Evidence and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files

Axon Evidence for Prosecutors

- All the benefits of the standard Axon Evidence services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Axon Evidence services
- Unlimited storage for data collected by Axon cameras and Axon Capture

Axon Capture Application

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Axon Evidence account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon Commander Services

- On-premises data management platform
- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats

Axon View Application

- Free app for iOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

Axon Records

- Continuously improving automated report writing by leveraging AI and ML on officer recorded video, photo, and audio from BWC, In-Car, Mobile App (Axon Capture), or other digital media
- Collaborative report writing through instantly synced workspaces allowing officers to delegate information gathering on scene
- Instant access to records allowing detectives to begin their investigation and records clerks to update information exchanges on things like missing people or stolen property as soon as possible
- Complete leveraging of Axon Evidence sharing to allow fast, efficient, digital, and secure sharing of records and cases to DAs and Prosecutors



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- Robust API and SDK allows data to be easily ingested and pushed out to other systems—preventing data silos
- Deep integration with Axon Evidence putting video at the heart of the record and automating the process of tagging and categorizing digital evidence stored in Axon Evidence
- Automatic association of digital evidence to the record and incident through Axon Evidence integration
- In context search of master indexes (people, vehicles, locations, charges)—promoting efficient report writing through prefilling of existing data which promotes clean and deduped data in the system
- Quick views for users to track calls for service and reports in draft, ready for review, kicked back for further information, or submitted to Records for archiving.
- Federal and State IBRS fields are captured and validated—ensuring the officer knows what fields to fill and what information needs to be captured
- Intuitive validation ensures officers know what information to submit without being burdened by understanding the mapping of NIBRS to state or local crime codes
- Ability to create custom forms and add custom fields to incident reports—allowing your agency to gather the information you find valuable
- Software as a Service (SaaS) delivery model that allows agencies to write, manage, and share digital incident reports without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share records and cases with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access based on pre-defined users, groups, and permissions
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff

Axon Standards

- Internal affairs and professional standards reporting
- Customizable information display, including custom forms
- Customizable workflows and user groups
- Automated alerts
- Compatible with digital documents, photos, and videos
- Connection with Transcription (beta)
- Shared Index with evidence.com and Records
- Data Warehouse allowing custom summary reports and integration into 3rd party analytic tools.



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- Workflow analytics to provide SLA on throughputs
- Integration with the TASER 7 CEW for automatically pulling firing logs (alpha)
- Available as an option for Axon Records
- Automatically bundled with Officer Safety Plan 7+

Axon Professional Services

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

Axon Auto-Transcribe

- Transcribes audio to text, producing a time-synchronized transcript of incidents
- Allows searches for keywords (e.g., names, and addresses)
- Embedded time stamps when critical details were said and events occurred
- Produce transcripts in substantially less time than with manual methods
- Pull direct quotes and witness statements directly into reports

Axon Support Engineer:

- Dedicated Axon Regional/Resident Support Engineer Services
- Quarterly onsite visits
- Solution and Process Guidance custom to your agency
- White-Glove RMA and TAP (if applicable) Service for devices
- Monthly Product Usage Analysis
- Resident Support Engineer also includes onsite product maintenance, troubleshooting, and beta testing assistance

Axon Respond for Dispatch (CAD)

- Integration with Axon Respond for Devices (Axon Body 3) for location and/or live streaming in CAD.
- Integration with TASER 7 CEW devices for enhanced situational awareness.
- Native ESRI based mapping with ability to connect to ESRI online communities and your agency's local ArcGIS data.
- SaaS model reduces security and administration by local IT staff: no local installation
- Robust API and SDK allows data to be easily ingested and pushed out to other systems -- preventing data silos.
- Complete leveraging of Axon Evidence (evidence.com) sharing to allow fast, efficient, digital and secure sharing of data to DAs and Prosecutors.
- Future versions/enhancements included with minimal down time and no need to purchase an upgrade to the latest version.
- Native integration with Axon Records.
- Reliability: Fault – and disaster – tolerant infrastructure in at least four redundant data centers in both the East and West regions of the United States.
- Security Testing: Independent security firms perform in depth security and penetration testing.
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement.



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Axon Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting



Axon Brand Model Numbers

1. Axon Body 3 Camera Model: 73202
2. Axon Flex 2 Cameras:
 - Axon Flex 2 Camera (online) Model: 11528
 - Axon Flex 2 Camera (offline) Model: 11529
3. Axon Flex 2 Controller Model: 11532
4. Axon Flex 2 USB Sync Cable Model: 11534
5. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
6. Axon Flex 2 Camera Mounts:
 - Oakley Flak Jacket Kit Model: 11544
 - Collar Mount Model: 11545
 - Oakley Clip Model: 11554
 - Epaulette Mount Model: 11546
 - Ballcap Mount Model: 11547
 - Ballistic Vest Mount Model: 11555
7. Universal Helmet Mount Model: 11548
8. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332
9. Axon Body 2 Camera Model: 74001
10. Axon Body 2 Camera Mounts:
 - Axon RapidLock Velcro Mount Model: 74054
11. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
 - Z-Bracket, Men's, Axon RapidLock Model: 74018
 - Z-Bracket, Women's Axon RapidLock Model: 74019
 - Magnet, Flexible, Axon RapidLock Model: 74020
 - Magnet, Outerwear, Axon RapidLock Model: 74021
 - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
 - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023



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- MOLLE Mount, Single, Axon RapidLock Model: 11507
 - MOLLE Mount, Double, Axon RapidLock Model: 11508
 - Belt Clip Mount, Axon RapidLock Model: 11509
12. Axon Fleet Camera
- Axon Fleet 2 Front Camera: 71079
 - Axon Fleet 2 Front Camera Mount: 71080
 - Axon Fleet 2 Rear Camera: 71081
 - Axon Fleet 2 Rear Camera Controller: 71082
 - Axon Fleet 2 Rear Camera Controller Mount: 71083
 - Axon Fleet Battery System: 74024
 - Axon Fleet Bluetooth Dongle: 74027
13. Axon Signal Unit Model: 70112
14. Axon Dock Models:
- Axon Dock – Individual Bay and Core for Axon Flex 2
 - Axon Dock – 6-Bay and Core for Axon Flex 2
 - Individual Bay for Axon Flex 2 Model: 11538
 - Core (compatible with all Individual Bays and 6-Bays) Model: 70027
 - Wall Mount Bracket Assembly for Axon Dock: 70033
 - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
 - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
 - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
15. Axon Signal Performance Power Magazine (SPPM) Model: 70116

Axon Product Packages

1. Officer Safety Plan: includes a CEW, Axon camera and Dock upgrade, and Axon Evidence license and storage. See your Sales Representative for further details and Model numbers.
2. TASER Assurance Plan (TAP): Hardware extended coverage, Spare Products (for Axon cameras), and Upgrade Models, for the Axon Flex camera and controller, Axon Body camera, and Axon Dock. (The TAP is available only through Axon Enterprise, Inc.)

SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND PRODUCTS
Axon Enterprise, Inc. 17800 N. 85th Street, Scottsdale, AZ 85255 Phone: 480-905-2000 or 800-978-2737 Fax: 480-991-0791	Axon Enterprise, Inc. 17800 N. 85th Street, Scottsdale, AZ 85255 Phone: 480-905-2000 or 800-978-2737 Fax: 480-991-0791

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,



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A handwritten signature in black ink, appearing to read 'Josh Isner'.

Josh Isner
Chief Revenue Officer
Axon Enterprise, Inc.

Android is a trademark of Google, Inc., Bluetooth is a trademark of the Bluetooth SIG, Flak Jacket is a trademark of Oakley, Inc, iPod Touch is a trademark of Apple Inc, iOS is a trademark of Cisco, LTE is a trademark of the European Telecommunications Standards Institute, Shoei is a trademark of Shoei Co., Ltd., VELCRO is a trademark of Velcro Industries, B.V., and Wi-Fi is a trademark of the Wi-Fi Alliance.

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CITY OF WEST CHICAGO

CITY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:

Maintenance Agreement
Sanitary Sewer Main and Associated Appurtenances
and Equipment within City Rights-of-Way

Resolution #21-R-0095

AGENDA ITEM NUMBER: 8.B.**FILE NUMBER:** _____**COMMITTEE AGENDA DATE:** N/A**COUNCIL AGENDA DATE:** Nov. 1, 2021**STAFF REVIEW:** Tom Dabareiner, AICP**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael
Guttman**SIGNATURE** _____**ITEM SUMMARY:**

Chicago Title Land Company Trust Number 8002380575, owner of 1100 E. North Ave (Owner), has submitted through their attorney to the City of West Chicago (City) a draft Maintenance Agreement between the City and the Owner. The Maintenance Agreement is related to the proposed sanitary sewer main and associated appurtenances and equipment to be installed within the City's public rights-of-way of Prince Crossing Road and Meadowview Crossing. The City approved a separate License Agreement with the Owner for the use of the aforementioned City rights-of-way for the purpose of installation, construction, location, and operation of the sanitary sewer main and associated appurtenances and equipment. The proposed sanitary service will serve the Cascade Drive-In Theater at 1100 E North Ave, which the owner intends to reopen.

The Maintenance Agreement requires the Owner to maintain the sanitary sewer main and associated appurtenances and equipment within the City's public rights-of-way at all times and at the sole cost and expense of the Owner. Furthermore, the City will not be responsible for future maintenance, operations, or repairs of the sanitary sewer main and associated appurtenances and equipment within the City's public rights-of-way. The Maintenance Agreement will have a term of 20 years, with an automatic 20-year renewal at the expiration, unless the owner has violated the terms of the Agreement. The Agreement will also expire if the Owner terminates the License Agreement.

ACTION PROPOSED:

Discussion and authorization to execute the proposed Maintenance Agreement.

COMMITTEE RECOMMENDATION:

This item did not go to a committee.

Cc: Resolution
Draft Maintenance Agreement

RESOLUTION NO. 21-R-0095

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A CERTAIN MAINTENANCE AGREEMENT WITH
CHICAGO TITLE LAND COMPANY TRUST 8002380575
FOR A SANITARY SEWER MAIN AND ASSOCIATED APPURTENANCES AND
EQUIPMENT WITH CITY RIGHTS-OF-WAY**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a certain Maintenance Agreement for a sanitary sewer main and associated appurtenances and equipment within City public rights-of-way between the City of West Chicago and Chicago Title Land Company, as Trustee under the provisions of a certain Trust Agreement dated April 9, 2019 and known as Trust Number 8002380575 by East North Avenue, LLC, the holder of the beneficial interest of the trust, by William Hartwig, its manager, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 1st day of November, 2021

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor, Ruben Pineda

ATTEST:

City Clerk, Nancy M. Smith

Water Main Abandonment – CLSM (Flowable Fill)

CONTROLLED LOW-STRENGTH MATERIAL, SPECIAL

Description. This work consists of placing, by pump method, controlled low-strength material (CLSM), or flowable fill, into abandoned underground pipes where shown on the Drawings or as directed by the Engineer, in accordance with Section 593 of the Standard Specifications with the following exceptions:

Materials. All materials used for CLSM shall conform to the requirements of Section 1019 of the Standard Specifications. A minimum of two days prior to starting CLSM work, CLSM mix designs shall be submitted for review and approval. No changes shall be made in the amounts or sources of the approved mix ingredients without the approval of the Engineer.

Installation.

1. The pipeline to be filled shall be excavated to the proper limits for placement of controlled low strength backfill into the pipe.
2. Contain CLSM in trench or pipe sections using permanent bulkheads or fill materials to confine the flow of material. Take appropriate precautions to prevent pipe displacement and/or flotation.
3. CLSM shall be installed by pump method at a point typically at the highest elevation of the pipe to be filled, or by other means acceptable to the Engineer.
4. CLSM shall be consolidated to ensure that all voids, crevices and pockets are filled with CLSM. Care shall be taken to avoid over consolidation of the material separating the large and fine aggregate.
5. Pipe shall be filled to ensure that all internal surfaces of the pipe are contacted. The Contractor is responsible for verifying that flowable fill reaches the furthest extents of the pipe segments being filled.
6. CLSM shall be placed with a time interval of not more than 1 hour between lifts.

Method of Measurement and Basis of Payment. This work will be measured by volume computed in place and paid for at the contract unit price per cubic yard for CONTROLLED LOW-STRENGTH MATERIAL, SPECIAL, in accordance with Article 593.06 of the Standard Specifications, which includes all labor, equipment and materials necessary to perform the work as herein specified.

If excess CLSM is not used to fill the excavation pit around the water main's ends after water main abandonment, the water main shall be capped and paid for at the contract unit per Each for the following line item,

CUT AND CAP EXISTING 6" OR 8" WATER MAIN, EACH

Where water main is to be removed, instead of abandoned, the following line item is used:

WATER MAIN REMOVAL [UP TO 8" DIAMETER], FOOT

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

This Maintenance Agreement (the “Maintenance Agreement”) is entered into this ____ day of _____, 2021, by and between the City of West Chicago, an Illinois municipal corporation, 475 Main Street, West Chicago, Illinois 60185 (“City”) and Chicago Title Land Company, as Trustee under the provisions of a certain Trust Agreement dated April 9, 2019 and known as Trust Number 8002380575 by East North Avenue, LLC, the holder of the beneficial interest of the trust, by William Hartwig, its manager, 10 S. LaSalle St., Suite 2750, Chicago, IL 60603 (“Trust”) (individually a “Party”, collectively, the “Parties”).

RECITALS:

- A. City owns property commonly known as “Road Right-of-Way generally located at Prince Crossing Road and Meadowview Crossing”, which is located across, through or under the real estate legally described in Exhibit “A”, attached hereto and incorporated herein by reference (the “Subject Property”).
- B. Trust has a License Agreement with the City to use the Subject Property for the installation, construction, location, operation, and maintenance of a sanitary sewer system, including sewer main and appurtenances for sanitary sewer service to the Cascade Drive-In Theater property located at 1100 E. North Avenue (“Cascade Property”). The sanitary sewer system will include a lift station located on the Cascade Property and the sewer main and appurtenances located in the Subject Property (“Sanitary Sewer System”) so that Trust can provide sanitary sewer service to the Cascade Property subject to the terms and conditions of this Maintenance Agreement.

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

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

2. License Agreement. City has granted Trust a License for use of the Subject Property for the purpose of installation, construction, location, operation, and maintenance of a sanitary sewer main and associated appurtenances and equipment (hereinafter, the "Facilities") through the Subject Property pursuant to a License Agreement between the City and the Trust dated _____, 2021 pursuant to the Facilities Plan attached hereto as Exhibit "B". The License also granted the Trust non-exclusive access to and from the Subject Property for the purpose of installing, constructing, locating, operating and maintaining the Facilities.

3. Sewage Flow Meter. The Trust agrees that the sewage flow meter shall be accessible to City personnel at all times. Trust further agrees that the sewage flow meter shall be calibrated pursuant to the manufacturer's specifications at the intervals indicated in the manufacturer's specifications.

4. Maintenance. Trust agrees to maintain the Sanitary Sewer System and the Facilities at all times and at the sole cost and expense of the Trust. Trust agrees to provide the City Administrator of the City of West Chicago ("City Administrator") seventy-two (72) hours-notice prior to commencing any work on the Subject Property under this Maintenance Agreement. In the event that emergency repairs are necessary for the Facilities, Trust shall immediately notify the City, in writing, of the need for such repairs, and immediately initiate such emergency repairs. Trust must comply with all Ordinance provisions in providing the required maintenance.

5. City Responsibility. The City will not be responsible for future maintenance, operations, or repairs of the Sanitary Sewer System or the Facilities. The City will not be responsible for future marking or locating the Facilities in the Subject Property, however, the City shall notify future licensees or utility providers that the Facilities are located in/on the Subject Property pursuant to the License Agreement. The City will not be responsible for any utility conflicts with the Facilities in/on the Subject Property.

6. Term. The term of this Maintenance Agreement shall coincide with the term of the License Agreement, which commenced on _____, 2021 and terminates on _____, 2041. The term of this Maintenance Agreement shall automatically be renewed concurrently with the License Agreement term for an additional twenty (20) year term at the expiration of each term unless Trust is in default under this Agreement or Trust has abandoned or vacated the Subject Property.

7. Renewal of Maintenance and Abandonment of Facilities. Trust shall own the Facilities and the Sanitary Sewer System located on the Cascade Property. Any and all of the aforesaid Sanitary Sewer System and Facilities shall be maintained by the Trust at Trust's sole expense. If the Trust terminates the License Agreement, this Maintenance Agreement shall also terminate automatically without any further action by any Party. If the Trust abandons the Sanitary Sewer System and the Facilities, Trust agrees to place, by pump method, controlled low-strength material (CLSM), or flowable fill, into abandoned underground pipes in accordance with City requirements pursuant to the attached Exhibit "C."

8. Liability of the City. It is further understood and agreed that the City shall not be liable for any damages or injury to any person or property arising from, growing out of, or incident to the

maintenance of the Facilities, except if such damages or injury are the result of City's own intentional misconduct or negligence.

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

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

- A. By personal delivery of such notice; or
- B. By mailing of such notice to the addresses recited herein by certified mail, postage prepaid, return receipt requested. Except as otherwise provided herein, notice served by certified mail, shall be effective on the date of mailing; or
- C. By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 A.M. to 4:30 P.M. Chicago time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission; or
- D. By depositing such notice with a nationally recognized overnight courier. Notice shall be effective upon being deposited with the overnight courier.

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

The addresses of the Parties are as follows:

If to Trust: Chicago Title Land Company, as Trustee of Trust Number 8002380575	If to City: Michael Guttman, City Administrator
--	---

10 S. LaSalle St., Suite 2750 Chicago, IL 60603	City of West Chicago 475 Main Street West Chicago, IL 60185 FAX: (630) 293-3028
With a required copy to: Russell G. Whitaker, III Rosanova & Whitaker, Ltd. 127 Aurora Avenue Naperville, IL 60540 russ@rw-attorneys.com FAX: (630) 352-3610	With a required copy to: Patrick K. Bond, Esq. Bond, Dickson & Associates, P.C. 400 South Knoll Street, Unit C Wheaton, IL 60187-4557

11. Miscellaneous.

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

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

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

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

IN WITNESS WHEREOF, the Parties have executed this Maintenance Agreement on the date first set forth above.

[Signatures on succeeding pages]

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

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

By: _____
William Hartwig, Manager

City of West Chicago

By: _____
Ruben Pineda, Mayor

Attest:

By: _____
Nancy R. Smith, City Clerk

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PART OF LOT 7 IN PRINCE CROSSING ROAD ASSESSMENT PLAT, BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN THEREOF RECORDED OCTOBER 18, 1982 PER DOCUMENT R82-47736, SAID LOT 7 BEING HERETOFORE DEDICATED AS MEADOWVIEW CROSSING ACCORDING TO RESOLUTION RECORDED APRIL 22, 2021 AS DOCUMENT NUMBER R2021-063617 AND QUIT CLAIM DEED RECORD APRIL 22, 2021 AS DOCUMENT NUMBER R2021-063618 AND THAT PART OF PRINCE CROSSING ROAD; DESCRIBED AS FOLLOWS:\

BEGINNING AT THE SOUTHEAST CORNER OF LOT 7 IN SAID PRINCE CROSSING ROAD ASSESSMENT PLAT; THENCE NORTH 88 DEGREES 55 MINUTES 49 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 7, A DISTANCE OF 756.00 FEET; THENCE NORTH 01 DEGREES 04 MINUTES 11 SECONDS EAST, 10.00 FEET; THENCE SOUTH 88 DEGREES 55 MINUTES 49 SECONDS EAST TO THE EAST LINE OF SAID LOT 7, A DISTANCE OF 756.00 FEET; THENCE SOUTH 88 DEGREES 55 MINUTES 49 SECONDS EAST, 83.00 FEET TO THE EAST LINE OF PRINCE CROSSING ROAD; THENCE SOUTH 01 DEGREES 02 MINUTES 11 SECONDS WEST, ALONG SAID EAST LINE, 10.00 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 49 SECONDS WEST, 83.00 FEET TO SAID POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

**EXHIBIT “B”
FACILITIES PLAN**

EXHIBIT C
SANITARY SEWER MAIN ABANDONMENT REQUIREMENTS

CITY OF WEST CHICAGO

CITY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:

Amusement Tax Rebate Agreement Revision
Cascade Drive-In Theater

Resolution #21-R-0096

AGENDA ITEM NUMBER: 8.C.

FILE NUMBER: _____

COMMITTEE AGENDA DATE: N/A

COUNCIL AGENDA DATE: Nov. 1, 2021

STAFF REVIEW: Tom Dabareiner, AICP

SIGNATURE 

APPROVED BY CITY ADMINISTRATOR: Michael
Guttman

SIGNATURE _____

ITEM SUMMARY:

The City Council, on May 3, 2021, approved Resolution 21-R-0031, which authorized the City to execute an Amusement Tax Rebate Agreement with the owner of 1100 E North Avenue to rebate funds payable to the City by Cascade Drive-In. The owner information contained in the Agreement, however, has been revised by the owner. Although Chicago Title Land Company Trust Number 8002380575 by East North Avenue, LLC, the holder of the beneficial interest of the trust, is still the owner, Apercen Partners, LLC is no longer the manager. Rather, William Hartwig, who was the manager of the Apercen Partners, LLC, is now listed as the manager of the East North Avenue, LLC.

No other changes to the Agreement are proposed other than the owner information update.

ACTION PROPOSED:

Discussion and authorization to execute the revised Amusement Tax Rebate Agreement with updated owner information.

COMMITTEE RECOMMENDATION:

This item did not go to a committee.

Cc: Resolution
Revised Amusement Tax Rebate Agreement

RESOLUTION NO. 21-R-0096

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED this 1st day of November, 2021.

AYES: _____

NAYS: _____

ABSTAIN: _____

APPROVED as to form: _____
City Attorney

APPROVED this 1st day of November, 2021.

Mayor Ruben Pineda

ATTEST:

Nancy M. Smith, City Clerk

PUBLISHED:

EXHIBIT A
AMUSEMENT TAX REBATE AGREEMENT

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

This Amusement Tax Rebate Agreement (the "Rebate Agreement") is entered into this ____ day of November, 2021, by and between the City of West Chicago, an Illinois municipal corporation, 475 Main Street, West Chicago, Illinois 60185 ("City") and Chicago Title Land Company, as Trustee under the provisions of a certain Trust Agreement dated April 9, 2019 and known as Trust Number 8002380575 by East North Avenue, LLC, the holder of the beneficial interest of the trust, by William Hartwig, its manager, 10 S. LaSalle Street, Suite 2750, Chicago, Illinois 60603 ("Owner/Operator") (individually a "Party", collectively, the "Parties").

RECITALS:

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

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

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

By: _____
William Hartwig, Manager

City of West Chicago

By: _____
Ruben Pineda, Mayor

Attest: _____
City Clerk

CITY OF WEST CHICAGO

CITY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:

License Agreement Revision
Cascade Drive-In Theater

Resolution #21-R-0097

AGENDA ITEM NUMBER: 8.D.

FILE NUMBER: _____

COMMITTEE AGENDA DATE: N/A

COUNCIL AGENDA DATE: Nov. 1, 2021

STAFF REVIEW: Tom Dabareiner, AICP

SIGNATURE 

APPROVED BY CITY ADMINISTRATOR: Michael
Guttman

SIGNATURE _____

ITEM SUMMARY:

The City Council, on May 3, 2021, approved Resolution 21-R-0029, which authorized the City to execute a License Agreement with the owner of 1100 E North Avenue to allow use of the City's public right-of-way for a sanitary sewer system. The owner information contained in the License Agreement, however, has been revised by the owner. Although Chicago Title Land Company Trust Number 8002380575 by East North Avenue, LLC, the holder of the beneficial interest of the trust, is still the owner, Apercen Partners, LLC is no longer the manager. Rather, William Hartwig, who was the manager of the Apercen Partners, LLC, is now listed as the manager of the East North Avenue, LLC.

No other changes to the License Agreement are proposed other than the owner information update.

ACTION PROPOSED:

Discussion and authorization to execute the revised License Agreement with updated owner information.

COMMITTEE RECOMMENDATION:

This item did not go to a committee.

Cc: Resolution
Revised License Agreement

RESOLUTION NO. 21-R-0097

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

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

APPROVED this 1st day of November, 2021

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor, Ruben Pineda

ATTEST:

City Clerk, Nancy M. Smith

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

This License Agreement (the "License Agreement") is entered into this ____ day of October, 2021, by and between the City of West Chicago, an Illinois municipal corporation, 475 Main Street, West Chicago, Illinois 60185 ("Licensor") and Chicago Title Land Company, as Trustee under the provisions of a certain Trust Agreement dated April 9, 2019 and known as Trust Number 8002380575 by East North Avenue, LLC, the holder of the beneficial interest of the trust, by William Hartwig, its manager, 10 S. LaSalle St., Suite 2750, Chicago, IL 60603 ("Licensee") (individually a "Party", collectively, the "Parties").

RECITALS:

- A. Licensor owns property commonly known as "Road Right-of-Way generally located at Prince Crossing Road and Meadowview Crossing", which is located across, through or under the real estate legally described in Exhibit "A", attached hereto and incorporated herein by reference (the "Subject Property").
- B. Licensee desires to use the Subject Property for the installation, construction, location, operation, and maintenance of a sanitary sewer system, including sewer main and appurtenances for sanitary sewer service to the Cascade Drive-In Theater property located at 1100 E. North Avenue ("Cascade Property"). The sanitary sewer system will include a lift station located on the Cascade Property and the sewer main and appurtenances located in the Subject Property ("Sanitary Sewer System") so that Licensee can provide sanitary sewer service to the Cascade Property subject to the terms and conditions of this License Agreement.

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

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

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

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

4. Reimbursement of Permit Review and Inspection Fees. Licensee agrees to reimburse the Licensors for direct costs involved in any permit review and any applicable inspections of work performed within the right-of-way,.

5. Taxes. Licensee acknowledges that the Subject Property and Licensed Premises is exempt from real estate taxes, and that to the extent the County Assessor or State Department of Revenue, or any other authority with the power to do so, would attempt to assess any license or property tax as a result of the use authorized by this License Agreement, Licensee will assist Licensors in defending against any such action and will pay any such tax as is finally determined.

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

7. Default. In the event of the failure of any Party to perform any or all of its duties and obligations under the terms and conditions of this License Agreement, including payment of the license fees and the costs hereunder, the other Party shall notify the defaulting Party of such default in writing, and the defaulting Party shall have ninety (90) days from the receipt of such notice to

cure the default. In the event said default is not cured within said cure period, or in the event of repeated defaults, the non-defaulting Party shall be entitled to all remedies available at law and/or equity to enforce its rights under this License Agreement and shall be entitled to recover its costs in bringing such suit, including its reasonable attorney's fees.

8. General Insurance Provisions.

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

H. Acceptability of Insurers – The Licensee shall require its contractors to be insured by insurance companies which obtain a rating from A.M. Best, that rating should be no less than A-VII using the most recent edition of the A.M. Best's Key Rating Guide. All insurance required herein shall be placed with insurers licensed to do business in the State of Illinois and licensed by the Illinois Department of Insurance.

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

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

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

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

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

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

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

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

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

- A. By personal delivery of such notice; or
- B. By mailing of such notice to the addresses recited herein by certified mail, postage prepaid, return receipt requested. Except as otherwise provided herein, notice served by certified mail, shall be effective on the date of mailing; or
- C. By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 A.M. to 4:30 P.M. Chicago time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission; or
- D. By depositing such notice with a nationally recognized overnight courier. Notice shall be effective upon being deposited with the overnight courier.

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

The addresses of the Parties are as follows:

<p>If to Licensee: Chicago Title Land Company, as Trustee of Trust Number 8002380575 East North Avenue 10 S. LaSalle Street, Suite 2750 Chicago, IL 60603</p>	<p>If to Licensors: Michael Guttman, City Administrator City of West Chicago 475 Main Street West Chicago, IL 60185 FAX: (630) 293-3028</p>
<p>With a required copy to: Russell G. Whitaker, III Rosanova & Whitaker, Ltd. 127 Aurora Avenue Naperville, IL 60540 russ@rw-attorneys.com FAX: (630) 352-3610</p>	<p>With a required copy to: Patrick K. Bond, Esq. Bond, Dickson & Associates, P.C. 400 South Knoll Street, Unit C Wheaton, IL 60187-4557</p>

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

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

19. Right to Relocate. If during the term of the License Agreement, the Licensors is required to perform any work on the roadway involved hereunder, including but not limited to, improvements or reconstruction, or for any other reason, and in the reasonable judgment of Licensors such work necessitates relocation of the Licensee's Facilities, the Licensee shall be solely responsible for relocating the Facilities thereon and shall be solely responsible for any and all costs associated therewith, except as provided by law where a third party may be responsible for the cost

of such relocation, including, but not limited to situations of eminent domain, airport improvement, urban renewal, and/or public transportation projects. In the event Licensee is required to relocate its Facilities due to the construction of a public improvement, Licensor shall provide Licensee with notice at least one hundred twenty (120) days prior to any required action of Licensee to relocate its Facilities. Licensor shall cooperate with the Licensee to identify and approve alternative routing and construction methods for the relocation of its Facilities in the least disruptive and least costly manner possible. Said relocation shall be fully completed within one hundred eighty (180) days from the date of receipt of the Notice accompanied by a preliminary engineering design plan. In the event said relocation is delayed due to the fault of a third party, Licensee shall make a written request for an extension for the completion of said relocation. Provided Licensee uses all commercially reasonable measures to relocate the Facilities, the Licensor's approval shall not be unreasonably withheld, conditioned, or delayed.

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

21. Miscellaneous.

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

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

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

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

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

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

By: _____
William Hartwig, Manager

LICENSOR, City of West Chicago

By: _____
Ruben Pineda, Mayor
City of West Chicago

Attest:

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

EXHIBIT "A"
LEGAL DESCRIPTION

SANITARY FORCE-MAIN RIGHT-OF-WAY AGREEMENT LEGAL DESCRIPTION:

THAT PART OF LOT 7 IN PRINCE CROSSING ROAD ASSESSMENT PLAT, BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN THEREOF RECORDED OCTOBER 18, 1982 PER DOCUMENT R82-47736, SAID LOT 7 BEING HERETOFORE DEDICATED AS MEADOWVIEW CROSSING ACCORDING TO RESOLUTION RECORDED APRIL 22, 2021 AS DOCUMENT NUMBER R2021-063617 AND QUIT CLAIM DEED RECORD APRIL 22, 2021 AS DOCUMENT NUMBER R2021-063618 AND THAT PART OF PRINCE CROSSING ROAD; DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 7 IN SAID PRINCE CROSSING ROAD ASSESSMENT PLAT; THENCE NORTH 88 DEGREES 55 MINUTES 49 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 7, A DISTANCE OF 756.00 FEET; THENCE NORTH 01 DEGREES 04 MINUTES 11 SECONDS EAST, 10.00 FEET; THENCE SOUTH 88 DEGREES 55 MINUTES 49 SECONDS EAST TO THE EAST LINE OF SAID LOT 7, A DISTANCE OF 756.00 FEET; THENCE SOUTH 88 DEGREES 55 MINUTES 49 SECONDS EAST, 83.00 FEET TO THE EAST LINE OF PRINCE CROSSING ROAD; THENCE SOUTH 01 DEGREES 02 MINUTES 11 SECONDS WEST, ALONG SAID EAST LINE, 10.00 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 49 SECONDS WEST, 83.00 FEET TO SAID POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

**EXHIBIT “B”
FACILITIES PLAN**

ORDINANCE NO. 21-O-0029

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES
OF THE CITY OF WEST CHICAGO - CHAPTER 3, SECTION 3-12 (C) - AMENDING
THE NUMBER OF A-1, A-2 and A-3 LIQUOR LICENSES**

WHEREAS, the Illinois Liquor Control Act, 235ILCS 5/4-1 *et seq.*, authorizes municipalities to determine the kind and classification of liquor licenses; and

WHEREAS, based on a review of Chapter 3, Section 3-12 (c), it has been determined that Class A-1 must reflect the current number of active licenses; and

WHEREAS, the Code of Ordinances must be amended to increase the number of available Class A-1, A-2, and A-3 Liquor Licenses.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST CHICAGO, ILLINOIS, IN REGULAR SESSION ASSEMBLED AS FOLLOWS:

SECTION 1. That Section 3-12 (c) "Records, number of licenses" is hereby amended as follows:

"(c) There shall be no more than the following number of licenses issued for each class:

.....Class A-1	2.....
.....Class A-2	5.....
.....Class A-3	3....."

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this 1st day of November, 2021.

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

APPROVED as to form: _____
City Attorney

APPROVED this 1st day of November, 2021.

Mayor Ruben Pineda

ATTEST:

City Clerk Nancy M. Smith

PUBLISHED: _____

**CITY OF WEST CHICAGO
MEMORANDUM**

TO: City Council

FROM: Michael L. Guttman, City Administrator *MLG*

SUBJ: Video Gaming

DATE: October 14, 2021

At its August meeting, Chief Fleury provided a report that responded to the direction of the majority of Public Affairs Committee (PAC) members and the majority of the Committee gave staff clear direction to take two actions: (1) move the issue of video gaming to the City Council so that all elected officials may contribute to the ongoing discussion; and (2) identify the regulatory areas that are allowed for local regulation, as opposed to being dictated by State Statute. The issue was discussed at the September 20th City Council meeting, where staff was directed to do things:

- (1) Prepare Ordinances that would allow for video gaming in West Chicago using what direction had thus far been provided during Aldermanic discussions and reviewing other local governments' Ordinances (and the IML Model Ordinance); and
- (2) Identify the next opportunities for municipalities to place referenda questions, and the dates by which the questions needed to be submitted to the County.

The contents of this memorandum are limited to responding to the direction that was given at that meeting and an update to the revenue projections due to the contents of the draft Ordinances and the uncertainty of one establishment remaining operating in West Chicago next year.

Ordinance No 21-O-0027

This Ordinance provides for the local regulations surrounding video gaming. There are several pertinent parts:

- (1) Administration – The Liquor Commissioner is charged with reviewing and granting/denying video game establishment licenses based upon the requirements set forth in the Ordinance as well as suspending/revoking said licenses should violations occur.
- (2) Video Game Establishment License – To be eligible for a video game establishment license, here are some of the key requirements:
 - a. Applicant must be in possession, for at least 12 continuous months, a valid Class A-1, A-2, A-3, B-4, E-1, E-3 or F liquor license. These license categories reflect restaurants, social clubs (VFW and American Legion) and golf courses.

- b. The maximum number of video gaming terminals is the lower of six or the ratio of at least five seats for each video gaming terminal. For example, if an eligible establishment has 15 seats for eating, it would only be permitted a maximum of three gaming terminals.
 - c. All debts due and owing the City and State are paid in full.
- (3) Advertising – But for signage required by State law, owners of video game establishment licenses are prohibited from advertising the availability of video gaming therein and elsewhere on the property, to include banners, flags and other forms of advertisement on public or private property.
- (4) License Application Requirements – The Ordinance lists a number of requirements, very similar to what one would find on an application for a liquor license. Most notably different is subsection (e):

“A floor plan, drawn to scale using a computer, detailing the overall layout of the establishment, including the location and count of dining seating, the location and count of video gaming terminals and seating for said terminals, and other significant features of the establishment, including exit locations, restrooms and other equipment. Video gaming terminals shall be placed in an area segregated by some visible means (wall, roping, railing, *etc.*) from the principal use of the establishment. A high-resolution electronic copy of the floor plan as well as a paper printed copy (no smaller than 11 inches by 17 inches) shall be submitted at the time of application; hand-drawn floor plans and floor plans not including a scale will not be accepted;”
- (5) Application Filing/Renewals – Applications are filed with the City Clerk or her designee. The license year mirrors the City’s Fiscal Year, which is the calendar year, similar to liquor licenses.
- (6) Video Gaming Establishment License Fees – There is an annual license fee of \$1,000 per terminal, with the owner paying \$250.00 and the operator paying \$750.00. The fee is not prorated.
- (7) License Revocation or Suspension – The process the Liquor Commissioner must follow should violations occur is stated. The fine structure is as follows:
 - (a) First offense in a twelve-month period: 72-hour video gaming terminal license suspension and a \$1,000 fine;
 - (b) Second offense in a twelve-month period: 72-hour video gaming terminal license suspension and a \$1,500 fine;
 - (c) Third offense in a twelve-month period: revocation of video gaming terminal license suspension and a \$2,000 fine;
- (8) Start Date – To allow staff time to develop applications, licenses and other required documentation, video gaming would commence on January 1, 2022.

Ordinance No. 21-O-0028

This Ordinance creates a new supplementary liquor license category for owners who are eligible to have a video gaming establishment license.

Revenue Projections

First the assumptions: 12 business owners had indicated that they would be interested in having video gaming terminals and three owners did not respond. That number has been reduced to 11 establishments due to the owners of the Oasis Café making comments about finding another location outside of our community. Based upon information taken the IL Gaming Board's records for DuPage County municipalities that have such (plus Batavia and St. Charles), there are an average of 5.46 terminals per business that average producing about \$2,400 annually per machine going to the local government. Applying those figures to WC and adding an annual \$1,000/terminal fee to the City, the approximate revenue annually to WC would be about \$203,800. For most new revenue sources, I usually project receiving 80%-85% of the initial estimate, until we have three years of solid local data. In light of 2(b) above, which would not allow all establishments to have the maximum of six gaming terminals, I have reduced the projected revenue for WC using 70%, which would approximate \$143,000 annually.

Referendum Questions

For the General Primary Election, which will be held on Tuesday, June 28, 2022, a referendum question must be submitted to DuPage County by March 21, 2022. After that, the General Election is on Tuesday, November 8, 2022.

Please let me know if you have any questions.

ORDINANCE NO. 21-O-0027

**AN ORDINANCE PERMITTING VIDEO GAMING
IN THE CITY OF WEST CHICAGO, DUPAGE COUNTY, ILLINOIS
AND PROVIDING REGULATIONS THEREFORE**

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 pursuant to Article VII, Sec. 6, of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/1-2-1, provides that the corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper; and

WHEREAS, the City Council of the City (hereinafter referred to as the “City Council”) is the corporate authority for the City and is authorized by law to exercise all powers provided for thereby and to control the affairs of the City; and

WHEREAS, the Illinois Video Gaming Act, 230 ILCS 40/1, *et seq.*, regulates the operation, licensing, and administration of video gaming in the State of Illinois; and

WHEREAS, the Illinois Video Gaming Act, 230 ILCS 40/27, empowers the City to pass an ordinance prohibiting video gaming within its corporate limits; and

WHEREAS, pursuant to the authority granted it, on November 16, 2009, the City Council adopted Ordinance No. 09-O-0061 to prohibit video gaming within the corporate limits of the City; and

WHEREAS, in response to requests from local business owners for reconsideration of the prohibition to allow them to be competitive with businesses in neighboring communities which are able to offer video gaming, the Public Affairs Committee directed staff to address the issue for the reconsideration of the City Council; and

WHEREAS, in conjunction with this purpose, the City Council is authorized, pursuant to the Illinois Liquor Control Act of 1934, 235 ILCS 5/4-1, to establish regulations and restrictions upon the issuance of and operation under local licenses for sale at retail of alcoholic liquor not inconsistent with the Illinois Liquor Control Act as the public good and convenience may require; and

WHEREAS, the City Council has determined that it is advisable, necessary and in the best interests of the City to regulate, consistent with the Illinois Video Gaming Act and its local liquor licensing authority, the location and operation of video gaming establishments having video terminals within the City.

NOW, THEREFORE, be it ordained, by the City Council of West Chicago as follows:

Section 1. The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

Section 2. Chapter 9, LICENSES, PERMITS AND BUSINESS REGULATIONS, Article XXVII VIDEO GAMING PROHIBITED, is hereby repealed in its entirety to be replaced in its entirety with the new Article XXVII VIDEO GAMING REGULATIONS adopted hereby.

Section 3. Chapter 9, LICENSES, PERMITS AND BUSINESS REGULATIONS, Article XXVII "VIDEO GAMING" is hereby adopted:

Article XXVII. Video Gaming.

Sec. 9-730. - Authorization.

Video gaming terminals, as defined herein, may be located, possessed, maintained, and otherwise operated in video gaming establishments as licensed by the city, pursuant to the terms, conditions and regulations of this Article and pursuant to the provisions of the Illinois Video Gaming Act, 230 ILCS 40/1, *et seq.*, as may be amended.

Video gaming shall be prohibited in video gaming cafes and licensed truck stops.

Sec. 9-731. – Definitions.

- (a) *Licensed Establishment* means any business licensed by the State of Illinois to have or operate a video gaming device in the city, including any licensed fraternal establishment, licensed veterans establishment, as those terms are defined in the Video Gaming Act, 230 ILCS 40/5.
- (b) *Video gaming* means the ownership, placement, maintenance, operation or use of a video gaming terminal in a location as defined by the Video Gaming Act, 230 ILCS 40/1 *et seq.*, as may be amended, and by this Article.
- (c) *Video Gaming Act* means the Illinois Video Gaming Act, 230 ILCS 40/1, *et seq.* as may be amended.
- (d) *Video gaming café* means an establishment whose primary purpose or major focus is video gaming and the service of alcohol.
- (e) *Video gaming terminal* means any electronic video game machine that upon insertion of cash, is available to play or simulate the play of

a video game, including but not limited to, video poker, line up and blackjack, as authorized by the Illinois Video Gaming Act utilizing a video display and microprocessors in which the player may receive free games or credits that can be redeemed for cash. The term does not include a machine that directly dispenses coins, cash or tokens or is for amusement purposes only.

Sec. 9-732. – Administration of Article.

- (a) The local liquor control commissioner shall be charged with the administration of this Article. All video gaming establishment licenses shall be issued by the local liquor control commissioner.
- (b) The local liquor control commissioner shall have the following powers, functions and duties relative to administration of this Article:
 - (1) To grant a video gaming establishment license when the application filed for same is deemed complete and there is nothing set forth in the application which would result in denial under State law or interpretation of local code provisions.
 - (2) To suspend for a period of not to exceed thirty (30) days, or revoke for cause, in accordance with the provisions of this Article and of Chapter 3 of this code where appropriate, a video gaming establishment license.
 - (3) To enter or to authorize any police officer to enter at any time upon any video gaming establishment licensed hereunder, to determine whether any of the provisions of this Article or any rules or regulations issued hereunder have been or are being violated, and at the time of such entry, to examine such premises in connection therewith.
 - (4) To receive complaints from any person that any of the provisions of this Article, or any rules or regulations issued hereunder have been or are being violated and to act upon such complaints in the manner hereafter approved.
 - (5) To deny any application for the issuance or renewal of a video gaming establishment license to an applicant upon determination to be ineligible therefor.
 - (6) To examine or cause to be examined under oath any applicant for a video gaming establishment license or for a renewal thereof, or any licensee upon whom notice of revocation or suspension have been served in the manner hereinafter provided, and to examine or cause to

be examined, the books and records of any such applicant or licensee; to hear testimony in the performance of his duties and for such purpose to issue subpoenas which shall be effective for the purpose of obtaining any of the information desired by the local liquor control commissioner under this Section, and to authorize an agent to act for such purpose.

Sec. 9-733. - Video Gaming Establishment License Required.

- (a) No person, either as owner, lessee, manager, officer or agent, or in any other capacity, shall operate or permit to be operated any video gaming terminal, as defined herein, at any premises within the city without first having obtained a video gaming establishment license from the city. The license provided for in this Article shall permit a licensee to operate video gaming terminals at the specified establishment.
- (b) No applicant, including any person, either as owner, lessee, manager, officer or agent, shall be eligible for a video gaming establishment license from the city, nor shall an existing license holder be entitled to maintain a video gaming establishment license, unless each of the following requirements are met and continue to be met:
 - (1) Establishments eligible for a video gaming establishment license, which shall be deemed a Class J license from the city are limited to those which are licensed for on-premises consumption of alcoholic liquor and hold a valid Class A-1, A-2, A-3, B-4, E-1, E-3 or F license.
 - (2) The applicant holds the appropriate certificate or license from the State of Illinois permitting video gaming and is in good standing with same.
 - (3) The establishment has been in operation at the location for a minimum of twelve (12) continuous months at the time the application is filed.
 - (4) The establishment must maintain customer seating outside of the gaming area but within the establishment at a ratio of at least five seats for each permitted video gaming terminal.
 - (5) The applicant is not in arrears in any tax, fine, fee or bill due to the city or State of Illinois, or where the applicant has been found liable being in violation of any provision of this code.

(6) The applicant has completed and complies with all the application requirements set forth in Sec. 9-737 of this Article and is not disqualified due to a felony, gambling offense, or crime of moral turpitude.

(7) The establishment is located outside of a residential zoning district and is in compliance with the requirements of the Illinois Video Gaming Act, 230 ILCS 40/25(h).

- (c) There shall be no more than six (6) video gaming terminals allowed and permits issued therefore under this Article for each licensee at any one location.
- (d) A video gaming establishment license is purely a personal privilege and does not constitute a property right, nor is the license transferable. No expectation of the continuance of a video gaming establishment license is a property right.

Sec. 9-734. - Maximum Video Gaming Establishment Licenses/Terminals.

No more than one video game establishment license shall be issued and in force at any one time for each licensed establishment and not more than six (6) video gaming terminals may be located, maintained or operated in any one licensed video gaming establishment.

Sec. 9-735. – Advertising.

An establishment which has secured a video game establishment license is specifically prohibited from advertising the availability of video gaming in the establishment and in any street, alley, right of way or public place within the city. Also prohibited are banners, flags and other forms of advertisement on public or private property.

Sec. 9-736. – Regulations.

All video gaming establishments operating a video gaming terminal on the licensed premises within the city must comply with all regulations set forth in the Illinois Video Gaming Act, and those set forth in this Article.

Sec. 9-737. - License Application Requirements

Each applicant seeking a video gaming establishment license shall submit to a background investigation. Further, the license applicant shall provide the following information to the city on a form provided by the city:

- (a) The legal name of the establishment;

- (b) The business name of the establishment;
- (c) The address of the establishment where the video gaming terminals are to be located;
- (d) The type of establishment and supporting documentation demonstrating the classification;
- (e) A floor plan, drawn to scale using a computer, detailing the overall layout of the establishment, including the location and count of dining seating, the location and count of video gaming terminals and seating for said terminals, and other significant features of the establishment, including exit locations, restrooms and other equipment. Video gaming terminals shall be placed in an area segregated by some visible means (wall, roping, railing, *etc.*) from the principal use of the establishment. A high-resolution electronic copy of the floor plan as well as a paper printed copy (no smaller than 11 inches by 17 inches) shall be submitted at the time of application; hand-drawn floor plans and floor plans not including a scale will not be accepted;
- (f) The amount of time the establishment has been in business under the ownership of the applicant at the location where video gaming is proposed to take place;
- (g) The business office address of the establishment if different from the address of the establishment;
- (h) In the case of a corporation, limited liability company or trust, the name and address of an agent authorized and designated to accept service on behalf of the licensee;
- (i) A phone number for the establishment;
- (j) An e-mail address for the establishment;
- (k) The name and address of every person owning more than a 5% share of the establishment;
- (l) The name, address, phone number and e-mail address of any terminal operator or distributor proposed to own, service or maintain video gaming terminals at the establishment;
- (m) A copy of the establishment's State of Illinois video gaming license;

- (n) In the case of a corporation, limited liability company or partnership, a copy of the establishment's state certificate of good standing;
- (o) A statement as to the number of video gaming terminals which the establishment proposes to have on its premises (not to exceed six for all establishments);
- (p) A statement that the establishment is not in arrears in any tax, fee or bill due to the city or State of Illinois;
- (q) A statement that the establishment agrees to abide by all state and federal laws and any local ordinance;
- (r) A statement that no manager or owner with more than 5% interest in the establishment has ever been convicted of a felony, a gambling offense or a crime of moral turpitude. In the event that an establishment cannot provide such statement, the establishment may apply for a certificate of rehabilitation from the Local Liquor Control Commissioner indicating that the individual who would disqualify the establishment from obtaining the video gaming license has been rehabilitated and is no longer a threat to violate the law. The Local Liquor Control Commissioner may consider the nature of the offense, the length of time since the offense, the length of time since release from custody and other factors to determine if the individual has been rehabilitated such that he or she is no longer likely to commit another offense;

Sec. 9-738. - Application Filing; Renewals.

- (a) Applications shall be processed by the City Clerk or her designee on a first come, first served basis. Every application shall be date and time stamped upon filing. An application received in the mail shall be considered filed on the date and time it is opened by the City Clerk or her designee.
- (b) The annual license year shall be from January 1 through December 31.
- (b) Every video gaming establishment license holder shall be required to file a renewal application, which may contain the same or similar information as set forth in Sec. 9-737. Renewal applications shall be due on December 1 of every calendar year. An additional fee of \$50 shall be assessed for every week a renewal application is made following December 1.

Sec. 9-739. – Video Gaming Establishment License Fees.

An annual license fee of \$1,000 per terminal shall be assessed, with the owner of the establishment to pay \$250.00 per terminal, and the operator(s) of the terminal to pay the remaining \$750.00 per terminal. The annual fee must be paid at the time of submission of the application for video gaming establishment license, and annually thereafter. There is no proration of the fee granted for any partial year of operation, and no refunds or partial refunds of annual fees shall be given in the event the licensee ceases operating any or all video gaming terminals or in the event a video gaming terminal fails to operate.

Sec. 9-740. - License Revocation or Suspension.

The local liquor control commissioner, at any time, may notify any licensee under this Article within five (5) business days of any charge of a violation of any of the provisions of this Article in connection with the operation of any video gaming terminal. After a hearing presided over by the local liquor control commissioner, the local liquor control commissioner may order the revocation of the license upon a finding that the violation has occurred, and the license shall thereupon be terminated. The licensee may appeal the revocation as prescribed in Chapter 3, Sec. 3.34. In the event of the revocation or denial of any license or registration under this Section, such person shall not be issued any license provided for in this Article for one calendar year following the revocation or any appeal thereof.

Notice of a violation shall identify the specific violations and state that unless they are corrected within the time specified in the notice, the licensee shall be cited and its license may be suspended. Notice pursuant to this section may be sent by:

- (a) First class mail or by overnight or two-day commercial delivery service at the establishment address as it appeared on its application;
- (b) Personal service;
- (c) Posting upon the property that is the site of the alleged violation(s); or
- (d) Any other means permitted by law for service of civil summons.

Sec. 9-741. – Fines, Penalty.

A finding of a violation of the regulations set forth in this Article shall result in imposition of the following fines:

- (a) First offense in a twelve-month period: 72-hour video gaming terminal license suspension and a \$1,000 fine;

- (b) Second offense in a twelve-month period: 72-hour video gaming terminal license suspension and a \$1,500 fine; and
- (c) Third offense in a twelve-month period: revocation of video gaming terminal license and a \$2,000 fine.

A separate offense shall be deemed to have been committed on each day during which a violation occurs or continues. In addition to the foregoing penalties, any individual, firm, sole proprietor, association, partnership, corporation, trust or any other legal entity who shall violate any provision of this article shall be subject to the general penalty provisions as provided for in chapter 1, Sec. 1-8 of this code.

Section 3: This Ordinance shall allow video gaming to occur in the City commencing January 1, 2022 for those establishments which have filed applications by the date and under the terms set forth herein, and have been granted a license to operate.

Section 4: All ordinances and resolutions or parts thereof, in conflict with this provision of this Ordinance are hereby expressly repealed.

Section 5: If any section, paragraph, or provision of this Ordinance, or the application hereof, is held unconstitutional or otherwise invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph, or provision shall not affect other provisions of this Ordinance or any other City ordinance, resolution, or provision of the West Chicago Municipal Code that can be given effect without the unconstitutional or invalid Section, paragraph, or provision. Any unconstitutional or invalid section, paragraph, provision, or application hereof, is severable.

Section 6: That this Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

PASSED THIS 18th day of October, 2021.

Alderman J. Beifuss _____
Alderman J. Sheahan _____
Alderman A. Hallett _____
Alderman M. Birch-Ferguson _____
Alderman C. Swiatek _____
Alderman R. Stout _____
Alderman J. Morano _____

Alderman L. Chassee _____
Alderman H. Brown _____
Alderman C. Dettmann _____
Alderman S. Dimas _____
Alderman M. Garling _____
Alderman J. Short _____
Alderman J. Jakabcsin _____

APPROVED as to form: _____
City Attorney

APPROVED this 18th day of October, 2021.

ATTEST:

Ruben Pineda, Mayor

Nancy M. Smith, City Clerk

PUBLISHED: _____

ORDINANCE NO. 21-O-0028

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF
THE CITY OF WEST CHICAGO, CHAPTER 3, ALCOHOLIC BEVERAGES
TO PROVIDE FOR LICENSING OF VIDEO GAMING ESTABLISHMENT
WHERE ALCOHOL IS PERMITTED**

WHEREAS, the City of West Chicago is a home rule unit under Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, subject to said section, a home rule unit of government may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals, and welfare, including the retail sales and distribution of alcoholic beverages; and

WHEREAS, further the Illinois Liquor Control Act of 1934, 235 ILCS 5/4-1 *et seq.* (hereinafter the "Act") authorizes municipalities to license, control, and restrict the sales of alcoholic beverages within their boundaries; and

WHEREAS, specifically, Section 4-4 of the Act provides, in part, that each Local Liquor Control Commissioner shall have the power "[t]o grant and or suspend for not more than thirty days . . . all local liquor licenses within his jurisdiction"; and

WHEREAS, the City Council has, on this same date, adopted an Ordinance permitting Video Gaming within the corporate limits of the City, and in connection therewith, the City Council deems it necessary to amend City regulations regarding liquor sales in the City.

NOW, THEREFORE, be it ordained, by the City Council of West Chicago as follows:

Section 1. The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

Section 2. That Chapter 3 ALOCOHOLIC BEVERAGES of the Code of Ordinances of the City of West Chicago is hereby amended as follows:

...

Sec. 3-2. – Definitions

...

Video Gaming Establishment shall mean a place where Video Gaming as defined in Chapter 9, Article XXVII is permitted by license issued by the City.

...

Sec. 3-10. Classifications.

...

(j) *Video Gaming – Class J.*

Class J license shall authorize a holder of a Class A-1, A-2, A-3, B-4, E-1, E-3 and F, to the extent said license has been held for a period of no less than twelve (12) months, to offer video gaming on the licensed premises. Video gaming on any premises licensed Class A-1, A-2, A-3, B-4, E-1, E-3 or F is prohibited unless a Class J license shall have been issued in addition therefor. The local liquor control commissioner of the city shall require the applicant for a Class J license to first apply for a video gaming establishment license and may require that the licensee provide reasonable security measures related to the operation thereof. The local liquor commissioner may suspend or revoke a Class J license for cause, without action being taken against any other license. However, a Class J license shall expire, terminate, or be revoked or suspended simultaneously, without taking any action, with the expiration, termination, suspension, or revocation of the associated Class A-1, A-2, A-3, B-4, E-1, E-3 or F license.

...

Sec. 3-12.-Records; number of licenses.

...

Class J ... An amount equal to the number of video gaming establishment licenses issued by the local liquor control commissioner.

Section 4. That if any section or provision of this Ordinance is construed to be invalid or void, the remaining sections or provisions shall remain in full force an effect thereafter.

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

PASSED THIS 18th day of October, 2021.

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

APPROVED as to form: _____
City Attorney

APPROVED this 18th day of October, 2021.

Ruben Pineda, Mayor

ATTEST:

Nancy M. Smith, City Clerk

PUBLISHED: _____