



WHERE HISTORY & PROGRESS MEET

DEVELOPMENT COMMITTEE

**Monday, September 9, 2019
7:00 P.M. - Council Chambers**

AGENDA

1. Call to Order, Roll Call, and Establishment of a Quorum
2. Approval of Minutes
 - A. August 12, 2019
3. Public Participation
4. Items for Consent
5. Items for Discussion
 - A. **191 West North Avenue** – Amendment to the Final PUD for the Shoppes of West Chicago to allow the sharing of parking within the development to accommodate a proposed banquet facility.
 - B. **207 Main Street** – Consideration of a Resolution authorizing award of a façade grant in the amount of \$950.00.
 - C. **111-115 Galena Street** – Consideration of a Resolution authorizing award of a façade grant in the amount of \$12,268.00.
 - D. **136 West Washington Street** – Consideration of a Resolution authorizing award of a façade grant in the amount of \$16,782.00.
 - E. **124 West Stimmel Street** – Plat of Easement for Storm Sewer and Drainage
 - F. **Recreational Marijuana Dispensary and Cultivation Center Land Uses** – Discussion on the parameters for allowing land uses known as Recreational Marijuana Dispensary and Recreational Marijuana Cultivation Center.
 - G. **McAuley School Conveyance** – Discussion on whether the City should acquire the school for eventual resale to the West Chicago Historical Society.
6. Unfinished Business

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

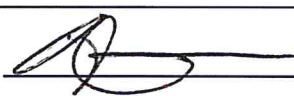
7. New Business
8. Reports from Staff
9. Adjournment

CITY OF WEST CHICAGO

DEVELOPMENT COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Amendment to the Final PUD at 191 West North Avenue to allow two or more uses to share required parking within the Shoppes of West Chicago to accommodate a proposed banquet facility

AGENDA ITEM NUMBER: 5.A.**FILE NUMBER:** _____**COMMITTEE AGENDA DATE:** Sept. 9, 2019**COUNCIL AGENDA DATE:** _____**STAFF REVIEW:** Tom Dabareiner, AICP**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael Guttman**SIGNATURE** _____**ITEM SUMMARY:**

At the August 12, 2019 Development Committee meeting, members tabled this item to allow Staff to meet with the petitioner to gain a firmer understanding of what is being proposed because the hours of operation had changed from their original proposal, along with the tenant make-up for the property.

During that meeting, Staff learned the following:

- The banquet facility location has changed within the shopping center. It now would occupy Units 6 and 7, a slightly smaller combination than Units 5 and 6, which was the location first proposed. The net change in parking demand is a decrease of one space.
- The desired hours of operation have increased. Instead of weekend evenings from 6pm to midnight, the petitioner seeks 5pm to midnight Monday through Friday and 10am to midnight on Saturday and Sunday.
- A new tenant, State Farm Insurance, has signed a lease for Unit 5. Its operating hours are anticipated to be 9am to 5pm, Monday through Friday.
- The two other tenants have the following operating hours: Pampered Pup, a dog groomer, (Unit 8), 9am to 5pm, Monday through Friday, and 9am to 3pm on Saturday; ChanceLight, a behavioral health, therapy and educational use, (Units 1-4), 8am to 2:30pm, Monday through Friday.

As stated in the original Staff Report, while the current mix of tenants and their operating hours pose little concern with the addition of a banquet facility, the tenant mix and operating hours could change, presenting challenges for parking. Effectively, the proposed banquet hall hours constrains the potential for expanded hours for the Pampered Pup and other tenants. Also, should the ChanceLight lease end, for example, and a restaurant show interest in just two of their four units, the evening parking availability could become quickly exhausted. Where parking demand exceeds supply, drivers begin to park illegally or unsafely by using driveway aisles or neighboring parking lots, in addition to using the parking stalls intended to benefit other businesses in the same shopping center.

The text of the original Staff Report follows, however the recommendation is modified somewhat. Should the Development Committee wish to recommend approval of the Final PUD amendment request to allow shared parking, Staff recommends adding a condition to limit the banquet hall hours to 5pm to midnight Monday through Friday and 10am to midnight on Saturday and Sunday. Staff will draft an ordinance based on the Committee's recommendation.

+ + +

The Shoppes of West Chicago ("Shoppes") is a 12,093 square foot mixed-use commercial building located on 1.5 acres on the north side of North Avenue, west of Neltnor. The Shoppes received its PUD approval in 2005, was designed with eight suites of various sizes, and currently contains two tenants. The petitioner seeks to amend the Final PUD for the Shoppes to allow for shared parking within the development to accommodate a proposed banquet facility.

Two factors come into play when considering shared parking: (1) the number of available stalls, and (2) the timing of the use of those stalls. Where parking demand exceeds supply, drivers begin to park illegally or unsafely by using driveway aisles or neighboring parking lots, in addition to using the parking stalls intended to benefit other businesses in the same shopping center.

Regarding the number of parking stalls, the Shoppes offers 58 total stalls. With the addition of a banquet facility, total demand reaches 66 parking stalls, assuming the Shoppes is fully occupied. This is because banquet facilities have a higher parking demand than do typical shopping centers. The net result is a parking deficit of 8 stalls.

The timing of the use of parking stalls is another factor. The petitioner indicates they will hold banquets on weekend evenings only, outside the operating hours of the existing tenants. Consequently, the banquet facility, which requires 29 spaces, may operate without causing parking issues. However, future tenant hours cannot be predicted, especially at full occupancy, and future peak parking demand times could present significant conflicts.

The Plan Commission/ZBA reviewed the proposed amendment at its meeting held August 6, 2019 and members failed to generate a recommendation by their vote of 3-1, as four votes in favor or against would be needed. Of those voting in favor, while there was agreement on the potential problems associated with a lack of adequate parking, the consensus was it was better to have the space leased.

Staff believes the potential problems associated with allowing the banquet facility outweigh any short-term benefits. The essence of planning, which relies on zoning as its primary enforcement tool, is to avoid future problems by acting wisely today. Staff therefore opposes allowing the shared parking arrangement with the banquet facility.

The failure to obtain a minimum of four votes means a supermajority of the City Council will be required for an approval. Should the Council wish to support the banquet facility's request for shared parking, Staff requests that a condition to any approval be added to limit the banquet hall's operating hours to weekend evenings only from 6:00PM to midnight, as had been indicated by the petitioner.

ACTION PROPOSED:

Because there is no official recommendation that came out of Plan Commission/ZBA, a draft ordinance will be prepared for City Council based on the discussion from Development Committee.

COMMITTEE RECOMMENDATION:

CITY OF WEST CHICAGO

DEVELOPMENT COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Downtown Façade Grant Program Agreement
207 Main Street
Maria Mercedes Arroyo Gonzalez

Resolution No. 19-R-0041

AGENDA ITEM NUMBER:5.B.**FILE NUMBER:****COMMITTEE AGENDA DATE:** Sept. 9, 2019**COUNCIL AGENDA DATE:****STAFF REVIEW:** Tom Dabareiner, AICP**SIGNATURE****CITY ADMINISTRATOR REVIEW:** Michael Guttman**SIGNATURE**

ITEM SUMMARY:

Maria Mercedes Arroyo Gonzalez, property owner of the building at 207 Main Street, has requested Façade Grant Program funding for the purpose of replacing the two existing awnings above the building's main entrance and above the picture windows along the Main Street frontage. The proposed improvements are eligible improvements under the Program's guidelines and complies with the City's Building and Zoning Code regulations.

Maria Mercedes Arroyo Gonzalez submitted three estimates for the garage door replacement, as required: 1) Great Lakes Awnings for \$1,900.00; 2) Signarama for \$3,726.01; and 3) Elgin Printing Solutions for \$6,225.00. The City's contribution is typically 50% of the lowest estimated cost(s), which in this instance is \$950.00. A copy of the Agreement is attached as Exhibit A of the attached Resolution.

The funding for the Program comes from the downtown T.I.F. district, if sufficient funding is available for the Program. City staff determined that there are sufficient funds available to reimburse up to \$950.00 to Maria Mercedes Arroyo Gonzalez for the successful replacement of the aforementioned awnings per the Program's guidelines.

ACTIONS PROPOSED:

Consideration of a Resolution authorizing the Mayor to execute a certain Downtown Façade Grant Program Agreement in an amount not to exceed \$950.00 to Maria Mercedes Arroyo Gonzalez to replace the two existing awnings at 207 Main Street.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 2019-R-0041

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A CERTAIN DOWNTOWN FAÇADE GRANT PROGRAM AGREEMENT -
MARIA MERCEDES ARROYO GONZALEZ – 207 MAIN STREET**

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 Downtown Façade Grant Program Agreement by and between Maria Mercedes Arroyo Gonzalez and the City of West Chicago, a copy of which is attached hereto and incorporated herein as Exhibit “A”.

APPROVED this 16th day of September, 2019.

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

City Clerk Nancy M. Smith

Exhibit A to Resolution 2019-R-0041

DOWNTOWN REHABILITATION FACADE PROGRAM AGREEMENT

This DOWNTOWN REHABILITATION FACADE PROGRAM AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of September, 2019, by and between the City of West Chicago, DuPage County, Illinois, an Illinois municipal corporation (hereinafter referred to as the "CITY") and Maria Mercedes Arroyo Gonzalez, (hereinafter referred to as the "APPLICANT") (the CITY and the APPLICANT are hereinafter collectively referred to as the "PARTIES");

WITNESSETH:

WHEREAS, the APPLICANT is the owner of certain real property located at 207 Main Street, in West Chicago, (hereinafter referred to as the "SUBJECT REALTY") and legally described on Exhibit "A", which is attached hereto and incorporated herein; and,

WHEREAS, the SUBJECT REALTY is located within the CITY'S Downtown Redevelopment Project Area (hereinafter referred to as the "AREA"), duly established pursuant to the Tax Increment Allocation Redevelopment Act (hereinafter referred to as the "ACT"), 65 ILCS 5/11-74.4-1 et seq.; and,

WHEREAS, Chapter 4, Article V of the CITY'S Code of Ordinances establishes specific rules and regulations with respect to the alteration of historic structures in the AREA; and,

WHEREAS, Chapter 4 Article VI of the CITY'S Code of Ordinances establishes a facade program (hereinafter referred to as the "PROGRAM") whereby the CITY may make financial contributions toward the cost of certain exterior improvements with respect to commercial structures located within the AREA; and,

WHEREAS, the SUBJECT REALTY is improved with a commercial structure upon which the APPLICANT proposes to complete certain exterior improvements (hereinafter referred to as the "IMPROVEMENTS"), as detailed and depicted on the improvement plans and specifications (hereinafter referred to as the "PLANS"), which are attached hereto and incorporated herein as Exhibit "B"; and,

WHEREAS, the APPLICANT has applied, pursuant to the PROGRAM, for a financial contribution from the CITY toward the cost of the IMPROVEMENTS as detailed and depicted on the PLANS; and,

WHEREAS, the CITY has determined that it would further the achievement of the objectives of the AREA for the commercial structure located upon the SUBJECT REALTY to be improved as provided for on the PLANS and that said IMPROVEMENTS would qualify for financial contributions from the CITY pursuant to the PROGRAM; and,

WHEREAS, the CITY desires the IMPROVEMENTS be completed on the SUBJECT REALTY and agrees to financially contribute toward such IMPROVEMENTS based on the terms and conditions of this AGREEMENT and the PROGRAM; and,

WHEREAS, the APPLICANT desires to complete the IMPROVEMENTS in accordance with the terms and conditions of this AGREEMENT and the PROGRAM and desires to receive a financial contribution from the CITY for the completion of said IMPROVEMENTS.

WHEREAS, on July 23, 2019 the CITY'S Historical Preservation Commission approved Certificates of Appropriateness No. 19-08 for the IMPROVEMENTS.

NOW, THEREFORE, in consideration of the foregoing premises and in further consideration of the mutual covenants, conditions and agreements herein contained, the PARTIES hereto agree as follows:

ARTICLE I
INCORPORATION OF RECITALS

The PARTIES hereby confirm and admit the truth and validity of the representations and recitations set forth in the foregoing recitals. The PARTIES further acknowledge that the same are material to this AGREEMENT and are hereby incorporated into and made a part of this AGREEMENT as though they were fully set forth in this Article I and the same shall continue for so long as this AGREEMENT is of force and effect.

ARTICLE II
AUTHORITY

This AGREEMENT is made and entered into by the PARTIES pursuant to and in accordance with the provisions of the ACT.

ARTICLE III
IMPROVEMENTS TO THE SUBJECT REALTY

The APPLICANT shall complete the IMPROVEMENTS on the SUBJECT REALTY in accordance with the terms and conditions of this AGREEMENT and in full compliance with all applicable codes, ordinances, rules, regulations, permits and any conditions attached thereto, whether imposed by the CITY or any other unit of local government or any Federal, State or governmental agency having jurisdiction over the SUBJECT REALTY or any portion thereof, and shall complete the IMPROVEMENTS in a good and workmanlike manner.

The APPLICANT shall furnish, or cause to be furnished, at his own expense, all the necessary materials, labor and equipment to complete the IMPROVEMENTS in accordance with the PLANS. The IMPROVEMENTS shall be subject to inspection by, and approval of, the CITY.

The APPLICANT shall pay to the CITY all plan review, inspection and other fees, prior to the issuance of any required building permits for the IMPROVEMENTS on the SUBJECT REALTY, as required by the CITY'S Code of Ordinances.

The APPLICANT shall complete the IMPROVEMENTS within twelve (12) months of the issuance of the building permit by the CITY for such IMPROVEMENTS. If the APPLICANT fails to complete the IMPROVEMENTS within the established timeframe the CITY may rescind the financial contribution agreed upon herein in this AGREEMENT.

ARTICLE IV
REDEVELOPMENT OF THE SUBJECT REALTY

Upon the APPLICANT'S completion of the IMPROVEMENTS on the SUBJECT REALTY as provided hereinabove, the APPLICANT shall give notice of completion to the CITY, and shall provide the CITY with all receipts, sworn contractor statements and lien waivers (hereinafter referred to as the "DOCUMENTATION") showing that all persons who have done work, or have furnished materials with respect to the IMPROVEMENTS, and might be entitled to a

lien therefore under any laws of the State of Illinois, have been paid in full for their work and are no longer entitled to such lien. The CITY shall inspect the IMPROVEMENTS as soon as practicable after receipt of the DOCUMENTATION, and if the IMPROVEMENTS are found to be in full compliance with the terms of this AGREEMENT and all applicable codes, ordinances, rules, regulations, permits and conditions as provided hereinabove, the CITY shall issue a final inspection report approving the IMPROVEMENTS. The City Council, following the issuance of said final inspection report and receipt of all of the required DOCUMENTATION, shall authorize payment of the CITY'S financial contribution toward the IMPROVEMENTS pursuant to the PROGRAM in an amount equal to the lesser of Nine Hundred and Fifty Dollars and zero cents (\$950.00), or one half of the amount actually paid by the APPLICANT for the IMPROVEMENTS, as indicated on the DOCUMENTATION submitted to the CITY, whichever is less.

ARTICLE V TIME

Time is of the essence under this AGREEMENT and all time limits set forth herein shall be mandatory and shall not be waived except by a lawfully authorized and executed written waiver amendment to this AGREEMENT by the PARTIES excusing such timely performance.

ARTICLE VI AMENDMENTS

This AGREEMENT sets forth all the promises, inducements, agreements, conditions and undertakings between the APPLICANT and the CITY relative to the IMPROVEMENTS identified herein this AGREEMENT, and there shall be no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than as herein set forth. No subsequent alteration, amendment, change or addition to this AGREEMENT shall be binding upon the PARTIES hereto unless authorized in accordance with the law and reduced in writing and signed by the PARTIES. However, whenever under the provisions of this AGREEMENT any notice or consent of the CITY or the APPLICANT is required, or the CITY or the APPLICANT is required to agree or to take some action at the request of the other, such approval or such consent of such request shall be given for the CITY, unless otherwise provided herein, by the Mayor or his designee and for the APPLICANT by the APPLICANT or any agent as the APPLICANT so authorizes.

ARTICLE VII NOTICES

All notices and requests required pursuant to this AGREEMENT shall be sent by certified mail as follows:

To the APPLICANT:	Maria Mercedes Arroyo Gonzalez
	207 Main Street
	West Chicago, IL 60185

To the CITY:

City of West Chicago
475 Main Street
West Chicago, Illinois 60185

or at such other addresses as either of the PARTIES may indicate in writing to the other either by personal delivery or by certified or registered mail, return receipt requested, with proof of delivery thereof.

ARTICLE VIII
GOVERNING LAWS

This AGREEMENT shall be construed and enforced in accordance with the laws of the State of Illinois.

ARTICLE IX
COUNTERPARTS

This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals on the date first above written.

CITY OF WEST CHICAGO, an Illinois
Municipal Corporation,

By: _____
Mayor Ruben Pineda

ATTEST: _____
City Clerk Nancy M. Smith

By: _____
Maria Mercedes Arroyo Gonzalez

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

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ruben Pineda, Mayor of the City of West Chicago, and Nancy M. Smith, City Clerk, personally known to me to be the same persons whose names are set forth on the foregoing instrument as such Mayor and City Clerk respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth; and the said City Clerk then and there acknowledged that she, as custodian of the corporate seal of said City, did affix the corporate seal of said City to said instrument, as her own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2019.

Notary Public

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

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that Maria Mercedes Arroyo Gonzalez, personally known to me to be the
same person whose name is set forth on the foregoing instrument appeared before me this day in
person and acknowledged that he signed and delivered the said instrument as his own free and
voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2019.

Notary Public

EXHIBIT A

Subject Realty Legal Description

PARCEL 1: THE SOUTHERLY 20.00 FEET, MEASURED ON THE EASTERLY LINE AND ON THE WESTERLY LINE OF THE WESTERLY 1/2, MEASURED ALONG THE NORTHERLY LINE AND ALONG THE SOUTHERLY LINE OF LOT 2 IN BLOCK 3 IN THE TOWN OF JUNCTION, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 9 AND PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 1856 AS DOCUMENT 10634, IN DUPAGE COUNTY, ILLINOIS

PARCEL 2: THAT PART OF LOT 2 IN BLOCK 3 IN THE TOWN OF JUNCTION, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 9 AND PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 39 NORTH RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 1856 AS DOCUMENT 10634, DESCRIBED BY COMMENCING AT A CROSS IN THE CONCRETE AT THE INTERSECTION OF THE EASTERLY LINE OF MAIN STREET AND THE SOUTHERLY LINE OF GALENA STREET; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF MAIN STREET, 68.43 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG THE EASTERLY LINE OF MAIN STREET, 21.57 FEET TO A POINT 20.00 FEET NORTHWESTERLY, MEASURED ALONG THE EASTERLY LINE OF MAIN STREET, FROM THE SOUTHWESTERLY CORNER OF SAID LOT 2; THENCE NORTHEASTERLY PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 2, 75.60 FEET; THENCE NORTHWESTERLY PARALLEL WITH THE EASTERLY LINE OF MAIN STREET, 22.13 FEET; THENCE SOUTHWESTERLY AND PASSING ALONG THE NORTHWESTERLY FACE OF THE BRICK BUILDING LOCATED ON THE PREMISES HEREIN DESCRIBED TO THE POINT OF BEGINNING IN DUPAGE COUNTY, ILLINOIS

P.I.N.: 04-10-109-003 and 04-10-109-004

EXHIBIT B

(Insert PLANS here)



Great Lakes
Awnings
And Canopies, Inc.

Tel: (773) 252-4688 • (773) 447-6405
Fax: (773) 887-5238

2008 N. Lawndale Ave., Chicago, IL 60647
www.GreatLakesAwnings.com
E-mail: GreatLakesAwnings@yahoo.com

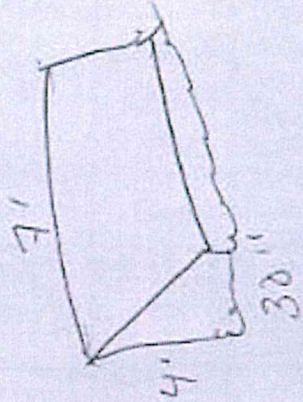
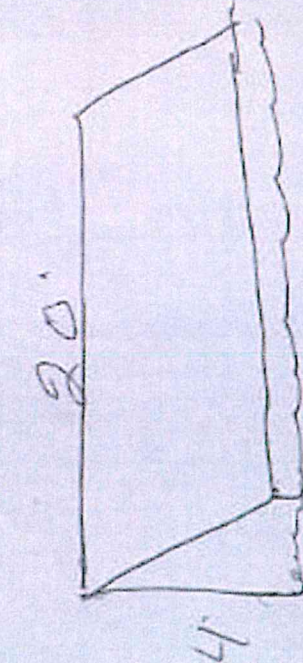
PROPOSAL

ADDRESS: 207 MAIN ST WEST CHICAGO

SUBMITTED TO: NATURAL JUICE CENTER

DATE: 05-29-2019
PHONE: 224-817-0274

ESTIMATE FOR A NEW RECOVER
AWNINGS



PRICE \$1,900.00

INSTALL ON OR ABOUT: 4 WEEKS
JOB SITE: SAME
COMPLETE: ☐ RECOVER: ☒
Other:

Lettering color: ORANGE
Fabric: SUMBRELLA
Awn Color: ORANGE
Customer Name: SR LANCIA
Salesman: HENRY
Notes:

No additions or changes to be made above specifications.

Installation subject to strikes, lockouts or other caused beyond our control. Upon default by buyer in the payment of any installment of the price or in the performance of any agreement of buyer herein Great Lakes Awnings and Canopies, Inc. may, without notice, take possession of said personal property and sell same without notice free and clear of any claim by buyer, and retain any and all payments, made as liquidated damages for the use by buyer and depreciation and for expense to seller of taking possession said personal property.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

DATE: 05-29-2019

Signature: _____

Price	\$ 1,900.00
Tax	
Total	\$ 1,900.00
Deposit	\$ 50.00
C.O.D. Bal.	\$ 50.00



CITY OF WEST CHICAGO
APPLICATION FOR FACADE IMPROVEMENT PROGRAM

COA# 19-08

DATE RECEIVED 5/7/19

BUILDING PERMIT# _____

APPLICANT AND PROPERTY OWNER INFORMATION

APPLICANT'S NAME		
<u>Maria Mercedes Arroyo Gonzalez</u>		
APPLICANT'S ADDRESS		
<u>628 St. John St, Elgin, IL 60129</u>		
APPLICANT'S TELEPHONE NUMBER		
<u>(224) 806-0455</u>		
ARE YOU THE PROPERTY OWNER?	☒ YES	☐ NO
IF SO, OWNERSHIP STATUS	☐ SOLE OWNER	☒ PARTNERSHIP
	☐ CORPORATION	☐ TRUST
ARE YOU THE TENANT?	☐ YES	☒ NO
IF SO, YEARS REMAINING ON LEASE?	_____	
IF YOU ARE NOT THE PROPERTY OWNER, PLEASE PROVIDE:		
OWNER'S NAME _____		
OWNER'S ADDRESS _____		
OWNER'S TELEPHONE NUMBER _____		

PROPERTY INFORMATION

PROPERTY ADDRESS OF PROJECT
<u>207 Main Street, West Chicago, IL 60185</u>
LEGAL DESCRIPTION
<u>See Attached</u>
BUSINESS NAME
<u>Rincon Latino, Inc.</u>
HISTORIC BUILDING NAME

CITY OF WEST CHICAGO
APPLICATION FOR FACADE IMPROVEMENT PROGRAM

PAGE 2

TENANTS	BUSINESS OWNER'S NAME	SQ. FT.	LEASE TERMS
NUMBER OF STORIES <u>2</u> BASEMENT? <u>YES</u> ☒ NO ☒			
ARE THERE DWELLING UNITS ABOVE THE FIRST FLOOR? ☒ YES ☐ NO			
IF YES, NUMBER OF DWELLING UNITS? <u>1</u>			

PROJECT

DESCRIBE YOUR PROJECT

Replace the awnings above the picture windows and front door facing Main Street

CITY OF WEST CHICAGO
APPLICATION FOR FACADE IMPROVEMENT PROGRAM

PAGE 3

FUNDING

AMOUNT OF GRANT REQUEST	\$	950.00
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ITEMIZATION OF THE WORK TO BE PERFORMED TO MAKE THE NECESSARY REPAIRS

DESCRIPTION	ESTIMATED COST
ARCHITECT	\$
AWNINGS	\$
CHIMNEY	\$
CORNICE	\$
DOORS	\$
FASCIA	\$
FLASHING	\$
GUTTERS	\$
LANDSCAPING	\$
LIGHTING	\$
PAINTING	\$
PORCHES/RAILINGS	\$
ROOF	\$
SIGNS	\$
SOFFIT	\$
STAIRS	\$
WALLS	\$
WINDOWS	\$
OTHER	\$
TOTAL	\$ 1,900.00

CIUDAD DE WEST CHICAGO
APLICACION PARA EL PROGRAMA FACHADA DE MEJORAMIENTO

NUMERO DE COA 19-08

FECHA RECIBIDA 5/7/19

NUMERO DE PERMISO DE EDIFICIO _____

INFORMACION DE APLICANTE Y DUEÑO DE PROPIEDAD

NOMBRE DE APLICANTE Ma. Mercedes Arroyo Gonzalez

DIRECCION DE APLICANTE 628 Saint John St. Elgin IL 60120
207 Main St. West Chicago 60185

NUMERO DE TELEFONO DE APLICANTE 224 806 0455

ERES TU EL DUEÑO DE LA PROPIEDAD? ☒ SI ☐ NO

ESTADO LEGAL ☐ DUEÑO UNICO ☒ SOCIO
☐ CORPORACION ☐ TRUST

ERES TU EL INQUILINO? ☐ SI ☒ NO

CUANTOS ANOS QUEDAN EN EL CONTRATO? _____

SI NO ERES EL DUEÑO DE LA PROPIEDAD, POR FAVOR DE DAR:

NOMBRE DE DUEÑO _____

DIRECCIÓN DE DUEÑO _____

NUMERO DE TELEFONO DE DUEÑO _____

INFORMACION DE PROPIEDAD

DIRECCION DE LA PROPIEDAD DE PROYECTO

207 Main St. West Chicago 60185

DESCRIPCION LEGAL

NOMBRE DE NEGOCIO

Rincon Latina Inc

NOMBRE DE EDIFICIO HISTORICO

INQUILINOS NOMBRE DE DUEÑO DE NEGOCIO PIES CUADRADOS TERMINOS DE CONTRATO

NUMERO DE PISOS 2 SOTANO? SI / NO

HAY UNIDADES DE CASA ARRIBA DE EL PRIMER PISO? ✓ SI NO

NUMERO DE UNIDADES DE CASA? 1

PROYECTO

EXPLICA TU PROYECTO

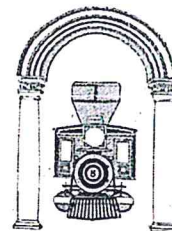
Reemplazar el techo y poner al frente una
Lona nueva o "Toldo"

FUNDING

SUPLICA DE CANTIDAD DE FUNDACION	\$	950 ⁰⁰
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DETALLES DEL TRABAJO PARA HACER LAS REPARACIONES NECESARIAS

DESCRIPCION	COSTO ESTIMADO
ARQUITECTO	\$
TOLDOS ✓	\$ 1900 ⁰⁰
CHIMENEA	\$
CORNISA	\$
PUERTAS	\$
FRENTE	\$
FLASHING	\$
PAISAJE	\$
LUZ	\$
PINTADA	\$
PORTICO/BARANDAS	\$
TECHO ✓	\$
LETREROS	\$
SOFFIT	\$
ESCALERAS	\$
PAREDES	\$
VENTANAS	\$
OTROS	\$
TOTAL	\$ 1900 ⁰⁰



Certificate of Appropriateness Decision

(to be completed by the Historical Preservation Commission)

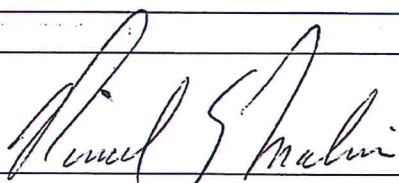
Certificate of Appropriateness # 14-08 is hereby approved, subject to compliance with the documents and notes/comments referenced below, for the property located at 207 Main Street.

By signing below the Applicant agrees that all work will be completed in accordance with the documents and notes/comments referenced below, except for such changes that may be authorized or required by the City in accordance with any regulations set forth by all local, state and federal codes and ordinances. The Applicant further agrees to post a copy of this Decision, if approved, along with a copy of the building permit issued by the City, on the subject property in a place of public view.

Documents:

Notes/Comments:

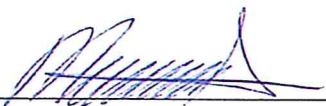
Logo will be located on ~~left~~^{right} awning and on
the left side of the awning on the left
awning.



Historical Preservation Commission President

7/23/14

Date



Applicant (or their representative)

7/23/14

Date

CITY OF WEST CHICAGO

DEVELOPMENT COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Downtown Façade Grant Program Agreement
111-115 Galena Street
Jersey Hurst, LLC

Resolution No. 19-R-0042

AGENDA ITEM NUMBER:5.C.**FILE NUMBER:****COMMITTEE AGENDA DATE:** Sept. 9, 2019**COUNCIL AGENDA DATE:****STAFF REVIEW:** Tom Dabareiner, AICP**SIGNATURE****CITY ADMINISTRATOR REVIEW:** Michael Guttman**SIGNATURE****ITEM SUMMARY:**

Jersey Hurst, LLC, property owner of the building at 111-115 Galena Street, has requested Façade Grant Program funding to replace the two existing garage doors at 113 Galena Street, replace the two picture windows and door at the entrance to 111 Galena Street, and to replace the existing door at 115 Galena Street. The proposed improvements, including garage door replacement at 113 Galena, picture window and door replacement at 111 Galena Street, and door replacement at 115 Galena Street, are eligible improvements under the Program's guidelines and complies with the City's Building and Zoning Code regulations.

Jersey Hurst, LLC has submitted three estimates for the garage door replacement, as required: 1) Illinois Garage Door Repair for \$11,946.00; 2) First Priority Restoration for \$13,870.08; and 3) Towne & Country Colonial, Inc. for \$18,630.00. Three estimates for the repairs to the exterior windows and man-sized doors were also submitted as required: Towne & Country Colonial, Inc. for \$12,590.00; 2) Preferred Window & Door for \$15,795.82; and 3) Woodland Windows & Doors for \$19,768.00. The City's contribution is typically 50% of the lowest estimated cost(s), which in this case is a combined \$24,536.00. While the maximum annual award is \$10,000, applicants are permitted to request up to three (3) years of matching funding at any one time, not to exceed \$30,000, per the Program's guidelines. Under such an award the property shall not be eligible for additional funding during that three (3) year period. Jersey Hurst, LLC., is applying under this exception and requests funding in an amount not to exceed \$12,268.00.

The funding for the Program comes from the downtown T.I.F. district, if sufficient funding is available for the Program. City staff determined that there are sufficient funds available to reimburse up to \$12,268.00 to Jersey Hurst, LLC for the successful completion of the aforementioned projects, to include: garage doors, picture windows, and exterior entrance doors per the Program's guidelines.

It is staff's recommendation that funds not to exceed the amount of \$12,268.00 be awarded to Jersey Hurst, LLC. for the aforementioned improvements to the property at 111-115 Galena Street to replace two existing garage doors at 113 Galena Street, replace the two picture windows and door at the entrance to 111 Galena Street, and to replace the existing door at 115 Galena Street. This award is made with the understanding that the property will not be eligible for additional funding under the program for a three (3) year period to begin on the date of approval of award.

Should the City Council determine that an award should be made in this instance, a Resolution and

CITY OF WEST CHICAGO

Grant Agreement reflecting an amount of \$12,268.00 are attached.

ACTIONS PROPOSED:

Consideration of a Resolution authorizing the Mayor to execute a certain Downtown Façade Grant Program Agreement in the amount not to exceed \$12,268.00 to Jersey Hurst, LLC., to replace two existing garage doors at 113 Galena Street, replace two picture windows and door at the entrance to 111 Galena Street, and to replace the existing door at 115 Galena Street.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 2019-R-0042

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A CERTAIN DOWNTOWN FAÇADE GRANT PROGRAM AGREEMENT -
JERSEY HURST, LLC. – 111-115 GALENA STREET**

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 Downtown Façade Grant Program Agreement by and between Jersey Hurst, LLC. and the City of West Chicago, a copy of which is attached hereto and incorporated herein as Exhibit “A”.

APPROVED this 16th day of September, 2019.

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

City Clerk Nancy M. Smith

Exhibit A to Resolution 2019-R-0042

DOWNTOWN REHABILITATION FACADE PROGRAM AGREEMENT

This DOWNTOWN REHABILITATION FACADE PROGRAM AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of September, 2019, by and between the City of West Chicago, DuPage County, Illinois, an Illinois municipal corporation (hereinafter referred to as the "CITY") and Jersey Hurst, LLC., (hereinafter referred to as the "APPLICANT") (the CITY and the APPLICANT are hereinafter collectively referred to as the "PARTIES");

WITNESSETH:

WHEREAS, the APPLICANT is the owner of certain real property located at 111-115 Galena Street, in West Chicago, (hereinafter referred to as the "SUBJECT REALTY") and legally described on Exhibit "A", which is attached hereto and incorporated herein; and,

WHEREAS, the SUBJECT REALTY is located within the CITY'S Downtown Redevelopment Project Area (hereinafter referred to as the "AREA"), duly established pursuant to the Tax Increment Allocation Redevelopment Act (hereinafter referred to as the "ACT"), 65 ILCS 5/11-74.4-1 et seq.; and,

WHEREAS, Chapter 4, Article V of the CITY'S Code of Ordinances establishes specific rules and regulations with respect to the alteration of historic structures in the AREA; and,

WHEREAS, Chapter 4 Article VI of the CITY'S Code of Ordinances establishes a facade program (hereinafter referred to as the "PROGRAM") whereby the CITY may make financial contributions toward the cost of certain exterior improvements with respect to commercial structures located within the AREA; and,

WHEREAS, the SUBJECT REALTY is improved with a commercial structure upon which the APPLICANT proposes to complete certain exterior improvements (hereinafter referred to as the "IMPROVEMENTS"), as detailed and depicted on the improvement plans and specifications (hereinafter referred to as the "PLANS"), which are attached hereto and incorporated herein as Exhibit "B"; and,

WHEREAS, the APPLICANT has applied, pursuant to the PROGRAM, for a financial contribution from the CITY toward the cost of the IMPROVEMENTS as detailed and depicted on the PLANS; and,

WHEREAS, the CITY has determined that it would further the achievement of the objectives of the AREA for the commercial structure located upon the SUBJECT REALTY to be improved as provided for on the PLANS and that said IMPROVEMENTS would qualify for financial contributions from the CITY pursuant to the PROGRAM; and,

WHEREAS, the CITY desires the IMPROVEMENTS be completed on the SUBJECT REALTY and agrees to financially contribute toward such IMPROVEMENTS based on the terms and conditions of this AGREEMENT and the PROGRAM; and,

WHEREAS, the APPLICANT desires to complete the IMPROVEMENTS in accordance with the terms and conditions of this AGREEMENT and the PROGRAM and desires to receive a financial contribution from the CITY for the completion of said IMPROVEMENTS.

WHEREAS, on July 23, 2019 the CITY'S Historical Preservation Commission approved Certificates of Appropriateness No. 19-09 for the IMPROVEMENTS.

NOW, THEREFORE, in consideration of the foregoing premises and in further consideration of the mutual covenants, conditions and agreements herein contained, the PARTIES hereto agree as follows:

ARTICLE I
INCORPORATION OF RECITALS

The PARTIES hereby confirm and admit the truth and validity of the representations and recitations set forth in the foregoing recitals. The PARTIES further acknowledge that the same are material to this AGREEMENT and are hereby incorporated into and made a part of this AGREEMENT as though they were fully set forth in this Article I and the same shall continue for so long as this AGREEMENT is of force and effect.

ARTICLE II
AUTHORITY

This AGREEMENT is made and entered into by the PARTIES pursuant to and in accordance with the provisions of the ACT.

ARTICLE III
IMPROVEMENTS TO THE SUBJECT REALTY

The APPLICANT shall complete the IMPROVEMENTS on the SUBJECT REALTY in accordance with the terms and conditions of this AGREEMENT and in full compliance with all applicable codes, ordinances, rules, regulations, permits and any conditions attached thereto, whether imposed by the CITY or any other unit of local government or any Federal, State or governmental agency having jurisdiction over the SUBJECT REALTY or any portion thereof, and shall complete the IMPROVEMENTS in a good and workmanlike manner.

The APPLICANT shall furnish, or cause to be furnished, at his own expense, all the necessary materials, labor and equipment to complete the IMPROVEMENTS in accordance with the PLANS. The IMPROVEMENTS shall be subject to inspection by, and approval of, the CITY.

The APPLICANT shall pay to the CITY all plan review, inspection and other fees, prior to the issuance of any required building permits for the IMPROVEMENTS on the SUBJECT REALTY, as required by the CITY'S Code of Ordinances.

The APPLICANT shall complete the IMPROVEMENTS within twelve (12) months of the issuance of the building permit by the CITY for such IMPROVEMENTS. If the APPLICANT fails to complete the IMPROVEMENTS within the established timeframe the CITY may rescind the financial contribution agreed upon herein in this AGREEMENT.

ARTICLE IV
REDEVELOPMENT OF THE SUBJECT REALTY

Upon the APPLICANT'S completion of the IMPROVEMENTS on the SUBJECT REALTY as provided hereinabove, the APPLICANT shall give notice of completion to the CITY, and shall provide the CITY with all receipts, sworn contractor statements and lien waivers (hereinafter referred to as the "DOCUMENTATION") showing that all persons who have done work, or have furnished materials with respect to the IMPROVEMENTS, and might be entitled to a

lien therefore under any laws of the State of Illinois, have been paid in full for their work and are no longer entitled to such lien. The CITY shall inspect the IMPROVEMENTS as soon as practicable after receipt of the DOCUMENTATION, and if the IMPROVEMENTS are found to be in full compliance with the terms of this AGREEMENT and all applicable codes, ordinances, rules, regulations, permits and conditions as provided hereinabove, the CITY shall issue a final inspection report approving the IMPROVEMENTS. The City Council, following the issuance of said final inspection report and receipt of all of the required DOCUMENTATION, shall authorize payment of the CITY'S financial contribution toward the IMPROVEMENTS pursuant to the PROGRAM in an amount equal to the lesser of Twelve Thousand Two Hundred and Sixty Eight Dollars and zero cents (\$12,268.00), or one half of the amount actually paid by the APPLICANT for the IMPROVEMENTS, as indicated on the DOCUMENTATION submitted to the CITY, whichever is less.

ARTICLE V TIME

Time is of the essence under this AGREEMENT and all time limits set forth herein shall be mandatory and shall not be waived except by a lawfully authorized and executed written waiver amendment to this AGREEMENT by the PARTIES excusing such timely performance.

ARTICLE VI AMENDMENTS

This AGREEMENT sets forth all the promises, inducements, agreements, conditions and undertakings between the APPLICANT and the CITY relative to the IMPROVEMENTS identified herein this AGREEMENT, and there shall be no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than as herein set forth. No subsequent alteration, amendment, change or addition to this AGREEMENT shall be binding upon the PARTIES hereto unless authorized in accordance with the law and reduced in writing and signed by the PARTIES. However, whenever under the provisions of this AGREEMENT any notice or consent of the CITY or the APPLICANT is required, or the CITY or the APPLICANT is required to agree or to take some action at the request of the other, such approval or such consent of such request shall be given for the CITY, unless otherwise provided herein, by the Mayor or his designee and for the APPLICANT by the APPLICANT or any agent as the APPLICANT so authorizes.

ARTICLE VII NOTICES

All notices and requests required pursuant to this AGREEMENT shall be sent by certified mail as follows:

To the APPLICANT:	Jersey Hurst, LLC
	111-115 Galena Street
	West Chicago, IL 60185

To the CITY:

City of West Chicago
475 Main Street
West Chicago, Illinois 60185

or at such other addresses as either of the PARTIES may indicate in writing to the other either by personal delivery or by certified or registered mail, return receipt requested, with proof of delivery thereof.

ARTICLE VIII
GOVERNING LAWS

This AGREEMENT shall be construed and enforced in accordance with the laws of the State of Illinois.

ARTICLE IX
COUNTERPARTS

This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals on the date first above written.

CITY OF WEST CHICAGO, an Illinois
Municipal Corporation,

By: _____
Mayor Ruben Pineda

ATTEST: _____
City Clerk Nancy M. Smith

By: _____
Scott Reedy

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

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ruben Pineda, Mayor of the City of West Chicago, and Nancy M. Smith, City Clerk, personally known to me to be the same persons whose names are set forth on the foregoing instrument as such Mayor and City Clerk respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth; and the said City Clerk then and there acknowledged that she, as custodian of the corporate seal of said City, did affix the corporate seal of said City to said instrument, as her own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2019.

Notary Public

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

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that Scott Reedy, personally known to me to be the same person whose name
is set forth on the foregoing instrument appeared before me this day in person and acknowledged
that he signed and delivered the said instrument as his own free and voluntary act for the uses and
purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2019.

Notary Public

EXHIBIT A

Subject Realty Legal Description

THE EASTERLY 61 08 FEET OF THE SOUTH 25 06 FEET OF LOT 6 AND THE NORTHWESTERLY 30 FEET OF SAID LOT 6 (AS MEASURED PARALLEL TO THE NORTHWESTERLY LINE OF SAID LOT 6) IN BLOCK 2 OF THE TOWN OF JUNCTION IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 1856 AS DOCUMENT 10634, IN DUPAGE COUNTY, ILLINOIS

THIS IS NOT HOMESTEAD PROPERTY

P.I.N.: 04-10-106-007

EXHIBIT B

(Insert PLANS here)



*Garage Door 1
(original)
* See revised quote*

ESTIMATE

ILLINOIS GARAGE DOOR REPAIR inc

24hrgrdr@gmail.com
(847) 682-6188

Estimate #
Date
Total

ZDK5TU-2
Mon May 20 2019
6820.00

Prepared for:

Vicky Bernstein

Service Address:

11 Galena Street
West Chicago, Illinois 60185
(847) 508-9496
Vbernstein@sourceonestaff.com

Description	QTY	Price	Amount
New Garage Door Installation 10 x 10 FT DOOR MODEL #3295 / TOP 4 SECTIONS 1/8" THICK GLASS WITH OPENER PREP / ALUMINUM BOTTOM PANEL / POWDER COAT WHITE / REG LIFT T-15 / TINTED GLASS.	2.00	3100.00	6200.00

Red door Tinted Glass

Sub total 6200.00
Tax 620.00
Tax Rate 10.000%
Total 6820.00

Terms:

Estimates are an approximation of charges to you, and they are based on the anticipated details of the work to be done. It is possible for unexpected complications to cause some deviation from the estimate. If additional parts or labor are required you will be contacted immediately.

Notes:

PRICE INCLUDES: REMOVAL, INSTALLATION, DISPOSAL OF OLD DOOR.
WARRANTY: 3 YEARS

Revised next page

Vicki Bernstein

From: Stan Lee <24hrgr@gmail.com>
Sent: Thursday, July 25, 2019 1:46 PM
To: Vicki Bernstein
Subject: Re: FW: Your estimate with ILLINOIS GARAGE DOOR REPAIR inc

Hi, I'm sorry for the confusion the price in the quote is not right. \$5973 is a price per door, so if you need 2 doors it will be double.

Let me know if you still interested.

Thank you.

\$ 11,946

On Wed, Jul 24, 2019 at 4:13 PM Vicki Bernstein <vbernstein@sourceonestaff.com> wrote:

Vicki A. Bernstein



630.293.2600 office

847.508.9496 cell

From: notifications@mg.sendajob.com <notifications@mg.sendajob.com>
Sent: Thursday, May 16, 2019 10:44 AM
To: Vicki Bernstein <vbernstein@SourceOneStaff.com>
Subject: Your estimate with ILLINOIS GARAGE DOOR REPAIR inc

Greetings Vicky Bernstein

Thank you for your recent service inquiry with us.

Click the link below to view your estimate.

TOWNE & COUNTRY COLONIAL, INC.

1323 Hill Avenue • Wheaton, IL 60187
(630) 462-7319 • Fax (630) 462-7346
www.TCColonial.com • Email: TCColonial@sbcglobal.net

MISC WORK PROPOSAL

August 23rd, 2018

Jersey Hurst
Attn: Jeff Reedy
111 Galena Street
West Chicago, IL 60185

630-293-2600
jreedy@sourceonestaff.com
sreedy@sourceonestaff.com

Thank you for selecting Towne and Country Colonial to quote your project. Please contact us if you have any questions or concerns.

This proposal covers all estimated labor and materials expected to complete the project outlined below. Due to cost increases, availability and project conditions, material prices are subject to change and will be charged by their actual cost. Changes to the original plans or work not listed in the following outlined proposal may result in changes to the cost of the project. This proposal is valid for 30 days.

Cost of permit drawing and permit have not been included.

Repairs to vermiculite have not been included.

FRONT WINDOWS

1. Remove (2) existing wood jambs, casing and sills
2. Remove (2) existing windows
3. Fabricate and install new sills, jambs and trim to closely match existing
4. Install new store front windows (material allowance \$2,750.00)
5. Install new interior trim to match existing

Windows

Labor and Materials \$6,840.00

BEAUTY SALON ENTRY DOOR

1. Remove existing front door and frame
2. Install new full view aluminum clad exterior right hand in-swing entry door (material allowance \$560.00)
3. Install new schlage entry knob and deadbolt keyed alike (material allowance \$70.00)
4. Install new jamb and casing to match existing

Door

Labor and Materials \$2,005.00

BEAUTY SALON DROP CEILING

1. Remove existing drop ceiling and track - lighting to be removed and repaired by others
2. Install approx (580) sq. ft. 2x2 drop ceiling track and tiles (material allowance \$2.75 sq. ft.)

Labor and Materials \$4,980.00

OVERHEAD DOORS

Please Note: This door quote is for budget purposes only at this time. I feel we should be able to get a better price than this.

1. Remove existing overhead doors
2. Install aluminum red RAL powder coated insulated obscured glass solid bottom section overhead doors - includes (2) transmitters and (1) keypad

Labor and Materials \$18,630.00

TUCK POINTING

1. Replace approx (305) brick units and (1) clay tile coping unit
2. Tuckpoint as needed - includes grinding subject missing, and/or open holes, and/or any structural cracks in mortar back a minimum of $\frac{3}{4}$ " with the use of electric hand grinders
3. Install new type N mortar with pigment added for color match - color match will be to existing clean mortar
4. Tool new mortar to a hard surface matching the contour of the surrounding joints
5. Wash new mortar areas after a proper setting period
6. Cut out all exposed wash and vertical joints with special routing tools designed to eliminate damage to edges of abutting coping - depth of cut will be as conditions dictate (not less than the width) to insure proper bondage; Clean cavities of any loose particles
7. Any routed joints with depths greater than $\frac{3}{4}$ " will be filled with mortar, the remaining $\frac{3}{4}$ " will be filled with backer rod / polyethylene tape, followed by a bead of urethane sealant
8. The urethane will be finished in a slightly convex manner
9. Pressure wash the subject surfaces
10. Coat the subject area with (2) coats Sherwin-Williams A-100 exterior latex - this is a quality exterior finish that is recommended for use on aluminum, vinyl and wood siding, clapboard, shakes, shingles, plywood, masonry, concrete and metal

Labor and Materials \$23,850.00

EXTERIOR PAINTING

111 Galena Street

1. Remove loose and failing paint from (2) large windows and (1) entry door on front of building
2. Remove loose and failing paint from brick wall and (1) entry door on rear of building
3. Spot prime and caulk above areas as needed
4. Paint above areas using (2) coats Sherwin-Williams Duration paint

113 Galena Street

1. Remove loose and failing paint from (2) overhead doors, (1) entry door, (3) windows and muntins on 1st floor
2. Remove loose and failing paint from (3) windows, siding, ceiling, gutters, downspouts and fascia on 2nd floor
3. Spot prime and caulk above areas as needed
4. Paint above areas using (2) coats Sherwin-Williams Duration paint
5. Scrape and prime ironwork; Paint using (2) coats Sherwin-Williams DTM (direct-to-metal)

Labor and Materials \$6,445.00

PROJECT TOTAL \$44,120.00

We hereby propose to furnish material and labor, complete in accordance with the above proposal. Payment to be made as follows: **Down payment of 40% due at signing and Balance due upon completion.** Any past due amounts on this contract are subject to a continuing finance charge in the amount of 1.75% per month; all amounts past due will accrue until paid in full. Should it become necessary that we take legal action for the collection of any moneys due on this contract, it is understood that the client is responsible for payment of any legal fees, costs of collection, enforcement and any other related expense. Our work is guaranteed for a period of one year under normal conditions for projects that have been paid in full. Materials purchased by owner or contractors other than Towne & Country Colonial, Inc. are not included in our warranty. Any re-installation work due to defective materials purchased by others or any change of materials by owner will be charged additionally according to actual time involved. Estimated start dates will be provided upon acceptance of this proposal.

This contract may be terminated within 30 days of the signed date. Any down payment will be refunded to the client upon termination of this contract. If the client terminates the contract after materials have been ordered or work has commenced, Towne & Country Colonial, Inc. shall bill the client for all work satisfactorily performed and any materials not returnable and/or any restocking fees on returnable items. This agreement is contingent upon strikes, accidents and delays beyond our control.


Michael Brown - President

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified above. Payment will be made as follows: Down payment of 40% due at signing and Balance due upon completion. By signing below, I also acknowledge that I have received "The Lead-Safe Certified Guide to Renovate Right" brochure and the "Home Repair: Know Your Consumer Rights" pamphlet.

Client Signature: _____

Date: _____

**** Please sign, date and return a copy of the proposal and Know Your Consumer Rights pamphlet to Towne & Country Colonial, Inc. along with your deposit ****

TOWNE & COUNTRY COLONIAL, INC.

1323 Hill Avenue • Wheaton, IL 60187
(630) 462-7319 • Fax (630) 462-7346
www.TCCColonial.com • Email: TCCColonial@sbcglobal.net

1st FLOOR ENTRY DOOR PROPOSAL

July 16th, 2019

Source One
136 West Washington Street
West Chicago, IL 60185

630-293-2600
vbernstein@sourceonestaff.com

Thank you for selecting Towne and Country Colonial to quote your project. Please contact us if you have any questions or concerns.

This proposal covers all estimated labor and materials expected to complete the project outlined below. Due to cost increases, availability and project conditions, material prices are subject to change and will be charged by their actual cost. Changes to the original plans or work not listed in the following outlined proposal may result in changes to the cost of the project. This proposal is valid for 30 days.

1st FLOOR ENTRY DOOR

1. Remove entry doors to source one offices and apartment stairwell
2. Install (2) new 36" steel doors with 1/2 lite (material allowance \$448.00 each)
3. Install new door handles and locks - keyed to existing keyway (material allowance \$100.00 each)
4. Install exterior trim and jamb extension
5. Install interior trim to match existing
6. Prep and paint both new doors

Door 1

PROJECT TOTAL \$3,745.00

total for window
Doors: \$12,590

We hereby propose to furnish material and labor, complete in accordance with the above proposal. Payment to be made as follows: Down payment of 40% due at signing and Balance due upon completion. Any past due amounts on this contract are subject to a continuing finance charge in the amount of 1.75% per month; all amounts past due will accrue until paid in full. Should it become necessary that we take legal action for the collection of any moneys due on this contract, it is understood that the client is responsible for payment of any legal fees, costs of collection, enforcement and any other related expense. Our work is guaranteed for a period of one year under normal conditions for projects that have been paid in full. Materials purchased by owner or contractors other than Towne & Country Colonial, Inc. are not included in our warranty. Any re-installation work due to defective materials purchased by others or any change of materials by owner will be charged additionally according to actual time involved. Estimated start dates will be provided upon acceptance of this proposal.

This contract may be terminated within 30 days of the signed date. Any down payment will be refunded to the client upon termination of this contract. If the client terminates the contract after materials have been ordered or work has commenced, Towne & Country Colonial, Inc. shall bill the client for all work satisfactorily performed and any materials not returnable and/or any restocking fees on returnable items. This agreement is contingent upon strikes, accidents and delays beyond our control.

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The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified above. Payment will be made as follows: Down payment of 40% due at signing and Balance due upon completion. By signing below, I also acknowledge that I have received "The Lead-Safe Certified Guide to Renovate Right" brochure and the "Home Repair: Know Your Consumer Rights" pamphlet.

Client Signature: _____

Date: _____

**** Please sign, date and return a copy of the proposal and Know Your Consumer Rights pamphlet to Towne & Country Colonial, Inc. along with your deposit ****

STEEL DOOR ADVANTAGE

What you can expect from your MASTERCRAFT® Steel Door.

(A) Complete Frame System

Choose from multiple frame options featuring high performance compression weatherstripping.

(B) Energy Efficient Insulated Glass

Safety tempered insulated glass.

(C) Reinforced Lock-Block

Added to provide strength and security.

(D) Rigid Steel Construction

Durable 24 gauge galvanized steel surfaces resist rust, peeling and warping.

MASTERCRAFT® Steel Doors are built with a wood stile and composite rail, providing maximum protection against temperature fluctuation.

(E) Polyurethane Foam Core

An environmentally friendly Polyurethane foam is sprayed in, allowing it to fill every inch of the door. This helps make MASTERCRAFT® Steel Doors one of the most energy efficient doors on the market.

(F) High Definition Door Panels

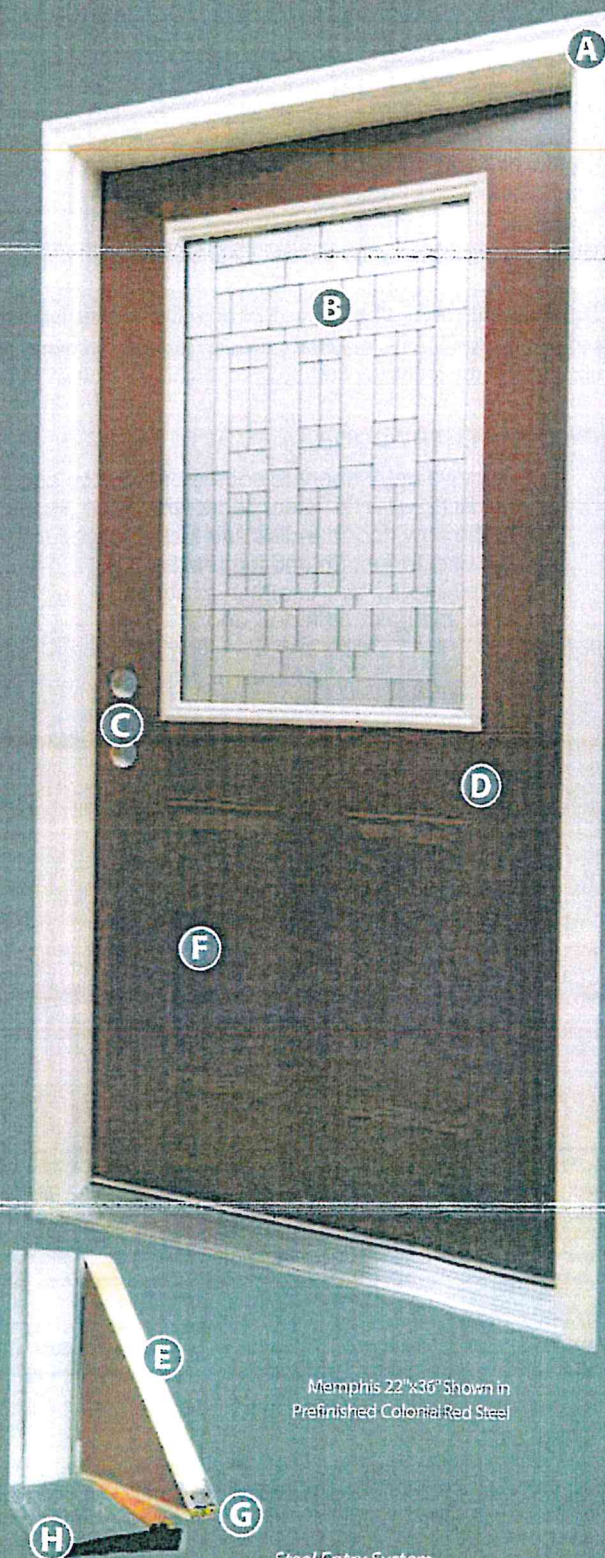
Deep embossing creates a sharp and detailed look, adding to the curb appeal of each door.

(G) Tight Sealing Sweep

The flexible bottom sweep creates a tight seal to prevent water or air infiltration.

(H) Superior Sill Construction

Our sill is designed to prevent energy loss and build-up of condensation and adjusts to create a tight seal. Each sill features a composite bottom that will not rot.



Memphis 22" x36" Shown in
Prefinished Colonial-Red Steel

Steel Entry System
Door Section View



CITY OF WEST CHICAGO
APPLICATION FOR FACADE IMPROVEMENT PROGRAM

COA# 19-09

DATE RECEIVED 5/23/19

BUILDING PERMIT# _____

APPLICANT AND PROPERTY OWNER INFORMATION

APPLICANT'S NAME

Jersey Hurst LLC Scott Reedy

APPLICANT'S ADDRESS

113 Galena

APPLICANT'S TELEPHONE NUMBER

630 293-2600

ARE YOU THE PROPERTY OWNER?

YES

NO

IF SO, OWNERSHIP STATUS

SOLE OWNER

☒ PARTNERSHIP

CORPORATION

TRUST

ARE YOU THE TENANT?

YES

NO

IF SO, YEARS REMAINING ON LEASE?

IF YOU ARE NOT THE PROPERTY OWNER, PLEASE PROVIDE:

OWNER'S NAME _____

OWNER'S ADDRESS _____

OWNER'S TELEPHONE NUMBER _____

PROPERTY INFORMATION

PROPERTY ADDRESS OF PROJECT

111-115 Galena West Chicago

LEGAL DESCRIPTION

BUSINESS NAME

Jersey Hurst LLC

HISTORIC BUILDING NAME

PAGE 2

PROJECT

DESCRIBE YOUR PROJECT

Replace garage door

Replace exterior windows

Replace exterior man-sized doors

CITY OF WEST CHICAGO
APPLICATION FOR FACADE IMPROVEMENT PROGRAM

PAGE 3

FUNDING

AMOUNT OF GRANT REQUEST	\$	3500	3,412	12,268
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ITEMIZATION OF THE WORK TO BE PERFORMED TO MAKE THE NECESSARY REPAIRS

DESCRIPTION	ESTIMATED COST
ARCHITECT	\$
AWNINGS	\$
CHIMNEY	\$
CORNICE	\$
DOORS	\$
FASCIA	\$
FLASHING	\$
GUTTERS	\$
LANDSCAPING	\$
LIGHTING	\$
PAINTING	\$
PORCHES/RAILINGS	\$
ROOF	\$
SIGNS	\$
SOFFIT	\$
STAIRS	\$
WALLS	\$
WINDOWS	\$
OTHER	\$
TOTAL	\$

Change Doors

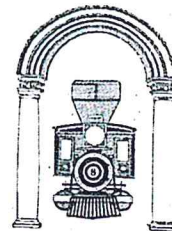
~~6870.00~~

11,946.00

12,571.00

4,536.00

FIGURE 1



Certificate of Appropriateness Decision

(to be completed by the Historical Preservation Commission)

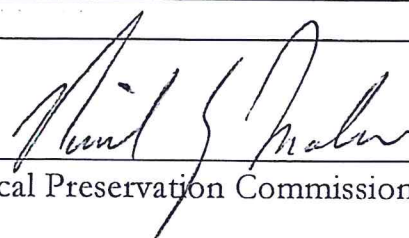
Certificate of Appropriateness # H-09 is hereby approved, subject to compliance with the documents and notes/comments referenced below, for the property located at 111-115 Galena Street.

By signing below the Applicant agrees that all work will be completed in accordance with the documents and notes/comments referenced below, except for such changes that may be authorized or required by the City in accordance with any regulations set forth by all local, state and federal codes and ordinances. The Applicant further agrees to post a copy of this Decision, if approved, along with a copy of the building permit issued by the City, on the subject property in a place of public view.

Documents:

Notes/Comments:

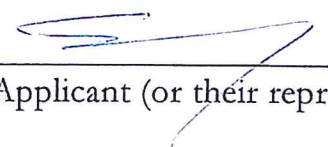
Grill pattern for windows for 111 Galena Street
will be gray instead of white.



Historical Preservation Commission President

7/23/14

Date



Applicant (or their representative)

7/23/14

Date

CITY OF WEST CHICAGO

DEVELOPMENT COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Downtown Façade Grant Program Agreement
136 West Washington Street
Jersey Hurst, LLC

Resolution No. 19-R-0043

AGENDA ITEM NUMBER:5.D.**FILE NUMBER:****COMMITTEE AGENDA DATE:** Sept. 9, 2019**COUNCIL AGENDA DATE:****STAFF REVIEW:** Tom Dabareiner, AICP**SIGNATURE****CITY ADMINISTRATOR REVIEW:** Michael Guttman**SIGNATURE****ITEM SUMMARY:**

Jersey Hurst, LLC, property owner of the building at 136 West Washington Street, has requested Façade Grant Program funding to replace the existing awnings on the building and replace the stair case system on the rear of the building. The proposed improvements are eligible expenditures under the Program's guidelines and complies with the City's Building and Zoning Code regulations.

Jersey Hurst, LLC has submitted three estimates for replacing the awnings, as required: 1) The Aubrey Sign & Awning Company for \$2,400.00; 2) American Waning, Window & Screen Company for \$2,950; and 3) All Style Awning Corp. for \$3,100.00. Only two (2) estimates for the repairs to the exterior stair case in the rear of the building were submitted: Americana Iron Works & Fence, Inc. for \$39,331.21; 2) and 2) Towne & Country Colonial, Inc. for \$59,340.00. The complicated nature of the project in concert with an extremely busy construction season prevented the applicant from being able to acquire a third quote for this portion of the project. The City's contribution is typically 50% of the lowest estimated cost(s), which in this case is a combined \$41,731.21. While the maximum annual award is \$10,000, applicants are permitted to request up to three (3) years of matching funding at any one time, not to exceed \$30,000, per the Program's guidelines. Under such an award the property shall not be eligible for additional funding during that three (3) year period. Jersey Hurst, LLC., is applying under this exception for an amount not to exceed \$20,865.61.

The funding for the Program comes from the downtown T.I.F. district, if sufficient funding is available for the Program. Given the annual allocation of \$30,000 to the Façade Grant Program, City staff determined that should two applications submitted prior to this one – one of which is also from Jersey Hurst, LLC - receive approval from City Council, there will be sufficient funds available to reimburse only up to \$16,782.00 to Jersey Hurst, LLC for the successful completion of the aforementioned replacement of existing awnings and repair/replacement of the exterior staircase system in the rear of the building, per the Program's guidelines. An award in this amount will encumber the full \$30,000 allocated to the Program.

It is staff's recommendation that funds not to exceed the amount of \$16,782.00 be awarded to Jersey Hurst, LLC. for the aforementioned improvements to the property at 136 West Washington Street for the replacement of existing awnings and repair/replacement of the exterior staircase system in the rear of the building. This award is made with the understanding that the property will not be eligible for additional funding under the program for a three (3) year period to begin on the date of approval of award.

CITY OF WEST CHICAGO

Should the City Council determine that an award should be made in this instance, a Resolution and Grant Agreement reflecting an amount of \$16,782.00 are attached.

ACTIONS PROPOSED:

Consideration of a Resolution authorizing the Mayor to execute a certain Downtown Façade Grant Program Agreement in the amount not to exceed \$16,782.00 to Jersey Hurst, LLC., to replace existing awnings and repair/replace the exterior staircase system in the rear of the building at 136 West Washington Street.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 2019-R-0043

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A CERTAIN DOWNTOWN FAÇADE GRANT PROGRAM AGREEMENT -
JERSEY HURST, LLC – 136 WEST WASHINGTON STREET**

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 Downtown Façade Grant Program Agreement by and between Jersey Hurst, LLC and the City of West Chicago, a copy of which is attached hereto and incorporated herein as Exhibit “A”.

APPROVED this 16th day of September, 2019.

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

City Clerk Nancy M. Smith

Exhibit A to Resolution 2019-R-0043

DOWNTOWN REHABILITATION FACADE PROGRAM AGREEMENT

This DOWNTOWN REHABILITATION FACADE PROGRAM AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of September, 2019, by and between the City of West Chicago, DuPage County, Illinois, an Illinois municipal corporation (hereinafter referred to as the "CITY") and Jersey Hurst, LLC, (hereinafter referred to as the "APPLICANT") (the CITY and the APPLICANT are hereinafter collectively referred to as the "PARTIES");

WITNESSETH:

WHEREAS, the APPLICANT is the owner of certain real property located at 136 West Washington Street, in West Chicago, (hereinafter referred to as the "SUBJECT REALTY") and legally described on Exhibit "A", which is attached hereto and incorporated herein; and,

WHEREAS, the SUBJECT REALTY is located within the CITY'S Downtown Redevelopment Project Area (hereinafter referred to as the "AREA"), duly established pursuant to the Tax Increment Allocation Redevelopment Act (hereinafter referred to as the "ACT"), 65 ILCS 5/11-74.4-1 et seq.; and,

WHEREAS, Chapter 4, Article V of the CITY'S Code of Ordinances establishes specific rules and regulations with respect to the alteration of historic structures in the AREA; and,

WHEREAS, Chapter 4 Article VI of the CITY'S Code of Ordinances establishes a facade program (hereinafter referred to as the "PROGRAM") whereby the CITY may make financial contributions toward the cost of certain exterior improvements with respect to commercial structures located within the AREA; and,

WHEREAS, the SUBJECT REALTY is improved with a commercial structure upon which the APPLICANT proposes to complete certain exterior improvements (hereinafter referred to as the "IMPROVEMENTS"), as detailed and depicted on the improvement plans and specifications (hereinafter referred to as the "PLANS"), which are attached hereto and incorporated herein as Exhibit "B"; and,

WHEREAS, the APPLICANT has applied, pursuant to the PROGRAM, for a financial contribution from the CITY toward the cost of the IMPROVEMENTS as detailed and depicted on the PLANS; and,

WHEREAS, the CITY has determined that it would further the achievement of the objectives of the AREA for the commercial structure located upon the SUBJECT REALTY to be improved as provided for on the PLANS and that said IMPROVEMENTS would qualify for financial contributions from the CITY pursuant to the PROGRAM; and,

WHEREAS, the CITY desires the IMPROVEMENTS be completed on the SUBJECT REALTY and agrees to financially contribute toward such IMPROVEMENTS based on the terms and conditions of this AGREEMENT and the PROGRAM; and,

WHEREAS, the APPLICANT desires to complete the IMPROVEMENTS in accordance with the terms and conditions of this AGREEMENT and the PROGRAM and desires to receive a financial contribution from the CITY for the completion of said IMPROVEMENTS.

WHEREAS, on July 23, 2019 the CITY'S Historical Preservation Commission approved Certificates of Appropriateness No. 19-10 for the IMPROVEMENTS.

NOW, THEREFORE, in consideration of the foregoing premises and in further consideration of the mutual covenants, conditions and agreements herein contained, the PARTIES hereto agree as follows:

ARTICLE I
INCORPORATION OF RECITALS

The PARTIES hereby confirm and admit the truth and validity of the representations and recitations set forth in the foregoing recitals. The PARTIES further acknowledge that the same are material to this AGREEMENT and are hereby incorporated into and made a part of this AGREEMENT as though they were fully set forth in this Article I and the same shall continue for so long as this AGREEMENT is of force and effect.

ARTICLE II
AUTHORITY

This AGREEMENT is made and entered into by the PARTIES pursuant to and in accordance with the provisions of the ACT.

ARTICLE III
IMPROVEMENTS TO THE SUBJECT REALTY

The APPLICANT shall complete the IMPROVEMENTS on the SUBJECT REALTY in accordance with the terms and conditions of this AGREEMENT and in full compliance with all applicable codes, ordinances, rules, regulations, permits and any conditions attached thereto, whether imposed by the CITY or any other unit of local government or any Federal, State or governmental agency having jurisdiction over the SUBJECT REALTY or any portion thereof, and shall complete the IMPROVEMENTS in a good and workmanlike manner.

The APPLICANT shall furnish, or cause to be furnished, at his own expense, all the necessary materials, labor and equipment to complete the IMPROVEMENTS in accordance with the PLANS. The IMPROVEMENTS shall be subject to inspection by, and approval of, the CITY.

The APPLICANT shall pay to the CITY all plan review, inspection and other fees, prior to the issuance of any required building permits for the IMPROVEMENTS on the SUBJECT REALTY, as required by the CITY'S Code of Ordinances.

The APPLICANT shall complete the IMPROVEMENTS within twelve (12) months of the issuance of the building permit by the CITY for such IMPROVEMENTS. If the APPLICANT fails to complete the IMPROVEMENTS within the established timeframe the CITY may rescind the financial contribution agreed upon herein in this AGREEMENT.

ARTICLE IV
REDEVELOPMENT OF THE SUBJECT REALTY

Upon the APPLICANT'S completion of the IMPROVEMENTS on the SUBJECT REALTY as provided hereinabove, the APPLICANT shall give notice of completion to the CITY, and shall provide the CITY with all receipts, sworn contractor statements and lien waivers (hereinafter referred to as the "DOCUMENTATION") showing that all persons who have done work, or have furnished materials with respect to the IMPROVEMENTS, and might be entitled to a

lien therefore under any laws of the State of Illinois, have been paid in full for their work and are no longer entitled to such lien. The CITY shall inspect the IMPROVEMENTS as soon as practicable after receipt of the DOCUMENTATION, and if the IMPROVEMENTS are found to be in full compliance with the terms of this AGREEMENT and all applicable codes, ordinances, rules, regulations, permits and conditions as provided hereinabove, the CITY shall issue a final inspection report approving the IMPROVEMENTS. The City Council, following the issuance of said final inspection report and receipt of all of the required DOCUMENTATION, shall authorize payment of the CITY'S financial contribution toward the IMPROVEMENTS pursuant to the PROGRAM in an amount equal to the lesser of Twelve Thousand Two Hundred and Sixty Eight Dollars and zero cents (\$12,268.00), or one half of the amount actually paid by the APPLICANT for the IMPROVEMENTS, as indicated on the DOCUMENTATION submitted to the CITY, whichever is less.

ARTICLE V TIME

Time is of the essence under this AGREEMENT and all time limits set forth herein shall be mandatory and shall not be waived except by a lawfully authorized and executed written waiver amendment to this AGREEMENT by the PARTIES excusing such timely performance.

ARTICLE VI AMENDMENTS

This AGREEMENT sets forth all the promises, inducements, agreements, conditions and undertakings between the APPLICANT and the CITY relative to the IMPROVEMENTS identified herein this AGREEMENT, and there shall be no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than as herein set forth. No subsequent alteration, amendment, change or addition to this AGREEMENT shall be binding upon the PARTIES hereto unless authorized in accordance with the law and reduced in writing and signed by the PARTIES. However, whenever under the provisions of this AGREEMENT any notice or consent of the CITY or the APPLICANT is required, or the CITY or the APPLICANT is required to agree or to take some action at the request of the other, such approval or such consent of such request shall be given for the CITY, unless otherwise provided herein, by the Mayor or his designee and for the APPLICANT by the APPLICANT or any agent as the APPLICANT so authorizes.

ARTICLE VII NOTICES

All notices and requests required pursuant to this AGREEMENT shall be sent by certified mail as follows:

To the APPLICANT: Jersey Hurst, LLC
 136 West Washington Street
 West Chicago, IL 60185

To the CITY:

City of West Chicago
475 Main Street
West Chicago, Illinois 60185

or at such other addresses as either of the PARTIES may indicate in writing to the other either by personal delivery or by certified or registered mail, return receipt requested, with proof of delivery thereof.

ARTICLE VIII
GOVERNING LAWS

This AGREEMENT shall be construed and enforced in accordance with the laws of the State of Illinois.

ARTICLE IX
COUNTERPARTS

This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals on the date first above written.

CITY OF WEST CHICAGO, an Illinois
Municipal Corporation,

By: _____
Mayor Ruben Pineda

ATTEST: _____
City Clerk Nancy M. Smith

By: _____
Scott Reedy

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

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ruben Pineda, Mayor of the City of West Chicago, and Nancy M. Smith, City Clerk, personally known to me to be the same persons whose names are set forth on the foregoing instrument as such Mayor and City Clerk respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth; and the said City Clerk then and there acknowledged that she, as custodian of the corporate seal of said City, did affix the corporate seal of said City to said instrument, as her own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2019.

Notary Public

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

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Scott Reedy, personally known to me to be the same person whose name is set forth on the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2019.

Notary Public

EXHIBIT A

Subject Realty Legal Description

Parcel 1:

~~That part of the Northeast 1/4 of the Northeast 1/4 of Section 9, Township 39 North,~~
Range 9, East of the Third Principal Meridian, described as follow: Beginning on the Southeasterly side of Geneva Road (now West Washington Street) at an old iron stake long used as being the intersection of the Southwesterly line of the right of way of the Chicago and Northwestern Railway with said Southeasterly side of Geneva Road; and running thence South 65 one-half degrees West along said Southeasterly side of Geneva Road, 70.0 feet thence South 27 degrees, 47 minutes, 00 seconds East 132.0 feet; thence North 65 one-half degrees East 70.0 feet to the Southwest corner of lands conveyed to the Chicago and Northwestern Railway by deed recorded as Document 67698; thence Northwesterly along said Railway lands to the point of beginning, except the Westerly 22.75 feet thereof, in DuPage County, Illinois.

Parcel 2:

That part of the Northeast 1/4 of the Northeast 1/4 of Section 9, Township 39 North, Range 9, East of the Third Principal Meridian, described by beginning at an old iron pipe stake long used as being the intersection of the Southwesterly line of right of way of the Chicago and Northwestern Railway with said Southeasterly side of Geneva Road (said old iron pipe being 2.75 feet Northeasterly from point of intersection of the West line of the right of way of the Galena and Chicago Union Railway with said Southeasterly line of Washington Street) and running thence North 65 one-half degrees East along said Southeasterly line of Washington Street, 17.25 feet to an iron stake at the Westerly corner of a tract of land conveyed or to be conveyed; thence Southerly at right angles with said Washington Street, 132.0 feet; thence South 65 one-half degrees West 9.65 feet to the Southwesterly line of a tract of land conveyed to the Chicago and Northwestern Railway by deed recorded as Document 67698; thence Northwesterly along said Southwesterly line to the point of beginning, in DuPage County, Illinois.

P.I.N.: 04-09-203-009

EXHIBIT B

(Insert PLANS here)

Vicki Bernstein

From: aubrey sign company <aubreysigns@sbcglobal.net>
Sent: Thursday, May 16, 2019 3:05 PM
To: Vicki Bernstein
Subject: Quote to replace existing awning
Attachments: IMG_0810.JPG; IMG_0814.JPG

Vicki:

Thanks for contacting us about this project.

A new Sunbrella awning with new frame, choice of any fabric, same size and style as the existing awning, with graphics as allowed by code will be \$2,400 installed + applicable sales tax and permits/fees.

Ten year warranty on the fabric, lifetime warranty on the frame.

Please let me know if you have any questions and how we can be of further assistance.

Best regards,

Mike Hoffer, President
The Aubrey Sign (and Awning) Company
1847 Suncast Lane
Batavia, IL 60510
630-482-9901
630-482-9906 (fax)
aubreysigns@sbcglobal.net
www.aubreysigns.com
Like us on Facebook @ <http://www.facebook.com/aubreysigns>

Estimate

for

Vicky

136 W Washington St
West Chicago, IL 60185-
2803
8475089496



15774 South La Grange Road, Suite
232
Orland Park, IL 60462
708-259-2175
www.americanaironworks.com

Estimate No. 962 Issued on Tue May 28, 2019

Qty	Name	Description	Rate	Amount	Tax
1	Service	To tear down three-story metal staircase, to fabricate three-story metal staircase 28 steps and 4 landings up to code, to provide permits and plans, To provide material, labor, Equipment, to provide dumpster, to apply coat of primer, to apply coat of black rustoleum paint, All work Guranteed. Licensed, Bonded, Insured.	\$39,331.21	\$39,331.21	NON
1	Service	1. Genuine Material 2. Professional Labor 3. 5year Warranty 4. Job will take 30-45 days 5. 50% Deposit	\$0.00	\$0.00	NON

tax	\$0.00
estimated total	\$39,331.21

THANK YOU for considering Americana Iron Works & Fence, Inc.



CITY OF WEST CHICAGO
APPLICATION FOR FACADE IMPROVEMENT PROGRAM

COA# 19-10

DATE RECEIVED 5/23/19

BUILDING PERMIT# _____

APPLICANT AND PROPERTY OWNER INFORMATION

APPLICANT'S NAME

Source One Staffing LLC

APPLICANT'S ADDRESS

136 W Washington

APPLICANT'S TELEPHONE NUMBER

(630) 293 2600

ARE YOU THE PROPERTY OWNER?

☒ YES

☐ NO

IF SO, OWNERSHIP STATUS

☒ SOLE OWNER

☐ PARTNERSHIP

☐ CORPORATION

☐ TRUST

ARE YOU THE TENANT?

☒ YES

☐ NO

IF SO, YEARS REMAINING ON LEASE? _____

IF YOU ARE NOT THE PROPERTY OWNER, PLEASE PROVIDE:

OWNER'S NAME _____

OWNER'S ADDRESS _____

OWNER'S TELEPHONE NUMBER _____

PROPERTY INFORMATION

PROPERTY ADDRESS OF PROJECT

136 W Washington

LEGAL DESCRIPTION

BUSINESS NAME

Source One Staffing

HISTORIC BUILDING NAME

CITY OF WEST CHICAGO

APPLICATION FOR FACADE IMPROVEMENT PROGRAM

PAGE 2

TENANTS	BUSINESS OWNER'S NAME	SQ. FT.	LEASE TERMS
<u>Source One Realty</u>			
NUMBER OF STORIES <u>3</u>	BASEMENT? <u>YES</u> <u>X</u> NO		
ARE THERE DWELLING UNITS ABOVE THE FIRST FLOOR?	<u>X</u> YES <u>NO</u>		
IF YES, NUMBER OF DWELLING UNITS? <u>60</u>			

PROJECT

DESCRIBE YOUR PROJECT

DESCRIBE YOUR PROJECT

~~Replace Driveway / Parking lot~~

Replace Drivings

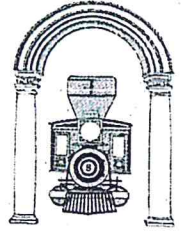
Replace Rear Stair System

FUNDING

AMOUNT OF GRANT REQUEST	\$	30,000 20,865.61
-------------------------	----	-----------------------------

ITEMIZATION OF THE WORK TO BE PERFORMED TO MAKE THE NECESSARY REPAIRS

DESCRIPTION	ESTIMATED COST
ARCHITECT	\$
AWNINGS	\$ 2400.00
CHIMNEY	\$
CORNICE	\$
DOORS	\$
FASCIA	\$
FLASHING	\$
GUTTERS	\$
LANDSCAPING	\$
LIGHTING	\$
PAINTING	\$
PORCHES/RAILINGS	\$
ROOF	\$
SIGNS	\$
SOFFIT	\$
STAIRS	\$ 39,331.21
WALLS	\$
WINDOWS	\$
OTHER Driveway	\$ 5895.00
TOTAL	\$ 41,731.21



Certificate of Appropriateness Decision

(to be completed by the Historical Preservation Commission)

Certificate of Appropriateness # 19-10 is hereby approved, subject to compliance with the documents and notes/comments referenced below, for the property located at 136 West Washington Street.

By signing below the Applicant agrees that all work will be completed in accordance with the documents and notes/comments referenced below, except for such changes that may be authorized or required by the City in accordance with any regulations set forth by all local, state and federal codes and ordinances. The Applicant further agrees to post a copy of this Decision, if approved, along with a copy of the building permit issued by the City, on the subject property in a place of public view.

Documents:

Notes/Comments:

Full window glass on doors is allowed.
Logo is permitted on awning

Historical Preservation Commission President

7/23/19
Date

Applicant (or their representative)

7/23/19
Date

CITY OF WEST CHICAGO

DEVELOPMENT COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Acceptance of Plat of Easement for Storm Sewer and
Drainage Easement on 124 W. Stimmel Street

Resolution #19-R-0040

AGENDA ITEM NUMBER: 5.E.

FILE NUMBER: _____

COMMITTEE AGENDA DATE: Sept. 9, 2019

COUNCIL AGENDA DATE: Sept. 16, 2019

STAFF REVIEW: Tom Dabareiner, AICP

SIGNATURE _____

APPROVED BY CITY ADMINISTRATOR: Michael Guttman

SIGNATURE _____

ITEM SUMMARY:

As part of the City's 2018 Roadway and Water Main Rehabilitation Project, which was completed this year, a small two (2) foot diameter storm sewer inlet and Type I – Open-Lid frame was installed on the property at 124 W. Stimmel Street with the permission of the property owners. This improvement was performed to help alleviate drainage and standing water problems that were occurring on private property. This easement will be granted to the City to allow the City to repair and maintain the storm sewer structure.

A Plat of Easement has been prepared and signed by the property owner for acceptance by the City. Staff has prepared a resolution accepting said Plat of Easement.

ACTION PROPOSED:

Recommendation to approve Resolution #19-R-0040.

COMMITTEE RECOMMENDATION:

cc: Resolution #19-R-0040

RESOLUTION NO. 19-R-0040

**A RESOLUTION ACCEPTING A PLAT OF EASEMENT AND
AUTHORIZING MAYOR TO EXECUTE SAME FOR A STORM SEWER
AND DRAINAGE EASEMENT
124 WEST STIMMEL STREET**

BE IT RESOLVED BY THE City Council of the City of West Chicago, in regular session assemble, that the Mayor is hereby authorized to execute a Plat of Easement for Storm Sewer and Drainage for the property located at 124 West Stimmel Street, a copy of which is attached hereto and incorporated herein as Exhibit "A".

APPROVED this ____ day of _____, 2019.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

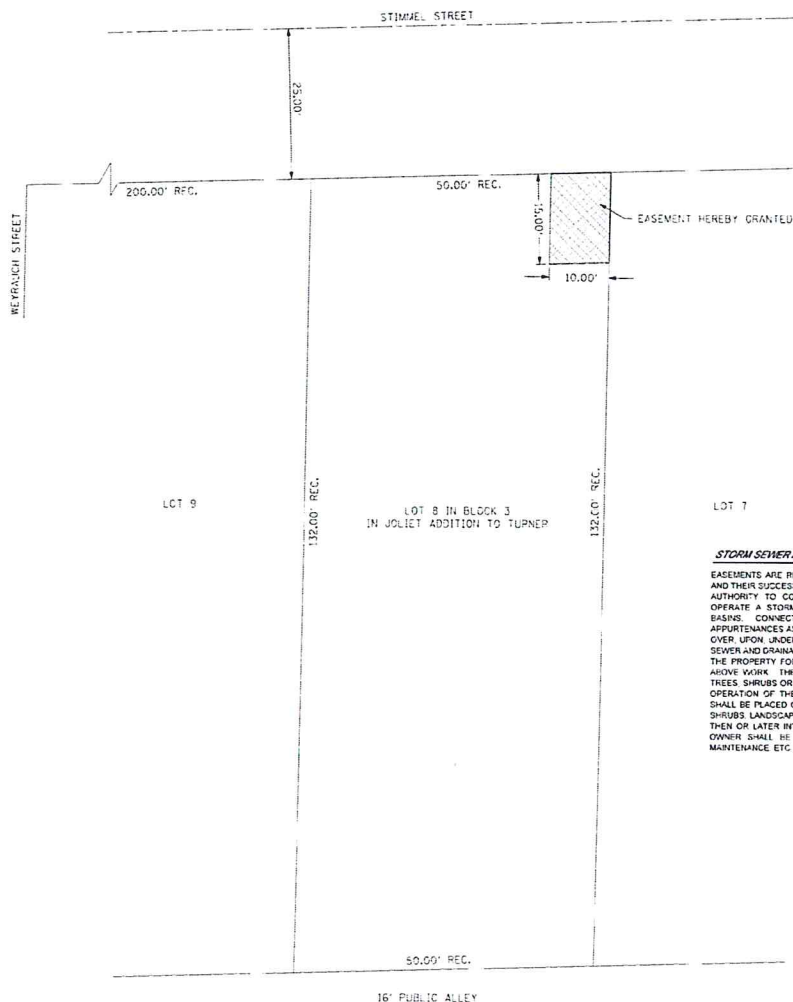
ATTEST:

City Clerk Nancy M. Smith

EXHIBIT "A"
PLAT OF EASEMENT

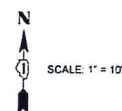
EXHIBIT "A" PLAT OF EASEMENT TO THE CITY OF WEST CHICAGO

THE NORTH 15.00 FEET OF THE EAST 10.00 FEET OF LOT 8 IN BLOCK 3 IN JOLIET STREET ADDITION TO TURNER, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 20, 1894 AS DOCUMENT 56775, IN DUPAGE COUNTY, ILLINOIS.



STORM SEWER AND DRAINAGE EASEMENT PROVISIONS

EASEMENTS ARE RESERVED FOR AND GRANTED TO THE CITY OF WEST CHICAGO AND THEIR SUCCESSORS AND ASSIGNS FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN AND OPERATE A STORM SEWER SYSTEM AND ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, APPLICATIONS AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID CITY OF WEST CHICAGO OVER, UPON, UNDER OR THROUGH THE DESCRIBED AREA, AS NOTED BY A STORM SEWER AND DRAINAGE EASEMENT, TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY PERSONS AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM OR REMOVE TREES, SHRUBS OR OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE SEWERS OR OTHER UTILITIES. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENTS, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, TREES, PAVEMENT AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS. EACH LOT OWNER SHALL BE RESPONSIBLE FOR LANDSCAPE RESTORATION, LANDSCAPE MAINTENANCE, ETC. AS NECESSITATED BY UTILITY REPAIR WORK.



OWNER'S CERTIFICATE - GRANTOR

STATE OF ILLINOIS)
COUNTY OF DUPAGE)

MARIA A. SANCHEZ DOES HEREBY CERTIFY THAT THEY ARE HOLDER OF RECORD TITLE TO THE HEREON DESCRIBED PROPERTY AND THAT THEY HAVE CAUSED SAID PROPERTY TO BE GRANTED AS SHOWN ON THE PLAT HEREON DRAWN

DATED THIS _____ DAY OF _____, A.D. 20__

BY _____ ATTEST _____

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)

I, _____ A NOTARY PUBLIC IN AND FOR THE COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ AND _____ APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE FOREGOING INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, A.D. 20__

MY COMMISSION EXPIRES _____

NOTARY PUBLIC _____

OWNER:

MARIA A. SANCHEZ
124 W. STIMPEL STREET
WEST CHICAGO, IL 60185

CITY OF WEST CHICAGO MAYOR AND CITY COUNCIL APPROVAL CERTIFICATE - GRANTEE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)

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

MAYOR _____

ATTEST _____

CITY CLERK _____

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)

I, _____ COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE EASEMENT PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE EASEMENT PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY AT _____, ILLINOIS THIS _____ DAY OF _____, A.D. 20__

COUNTY CLERK _____

SUBMITTED BY / MAIL BACK TO
CITY OF WEST CHICAGO
475 MAIN STREET
WEST CHICAGO, IL 60185

P.I.N. 04-09-436-005

PROPERTY ADDRESS
124 W. STIMPEL STREET
WEST CHICAGO, IL 60185

DUPAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)

THIS INSTRUMENT NUMBER _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS ON THE _____ DAY OF _____, A.D. 20__ AT _____ O'CLOCK M.

RECORDER OF PLATS _____

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)

WE, THOMAS ENGINEERING GROUP, LLC DO HEREBY CERTIFY THAT WE PREPARED THIS PLAT OF EASEMENT, AND THAT IT IS A TRUE AND CORRECT REPRESENTATION OF THE SAME BASED ON OFFICIAL PLATS AND RECORDS. DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.

DATED THIS 26TH DAY OF JUNE, A.D. 2019

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003817
LICENSE EXPIRES NOVEMBER 30, 2020
ILLINOIS PROFESSIONAL DESIGNER NO. 184-005183



CITY OF WEST CHICAGO

DEVELOPMENT COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Consideration of Text Amendments to the Zoning Ordinance to allow Recreational Marijuana Dispensary and Cultivation Centers

AGENDA ITEM NUMBER: 5.F.**FILE NUMBER:** _____**COMMITTEE AGENDA DATE:** Sept. 9, 2019**COUNCIL AGENDA DATE:** _____**STAFF REVIEW:** Tom Dabareiner, AICP**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael Guttman**SIGNATURE** _____**ITEM SUMMARY:**

At the August 26, 2019 Public Affairs Committee meeting, members referred to the Development Committee the consideration of the new recreational marijuana law as it applies to dispensaries and cultivation centers. Under the law, the City has the ability to ban these uses within its borders or to allow them with reasonable conditions, i.e. the conditions cannot have the effect of banning the use.

Staff recommends the following characteristics be placed in a draft ordinance for consideration by the Plan Commission at its November meeting:

- Recreational Marijuana Dispensaries should be listed as a Permitted Use within the B-2, General Business District. The dispensaries would cover both bud and infused product lines, and any other methods for selling the active chemical found in marijuana.
- The City should limit the total number within the community to a maximum of two dispensaries.
- Separation requirements from certain sensitive uses should be included, such as schools, day care, parks and churches, akin to those found in the Municipal Code for liquor establishments.
- On-site consumption should be prohibited.
- Recreational Marijuana Cultivation Centers should be listed as a Special Use in the M, Manufacturing District.

Currently, Medical Marijuana Cultivation Centers and Dispensaries are allowed in West Chicago as a Special Use in the M, Manufacturing District. None are located within the City. While cultivation centers are functionally a good fit within Manufacturing, having a stand-alone retail business in Manufacturing is somewhat anomalous. In the Manufacturing District, any retail sales are generally ancillary to a manufacturing use. Furthermore, the M District is generally less attractive for retail businesses and retail customers alike.

The City's B-2, General Business District is a better fit with a dispensary's desire for small, stand-alone, retail-oriented space. Staff did not consider the B-1, Central Business District as the available space is often too small and generally not stand-alone. The B-3, Regional Shopping District offers highly visible strip-center locations, with higher rents and larger retail spaces which are believed to be less desirable to potential dispensaries.

Why not a special use? In reviewing the Findings of Fact for special use approvals, Staff does not see

distinguishing characteristics from a liquor store and other basic retail activities, which are considered Permitted Uses.

Separation requirements are intended to provide some degree of buffer between uses deemed to be in potential conflict with each other. Having a buffer is not required under the new state law, but it is not uncommon for uses such as liquor stores, day labor agencies, food trucks and adult uses to have required buffers from uses like schools, parks, day care facilities and sometimes churches. In West Chicago, separation requirements from churches, schools, day care and parks range from 100 feet door-to-door for liquor sales to 1,000 feet from property lines for adult uses. Liquor sales can be next door to other uses—certainly across the street—thus, little buffer is offered there. An analysis of 1,000 foot buffers from various uses results in a handful of B-2 properties remaining available: in the vicinities of North@Atlantic, Hawthorne@McQueen, Roosevelt@Washington and Roosevelt@Town. Lesser buffers, such as 500 feet and 250 feet, were also analyzed and make significantly more B-2 zoned land available, respectively. Staff recommends a 250 foot buffer from the property line which is easier to measure remotely than door-to-door distances and has more in common with liquor stores than do greater distances. Maps will be brought to the Development Committee meeting that show the various distances related to impacted use.

Geographically, West Chicago is large enough to host more than one dispensary, especially if they represent different product lines, although more than two is questionable from a market perspective. Staff includes a proposed limit on the number of dispensaries to a maximum of two. Also, some dispensary businesses would like to offer on-site sampling, but Staff is recommending a prohibition on on-site consumption to deter mixing the activity with driving.

Not talked about a lot is the addition of recreational marijuana cultivation centers as a possible use. The City allows medical marijuana cultivation centers as a Special Use in the M, Manufacturing District and this proposal would allow the same general activity although with a broader product line. Staff proposes adding Recreational Marijuana Cultivation Center as a Special Use in the M, Manufacturing District.

Based on the discussion at the Development Committee, Staff will draft any required text amendments for consideration in November by the Plan Commission/ZBA.

ACTION PROPOSED:

Recommendation to Staff to draft an ordinance amending the City's Zoning Code to list Recreational Marijuana Dispensaries and Cultivation Centers for consideration by the Plan Commission/ZBA at its November meeting.

COMMITTEE RECOMMENDATION:

CITY OF WEST CHICAGO

DEVELOPMENT COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

McAuley School

AGENDA ITEM NUMBER: 5.6.

FILE NUMBER: _____

COMMITTEE AGENDA DATE: 9/9/19

COUNCIL AGENDA DATE:

STAFF REVIEW:

SIGNATURE _____

APPROVED BY CITY ADMINISTRATOR:

SIGNATURE _____

ITEM SUMMARY:

At its September 4 and October 1, 2018 meetings, Diane Ferguson approached the City about working with School District 33 to convey ownership of McAuley School ultimately to the West Chicago Historical Society. Since that time, the attorneys from the School District and the City have discussed if such a transaction is possible and, if so, the process for accomplishing it. Attached are two emails from the City Attorney answering both questions.

If the Development Committee is interested in participating in this transaction, the draft Resolution that is attached will be presented to the City Council.

STAFF RECOMMENDATION:

Consideration of the request to work with District 33 to transfer ownership of McAuley School ultimately to the West Chicago Historical Society.

COMMITTEE RECOMMENDATION:

Michael Guttman

From: Patrick Bond <patrickbond@bond-dickson.com>
Sent: Tuesday, August 20, 2019 4:20 PM
To: Michael Guttman
Subject: Re: McAuley School
Attachments: McAuley School Resolution.doc

Michael:

As I indicated to you previously, the conveyance of the McAuley School property can be accomplished under the School Code, Municipal Code and the Local Government Property Transfer Act. There is a process to doing so. The process is initiated by the City formally declaring, by way of Resolution, its interest in acquiring the property and the Public Use intended for that property.

Thereafter, the School Board would adopt a similar Resolution indicating a desire to convey the property. Each unit of government thereafter would prepare an Ordinance authorizing, respectively, the purchase and sale of the property and authorizing the execution of a Purchase and Sale Agreement outlining the details of the transaction. Thereafter, the City would need to declare the property surplus and authorize the sale of the property. In that Ordinance authorizing the sale of the property, the City Administrator would be directed to take the necessary steps to sell the property.

I have prepared the Resolution in connection with the first step in the process expressing the City's interest in acquiring the property. I have attached hereto a draft copy of that Resolution for your review and consideration. Once you approve the language in the Resolution, kindly advise and I will forward the draft Resolution to the Attorney for School District 33 for his review and consideration. Thereafter, the matter can be placed on the appropriate Committee and subsequent City Council Agenda.

Should you have any questions regarding this matter, please feel free to contact me.

Regards,

Pat Bond

Patrick K. Bond
Bond, Dickson & Conway
400 S. Knoll Street, Unit C
Wheaton, IL 60187
Ph: (630) 681-1000
Fax: (630) 681-1020

On Mon, Jun 24, 2019 at 12:33 PM Michael Guttman <MGuttman@westchicago.org> wrote:

Thank you.

From: Patrick Bond <patrickbond@bond-dickson.com>

Sent: Monday, June 24, 2019 11:22 AM

To: Michael Guttman <MGuttman@westchicago.org>; Linda Martin <LMartin@westchicago.org>

Subject: Re: McAuley School

Michael:

I have been in contact with the Attorney for the School District. He is to provide me with the procedures for the School Board to approve the conveyance of the Property to the City. Under the School Code, unless the Property is conveyed to another unit of government, there is an entirely different legal process. Given the fact that the Property will be transferred to the City, the conveyance occurs without any further process in accordance with the Local Government Property Transfer Act. 50 ILCS 605/1 *et seq.*

Under the Illinois Municipal Code, the City has the right to sell or transfer surplus municipal property. The statute 65 ILCS 5/11-76-4.1, allows the City Council, once the 2/3rds majority declare the Property surplus, to authorize the City Administrator to sell the Property with whatever conditions are deemed in the best interests of the City. This would allow you to sell the Property, essentially to a sole purchaser, by virtue of the fact that the City will impose specific conditions such as the Property remain open and available to the Public, the structure on the Property be restored, etc. With these types of specific restrictions, there will not be another interested Party to purchase Property, nor would it be subject to acquisition by a Developer.

As soon as I receive the information from the School District, I will advise you as to their timeline for the conveyance and I will send you the draft Resolution declaring the Property surplus and authorizing the disposition of the Property with specific conditions. You can, thereafter, determine the timeline for the City for the City Council to take action.

Should you have any questions regarding this matter, please feel free to contact me.

Regards,

Pat Bond

RESOLUTION NO. 19-R-0040

**A RESOLUTION DECLARING IT NECESSARY OR CONVENIENT FOR
THE CITY OF WEST CHICAGO TO ACQUIRE, IMPROVE, OCCUPY OR USE
CERTAIN REAL PROPERTY OWNED BY WEST CHICAGO ELEMENTARY
SCHOOL DISTRICT 33, COMMONLY KNOWN AS *MCAULEY SCHOOL***

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

WHEREAS, Article VII, Section 6, of the Constitution of the State of Illinois of 1970, provides that municipalities of more than twenty five thousand (25,000) in population are home rule units and, subject to the specific limitations of Illinois law, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City has a population in excess of twenty-five thousand (25,000) and is a legally recognized Illinois home rule municipality; and

WHEREAS, the City possesses the authority, pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, to adopt ordinances and pass resolutions pertaining to the public health, safety, welfare, and government functions; 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 City Council possesses full power and authority to approve and pass all necessary ordinances, resolutions, rules and regulations necessary for carrying into effect the objects for which the City was formed, in accordance with the Illinois Municipal Code; and

WHEREAS, West Chicago Elementary School District 33 (hereinafter referred to as the “School District”) is the owner of certain real property located at 31W701 Roosevelt Road, West Chicago, DuPage County, Illinois and commonly known as *McAuley School* (hereinafter referred to as “*McAuley School*”); and

WHEREAS, *McAuley School* is within the municipal boundaries of the City; and

WHEREAS, *McAuley School*, which bears the name of Walter McAuley, a local Civil War Veteran who generously donated the Property on which *McAuley School* is now located; and has been designated a National Landmark Building; and

WHEREAS, *McAuley School* is believed to be the oldest One Room School House still existing in DuPage County; and

WHEREAS, over the years, *McAuley School* has fallen into a state of disrepair and is one of “The 10 Most Endangered Historic Places in Illinois”, as determined by Landmarks Illinois; and

WHEREAS, the City is interested in acquiring, improving, using and preserving *McAuley School*, which Parcel is legally described in Exhibit A, attached hereto and incorporated herein by reference and

WHEREAS, the City desires to preserve the historic heritage of the City by having *McAuley School* restored to share the history of the area with future generations; and

WHEREAS, the West Chicago Historical Society is a local not-for-profit Organization with a mission to preserve and restore the history of the City; and

WHEREAS, the West Chicago Historical Society is seeking to restore and maintain the 162 year old *McAuley School House*; and

WHEREAS, a group of concerned Citizens, in conjunction with the West Chicago Historical Society, have expressed an interest and the ability to secure the requisite funds to restore *McAuley School* to its original condition, which will then be used for historic and educational purposes; and

WHEREAS, said preservation organization has indicated it has the capability to raise the necessary funds to restore *McAuley School*, without imposing any additional cost to the City for the restoration of *McAuley School*; and

WHEREAS, the City and the School District are municipalities within the meaning of the Local Government Property Transfer Act, 50 ILCS 605/1.01 *et seq.*; and

WHEREAS, the School District has indicated that it would be interested in conveying *McAuley School* to the City in furtherance of an effort to restore the historic school house; and

WHEREAS, the City seeks to express to the School District its desire to acquire *McAuley School*; and

WHEREAS, the City Council of the City of West Chicago has determined that it is necessary and useful and in and for the public interest and public purposes for the City to acquire *McAuley School* in order that it can be restored and preserved; and

WHEREAS, the City would thereafter enter into a certain Purchase and Sale Agreement with the School District, which Agreement will provide for acquisition of *McAuley School* by the City.

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

Section 1. The recitals set forth above are incorporated herein and made a part of this Resolution.

Section 2. The City Council hereby declares that it is necessary and convenient for the City to acquire, improve, restore and preserve *McAuley School* as a site for a historic one room School House, for use as part of the City's historic preservation.

Section 3. That the Attorney and Staff of the City are hereby authorized to take the necessary steps to communicate to School District the desire of the City Council to acquire title to *McAuley School* described herein, after determining that the title to the Property is in proper order, and to pay any and all costs related thereto.

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

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

PASSED this ____ day of September 2019.

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

APPROVED as to form: _____
City Attorney

APPROVED this ____ day of September 2019.

Mayor Ruben Pineda

ATTEST:

Nancy M. Smith, City Clerk

PUBLISHED: September ____, 2019