



CITY COUNCIL AGENDA

Monday, August 2, 2021
Regular Session – 7:00 p.m.
Room 102

CALL TO ORDER

REGULAR SESSION

ROLL CALL

PRAAYER

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

(matters not on the agenda)

ALDERMEN ANNOUNCEMENTS/COMMENTS

MAYORAL ANNOUNCEMENTS/COMMENTS

Motion to Extend Declaration of Civil Emergency

CITY CLERK ANNOUNCEMENTS/COMMENTS

MANAGER'S REPORT

CITY ATTORNEY/GENERAL COUNSEL REPORT

CONSENT AGENDA

1. **RESOLUTION R-122-21:** Approving the City of Des Plaines Community Development Block Grant (CDBG) Program 2021 Annual Action Plan
2. **RESOLUTION R-123-21:** Awarding the Bid for 2021 Thermoplastic/Epoxy Pavement Markings and Raised Reflector Pavement Marker Replacement to Marking Specialists Corporation, Arlington Heights, Illinois in the Amount of \$89,673.00. Budgeted Funds – Motor Fuel Tax/Other Services.
3. **RESOLUTION R-124-21** and **RESOLUTION R-125-21:** Waiving Competitive Bidding and Awarding Contracts for the Purchase of Valves for the Maple Street Pump Station Improvements to Both Core & Main, LP, Carol Stream, Illinois in the Amount of \$23,515 and LAI, Ltd., Rolling Meadows, Illinois in the Amount of \$93,740. Budgeted Funds – Water/Sewer.
4. **RESOLUTION R-126-21:** Approving Task Order No. 4 with AECOM Technical Services, Inc. for Construction Engineering Services in the Amount of \$159,940. Budgeted Funds – Capital Projects.
5. **RESOLUTION R-127-21:** Waiving the Bidding Process and Approving an Agreement with Lexipol, Frisco, Texas for Policy Manual Updates, Scenario-Based Training, and Fire Legislation Updates in the Amount of \$42,814.85. Budgeted Funds – Fire Department/Professional Services.
6. **ORDINANCE M-9-21:** Amending Section 6-2-4 of the Des Plaines City Code Regarding Obscene and Immoral Acts
7. **RESOLUTION R-130-21:** Approving and Authorizing the Expenditure of Funds Pursuant to a Proposal from Anderson Legislative Consulting, Ltd. for Intergovernmental and Legislative Advocacy Services
8. **RESOLUTION R-131-21:** Approving and Authorizing the Expenditure of Funds Pursuant to a Proposal from Raucci & Sullivan Strategies, LLC for Intergovernmental and Legislative Advocacy Services
9. Minutes/Regular Meeting – July 19, 2021

UNFINISHED BUSINESS

1. **COMMUNITY DEVELOPMENT** – Alderman Malcolm Chester, Chair
 - a. **SECOND READING – ORDINANCE Z-39-21, As Amended:** Granting a Conditional Use Permit for a Commercially Zoned Assembly Use at 69-79 Broadway Street (*deferred from 7/19/2021 City Council Agenda*)

NEW BUSINESS

1. **FINANCE & ADMINISTRATION** – Alderman Artur Zadrozny, Chair
 - a. Warrant Register in the Amount of \$4,269,739.23 – **RESOLUTION R-128-21**
 - b. Discussion Regarding American Rescue Plan Act (ARPA) Funds and Storm Sewer Projects

2. **COMMUNITY DEVELOPMENT** – Alderman Malcolm Chester, Chair
 - a. Consideration of a Resolution in Support of a Cook County Class 6b Tax Incentive with Special Circumstance on Abandonment at 2180 South Wolf Road – **RESOLUTION R-129-21**

3. **LEGAL & LICENSING** – Alderman Carla Brookman, Chair
 - a. Consideration of Amendments to Title 4 of the Des Plaines City Code to Remove Fees Associated with Occasional (Garage) Sales – **ORDINANCE M-10-21**

OTHER MAYOR/ALDERMEN COMMENTS FOR THE GOOD OF THE ORDER**ADJOURNMENT**

City of Des Plaines, in compliance with the Americans With Disabilities Act, requests that persons with disabilities, who require certain accommodations to allow them to observe and/or participate in the meeting(s) or have questions about the accessibility of the meeting(s) or facilities, contact the ADA Coordinator at 391-5486 to allow the City to make reasonable accommodations for these persons.



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5380
desplaines.org

MEMORANDUM

Date: July 20, 2021

To: Michael G. Bartholomew, MCP, LEED AP, City Manager

From: John T. Carlisle, AICP, Development Manager *JTC*
Davorika Kirincic, AICP, Associate Planner, CDBG Administrator *DK*

Subject: Adoption of the Program Year 2021 (PY2021) Annual Action Plan

Issue: The CDBG grant allocation for the 2021 Program Year (October 1, 2021 - September 30, 2022) is \$318,128. The amount is determined by a formula calculated by the U.S. Department of Housing and Urban Development (HUD). Additionally, Des Plaines has approximately \$80,000 remaining from last program year.

Analysis: The Annual Action Plan will serve as the City’s budget and formal application for the use of these funds. Like previous years, the City plans to use 100% of the grant allocation to assist low- and moderate-income households. The following is the breakdown by type of program: Public Service: \$47,700; Housing Rehabilitation: \$214,803; Planning and Administration: \$63,625; and Public Facility Improvement (as a backup project): \$72,000. These allocations are consistent with past program years and are in accordance with HUD requirements.

A copy of the entire Annual Action Plan, which includes a detailed breakdown of all projects, is attached for review. Citizen participation and input are an important part of the process to develop the PY2021 Annual Action Plan. A minimum 30-day public comment period is required by HUD. Citizens were invited and encouraged to submit written comments during the public comment period, which began Wednesday, June 9, and ended on Monday, July 12. Copies of the complete draft PY2021 Annual Action Plan were available during the public comment period. No comments, questions, or concerns were received during the public period.

Recommendation: I recommend the City Council adopt the PY2021 Annual Action Plan. The plan must be submitted to HUD by August 15, 2021.

Attachments:

- Attachment 1: PY2021 Annual Action Plan Public Comment Period Summary
- Attachment 2: Resolution-R-122-21
- Exhibit A: PY2021 Annual Action Plan

PY2021 Annual Action Plan Public Comment Period Summary

The City of Des Plaines PY2021 CDBG Annual Action Plan Public Comment Period began on Wednesday, June 9, 2021 and ended on Monday, July 12, 2021. Notification of this period was published in the *Des Plaines Journal & Topics Newspaper* and uploaded on the City's website on Wednesday, June 9, 2021. During this time, citizens were invited to submit written comments or recommendations to the City. Staff did not receive any inquiries or suggestions.

A Public Hearing was scheduled for the Monday June 21, 2021 City Council meeting to allow the public to present any questions or comments for the Action Plan. The Community & Economic Development Director gave a brief review of the CDBG Program, purpose of the plan and concluded by asking for public comments. There were no comments by the City Officials or public. It is anticipated that the Annual Action Plan will be adopted by the City Council at the August 2, 2021 City Council meeting.



Davorka Kirincic/CDBG Administrator

Date: July 9, 2021

CITY OF DES PLAINES

RESOLUTION R - 122 - 21

A RESOLUTION APPROVING THE CITY OF DES PLAINES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM 2021 ANNUAL ACTION PLAN.

WHEREAS, the City is a designated entitlement community under the Community Development Block Grant program ("**CDBG**") administered by the United States Department of Housing and Urban Development ("**HUD**") and is eligible to receive \$318,128 in CDBG funds during the 2021 CDBG program year ("**CDBG Funds**"); and

WHEREAS, in accordance with certain requirements set forth in Title 24, Subtitle A, Part 91, of the Code of Federal Regulations, the City must obtain HUD approval of a "Consolidated Plan" every five years and an "Action Plan" every year prior to the disbursement of CDBG Funds to the City by HUD; and

WHEREAS, among other requirements, the Consolidated Plan and Action Plan must be developed in accordance with a "Citizen Participation Plan" that encourages low- and moderate-income persons to participate in the development of the Consolidated Plan and Action Plan; and

WHEREAS, in accordance with applicable federal regulations and the City's Citizen Participation Plan, the City Department of Community and Economic Development has developed a City Action Plan for CDBG program year 2021 ("**2021 Action Plan**"); and

WHEREAS, notice was published on June 2, 2021 in the *Des Plaines Journal*, which: (i) invited public comment on the proposed 2021 Action Plan; and (ii) announced a public hearing to be held on June 21, 2021 on the proposed 2021 Action Plan; and

WHEREAS, during the public comment period beginning on June 9, 2021 and ending on July 12, 2021, the proposed 2021 Action Plan was available to the public at the offices of the Department of Community and Economic Development and on the City website; and

WHEREAS, on June 21, 2021, the City Council conducted a public hearing on the proposed 2021 Action Plan; and

WHEREAS, the City Council has determined that it is in the best interest of the City to approve the 2021 Action Plan for submittal to HUD;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as the findings of the City Council.

SECTION 2: APPROVAL OF 2021 ACTION PLAN. The City Council hereby approves the 2021 Action Plan in the form attached to this Resolution as **Exhibit A**.

SECTION 3: AUTHORIZATION TO IMPLEMENT 2021 ACTION PLAN. The City Council hereby authorizes and directs the City Manager to take any and all action necessary to submit the 2021 Action Plan to HUD for approval and to implement the approved 2021 Action Plan upon receipt of CDBG Funds from HUD.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to the law.

PASSED this _____ day of _____, 2021.

APPROVED this _____ day of _____, 2021.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving CDBG 2021 Annual Action Plan

2021 ANNUAL ACTION
PLAN

City of Des Plaines



PREPARED BY THE CITY OF DES PLAINES
DEPARTMENT OF COMMUNITY AND
ECONOMIC DEVELOPMENT:
DRAFT FOR ADOPTION

PLANNED DATE OF ADOPTION:
AUGUST 2, 2021

2021 ANNUAL ACTION PLAN

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THE PROCESS

AP-05 EXECUTIVE SUMMARY-91.200(C), 91.220(B)

Introduction

The City of Des Plaines is classified as an entitlement community with a population of over 50,000 and receives an annual allocation of Community Development Block Grant (CDBG) funding from the Department of Housing and Urban Development (HUD).

The City of Des Plaines expects to receive \$318,128 for Program Year (PY) 2021 from HUD. This amount reflects a zero point nine percent (0.9%) increase from PY2020. The annual CDBG budget is determined by HUD through a statutory dual formula that uses several objective measures of community needs that include: extent of poverty, population, housing overcrowding, age of housing, and population growth lag in respect to other metropolitan areas. The City is also planning to reprogram an estimated amount of \$80,000 from the last program year.

There are three essential documents required by HUD from all recipients of the CDBG Program: the Consolidated Plan, the Annual Action Plan, and the Consolidated Annual Performance and Evaluation Report (CAPER). The Consolidated Plan must be submitted every five years and provides a snapshot of the community's current conditions, establishes long-term objectives, strategies, and goals to mitigate the issues identified. The Annual Action Plan allows the community to make annual adjustments to meet both the goals established in the Consolidated Plan or to adapt to newer issues that may arise. At the end of the program year, the CAPER provides the results of the CDBG programs by reporting performance figures referenced in both the Consolidated and Annual Action Plan. The Annual Action Plan and its respective CAPER must be submitted annually.

The Annual Action Plan will serve as the City's budget and formal application for these funds. Also, the City of Des Plaines plans to use 100% of the grant to assist low- and moderate-income households.

Although a member of the Cook County Consortium, the City will continue to receive a direct allocation of CDBG funds from HUD, and the strategies developed for the use of our CDBG funding are specific to the City of Des Plaines.

Des Plaines will continue to plan, draft and approve the Annual Action Plan, CAPER and other required HUD reports. However, certain plans and reports, including Annual Action Plans, need to be submitted to Cook County first, which will then submit them to HUD, along with the plans and documents of other municipalities participating in Cook County's HOME Consortium.

The purpose of the Annual Action Plan is to describe the housing and community development goals that the City plans to address during the program year and how it will utilize its CDBG funds.

The City is now in the process of drafting the PY2021 Annual Action Plan which proposes programs and activities that are to be funded by the CDBG annual budget for the time period of October 1, 2021, to

September 30, 2022. Activities during the second year of the Consolidated Plan will continue to address the priorities and goals established by the Strategic Plan.

Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The City of Des Plaines identified six community priorities in the Strategic Plan through a needs assessment and public participation:

- 1) Capital Improvements: Preserve Existing Housing Stock
- 2) Capital Improvements: Improve Public Facilities and Public Infrastructure
- 3) Public Services: Provide Financial Assistance for Housing Programs/Services
- 4) Public Services: Provide Financial Assistance for Non-Housing Programs/Services
- 6) Conduct Planning and Administration Activities

The City of Des Plaines' entitlement grant is limited; thus, not all programs will be funded with CDBG funding. In the Consolidated Plan, the City of Des Plaines included programs that do not receive funding to ensure that the priorities of the community are met through a variety of resources.

The Community Needs are listed by HUD codes and categories. Priorities are assigned as follows:

- High-Currently funded (with CDBG funds)
- Medium-Currently funded (with CDBG funds)
- Low-Reliant upon outside support and resources

Evaluation of past performance

The City of Des Plaines has been a recipient of the CDBG funds since 1974. Since the beginning of the program, the City has obtained several million dollars in CDBG funds to address housing and community development needs for low- and moderate-income residents. The City has effectively worked with HUD over the last 40 years of the program's existence and has consistently complied with all of the federal requirements of the program.

Performance measurements have been developed for each program funded through CDBG. Every program has been assigned objectives, outcomes, and indicators. The three objectives are a suitable living environment, decent housing, and creating economic opportunities. The three outcome categories are availability/accessibility, affordability, and sustainability. Accomplishments for all programs are reported in HUD's Integrated Disbursement and Information System (IDIS). At the end of each Program Year, a CAPER is submitted to HUD and posted on the City's website, which identifies the accomplishments and level of progress in meeting the priorities and goals identified in the five-year Consolidated Plan for that respective year.

Summary of Citizen Participation Process and consultation process

The City of Des Plaines PY2021 CDBG Annual Action Plan public comment period began on Wednesday, June 9, 2021, and will end on Monday, July 12, 2021. Notification of this period was published in the *Des Plaines Journal & Topics Newspaper* on June 2, 2021, and also uploaded to the City's website on the same date. During this time, citizens are invited to submit written comments or recommendations to the City. The Public Hearing was held on June 21, 2021, at the City Council meeting to allow the public to present any questions or comments about the Annual Action Plan. Community and Economic Development staff will give a brief review of the CDBG Program and the purpose of the Annual Action Plan. The public comment period closed on July 12, 2021. Staff did not receive any inquiries or suggestions on the final Annual Action Plan. Adoption of the final Annual Action Plan is planned for August 2, 2021.

Summary of public comments

The public comment period closed on July 12, 2021. No comments, questions, or concerns were received during the public comment period.

Summary of comments or views not accepted and the reasons for not accepting them

N/A

Summary

No comments, questions, or concerns were received during the public comment period.

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PR-05 LEAD & RESPONSIBLE AGENCIES-91.200(B)

Agency/entity responsible for preparing/administering the Annual Action Plan

The following are the agencies/entities responsible for preparing the Annual Action Plan and those responsible for the administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	DES PLAINES, IL	Community and Economic Development
CDBG Administrator	DES PLAINES, IL	Community and Economic Development

Table 1 – Responsible Agencies

Narrative

The Community and Economic Development Department of the City of Des Plaines is responsible for the preparation of this Consolidated Plan and is the agency responsible for administering the City’s CDBG programs.

Annual Action Plan Public Contact Information

City of Des Plaines
Community and Economic Development
1420 Miner Street
Des Plaines, IL 60016

Primary Contact:
Davorka Kirincic, AICP, CDBG Administrator
847-391-5381 | dkirincic@desplaines.org

Secondary Contact:
John Carlisle, AICP, Economic Development Manager
847-391-5384 | jcarlisle@desplaines.org

Tertiary Contact:
Michael G. Bartholomew, MCP, LEED-AP, City Manager
847-391-5545 | mbartholomew@desplaines.org

Introduction

In order to develop the 2021 Annual Action Plan, the City of Des Plaines' Community Development Department consulted with the following City departments: Public Works and Engineering, Health and Human Services, Economic Development, Police/Social Worker. Additionally, City staff reached out to other agencies such as the Housing Authority of Cook County, Alliance to End Homelessness in Suburban Cook County Continuum of Care, local and regional nonprofit service providers, housing providers, and community residents. In general, the data used for this Annual Action Plan comes from consulted organizations, the United States Census Bureau, and HUD.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health, and service agencies (91.215(I))

The City of Des Plaines consulted with individuals, residents, government departments, nonprofit organizations, social service agencies, affordable housing providers, and others concerning the development of the Annual Action Plan. The City maintained constant contact with the public, assisted housing providers, governmental health, mental health, and service agencies. Also, focus group meetings served the dual purpose of obtaining information from service organizations and exchanging information and resources between the participating organizations.

The Health and Human Services Division works with other entities regularly regarding housing health, mental health, and services.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The City relies on the Alliance to End Homelessness in Suburban Cook County, which is the Continuum of Care coordinator for suburban Cook County, to provide data and expertise regarding the needs of homeless persons and persons at risk of homelessness. The Alliance's most recently adopted strategic plan (A Strategic Plan Forward to End Homelessness: 2019-2022 Strategic Plan, April 2019) was consulted to shape the policies of the Consolidated Plan in regards to homelessness.

The City stays informed of Continuum of Care's activities through emails and minutes of the Association of Homelessness Advocates in the North/Northwest District (AHAND), which is a coordinating entity of the Alliance to End Homelessness in Suburban Cook County and operates in an area that includes Des Plaines. The City also receives input from local social service providers to form the City's strategy that addresses the needs of the homeless and reduces the risk of future homelessness.

Finally, the Community and Economic Development Department works with City agencies, such as the Department of Health and Human Services and the Police Department, to implement programming that addresses homelessness.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies, and procedures for the administration of HMIS

The City does not receive Emergency Solutions Grant funds, but the Department works with social service sub-recipients to develop policies and evaluate outcomes of the City's homelessness prevention efforts.

Describe Agencies, groups, organizations, and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies, and other entities

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1	Agency/Group/Organization	CITY OF DES PLAINES
	Agency/Group/Organization Type	Other government-Local Grantee Department
	What section of the Plan was addressed by the Consultation?	Annual Goals & Objectives Projects
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Community & Economic Development Department consulted with the City of Des Plaines' Health & Human Services Division and Police Department concerning community needs and services being provided by local nonprofit agencies.
2	Agency/Group/Organization	COOK COUNTY
	Agency/Group/Organization Type	Other government- County
	What section of the Plan was addressed by the Consultation?	Annual Goals & Objectives Projects Other Actions
	How was the Agency/Group/Organization consulted, and what are the anticipated outcomes of the consultation or areas for improved coordination?	The City joined the Cook County HOME Consortium on October 1, 2016. As a result, the City terminated its individual 2020-2024 Consolidated Plan and 2021 Annual Action Plan, which was incorporated into Cook County's 2020-2024 Consolidated Plan. The City examined Cook County's "Planning for Progress" and the 2020-2024 Consolidated Plan to ensure that these documents were consistent with the City's goals.
3	Agency/Group/Organization	HOUSING AUTHORITY OF COOK COUNTY
	Agency/Group/Organization Type	Public Housing Authority Services-Housing
	What section of the Plan was addressed by the Consultation?	Housing Need Assessment Public Housing Needs
	How was the Agency/Group/Organization consulted, and what are the anticipated outcomes of the consultation or areas for improved coordination?	Checked their plans and activities to develop the needs assessment and other related 2018 Annual Action Plan sections.
4	Agency/Group/Organization	ILLINOIS HOUSING DEVELOPMENT AUTHORITY
	Agency/Group/Organization Type	Housing Services-Housing Other government-State

	What section of the Plan was addressed by the Consultation?	Housing Needs Assessment
	How was the Agency/Group/Organization consulted, and what are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted to provide data/input for relevant 2021 Annual Action Plan sections.
5	Agency/Group/Organization	CHICAGO METROPOLITAN AGENCY FOR PLANNING (CMAP)
	Agency/Group/Organization Type	Regional organization Planning organization
	What section of the Plan was addressed by the Consultation?	Housing Need Assessment Market Analysis
	How was the Agency/Group/Organization consulted, and what are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted to provide data/input for relevant 2021 Annual Action Plan sections.
6	Agency/Group/Organization	DES PLAINES PARK DISTRICT
	Agency/Group/Organization Type	Other government-Local
	What section of the Plan was addressed by the Consultation?	Goals & objectives Projects
	How was the Agency/Group/Organization consulted, and what are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted to provide data/input for relevant 2021 Annual Action Plan sections. The Park District has been a sub-recipient agency of the City of Des Plaines for the renovation of public parks, and therefore, communication with this agency has been ongoing.
7	Agency/Group/Organization	NORTHWEST COMPASS
	Agency/Group/Organization Type	Nonprofit agency Housing Services-Housing Services-Fair Housing Services-Homeless Services-Employment

	What section of the Plan was addressed by the Consultation?	Goals & objectives Projects
	How was the Agency/Group/Organization consulted, and what are the anticipated outcomes of the consultation or areas for improved coordination?	Northwest Compass (Formerly CEDA Northwest) provides emergency services, housing, employment, and empowerment consultation programs to foster personal responsibility and to stabilize individuals and families in crisis. The agency has been invited to provide input into the Annual Action Plan through focus group meetings and its application for CDBG funding. Northwest Compass has been a sub-recipient agency for the City of Des Plaines, and therefore, communication with this agency has been ongoing.
8	Agency/Group/Organization	WINGS
	Agency/Group/Organization Type	Nonprofit agency Housing Services-Housing Services-Victims of Domestic Violence Services-Children Services-Homeless Services-Employment
	What section of the Plan was addressed by the Consultation?	Goals & objectives Projects
	How was the Agency/Group/Organization consulted, and what are the anticipated outcomes of the consultation or areas for improved coordination?	WINGS provides housing and a wide variety of supportive services to victims of domestic violence and homelessness. The agency has been invited to provide input into the Annual Action Plan through Focus group meetings and its application for CDBG funding. Northwest Compass has been a sub-recipient agency for the City of Des Plaines, and therefore, communication with this agency has been ongoing.
9	Agency/Group/Organization	CENTER OF CONCERN
	Agency/Group/Organization Type	Nonprofit agency Services-Housing Services-Fair Housing Services-Seniors Services-Homeless Services-Employment

	What section of the Plan was addressed by the Consultation?	Goals & objectives Projects
	How was the Agency/Group/Organization consulted, and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Center of Concern is a nonprofit social service agency providing services and housing solutions to seniors, the disabled, and others in need, enabling them to live safely and independently. The Center of Concern has been supporting families and strengthening our community for nearly 40 years.
10	Agency/Group/Organization	NORTH WEST HOUSING PARTNERSHIP (NWHP)
	Agency/Group/Organization Type	Nonprofit agency Home Rehabilitation Homes for Sale Affordable Housing
	What section of the Plan was addressed by the Consultation?	Goals & objectives Projects
	How was the Agency/Group/Organization consulted, and what are the anticipated outcomes of the consultation or areas for improved coordination?	The North West Housing Partnership is dedicated to creating and implementing programs to promote economically diverse housing. Through a fiscally responsible and multi-faceted approach, North West Housing Partnership promotes public and private partnerships that create and preserve cost-effective quality housing for Low- and Moderate-Income residents and workers through housing development and renovation, education, and advocacy. The agency has been invited to provide input into the Annual Action Plan through e-mail communications, on-site meetings, and its application for CDBG funding. Northwest Compass has been a sub-recipient agency for the City of Des Plaines, and therefore, communication with this agency has been ongoing.

Table 2 – Agencies, groups, organizations that participated

Identify and Agency Types not consulted and provide a rationale for not consulting

The City operates on an open consultation process. The City maintains a mailing list of persons and agencies that express interest in participating in the Consolidated Plan/Annual Action Plan process. Notices of the availability of grant applications and the public hearing are posted on the City’s website.

Some of the individuals and groups that participated in the process are identified above. Others chose not to participate in the consultation process by not responding to notices. No individuals or agencies were intentionally left out.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Planning for Progress, Cook County’s Consolidated Plan and Comprehensive Economic Development Strategy, 2015-19	Cook County and CMAP	As a municipality within the Greater Cook County, the broad objectives and methods outlined support for more localized objectives for the City of Des Plaines.
City of Des Plaines Comprehensive Plan February 2019	City of Des Plaines	This plan called for the use of CDBG funds to support housing rehab, assistance to renters, and the creation of housing counseling programs.
A Strategic Plan to End Homelessness 2019-2022 Strategic Plan April 2019	Alliance to End Homelessness in Suburban Cook County	The Alliance is a primary resource on homelessness issues in the county, and their goals to lower the risk of homelessness underpin strategies of this Plan.
Apache Park Neighborhood Plan	Des Plaines and CMAP	This plan addresses the goal of reinvigorating one of Des Plaines’ lowest income areas with the highest concentration of ethnic minorities.
The Maturing of Illinois: Getting Communities on Track for an Aging Population, Des Plaines IL	Age Options and Frisbie Senior Center	This plan includes some suggestions on how to best accommodate Des Plaines’ growing elderly population.

Table 3 – Other local/regional/federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(I))

The City of Des Plaines maintains regular contact with the other CDBG entitlement communities in the northwest suburbs of Chicago and consults with them on how to develop this Consolidated Plan. These communities include the Village of Arlington Heights, Village of Mount Prospect, Village of Palatine, Village of Schaumburg, Village of Skokie, and the Village of Hoffman Estates. These communities have similar

needs, CDBG programming, and often fund the same sub-recipients to provide services within their separate jurisdictions. In the spring of 2016, the communities provided a joint training session for sub-recipients.

Finally, the City coordinated with Cook County regarding the new HOME Consortium, securing additional funding for housing-related issues in Des Plaines and neighboring Cook County municipalities in future years. The outcome from that training session assisted our City and our sub-recipients. Specifically, these communities now use uniform program applications, agreements, and monitoring forms.

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Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

Des Plaines' CDBG Citizen Participation Plan outlines the procedures the City will follow to solicit public participation in CDBG planning. A full copy of the City of Des Plaines' Citizen Participation Plan is available upon request from the City.

This Annual Action Plan is published in draft form and made available to the public via the City's website ([Des Plaines - CDBG Plans and Reports](#)) and in hard copy form at the Community Economic Development's office.

The City of Des Plaines PY2021 CDBG Annual Action Plan public comment period began on Wednesday, June 9, 2021, and ended on Monday, July 12, 2021. Notification of this period was published in the *Des Plaines Journal & Topics Newspaper* and also uploaded to the City's website on the same date. During this time, citizens were invited to submit written comments or recommendations to the City.

The Public Hearing was held on June 21, 2021, at the City Council meeting to allow the public to present any questions or comments about the Annual Action Plan. Community and Economic Development staff gave a brief review of the CDBG Program and the purpose of the Annual Action Plan. The public comment period closed on July 12, 2021. Staff did not receive inquiries or suggestions on the final Annual Action Plan. Adoption of the final Annual Action Plan is planned for August 2, 2021. No comments, questions, or concerns were received during the public period.

DRAFT

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Public Hearing	Not targeted/broad community	A Public Hearing will hold at the City Council, on June 21, 2021			desplaines.org/CDBG
2	Internet outreach	Not targeted/broad community	Notice concerning the availability of CDBG applications, the Public Hearing, and the 30-day Draft Annual Action Plan was posted on the City's website.			desplaines.org/CDBG
3	Newspaper Ad	Not targeted/broad community	The City published a legal notice in the Journal and Topics newspaper concerning the availability of CDBG applications, the Public Hearing, and the 30-day Draft Annual Action Plan was posted on the City's website.	N/A		
4	Focus Group Meetings	Applicants	Focus Group/one pre-application meeting for Public Services was held on May 5, 2021.	N/A		

Table 4 – Citizen Participation Outreach

EXPECTED RESOURCES

AP-15 EXPECTED RESOURCES – 91.420(B), 91.220(C) (1,2)

Introduction

The resources tallied in the below table are up to date as of the submission of this Final Plan Document to the Des Plaines City Council on August 2, 2021.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of Con Plan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Federal, HUD	Housing, Public Infrastructure, Public Facilities, Public Services, Planning and Admin	318,128	N/A	Approx. \$80,000 additional /Entitlement Fund rollover from prior year	Approx. \$398,128	\$831,024	Assuming annual allocation remains similar, 4 years x \$307,000 + prior year resources =Expected Remainder

Table 1 – Anticipated Resources-Priority Table

Explain how federal funds will leverage those additional resources (private, state, and local funds), including a description of how matching requirements will be satisfied

The City of Des Plaines does not anticipate using federal funds with a matching requirement, and the CDBG entitlement grant does not have a matching requirement.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

As mentioned earlier in the PY2020-2024 Consolidated Plan the three publicly owned parks: Apache Park Eaton Field park and Seminole Park are in neighborhoods that contain a relatively high percentage of minority households, and the parks themselves require improved and new facilities. During the last five years, all three parks were improved through CDBG funding as backup projects. Although subject parks already received funding there is still room for further improvements in mentioned parks if funds will be available in the next five years.

Discussion

The City of Des Plaines has been allocated \$318,128 in CDBG funds for 2021. There are approximately \$80,000 in leftover funds available from PY2020. The City plans to spend all available \$398,128 available for the PY2021.

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ANNUAL GOALS AND OBJECTIVES

AP-20 ANNUAL GOALS AND OBJECTIVES– 91.420, 91.220(C)(3) & (E)

2020 Goals Summary Information

	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Capital Improvements: Improve Public Facility	2021	2022	Non-Housing Community development	Low-Income Census Block Groups	Improve Public Facilities in Low- and Moderate Income Area	\$72,000 Backup Project	Public Facility Activities other than Low- and Moderate Income Housing Benefit Number of Residents (1638)
2	Capital Improvements: Preserve Existing Housing Stock	2021	2022	Affordable Housing	City Limits of Des Plaines	Ensure Housing is Affordable, Accessible & Sustainable	\$214,803	Homeowner Housing Rehabilitated-Household Housing Unit Number of Household Housing Units (9)
3	Public Services: Provide Financial Assistance for Housing Programs/Activities	2021	2022	Affordable Housing Non-Homeless Special Needs Risk of Homeless	City Limits of Des Plaines	Ensure Housing is Affordable, Accessible & Sustainable Provide Public Services	\$35,000	Homeless Prevention Number of Persons Receiving Public Services (325)
4	Public Services: Provide Financial Assistance for Non-Housing Service	2021	2022	Non-Homeless Special Needs Homeless	City Limits of Des Plaines	Provide Public Services	\$12,700	Public Service Activities Other Than Low- and Moderate Income Housing Benefit/Residents Number of Persons Receiving Public Services (27)
5	Planning and Administration: Conduct Planning and Administration Activities	2021	2022	Planning and Administration	City Limits of Des Plaines	Conduct CDBG Planning & Administration Activities	\$63,625	-

Table 2 – Goals Summary

Goal Descriptions

Capital Improvements: Preserve Existing Housing Stock

Des Plaines will use CDBG funds to assist low-income residents to reduce their housing cost burden by providing counseling, home repairs, and home modifications. City CDBG staff would like to provide affordable, accessible, sustainable housing for our growing elderly low- and moderate-income population. City CDBG staff will partner with the City's Department of Health and Family Services, the Department of Buildings, and our sub-recipient social service agencies to reassess the need for modified and new housing-related programming in future years as we prepare our annual action plans.

Capital Improvements: Improve Public Facilities and Public Infrastructure

Des Plaines will use CDBG to improve park facilities, landscaping, lighting, streets, alleys, sewers, and other infrastructure improvements in low- and moderate-income neighborhoods. City CDBG staff will partner with the Department of Public Works and the Des Plaines Park District, as well as other potential city agencies, to assess new future project viability in low- and moderate-income neighborhoods as we prepare future annual action plans. All the above-mentioned improvements will be completed only as backup projects in case of accumulated unexpended CDBG funds from previous years.

Public Services: Provide Financial Assistance for Housing Programs/Services

Provide Financial Assistance to support social service agencies that provide housing counseling, supportive, and referral services; home-sharing, child and youth services; senior services that enabled them to "age in place"; special needs services; health care services; financial, career, and employment counseling services; interpretation services with multilingual staff; and housing-related services by addressing issues such as homelessness prevention and helping homelessness.

Public Services: Provide Financial Assistance for Non-Housing Programs/Services

Provide Financial Assistance to support social service agencies that provide Non-Housing Programs and public services including but not limited to the counseling, emergency, and transitional housing for runaway youth and abused spouses as limited clientele/presumed benefits

Planning and Administration: Conduct Planning and Administration

Des Plaines will use 20% of its CDBG funds to conduct, administer, and plan its programming. Prepare the five-year Consolidated Plan, the one-year Action Plan, and Consolidated Annual Performance and Evaluation Report (CAPER), and administer the CDBG program daily.

AP-35 PROJECTS – 91.420, 91.220(D)

Introduction

The City has found that many of the following projects, introduced via previous Consolidated Plans, still serve an unmet need in our low- and moderate-income communities, and should be continued with the start of our CDBG 2020 Program Year on October 1, 2020. Besides, the City would like to continue to allocate CDBG funds toward new public facility improvements of public parks in low to moderate-income areas as backup projects. Finally, the new 2020-24 Consolidated Plan has identified new areas of need that CDBG funds can be used to address. The City will be pursuing relationships with current sub-recipients to implement programs that address the needs of the Consolidated Plan.

Projects

#	Project Name
1	Public Facility Improvements (as a backup project)
2	North West Housing Partnership: Home Repair Program
3	North West Housing Partnership: Minor Repair (and Home Accessibility Modification Program)
4	City of Des Plaines, CED: Emergency Repair Program
5	Northwest Compass: Housing Counseling Program
6	WINGS, Safe House and Community Based Services Program
7	Center of Concern, Housing Counseling, Resources, and Home Sharing Program
8	Center of Concern, Senior Housing, and Supportive Services Program
9	The Harbour, Emergency Shelter, and Transitional Housing for Homeless Youth Program
10	City of Des Plaines, CED: Planning and Administration

Table 20 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The above programs receive an allocation relative to their rudimentary cost and benefit to the community. For instance, public facilities and infrastructure have quite a high cost compared to other projects, due to the nature of the work being done. However, these projects benefit entire neighborhoods of households, not just households that directly participate in a program. Our housing-related programming receives a relatively high allocation due to the preservation of affordable housing and reducing housing cost burdens being such a fundamental goal of CDBG activity, nationwide and within the Des Plaines Community. The City’s public service programs, unfortunately, face an obstacle in that their funding allocation can only add up to 15% of the 2021 Annual CDBG Allocation (\$318,128), which means Des Plaines CDBG public service programs can receive a maximum of \$47,719 in 2021.

AP-38 PROJECT SUMMARY

Project Summary Information

1	Project Name	Public Facility Improvement Projects Des Plaines Park District: Seminole Park Improvement (as a backup project)
	Target Area	Low- and moderate-income Households throughout Des Plaines
	Goals Supported	Capital Improvements: Improve Public Facilities and Public Infrastructure
	Needs Addressed	Public Facilities in a low- and moderate-income area (see Des Plaines Consolidated Plan 2020-2024)
	Funding	\$72,000 (backup project)
	Description	The amount can range up to \$80,000 for the Public Facility Improvement Program and are available as a “backup project” in order to fulfill CDBG timeliness requirements, should other projects be delayed and not reach completion and invoice status by August 1, 2021, timeliness test. Seminole Park has been identified by the Park District as an existing public facility in a low- and moderate-income area in need. Specifically, improvements will be made to the existing playground. This project is a “backup project” meant to ensure the expedient use of 2021 CDBG funds.
	Target Date	September 30, 2022
	Estimate the number/type of households that will benefit from the proposed activity	At least 1638 residents within the aforementioned Low Moderate Income area (Census Block Group 806600-2) should benefit from the improved facility completed by this project.
Planned Activities (HUD Eligibility Activity Code)	Parks, Recreational Facilities. This activity will be performed by the Des Plaines Park District. (3F)	

2	Project Name	Northwest Housing Partnership: Home Repair Program
	Target Area	Low- and moderate-income Households throughout Des Plaines
	Goals Supported	Capital Improvements: Preserve Existing Housing Stock
	Needs Addressed	Ensure Housing is Affordable, Accessible & Sustainable
	Funding	\$179,528 (including 15% is NWHP admin costs, the bulk are granted for Low- and Moderate-Income households)
	Description	<p>The City provides single-family homeowner residences with 0% interest, deferred, forgivable loans to correct code violations, and perform large-scale home repairs. Low- and moderate-income homeowners are eligible for 100% of repair costs up to \$24,000.</p> <p>Following the completion of the rehabilitation work, a lien is placed on the property for the total cost of the work; if the homeowner does not transfer the title of the home within ten years of obtaining the loan, the lien lapses. If the title is transferred within ten years, the homeowner is required to repay the loan principal in one lump sum payment. No interest charged.</p> <p>A lead inspection is carried out before the performance of any work and is included in this budget as part of the delivery cost. HUD requires all homes receiving federal funds for housing rehabilitation assistance to undergo a lead paint inspection and risk assessment. Properties that are determined to have significant lead-based paint hazards may also be required to undergo a clearance inspection following completion of the rehabilitation work.</p>
	Target Date	September 30, 2022
	Estimate the number/type of households that will benefit from the proposed activity	Six (6) Low- and Moderate-Income homeowners will benefit from this activity. However, if the initial households do not require the maximum grant amount to complete this activity, more households can participate in this program. Also, additional households can participate if prior and current year money is not spent on infrastructure Improvement backup projects.
	Planned Activities (HUD Eligibility Activity Code)	Rehabilitation of privately owned, single-unit homes, Rehab-Administration. (14A & 14H)

3	Project Name	North West Housing Partnership: Minor Repair (and Home Accessibility Modification) Program
	Target Area	Low- and moderate-income Households throughout Des Plaines
	Goals Supported	Capital Improvements: Preserve Existing Housing Stock
	Needs Addressed	Ensure Housing is Affordable, Accessible & Sustainable
	Funding	\$29,275 (including 15% of the funding allocation will be given to Northwest Housing Partnership to cover administration costs)
	Description	<p>The Minor Repair Program offers Low- and Moderate-Income households up to \$8,000 to address minor repair issues in the home that do not cause immediate public safety concerns and therefore would not qualify for the Emergency Repair Program. Also, this program will be marked towards the Low- and Moderate-Income elderly population as well as Low- and Moderate-Income disabled populations of Des Plaines to perform accessibility modifications in these households to support “aging in place.”</p> <p>Following the completion of the rehabilitation work, a lien is placed on the property for the total cost of the work; if the homeowner does not transfer the title to the home within three (3) years of obtaining the loan, the lien lapses. If the title transfers within three (3) years, the homeowner is required to repay the loan principal in one lump sum payment. No interest charged.</p> <p>In some instances, a lead inspection will be performed before work is performed and it is included in this budget as a delivery cost.</p>
	Target Date	September 30, 2022
	Estimate the number/type of households that will benefit from the proposed activity	Des Plaines plans to serve at least three (3) Low- and Moderate-Income households with the proposed activity. These households may consist of elderly and disabled persons, but CDBG income eligibility verification procedures will be required. Also, if the initial households do not require the maximum \$8,000 grant to complete this activity, more households can participate in this program.
	Planned Activities (HUD Eligibility Activity Code)	Rehabilitation of privately owned, single-family homes and Rehab-Administration. An emphasis will be placed on accessibility modifications, such as ramps and grab bars. (14A)

4	Project Name	City of Des Plaines, CED: Emergency Repair Program (as needed)
	Target Area	Low- and moderate-income households throughout Des Plaines
	Goals Supported	Capital Improvements: Preserve Existing Housing Stock
	Needs Addressed	Ensure Housing is Affordable, Accessible & Sustainable
	Funding	\$6,000
	Description	The Emergency Repair Program will provide grants of up to \$2,500 to eligible low- and moderate-income City of Des Plaines homeowners for emergency repairs. This must be an emergency requiring immediate work (therefore circumventing the HUD requirement that three contractor bids be proposed, as in most CDBG housing rehab projects). Assistance will be provided in the form of a grant with no repayment required.
	Target Date	September 30, 2022
	Estimate the number/type of households that will benefit from the proposed activity	Two (2) Low- and moderate-income households will benefit from the proposed activity if needed. However, if the initial households do not require the maximum \$3,000 grant to complete this activity, more households can participate in this program.
Planned Activities (HUD Eligibility Activity Code)	Emergency Repair Program. An emergency is defined as “actions immediately necessary to safeguard against imminent danger to human life, health or safety, or to protect property from further structural damage (such as when a property has been damaged by a natural disaster, fire, or structural collapse)”. This program is administered by the City of Des Plaines. (14A)	

5	Project Name	Northwest Compass, Inc.: Housing Counseling Program
	Target Area	Low- and moderate-income households throughout Des Plaines
	Goals Supported	Public Services: Financial Assistance for Housing Public Programs/Services
	Needs Addressed	Ensure Housing is Affordable, Accessible & Sustainable Provide Public Services
	Funding	\$15,000
	Description	The Housing Counseling Program offers Low- and Moderate-Income residents free comprehensive counseling on Low- and Moderate-Income issues. The program's long-term objectives are to eliminate housing discrimination, prevent homelessness, and ensure equal access to standard, affordable housing for all residents, regardless of race, creed, religion, national origin, age, disability, or income level.
	Target Date	September 30, 2022
	Estimate the number/type of households that will benefit from the proposed activity	200 low- and moderate-income Des Plaines residents will benefit from this activity.
Planned Activities (HUD Eligibility Activity Code)	One-on-one counseling and advice for a tenant and landlord mediation, and fair housing information, quarterly First Time Home Buyers Seminars, and ongoing reverse mortgage, budget, and financial counseling. The housing staff typically conducts 30, 60, and 90 days follow-up reviews to ensure households continue to be stabilized (05U & 05J).	

6	Project Name	Women in Need Growing Stronger (WINGS): Safe House Emergency Shelter (Domestic Violence) Program
	Target Area	Low- and moderate-income households throughout Des Plaines
	Goals Supported	Public Service: Financial Assistance for Non-Housing Public Programs/Services
	Needs Addressed	Provide Public Services
	Funding	\$ 6,700
	Description	The goal of the Safe House Emergency Shelter Program is to reduce homelessness by assisting victims, and their children, of domestic violence. Victims and their children who seek shelter through the Safe House are fleeing violence in their homes and are therefore homeless. To participate, the family must currently be homeless or at immediate risk of homelessness and must agree to adhere to the goals and requirements of the program.
	Target Date	September 30, 2022
	Estimate the number/type of households that will benefit from the proposed activity	20 Des Plaines women or women and children at risk of homelessness will benefit from this activity.
Planned Activities (HUD Eligibility Activity Code)	<ul style="list-style-type: none"> o WINGS Safe House provides up to 90 days of emergency shelter combined with supportive services that include, but are not limited to: daily needs (food, clothing), case management, advocacy for employment, education, and legal, therapeutic counseling (group, family, individual, child). o Community-Based Services provides counseling, safety planning, advocacy to individuals in the community who are not prepared to leave their domestic violence situation but require assistance in collecting the resources and information so they may leave as easily as possible. These services are delivered within community centers so the victim may seek assistance without drawing attention to themselves by their abuser. (5G) 	

7	Project Name	Center of Concern: Homeless Prevention, Housing Counseling, Resources, and Home Sharing
	Target Area	Low- and moderate-income households throughout Des Plaines.
	Goals Supported	Public Services: Financial Assistance for Housing Public Programs/Services
	Needs Addressed	Ensure Housing is Affordable, Accessible & Sustainable Provide Public Services
	Funding	\$9,000
	Description	The Center of Concern Homeless Prevention Program will provide in-depth case management counseling of individuals at risk of homelessness, with an emphasis placed on seniors at risk of homelessness. The case manager helps clients address the issues that are responsible for their financial difficulties and develops a plan to stabilize their situation.
	Target Date	September 30, 2022
	Estimate the number/type of households that will benefit from the proposed activity	55 Des Plaines residents at risk of homelessness will benefit from this activity
	Planned Activities (HUD Eligibility Activity Code)	Services provided by the case manager may include assisting the client with legal services, employment/budget counseling, and referrals to other agencies. Often, case management clients have sought or been referred for housing assistance from the sub-recipient and other agencies. Direct financial assistance is utilized from other state and federal program sources for rental, utility, and security deposit assistance. (05U)

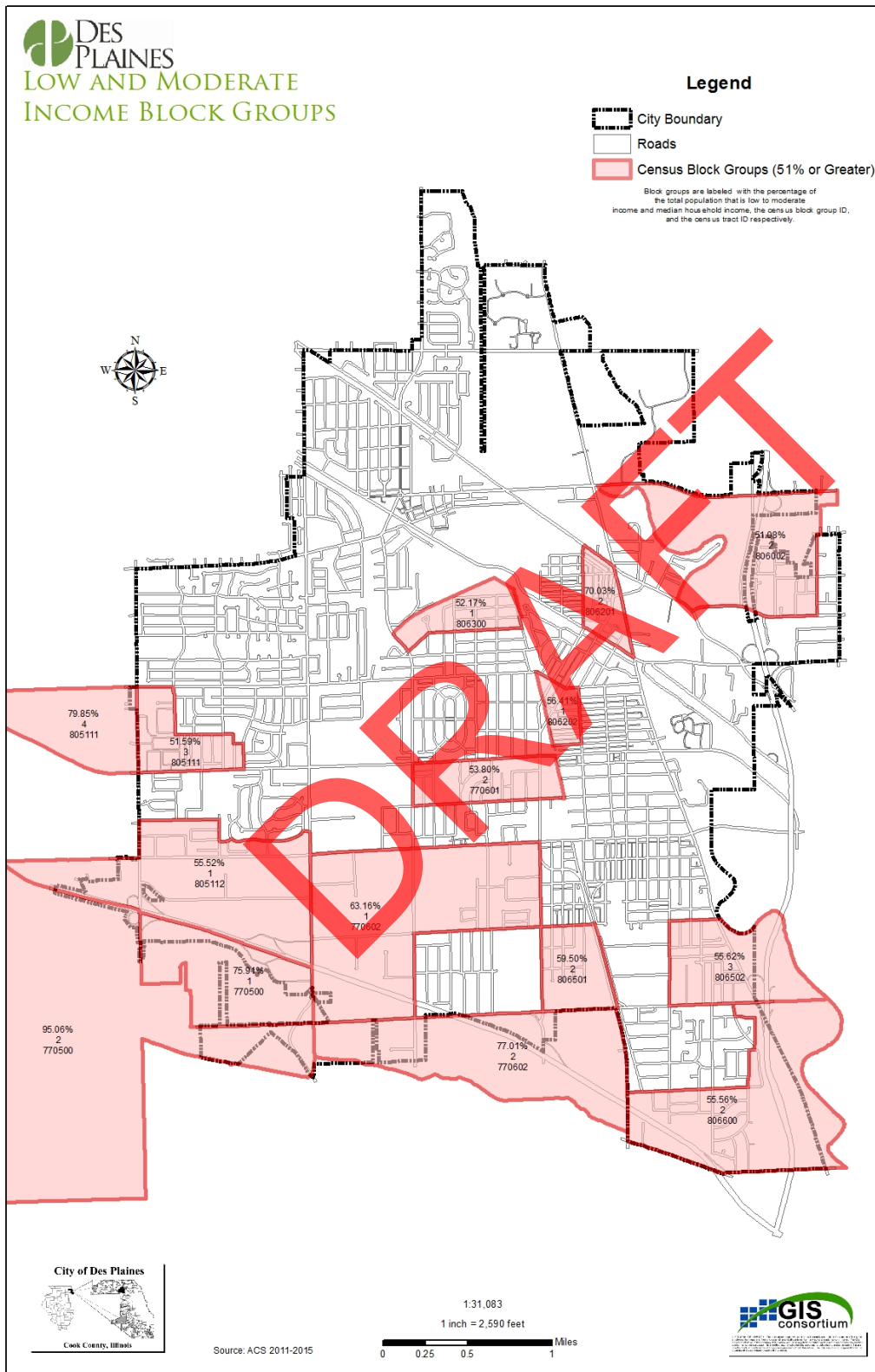
8	Project Name	Center of Concern: Senior Housing and Supporting Services
	Target Area	Homeless or those at risk of homelessness throughout Des Plaines
	Goals Supported	Public Services: Financial Assistance for Housing Public Programs/Services
	Needs Addressed	Ensure Housing is Affordable, Accessible & Sustainable Provide Public Services
	Funding	\$11,000
	Description	Housing Options and Counseling, Home Sharing, Homelessness Prevention, and Housing Supportive Services (Friendly visits, telephone reassurance, and geriatric counseling) with an emphasis placed on assisting seniors, but not limited to seniors.
	Target Date	September 30, 2022
	Estimate the number/type of households that will benefit from the proposed activity	70 Des Plaines low- and moderate-income senior residents at risk of homelessness will benefit from this activity.
	Planned Activities (HUD Eligibility Activity Code)	More than crisis intervention, the Center of Concern helps seniors retain/maintain and increase their financial and daily independence by providing housing options and services to provide housing stability and to prevent homelessness. Case Managers help seniors reduce living expenses, maintain a basic standard of living, and enable them to continue living in their local community. The program serves senior residents over the age of 62 living within the City of Des Plaines and of which 51% are of low- and moderate-income (05A, 05U & 05H).

9	Project Name	The Harbour, Inc: Emergency Shelter & Transitional Housing for Homeless Youth Program
	Target Area	Homeless youth or youth at risk of homelessness throughout Des Plaines
	Goals Supported	Provide Public Service: Financial Assistance for Non-Housing Public Programs/Services
	Needs Addressed	Provide Public Services
	Funding	\$6,000
	Description	To provide safe and transitional housing for youth ages 12-21. The goal of the program is to provide comprehensive services to homeless youth in the form of short-term housing, transitional living, and supportive services. The staff works with the young person and their families to stabilize their circumstances and to ensure that they receive the necessary assistance. Services are aimed at placement in a safe and stable living situation and eventually reuniting the participants with their families.
	Target Date	September 30, 2022
Estimate the number/type of households that will benefit from the proposed activity	7 Des Plaines youth at risk of homelessness will benefit from this activity. Although The Harbour has recently closed one group transitional housing site in a corporate Des Plaines, utilization is expected to be maintained through increased outreach efforts and locating apartment-based housing for youth who are Des Plaines residents. While The Harbour serves a relatively low number of Des Plaines clients annually, days of care (and overall expense) are high due to the long-term nature of the transitional housing component.	
Planned Activities (HUD Eligibility Activity Code)	<p><i>The Safe Harbour Emergency Shelter:</i> Intervenes at the start of homelessness and provides short-term housing, crisis intervention, and case management for homeless and runaway female and transgender youth ages 12-21. The goal of this program is to ensure that homeless youth are safe, can continue their education, and are discharged to a safe and stable environment, preferably home.</p> <p><i>The Youth in Transition:</i> Provides up to 18 months of transitional housing to youth ages 16-23 via both supervised groups living and scattered-site apartments with a declining rent subsidy.</p> <p><i>The Harbour's Successful Teens/Effective Parents (STEPs):</i> Provides up to 18 months of transitional housing via scattered-site apartments with a declining rent subsidy to pregnant and parenting youth.</p> <p>(05D)</p>	

10	Project Name	Planning and Administration
	Target Area	City of Des Plaines
	Goals Supported	Planning and Administration: Conduct CDBG Planning and Administration
	Needs Addressed	Conduct CDBG Planning and Administration Activities
	Funding	\$63,625
	Description	Max. 20% of the CDBG annual allocation is used by the City to fund the administration of the whole program.
	Target Date	September 30, 2022
	Estimate the number/type of households that will benefit from the proposed activity	All households that benefit from CDBG activities are supported by Administration.
Planned Activities (HUD Eligibility Activity Code)	Overall program administration, including (but not limited to) salaries, wages, and related costs of grantee staff or others engaged in program management, monitoring, and evaluation (21A).	

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AP-50 GEOGRAPHIC DISTRIBUTION – 91.420, 91.220(F)



Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Historically, the City of Des Plaines used CDBG dollars to fund Public Facility and Public Infrastructure Improvements, which were distributed on a geographic basis. Specifically, the Seminole Playground Improvement, the Infrastructure Improvement Program-Apache Neighborhood Street Lighting, and ADA Sidewalk Compliance Intersections Re-Construction Project benefited a more immediate geographical area, as opposed to the public service and homeless programs the Des Plaines CDBG program runs, which operate on a case-by-case basis.

The aforementioned geographical areas can be seen on the above map with the Facility or Infrastructure Improvement Program projects were taking place within any of the 13 low- and moderate-income areas (Census Block Groups filled in red), based on discussions of need between the City CDBG staff and the Department of Public Works and Engineering.

Geographic Distribution

Target Area	Percentage of Funds Current funding (\$318,128)
The City of Des Plaines/low- and moderate-income Census Block Groups	0%

Table 4a - Geographic Distribution

The rationale for the priorities for allocating investments geographically

Target Area	Percentage of Funds Total 2021 CDBG balance (\$398,128)
The City of Des Plaines/low- and moderate-income Census Block Groups	18% (\$72,000)

Table 4b – Rationale for priorities for allocating investments geographically

Discussion

All Des Plaines Public Facility and Public Infrastructure CDBG projects take place within a census block that contains at least 41.26% low- and moderate-income households. These census blocks are referred to as 'Low- and moderate-income Areas.' Therefore, the physical improvement will benefit many low- and moderate-income individuals that live nearby. For PY2021, the staff is planning to use leftover funding (approximately \$80,000) to improve a couple of public facilities as a backup project for this period.

AP-75 BARRIERS TO AFFORDABLE HOUSING– 91.420, 91.220(J)

Introduction

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Discussion

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AP-85 OTHER ACTIONS – 91.420, 91.220(K)

Introduction

The following are actions that will be undertaken by the City of Des Plaines to address obstacles to meeting underserved needs, foster and maintain affordable housing, reduce lead-based hazards, reduce the number of poverty-level families, develop institutional structure, and enhance the coordination between public and private housing and social service agencies.

Actions planned to address obstacles to meeting underserved needs

The primary obstacle to addressing underserved needs is insufficient funding. HUD allows entitlement communities to use a maximum of 15% of CDBG Entitlement funds, plus 15% of the previous year's program income, for public service programs. Currently, the City uses close to the maximum amount allowed. The sub-recipients provide invaluable services and activities for the low- and moderate-income residents of Des Plaines. Therefore, the City will continue to monitor sub-recipients to ensure that CDBG funds are used efficiently and effectively to meet the underserved needs of the City of Des Plaines community.

An obstacle to meeting underserved needs is the limited amount of developable land, rental units, and affordable housing for low- and moderate-income residents. The City's CDBG Home Repair Program, Minor Home Program, and Emergency Repair Program alleviate some of the obstacles to affordable housing by providing financial assistance to eligible low- and moderate-income residents of Des Plaines to rehabilitate and fix their homes.

Another obstacle to the delivery of services is the identification of populations and individuals who might be in need and eligible for assistance, such as the Home Repair Program, Minor Repair Program, or Emergency Repair Program. The City's Human Services Department will continue to provide information to residents and businesses to ensure the population is aware of all services available by the City, other units of government, and social service organizations.

Actions planned to foster and maintain affordable housing

During the program year, the City will take the following actions to foster and maintain affordable housing, to remove barriers to affordable housing, and encourage public housing improvements and resident initiatives:

- Home Repair Program
- Minor Repair Program
- Emergency Repair Program
- Housing Counseling Program
- Homeless Prevention, Housing Counseling, Recourses, and Home Sharing Program
- Seniors Housing and Supportive Services Program
- Emergency Shelter and Transitional Housing for Homeless Youth

o Safe House and Community Based Services

Community and Economic Development staff will continue to research and investigate alternative sources of funding to replace dwindling State and Federal funds for housing assistance and other affordable housing programs.

The City will continue to promote and enforce the goals and policies from the Comprehensive Plan relating to preserving the existing housing stock, encouraging a wide variety of housing types within the City, utilizing good housing redevelopment concepts, maintaining a good housing balance, preventing housing deterioration, and providing housing for the young, single and elderly.

Code enforcement staff will continue to uncover unsafe and unsanitary conditions. The Home Repair Program, Minor Repair Program, and Emergency Repair Program will be available to income-eligible households to improve their properties.

The Community and Development Department and Health and Human Services staff will work throughout the community to improve housing and living environments.

Actions planned to reduce lead-based paint hazards

The City is aware of the health risks, especially to children, that exists in its older homes due to the presence of lead-based paint. The City and North West Housing Partnership (who is the sub-recipient for the Home Repair Program and Minor Repair Program), comply with HUD's lead-based paint regulations concerning housing programs. The required notifications, lead-hazard testing, and lead hazard treatment protocols are followed.

Actions planned to reduce the number of poverty-level families

The City will continue to coordinate efforts and assist households with income below the poverty line with other agencies providing services to this population. The City will provide CDBG funding for programs that assist poverty-level families.

The public services partially funded by the City of Des Plaines CDBG will reduce the number of poverty-level families by providing counseling, financial support, and referral services to families in need.

Actions planned to develop an institutional structure

A key benefit of joining the Cook County HOME Consortium is strengthening institutional cooperation between the County and the City of Des Plaines.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Des Plaines CDBG staff learned a great deal about our situation in the City from the focus group meeting that involved City Departments and sub-recipient social service agencies. This year, the City held one focus group meeting, with the City's current sub-recipients. The meeting was held on May 5, 2021. Discussions and conclusions at the meeting aforementioned were used as the base planning funding of

programs for PY2021.

Also, these partner Departments and agencies are available for one-on-one consultation as needed to help strengthen the actions the City takes to alleviate low- and moderate-income household challenges.

During the PY2021, the City will enhance coordination between public and private housing and social service agencies through the Citizen Participation Plan that encourages all interested parties to share in the planning Annual Action Plan process. The City will continue to work with nonprofit service providers, other private institutions, public housing and assisted housing providers, and community organizations to discuss community needs and opportunities.

Discussion

The City recognizes that enhancing the institutional structure provides efficiencies in service that are a benefit to its residents. The various departments of the City will seek to maximize coordination with public and private housing and service providers to meet the needs of the community.

The City of Des Plaines has the primary responsibility of monitoring activities under the City's Annual Action Plan. The Community Development staff will maintain records on the progress toward meeting the goals of the Annual Action Plan and compliance with statutory and regulatory requirements. Annual accomplishments will be compared to annual goals and will be reported in the PY2020 Consolidated Annual Performance and Evaluation Report.

On February 18, 2016, the network of northwest suburban entitlement grantees (i.e. Arlington Heights, Des Plaines, Mount Prospect, Palatine, Schaumburg, and Skokie) organized and presented a sub-recipient training workshop for their collective sub-recipients. These communities also developed a common CDBG grant application and monitoring form for public services. They also met together with HUD on March 17, 2016, to receive training and strengthen their CDBG program. These tools were already used during PY2017, PY2018, PY2019, 2020 and will be used when monitoring sub-recipients in the future for PY2021.

PROGRAM SPECIFIC REQUIREMENTS

AP-90 PROGRAM SPECIFIC REQUIREMENTS – 91.420, 91.220(L) (1,2,4)

Introduction:

CDBG staff is responsible for ensuring compliance with all program-specific requirements, as well as for program monitoring and reporting. Also, the staff ensures that federal cross-cutting requirements, including the OMNI Circular, Davis-Bacon and Related Acts, Uniform Relocation Act, and Section 3, are met.

Community Development Block Grant Program (CDBG) - Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following information identifies program income over \$25,000 that is available for use that is included in projects to be carried out if applicable.

1. The total amount of program income that will have received before the start of the next program year and that has not yet been reprogrammed	\$0.00
2. The number of proceedings from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	\$0.00
3. The number of surplus funds from urban renewal settlements	\$0.00
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	\$0.00
5. The amount of income from float-funded activities	\$0.00
Total Program Income:	\$0.00

Other CDBG Requirements

1. The number of urgent need activities

Discussion:

The City is planning to use 100% of CDBG funds for activities that benefit persons of low- and moderate-income.



**PUBLIC WORKS AND
ENGINEERING DEPARTMENT**

1111 Joseph J. Schwab Road
Des Plaines, IL 60016
P: 847.391.5464
desplaines.org

MEMORANDUM

Date: July 22, 2021

To: Michael G. Bartholomew, MCP, LEED-AP, City Manager

From: Tom Bueser, Superintendent of General Services *TB*

Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering
Timothy Watkins, Assistant Director of Public Works and Engineering

Subject: Bid Award - 2021 Thermoplastic/Epoxy Pavement Markings and Raised Reflector Pavement Marker Replacement—MFT 21-00000-02-GM

Issue: The approved 2021 budget includes funding for pavement markings. Two bids for this service were received on July 1, 2021.

Analysis: The Public Works and Engineering Department contracts thermoplastic street lane marking and raised reflective pavement marker replacement/repair each year based on a citywide survey of existing markings. This project consists of removing and remarking centerlines, crosswalks, stop bars, and parking lane lines. The bid specifications require vendors to provide unit prices for over 48,000 feet of various sizes of pavement marking lines and replacement/repair of 350 raised reflectors. A bid summary is listed below:

Company	Total Contract Price
Marking Specialists Corporation	\$89,673.00
RoadSafe Traffic Systems, Inc	\$130,844.17

Recommendation: We recommend award of the 2021 Thermoplastic/Epoxy Pavement Markings and Raised Reflector Pavement Marker Replacement – MFT-21-00000-02-GM to Marking Specialists Corporation, PO Box 745, Arlington Heights, IL 60006, in the amount of \$89,673. Funding for this project will be from Motor Fuel Tax, Other Services account (230-00-000-0000.6165).

Attachments:

Resolution R-123-21
Exhibit A – Marking Specialists Corporation Contract

CITY OF DES PLAINES

RESOLUTION R - 123 - 21

A RESOLUTION APPROVING AN AGREEMENT WITH MARKING SPECIALIST CORPORATION FOR THE 2021 THERMOPLASTIC/EPOXY PAVEMENT MARKINGS AND RAISED REFLECTOR PAVEMENT MARKER REPLACEMENT PROJECT, MFT-21-00000-02-GM.

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the City has appropriated funds in the Motor Fuel Tax Fund for use by the Department of Public Works and Engineering during the 2021 fiscal year for the 2021 Thermoplastic/Epoxy Pavement Markings and Raised Reflector Pavement Marker Replacement Project, MFT-21-00000-02-GM, which includes removing and remarking centerlines, crosswalks, stop bars, and parking lane lines throughout the City ("**Work**"); and

WHEREAS, pursuant to Chapter Ten of Title One of the City of Des Plaines City Code, the City issued an invitation for bids for the performance of the Work; and

WHEREAS, the City received two bids, which were opened on July 1, 2021; and

WHEREAS, Marketing Specialist Corporation ("**Contractor**") submitted the lowest responsible bid in the amount of \$89,673; and

WHEREAS, the City desires to enter into an agreement with Contractor for the performance of the Work in the not-to-exceed amount of \$89,673 ("**Agreement**"); and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into the Agreement with Contractor;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: APPROVAL OF AGREEMENT. The City Council hereby approves the Agreement in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT. The City Council hereby authorizes and directs the Mayor and the City Clerk to execute and seal, on behalf of the

City, final Agreement only after receipt by the City Clerk of at least one executed copy of the Agreement from Contractor; provided, however, that if the City Clerk does not receive one executed copy of the Agreement from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Agreement will, at the option of the City Council, be null and void.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Agreement with Marking Specialist Corp for Thermoplastic Lane Markings and Reflectors



Local Public Agency
Formal Contract Proposal



COVER SHEET

Proposal Submitted By:
 Contractor's Name
 MARKING SPECIALISTS CORPORATION
 Contractor's Address
 P.O. Box 745
 City
 ARLINGTON HTS.
 State
 IL
 Zip Code
 60006

STATE OF ILLINOIS
 Local Public Agency
 City of Des Plaines
 County
 Cook
 Section Number
 21-00000-02-GM
 Route(s) (Street/Road Name)
 Various Locations
 Type of Funds
 MFT

Proposal Only Proposal and Plans Proposal only, plans are separate

Submitted/Approved
For Local Public Agency:

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature Date

Submitted/Approved

County Engineer/Superintendent of Highways Date

For a Municipal Project

Submitted/Approved/Passed

Signature Date
6-7-21

Official Title
Mayor

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature Date
A OF U
APPROVED BY IDOT PER
AGREEMENT DATED 4/18/05

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Des Plaines	Cook	21-00000-02-GM	Various Locations

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of THE CITY CLERK, ROOM 602
 Name of Office
CITY OF DES PLAINES, 1420 MINER STREET, DES PLAINES, IL 60016 until 10:00 AM on 07/01/21
 Address Time Date

Sealed proposals will be opened and read publicly at the office of CITY HALL
 Name of Office
CITY OF DES PLAINES, 1420 MINER STREET, DES PLAINES, IL 60016 at 10:00 AM on 07/01/21
 Address Time Date

DESCRIPTION OF WORK

Location	Project Length
VARIOUS STREETS THROUGHOUT THE CITY OF DES PLAINES	

Proposed Improvement
 2021 Thermoplastic/epoxy pavement markings and raised reflective pavement marker replacement and raised reflective pavement marker reflector replacement

1. Plans and proposal forms will be available in the office of
PUBLIC WORKS
 1111 JOSEPH SCHWAB ROAD, DES PLAINES, IL 60016

- Prequalification
 If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.
- The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
- The following BLR Forms shall be returned by the bidder to the Awarding Authority:
 - Local Public Agency Formal Contract Proposal (BLR 12200)
 - Schedule of Prices (BLR 12201)
 - Proposal Bid Bond (BLR 12230) (if applicable)
 - Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
 - Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)
- The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
- Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
- The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
- If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
- Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Des Plaines	Cook	21-00000-02-GM	Various Locations

PROPOSAL

1. Proposal of MARKING SPECIALISTS CORPORATION
Contractor's Name
P.O. Box 745, ARLINGTON HTS., IL 60006
Contractor's Address
2. The plans for the proposed work are those prepared by _____
and approved by the Department of Transportation on _____.
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by _____ unless additional time is granted in accordance with the specifications.
6. The successful bidder at the time of execution of the contract Will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.
7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.
8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.
10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds Will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: _____ Treasurer of _____.
The amount of the check is _____ (_____).

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number _____.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Des Plaines	Cook	21-00000-02-GM	Various Locations

CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Des Plaines	Cook	21-00000-02-GM	Various Locations

SIGNATURES

(If an individual)

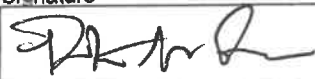
Signature of Bidder	Date	
Business Address		
City	State	Zip Code

(If a partnership)

Firm Name		
Signature	Date	
Title		
Business Address		
City	State	Zip Code

Insert the Names and Addresses of all Partners

(If a corporation)

Corporate Name		
MARKING SPECIALISTS CORPORATION		
Signature	Date	
	7.1.2021	
Title		
EXEC. V.P.		
Business Address		
P.O. Box 745		
City	State	Zip Code
ARLINGTON HTS.	IL	60006

Insert Names of Officers

President
ALFREDO ZAVANA

Attest:



Asst. Secretary

Secretary



Treasurer



RETURN WITH BID



SCHEDULE OF PRICES

County COOK
 Local Public Agency CITY OF DES PLAINES
 Section MFT 16-00000-02-GM
 Route VARIOUS

Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements \$89,673.00

Item No.	Items	Unit	Quantity	Unit Price	Total
1	THPL PVT MK LINE 4'	FOOT	22,225	\$ 1.00	\$ 22,225.00
2	THPL PVT MK LINE 6'	FOOT	15,223	1.50	22,834.50
3	THPL PVT MK LINE 12'	FOOT	2,176	3.00	6,528.00
4	THPL PVT MK LINE 24'	FOOT	2,868	6.00	17,208.00
5	THPL PVT MK LTRS & SYMB	SQ FT	710	4.25	3,017.50
6	EPOXY PVT MK LINE 6'	FOOT	6,000	1.30	7,800.00
7	Reflector Replacement -- yellow	EACH	98	20.00	1,960.00
8	Reflector Replacement -- white	EACH	99	20.00	1,980.00
9	Raised Reflector Pvmt Marker-Y	EACH	25	40.00	1,000.00
10	Raised Reflector Pvmt Marker-W	EACH	128	40.00	5,120.00
	Extended Total				



Local Public Agency Proposal Bid Bond



Local Public Agency CITY OF DES PLAINES	County Cook	Section Number 21-00000-02-GM
--	----------------	----------------------------------

WE, Marking Specialist Corporation as PRINCIPAL, and The Ohio Casualty Insurance Company as SURETY, are held jointly, severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section. THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 1st of July, 2021

Principal

Company Name
Marking Specialist Corporation

Signature [Signature] Date 7.1.2021

By: [Signature]

Title
EXEC. V.P.

Company Name

Signature _____ Date _____

By: _____

Title _____

(If Principal is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

Name of Surety
The Ohio Casualty Insurance Company

Signature of Attorney-in-Fact [Signature] Date July 1, 2021

By: [Signature]

Adrienne C. Stevenson (Separate Notary Jurat attached for the surety Attorney-in-Fact Notary)

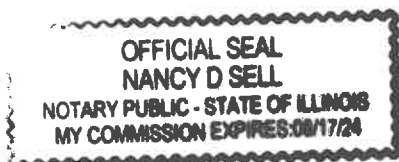
STATE OF IL
COUNTY OF 1 NANCY D. SELL, a Notary Public in and for said county do hereby certify that ROBERT W. BUBER

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of JULY 2021.

(SEAL)



Notary Public Signature [Signature]
Date commission expires August 17, 2024

STATE OF GEORGIA
COUNTY OF FULTON

I, Sharon Jean Potts, a Notary Public in and for said County, do hereby certify that Adrienne C. Stevenson as Attorney-in-Fact, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered said instrument for and on behalf of

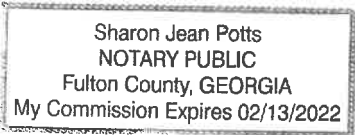
THE OHIO CASUALTY INSURANCE COMPANY

for the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Atlanta in said County, this 1st day of July A.D. 2021



Notary Public





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201331

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Adrienne C. Stevenson all of the city of Atlanta, state of Georgia each individually if there be more than one named, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the above-referenced surety bond.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of May, 2019.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company



By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 30th day of May, 2019, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of July, 2021.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00am and 4:30pm EST on any business day.

Instructions for BLR 12230

Note: The instructions should not be included when the form is submitted.

This form shall be used if the Local Public Agency (LPA) allows a bid bond as a Proposal Guaranty for all bid submissions on Motor Fuel Tax (MFT) or State funded contracts, deliver/install proposals and material proposals. See the Bureau of Local Roads and Streets Manual (BLRS) Chapter 12 for more information.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Local Public Agency	Insert the name of the LPA soliciting bids for the project.
County	Insert the name of the County in which the LPA is located.
Section Number	Insert the section number assigned to this project without dashes.
Principal Name and Address	Insert the names(s) and address(es) of the principal(s) of the company submitting the bid.
Surety Name and Address	Insert the name and address of the surety company providing the bid bond
Day	Insert the day of the month.
Month and Year	Insert the month and year.
Company Name	Insert the company's name that is submitting the bid.
By:	The authorized company officer shall sign and date here and insert their title.
Company Name	Insert the other company's name if bidder is a joint venture.
By:	If the bid is a joint venture, the authorized company officer of the joint bidder will sign here, and insert their title.
Name of Surety	Insert the name of the surety company providing the bid bond. This must be completed by the surety.
By: (Attorney-in-fact)	The attorney-in-fact shall sign and date here. This must be completed by the surety.
State of	Insert the name of the state where the signer(s) personally appeared before the notary public.
County of	Insert the name of the county where the signer(s) personally appeared before the notary public.
Name of Notary Public	Insert the name of notary public. Insert the names of the individuals signing on behalf of the principal and surety.
Day	Insert the day of the month the notary public signed and sealed this document.
Month and Year	Insert the month and year the notary public signed and sealed this document.
Commission Expires	Insert the date the notary public's commission expires. This is to be completed by the notary public.
Notary Public	The notary public must sign here and place their seal.
Electronic Bid Bond	Check the designated box if an electronic bid bond is allowed by the LPA awarding authority. The awarding authority is responsible for checking the box.
Electronic Bid Bond ID Code	Insert the electronic bid bond identification number for IDOT's approved surety company list.
Company/Bidder Name	Insert the company/bidder name (multiple names if a joint venture).
Signature and Title	The authorized company officer(s) must sign and date here, and insert his/her title(s). (Multiple signatures are required if a joint venture.)

A minimum of four (4) signed originals must be submitted to the Regional Engineer's District office.
Following the Regional Engineer's approval, distribution will be as follows:

Local Public Agency Clerk (2)
Engineer (Municipal, Consultant or County)
District File



Apprenticeship and Training Program Certification



Local Public Agency	County	Street Name/Road Name	Section Number
CITY OF DES PLAINES	Cook	1420 MINER ST.	21-00000-02-GM

All contractors are required to complete the following certification

- For this contract proposal or for all bidding groups in this deliver and install proposal.
- For the following deliver and install bidding groups in this material proposal.

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidder's subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

TEAMSTERS LOCAL 673 INTERNATIONAL BROTHERHOOD
 OF TEAMSTERS JOINT COUNCIL NO. 25 TRAINING FUND
 US DOL REGISTERED APPRENTICESHIP PROGRAM FOR THE
 TRADE OF PAVEMENT STRIPER (WORKS TRAFFIC SAFETY WORKER TRADE)

4. Except for any work identified above, if any bidder or subcontractor shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforces and positions of ownership.

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or afterward may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder	Signature	Date
MARKING SPECIALISTS CORPORATION		7.1.2021
Title		
EXEC. V.P.		
Address	City	State Zip Code
P.O. BOX 745	ARLINGTON HTS.	IL 60006

Instructions for BLR 12325 - Page 1 of 1

Instructions should not be included when the form is submitted.

This form shall be used by the Local Public Agency (LPA) for contract proposal or material proposal/deliver and install project. It must be completed by all bidders and submitted with their bids. This is not to be used for Federally Funded projects. See the Bureau of Local Roads and Streets Manual (BLRS) Chapter 12 for more information.

- Local Public Agency Insert the name of the LPA soliciting bids for the project.
- County Insert the name of the County in which the LPA is located.
- Street Name/ Road Name Insert the name of the street/road on which the project is located. For projects that include several streets or roads insert various.
- Section Number Insert the section number assigned to this project without dashes.
- Box 1 Check this box if this is a contract proposal or if all groups are a deliver and install proposal.
- Box 2 Check this box if there are only certain groups within the material proposal that require delivery and installation.
- Groups Insert the individual groups from the material proposal schedule of prices (BLR 12241) that require the bidder to deliver and install.
- Training Programs Insert the names of all the apprenticeship or training programs that the contractor or subcontractor participates in.
- Ownership Check this box if the bidder or subcontractor will perform all or part of the work by individual owners, partners, or members and not by employees covered by prevailing wages.
- Owner/operator Insert the name(s) and position(s) of the owner/operator, if the box from above has been checked.
- Bidder Insert the name of the individual bidder or company name of the bidder.
- Address Insert the address of the bidder.
- Signature The bidder must sign and date here.
- Title Insert the title of the bidder that signed above.

Distribution:

This form is to be included in the proposal packet, except for federally funded projects, completed by bidder and returned with bid. Upon execution of a formal contract this is to be submitted with the formal contract package to the Department. For a Material/Deliver and Install project this to be maintained by the LPA. Distribution will be as listed on BLR 12200, BLR 12320, BLR 12240.



Local Public Agency	County	Street Name/Road Name	Section Number
CITY OF DES PLAINES	Cook	1420 MINER ST.	21-00000-02-GM

I, ROBERT W. BUESER of CAHON, IL,
 Name of Affiant City of Affiant State of Affiant

being first duly sworn upon oath, state as follows:

1. That I am the EXEC. V.P. of MARKING SPECIALISTS CORPORATION
 Officer or Position Bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under the proposal described above, MARKING SPECIALISTS CORPORATION, will maintain a business office in the
 Bidder
 State of Illinois, which will be located in KANE County, Illinois.
 County
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Signature	Date
	7.1.2023
Print Name of Affiant	
ROBERT W. BUESER	

Notary Public

State of IL

County MULTENY

Signed (or subscribed or attested) before me on 7.1.2023 by
(date)

ROBERT W. BUESER, authorized agent(s) of
(name/s of person/s)

MARKING SPECIALISTS CORPORATION

Bidder

Signature of Notary Public

My commission expires August 17, 2024

(SEAL)



Instructions BLR 12326 - Page 1 of 1

The instructions should not be included when the form is submitted.

This form shall be used for Local Public Agency (LPA) contract proposals and deliver and install proposals. It must be completed by all bidders and submitted with their bids. This is not to be used for Federally Funded projects. See the Bureau of Local Roads and Streets Manual (BLRS) Chapter 12 for more information.

Local Public Agency	Insert the name of the LPA soliciting bids for the project.
County	Insert the name of the County in which the LPA is located.
Street Name/Road Name	Insert the name of the street/road on which the project is located. For projects that include several streets or routes insert various.
Section Number	Insert the section number assigned to this project without dashes.
Name of Affiant	Insert the name of the Affiant.
City of Affiant	Insert the city of residence of the Affiant.
State of Affiant	Insert the State of residence of the Affiant.
Officer or Position	Insert the position held by the Affiant.
Bidder	Insert the bidder's company name.
Bidder	Insert the bidder's company name.
County of	Insert the name of the County the Affiant is in.
Signature	The Affiant must sign and date here.
Name of Affiant	Insert the name of the Affiant (typed or printed).
State	Insert the name of the state where the signer(s) personally appeared before the notary public.
County	Insert the name of the county where the signer(s) personally appeared before the notary public.
Date	Insert the date the notary witnessed the signature(s).
Name	Insert the name(s) of the Affiant.
Bidder	Insert the bidder's company name.
Notary Signature	The Notary must sign and seal here.
Date Commission Expires	The Notary must write the date their commission expires here.

Distribution:

Upon completion this document gets inserted into the Formal Contract Proposal (BLR 12200) or the Material Proposal/Deliver and Install Proposal (BLR 12240) and **must be** submitted with the contractor's bid.

Upon execution of a formal contract this form is to be submitted with the formal contract package to the Department. For a Material/Deliver and Install project this form is to be maintained by the LPA.

CITY OF DES PLAINES

CONTRACT FOR

2021 Thermoplastic/Epoxy Pavement Markings and Raised Reflective Pavement Marker Replacement and Raised Reflective Marker Reflector Replacement
MFT 21-00000-02-GM

Full Name of Bidder Marking Specialists Corporation ("Bidder")
Principal Office Address PO Box 745, Arlington Heights, IL 60006
Local Office Address 114 High Rd, Cary, IL 60013
Contact Person Robert W. Buerer Telephone Number 847-462-0799

TO: City of Des Plaines ("Owner")
1420 Miner Street
Des Plaines, Illinois 60016

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. _____ [if none, write "NONE"], which are securely stapled to the end of this Contract.

construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

1. **Work Proposal**

A. Contract and Work. If this Contract is accepted, Bidder proposes and agrees that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

B. Performance Standards. If this Contract is accepted, Bidder proposes and agrees that all Work shall be fully provided, performed, and completed in accordance with the specifications attached hereto and by this reference made a part of this Contract. No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of Owner or Bidder from those set forth in this Contract. Whenever any equipment, materials, or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

- 1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the 2021 Pavement Markings and Raised Reflector replacement within the limits of the City of Des Plaines designated areas (the "Work Site");
- 2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
- 3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates and policies of insurance specified in this Contract;
- 4. Taxes. Pay all applicable federal, state, and local taxes;
- 5. Miscellaneous. Do all other things required of Bidder by this Contract; and
- 6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and

C. Responsibility for Damage or Loss. If this Contract is accepted, Bidder proposes and agrees that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. Schedule of Prices. For providing, performing, and completing all Work, the total contract price of:

\$ _____

B. Basis for Determining Prices. It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; and
4. The approximate quantities set forth in the Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place in full compliance with this Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released; and
5. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

C. Time of Payment. It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

Bidder will invoice Owner for all Work completed, and Owner will pay Bidder all undisputed amounts no later than 45 days after receipt by Owner of each invoice.

All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract/Proposal. Each payment shall include Bidder's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Bidder's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. Contract Time

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Work within 10 days after Owner's acceptance of the Contract provided Bidder shall have furnished to Owner all bonds and all insurance certificates and policies of insurance specified in this Contract (the "Commencement Date"). If this Contract is accepted, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work not later than August 1, 2021. (the "Completion Date").

If the Work is not completed by Bidder in full compliance with and as required by or pursuant to this Contract and before the Completion Date, then Owner may invoke its remedies under this Contract or may, in Owner's sole and absolute discretion, permit Bidder to complete the Work but charge to Bidder, and deduct from any payments to Bidder under this Contract, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the following per diem administrative charge, as well as any additional damages caused by such delay:

Per Diem Administrative Charge:

\$ 1,500

4. Financial Assurance

A. Bonds. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company acceptable to Owner, each in the penal sum of the Contract Price, within 10 days after Owner's acceptance of this Contract.

B. Insurance. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide certificates and policies of insurance evidencing the minimum insurance coverage and limits set forth below within 10 days after Owner's acceptance of this Contract. Such insurance shall be in form, and from companies, acceptable to Owner and shall name Owner, including its Council members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, as an Additional Insured. The insurance coverage and limits set forth below shall be deemed to be minimum coverage and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract. The minimum insurance coverage and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability: \$500,000 each accident-injury; \$500,000 each employee-disease; \$500,000 disease-policy.

Such insurance shall evidence that coverage applies to the State of Illinois and provide a waiver of subrogation in favor of Owner.

2. Commercial Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Commercial General Liability

Limits shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

Coverage is to be written on an "occurrence" basis. Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Coverage shall apply in excess of the limits stated in 1, 2, and 3 above.

C. Indemnification. If this Contract is accepted, Bidder proposes and agrees that Bidder shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract.

D. Penalties. If this Contract is accepted, Bidder proposes and agrees that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or

quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Contract

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract within 45 days after the date the bidder's contract proposal is opened.

6. Bidder's Representations and Warranties

To induce Owner to accept this Contract, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, (1) shall be of merchantable quality; (2) shall be free from any latent or patent defects and flaws in workmanship, materials, and design; (3) shall strictly conform to the requirements of this Contract, including without limitation the performance standards set forth in Section 1B of this Contract; and (4) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner. Bidder, promptly and without charge, shall correct any failure to fulfill the above warranty at any time within two years after final payment or such longer period as may be prescribed in the performance standards set forth in Section 1B of this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Bidder's obligation to correct Work shall be extended for a period of two years from the date of such repair or replacement. The time period established in this Section 6A relates only to the specific obligation of Bidder to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Bidder has under this Contract.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. and any other prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq.; and any statutes regarding safety or the performance of the Work.

C. Prevailing Wage Act. This Contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Act"). If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate will apply to this Contract.

Certified payroll shall be submitted to the IDOL portal and with a pdf copy of the email certification from IDOL submitted to the City. Prevailing Wage Act - Conciliation and Mediation Division (illinois.gov)

D. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

E. Qualified. Bidder has the requisite experience minimum of 10 years, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above. Bidder warrants and represents that it has met and will meet all required standards set forth in Owner's Responsible Bidder Ordinance M-66-11, including, without limitation, that Bidder and all of Bidder's subcontractors have an active apprenticeship and training program approved and registered with the United States Department Labor Bureau of Apprenticeship and Training for each of the trades that will perform Work under this Contract.

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

A. Reliance. Owner is relying on all warranties, representations, and statements made by Bidder in this Contract.

B. Reservation of Rights. Owner reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract and in Owner's written notification of acceptance in the form included in this bound set of documents.

D. Remedies. Each of the rights and remedies reserved to Owner in this Contract shall be cumulative and additional to

any other or further remedies provided in law or equity or in this Contract.

E. Time. Time is of the essence for this Contract and, except where stated otherwise, references in this Contract to days shall be construed to refer to calendar days.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

G. Severability. The provisions of this Contract/ Proposal shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder, except that Owner has the right, by written order executed by Owner, to make changes in the Work ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, then an equitable adjustment in the Contract Price or Contract Time may be made. No decrease in the amount of the Work caused by any Change Order shall entitle Bidder to make any claim for damages, anticipated profits, or other compensation.

I. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.

J. Governing Law. This Contract, and the rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Every provision of law required by law to be inserted into this Contract/Proposal shall be deemed to be inserted herein.

Thermo 2021		ALL NUMBERS ARE IN FEET					SYBM. SQ. FT.
LOCATION		4"	6"	12"	24"		
Fargo and Chestnut	1 Ladder			164			
Pinehurst and Harvard	2 Stop Bars 4 Crosswalks		192			24	
Cambridge and Harvard	2 Stop Bars 4 Crosswalks		192			24	
Howard: Mt P to Mannheim	All except Howard and Lee	15800	704	636		377	
Center: Oakton to Algonquin	All	5200	1008	168		88	
Oakton and Ridge	1 Stop Bar 1 Crosswalk		92			18	
Oakton and Short	1 Stop Bar 1 Crosswalk		72			13	
Marshall and Cordial (on Cordial)	1 Stop Bar 1 Crosswalk		54			12	
Marshall and Dover	2 Stop Bars 3 Crosswalks		156			25	
Dover Ln and Dover Dr	1 Stop Bar 1 Crosswalk		18			18	
Dover Ln and Dover Dr	1 Ladder			78			
Denver and Miami	1 Crosswalk		44				
Pennsylvania and Roxbury	3 Stop Bars 2 Cont			96		36	
Winthrop and Bradrock	1 Stop Bar 1 Crosswalk		74			18	
Winthrop and Oakton	1 Stop Bar 1 Crosswalk		64			15	
Jarvis and Oxford	1 Stop Bar					16	
Jarvis and Wolf	2 Stop Bars 2 Crosswalks		142			30	
Birchwood and Wolf	1 Stop Bar					16	
Jarvis and Westview	4 Stop Bars 3 Crosswalks		138			48	
Jarvis and Plainfield	1 Stop Bar 1 Crosswalk		46			12	
Jarvis and Webster	2 Stop Bars 1 Crosswalk		48			25	
Jarvis and Eastview	2 Stop Bars 3 Crosswalks		124			16	
Everett and Plainfield	3 Stop Bars 2 Crosswalks		118			30	
Oakton and Oakton Pl	1 Stop Bar 1 Crosswalk		60			14	
Everett and Lee (west)	1 Stop Bar					12	
Highland and Ash	2 Stop Bars 4 Crosswalks		192			22	
Everett and Mannheim	1 Stop Bar 1 Crosswalk		46			11	
Prospect and Ash	4 Stop Bars 4 Crosswalks		244			62	
Ash and Mannheim	2 Stop Bar 2 Crosswalk 1 Cont		104	90		26	
Oakton and Bittersweet	1 Stop Bar 1 Crosswalk		44			9	
Oakton and Ash	1 Stop Bar 1 Crosswalk		72			15	
Oakton and Spruce	1 Stop Bar 1 Crosswalk		76			15	
Oakton and Oxford	1 Stop Bar 1 Crosswalk		80			15	
Forest and Fourth	2 Crosswalks		96				

Forest and Earl	3 Stop Bars 3 Crosswalks		152			36
Forest and Carol	1 Stop Bar 1 Crosswalk		44			11
Webster and Wicke	3 Stop Bars 1 Crosswalk		48			36
Webster and Forest	3 Stop Bars 3 Crosswalks		150			36
Craig and Scott	1 Crosswalk		48			
Craig and Stillwell	1 Crosswalk		44			
Nimitz and Alden	1 Crosswalk 1 Ladder		50	90		
Pratt and Mannheim	1 Stop Bar 1 Crosswalk		70			17
Greco and Pratt	1 Stop Bar 1 Crosswalk		70			17
Pratt and RR Tracks	RR Crossing Markings					120
Pratt: Mannheim to Greco	Double Yellow	600				
Pratt and Sycamore	1 Crosswalk		50			
Pratt and Maple and Curtis	4 Stop Bars 2 Ladder 1 Cross		52	300		61
Nimitz and Eisenhower	1 Crosswalk		48			
Eisenhower and North Shore	3 Crosswalks		144			
Craig and David	1 Stop Bar 1 Crosswalk		44			12
Rusty and David	3 Stop Bars 3 Crosswalks		144			36
Rusty and Estes	4 Stop Bars 4 Crosswalks		224			56
Dale and Estes	1 Stop Bar 1 Crosswalk		50			12
Jarvis and Cedar	1 Stop Bar					12
Howard and Birch	2 Stop Bars 1 Ladder 1 Cross		44	160		22
Howard and Maple	4 Stop Bars 4 Crosswalks		256			60
Howard and Orchard	1 Stop Bar 1 Crosswalk		48			12
Orchard and Stockton	2 Stop Bars 4 Crosswalks		192			24
Everett and Linden	2 Crosswalks		96			
Everett and White	4 Stop Bars 4 Crosswalks		232			54
Riverview and Elm	2 Stop Bars 4 Crosswalks		262			30
Riverview and Illinois	4 Stop Bars 4 Crosswalks		230			56
Riverview and Linden	1 Stop Bar 4 Crosswalks		208			11
Riverview and Orchard	4 Stop Bars 4 Crosswalks		208			50
Riverview and Sycamore	2 Stop Bars 4 Crosswalks		208			23
White and VanBuren	4 Stop Bars 4 Crosswalks		168			40
Cora and Whitcomb	2 Stop Bars 2 Cont 2 Cross		86	84		24
White and Whitcomb	2 Stop Bars 2 Cont 2 Cross		86	84		24
White and Forest	4 Stop Bars 4 Crosswalks		176			44
Cora and Forest	4 Stop Bars 4 Crosswalks		176			44
Cora and Wicke	4 Stop Bars 4 Crosswalks		176			44
White and Wicke	2 Stop Bars 4 Crosswalks		176			22

Orchard and Wicke	4 Crosswalks		176						
Maple and Wicke	2 Crosswalks		88						
Maple and Lincoln	2 Stop Bars 4 Crosswalks		200				22		
Cora and Lincoln	2 Stop Bars 4 Crosswalks		200				22		
Wolf Rd	Rand to Concrete All		3100				310		70
Dursey: Wolf to Church Driveway	All	425	251				32		140
Wolf and Longford	All	200	100				28		140
Timothy and Central	2 Stop Bars 2 Ladders				160		28		
Jon and Berkshire	2 Stop Bars 4 Crosswalks		176				22		
Rand and Fifth	2 Stop Bars 2 Crosswalks		124				27		
Fifth and Waikiki	2 Stop Bars 4 Crosswalks		184				24		
Fifth and Polynesiasian	1 Ladder				66				
Seegers and Sixth	3 Stop Bars 3 Crosswalks		200				48		
Miner and Acres	1 Stop Bar 1 Crosswalk		48				13		
Good and Rita	3 Stop Bars						29		
Norman and Wikins	1 Crosswalk		52						
Norman and Marshall	2 Stop Bars		220				24		
Marshall and Dulles	4 Stop Bars 4 Crosswalks		224				55		
Marshall and Westmere	4 Stop Bars 4 Crosswalks		224				55		
Westmere and Beau	4 Stop Bars 4 Crosswalks		224				55		
Millers and Elmhurst	1 Stop Bar 1 Crosswalk		60				13		
Beau and Sandy	2 Stop Bars 4 Crosswalks		240				24		
Beau and Lance	2 Stop Bars 4 Crosswalks		240				24		
Elmhurst and Holiday	1 Stop Bar 1 Crosswalk		132				25		
Totals		22225	15223	2176	2868	710			
EPOXY									
Wolf Rd	Cental to Asphalt All		6000				340		300

RAISED REFLECTORS
Campground Road
6 Yellow Lens

Wolf Road: Rand to Central
13 Yellow Lens
12 White Lens
9 White Units

Oakton: River to Lee
46 Yellow Lens
12 Yellow Units
17 White Lens
1 White Unit

River Road: Devon to Peches
33 Yellow Lens
13 Yellow Units
70 White Lens
118 White Units

**ATTACHMENT B
SPECIFICATIONS**

PAVEMENT MARKING

SECTION 780. PAVEMENT STRIPING

780.01 Description. This work shall consist of furnishing and applying pavement marking.

780.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Thermoplastic Pavement Markings	1095.01
(b) Paint Pavement Markings	1095.02
(c) Preformed Plastic Pavement Markings	1095.03
(d) Epoxy Pavement Marking	1095.04
(e) Preformed Thermoplastic Pavement Marking	1095.05
(f) Glass Beads for Pavement Markings	1095.07
(g) Polyurea Pavement Marking	1095.08

780.03 Equipment. Equipment shall be according to the following.

Item	Article/Section
(a) Thermoplastic Truck-Mounted (Note 1)	1105.01(a)
(b) Thermoplastic Hand-Operated (Note 1)	1105.01(b)
(c) Epoxy	1105.02
(d) Polyurea	1105.03

Note 1. A mechanical beader approved by the Engineer shall be used.

CONSTRUCTION REQUIREMENTS

780.04 General. Thermoplastic, epoxy, and polyurea pavement markings shall only be applied by Contractors on the list of approved Contractors maintained by the Engineer of Operations and in effect on the date of advertisement for bids.

Pavement marking on freeways shall be placed with truck-mounted equipment. Markings on roads other than freeways may be placed with either truck-mounted or hand-operated equipment.

Before applying the pavement marking material, the pavement shall be clean, dry, and free of debris or any other material that would reduce the adhesion of the markings on the pavement.

The edge of a center line or lane line shall be offset a minimum distance of 2 in. (50 mm) from a longitudinal crack or joint. Edge lines shall be approximately 2 in. (50 mm) from the edge of pavement. The finished center and lane lines shall be straight, with the lateral deviation of any 10 ft (3 m) line 1 in. (25 mm) or less.

Pavement marking words and symbols shall conform closely to the dimensions and spacing specified in the MUTCD and the plans. Deviations from the required dimensions and spacing or other departures from reasonable standards of professionalism will be cause for rejection by the Engineer.

The words and symbols shall be as specified in Table 1 in Article 780.12.

780.05 Thermoplastic. Prior to applying the thermoplastic pavement markings, the existing pavement markings shall be removed according to Section 783. The area removed shall be no wider than the width of the existing pavement markings. The new thermoplastic pavement markings shall be applied over the location where the pavement markings were removed.

The Contractor shall notify the Engineer 72 hours prior to the placement of the thermoplastic markings. At the time of this notification, the Contractor shall indicate the manufacturer and lot numbers of thermoplastic and glass beads he/she intends to use.

The compound shall be installed in a molten state at a minimum temperature of 400 °F (205 °C) and maximum temperature of 475 °F (245 °C). Scorching or discoloration of material will be cause for rejection by the Engineer. The machinery

shall be constructed so all mixing and conveying parts, up to and including the shaping-die, maintain the material in a molten state.

Thermoplastic shall be applied only when the pavement temperature is 55 °F (13 °C) or greater and no later than November 1 or earlier than April 15. If the thermoplastic markings cannot be placed according to these specifications and the road is to be opened to traffic between November 1 and April 15 and no adequate pavement markings are in place, the Contractor shall, at the direction of the Engineer, place temporary pavement markings according to Section 703. The Contractor shall remove the temporary pavement markings and place the thermoplastic pavement markings on or after April 15 or as agreed upon by the Engineer.

A binder sealer shall be applied on all hot-mix asphalt (HMA) pavements over 60 days old and on all portland cement concrete pavement surfaces where the new thermoplastic material is to be installed. The binder sealer material shall be applied as recommended by the manufacturer of the thermoplastic and in sufficient quantities to entirely cover the surface on which the thermoplastic is to be laid.

The thermoplastic material shall be applied at a thickness of not less than 100 mils (2.50 mm) but no greater than 110 mils (2.75 mm). Finished lines shall be within 1/4 in. (6 mm) of the width specified in the plans.

Thermoplastic markings shall be placed with drop on glass beads according to Article 1095.01, uniformly applied to assure adequate nighttime reflectivity. It shall be the Contractor's responsibility to use a compatible combination of thermoplastic material and beads to preclude the surface beads from sinking deeply into the thermoplastic.

The thickness of the markings will be measured above the pavement surface at random points as selected by the Engineer, to determine conformance.

- (a) If the measurements show less than 100 mils (2.50 mm), the Engineer will "chip" the edges of the markings at random points and measure the thickness of the chips to determine if the overall thickness of the markings is at least 100 mils (2.50 mm). When either the overall thickness or the thickness above the pavement surface is substantially in conformance with the thickness requirements, payment will be made at 100 percent of the contract unit prices involved.
- (b) If the thickness at a given location is less than 100 mils (2.50 mm), additional measurements will be taken on each side of the location by the Engineer to determine the extent of the deficient portion of the marking. If the average thickness of the deficient portion is less than 100 mils (2.50 mm) but more than 60 mils (1.50 mm), an adjusted unit price of 50 percent of the contract unit price involved will be used in computing payment for the area which is deficient.
- (c) If the measurements show the average thickness to be less than 60 mils (1.50 mm), the Contractor shall remove the surface of the deficient portions of the markings sufficiently to reduce the average thickness to approximately 50 mils (1.25 mm) or less. The Contractor shall then apply additional

thermoplastic material and beads to bring the thickness of the markings to at least 100 mils (2.50 mm) and the reflectivity to the minimum required values.

780.06 Paint. Prior to application of the paint pavement marking, the Contractor shall make certain the pavement surface is dry and free of dirt or grease and, if necessary, clean the surface to the satisfaction of the Engineer.

Paint shall not be applied at air temperatures below 50 °F (10 °C), unless approved by the Engineer.

The paint shall be applied at a minimum thickness of 16 mils (406 µm) and beads shall be applied to all painted surfaces at the minimum rate of 6.0 lb/gal (720 g/L) of paint used.

780.07 Preformed Plastic. The markings shall be capable of being applied on either new HMA surfaces by being inlaid into the surface, or on new and existing portland cement concrete and HMA surfaces, by means of a pressure-sensitive, precoated adhesive, or liquid contact cement which shall be applied at the time of installation.

The pavement shall be cleaned as recommended by the manufacturer.

Cleaning operations shall not begin until a minimum of 30 days after the placement of new portland cement concrete pavement.

The cleaning operation shall remove all visible evidence of curing compound on the peaks and valleys of textured concrete surfaces, remove all loose and flaking material, and round any sharp edges and irregularities.

When recommended by the manufacturer, a primer sealer shall be applied on all pavement surfaces where new preformed plastic pavement marking material is to be applied. The primer sealer shall be recommended by the manufacturer of the preformed plastic pavement material and shall be compatible with the material being used. The primer sealer shall be applied in sufficient quantities to entirely cover the pavement surface where the plastic material is to be placed. The Contractor shall not install the preformed plastic pavement markings until the primer sealer dries according to the manufacturer's recommendations.

The markings placed on the pavement shall be rolled and compacted onto the pavement with a roller or tamper cart approved by the manufacturer. This roller shall be loaded with or weigh at least 200 lb (90 kg). The Contractor shall tamp and roll the material sufficiently to prevent easy removal or peeling. Care shall be taken to cut the material in and around pavement joints or cracks and roll the material into the cracks of joints.

- (a) Type B - Inlaid Application. On freshly placed HMA, the inlaid markings shall be applied before final compaction and when the pavement temperature has cooled to approximately 150 °F (65 °C) and when, in the opinion of the Engineer, the pavement is acceptable for vehicular traffic.

The markings shall be applied at a minimum thickness of 60 mils (1.5 mm).

The markings shall be placed on the pavement by means of a mechanical applicator or by a hand method and embedded into the pavement surface with a static compaction roller with minimum water on the roller.

The initial rolling of the markings shall be in the same direction as the application to minimize buckling in front of the roller. The roller shall not be allowed to turn on the markings.

The markings shall be embedded to a depth of approximately 0.04 in. (1.0 mm).

- (b) **Type B or C - Standard Application.** The material shall be applied only when the air temperature is 60 °F (15 °C) or above and rising and the pavement temperature is 70 °F (21 °C) or greater. However, standard application of preformed plastic pavement markings will not be allowed after October 15.

When the preformed plastic markings cannot be placed according to these specifications and the road is to be opened to traffic after October 15 with no adequate pavement markings in place, the Contractor shall place preformed tape for lane lines. All other pavement markings shall be placed according to Article 703.05. The Contractor shall then place the preformed pavement markings on or as soon after April 15 as the requirements of these specifications can be met

780.08 Preformed Thermoplastic. The pavement markings shall be capable of being applied on either HMA or portland cement concrete surfaces by using a propane blowtorch.

A primer sealer recommended by the manufacturer of the preformed pavement marking material shall be applied on portland cement concrete surfaces prior to application of the preformed thermoplastic pavement marking material. The primer sealer material shall be applied in sufficient quantities to entirely cover the pavement surface where the pavement marking material is to be placed.

The pavement temperature and the ambient air temperature shall be at or above 32 °F (0 °C) at the time of installation of the pavement markings.

780.09 Epoxy. The pavement shall be cleaned by a method approved by the Engineer to remove all dirt, grease, glaze, or any other material that would reduce the adhesion of the markings with minimum or no damage to the pavement surface. New portland cement concrete pavements shall be blast-cleaned to remove all laitance.

Markings shall be applied to the cleaned surface on the same calendar day. If this cannot be accomplished, the surface area shall be recleaned prior to applying the markings. No markings shall be placed until the Engineer approves the cleaning.

Widths, lengths, and shapes of the cleaned surface shall be of sufficient size to include the full area of the specified pavement marking to be placed or removed.

The cleaning operation shall be a continuous moving process with minimum interruption to any traffic.

The material shall be applied to the cleaned road surface at 20 mils \pm 1 mil (0.51 mm \pm 0.03 mm) in thickness, before the glass beads are applied. Glass beads shall be uniformly applied by means of a double drop pressurized bead applicator system. The system shall apply both the first drop glass beads and the second drop glass beads at a rate of 10 lb/gal (1.2 kg/L). Epoxy pavement marking shall be applied only when the air and surface temperatures are a minimum of 35 °F (2 °C) and rising. Where epoxy markings cannot be placed according to these specifications and the road is open to traffic with no adequate pavement markings in place, the Contractor shall place temporary pavement markings according to Article 703.05.

Lane lines shall be applied within four calendar days after removal of any existing lane lines.

The Contractor shall provide the Engineer an accurate temperature measuring device(s) which shall be capable of measuring the pavement temperature prior to the application of the material, the material temperature at the gun tip, and the material temperature prior to mixing.

The Contractor may use preformed plastic pavement marking or thermoplastic pavement marking, meeting the applicable requirements of Sections 1095 and 780, for diagonal lines, stop bars, and letters and symbols in lieu of epoxy at no additional cost to the Department.

780.10 Polyurea. There are two types of reflective media for polyurea pavement marking. Polyurea Pavement Marking Type I uses glass beads as a reflective media. Polyurea Pavement Marking, Type II uses a combination of composite reflective elements and glass beads as a reflective media.

The pavement shall be cleaned by a method approved by the Engineer to remove all dirt, grease, glaze or any other material that would reduce the adhesion of the markings with minimum or no damage to the pavement surface. New portland cement concrete pavements shall be air-blast-cleaned to remove all laitents.

Markings shall be applied to the cleaned surfaces on the same calendar day. If this cannot be accomplished, the surface shall be re-cleaned prior to applying the markings. No markings shall be applied until the Engineer approves the cleaning.

Widths, lengths, and shapes of the cleaned surface shall be sufficient size to include the full area of the specified pavement marking to be placed.

The cleaning operation shall be a continuous moving operation process with minimum interruption to traffic.

The Contractor shall notify the Engineer 72 hours prior to the placement of the markings in order that he/she can be present during the operation. At the time of notification, the Contractor shall provide the Engineer the manufacturer and lot numbers of polyurea and reflective media that will be used.

The pavement markings shall be applied to the cleaned road surface, during conditions of dry weather and subsequently dry pavement surfaces at a minimum uniform wet thickness of 15 mils (0.4 mm) according to the manufacturer's installation

instructions. On new HMA surfaces the pavement markings shall be applied at a minimum uniform wet thickness of 20 mils (0.5 mm). The application of and combination of reflective media (glass beads and/or reflective elements) shall be applied at a rate specified by the manufacturer. At the time of installation the pavement surface temperature and the ambient temperature shall be above 40 °F (4 °C) and rising. The pavement markings shall not be applied if the pavement shows any visible signs of moisture or it is anticipated that damage causing moisture, such as rain showers, may occur during the installation and set periods. The Engineer will determine the atmospheric conditions and pavement surface conditions that produce satisfactory results.

Using the application equipment, the pavement markings shall be applied in the following manner as a simultaneous operation.

- (a) The surface shall be air-blasted to remove any dirt and residue.
- (b) The resin shall be mixed and heated according to the manufacturer's recommendations and sprayed onto the pavement surface.

The edge of the centerline or lane line shall be offset a minimum distance of 2 in. (50 mm) from a longitudinal crack or joint. Edge lines shall be approximately 2 in. (50 mm.) from the edge of pavement. The finished center and lane lines shall be straight, with the lateral deviation of any 10 ft (3 m) line not to exceed 1 in. (25 mm).

780.11 Inspection. The epoxy, thermoplastic, preformed thermoplastic, preformed plastic Type B or C, and polyurea pavement markings will be inspected following installation, but no later than October 15 for preformed plastic markings, November 1 for thermoplastic and preformed thermoplastic markings, and December 15 for epoxy and polyurea markings. In addition, they will be inspected following a winter performance period that extends 180 days from November 1.

Within 15 calendar days after the end of the winter performance period, a final performance inspection will be made. Final acceptance requirements are as follows.

- (a) Lane lines: 90 percent intact by area of each individual dashed line segment.
- (b) Crosswalks, stop lines, arrows, and words: 90 percent intact by area of each individual line, symbol, or letter.
- (c) Center lines, edge lines, gore markings, and channelizing lines: 90 percent intact by area measured over any 10 ft (3 m) length of any individual line regardless of width.
- (d) Entire project: measured in its entirety according to (a), (b), and (c) above, the entire project shall be 95 percent intact.

Upon completion of the final performance inspection, or after satisfactory completion of any necessary correction, the Engineer will notify the Contractor, in writing, of the date of such final performance inspection and release him/her from further performance responsibility.

If this inspection discloses any work, in whole or in part, which does not meet the inspection requirements, the Contractor shall, within 30 calendar days, completely repair or replace such work to the satisfaction of the Engineer.

This performance inspection and performance acceptance of the epoxy, thermoplastic, preformed thermoplastic, preformed plastic Type B and C pavement, and polyurea markings shall not delay acceptance of the entire project and final payment due if the Contractor requires and receives from the subcontractor a third party "performance" bond naming the Department as obligee in the full amount of all pavement marking quantities listed in the contract, multiplied by the contract unit price. The bond shall be executed prior to acceptance and final payment of the non-pavement marking items and shall be in full force and effect until final performance inspection and performance acceptance of the epoxy, thermoplastic, preformed thermoplastic, preformed plastic, and polyurea pavement markings. Execution of the third party bond shall be the option of the Contractor.

780.12 Method of Measurement. This work will be measured for payment as follows.

- (a) **Contract Quantities.** The requirements for the use of contract quantities shall be according to Article 202.07(a).
- (b) **Measured Quantities.** Lines will be measured for payment in place in feet (meters). Double yellow lines will be measured as two separate lines.

Words and symbols shall conform to the sizes and dimensions specified in the Illinois Manual on Uniform Traffic Control Devices and Standard 780001 and will be measured based on the total areas indicated in Table 1 or as specified in the plans.

Removal of existing pavement markings will be measured for payment according to Article 783.05.

780.13 Basis of Payment. This work will be paid for at the contract unit prices per foot (meter) of applied line width, as specified, for THERMOPLASTIC PAVEMENT MARKING - LINE; PAINT PAVEMENT MARKING - LINE; EPOXY PAVEMENT MARKING - LINE; PREFORMED PLASTIC PAVEMENT MARKING - LINE - TYPE B, C, or B - INLAID; PREFORMED THERMOPLASTIC PAVEMENT MARKING - LINE, POLYUREA PAVEMENT MARKING TYPE I - LINE, POLYUREA PAVEMENT MARKING TYPE II - LINE; and/or per square foot (square meter) for THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS; PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS; EPOXY PAVEMENT MARKING - LETTERS AND SYMBOLS; PREFORMED PLASTIC PAVEMENT MARKING - TYPE B, C, or B - INLAID - LETTERS AND SYMBOLS; PREFORMED THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS.

When the Contractor has the option of applying Permanent Pavement Marking it shall be Thermoplastic, Preformed Plastic (Type B, C, or B - Inlaid), Epoxy, or Preformed Thermoplastic Pavement Markings. It will be paid for at the contract unit price per foot (meter) of applied line for PERMANENT PAVEMENT MARKING - LINE 4 (100), 5 (125), 6 (150), 8 (200), 12 (300), 16 (400), or 24 in. (600 mm) and per

Art. 780.13

Pavement Striping

square foot (square meter) for PERMANENT PAVEMENT MARKING - LETTERS AND SYMBOLS.

Temporary pavement markings placed in lieu of permanent will be paid for according to Article 703.07.

Removal of existing pavement markings will be paid for according to Article 783.06.

***TABLE 1**

LETTERS
sq ft (sq m)

Size	A	B	C	D	E	F	G	H	I
6 ft (1.8 m)	3.1 (0.28)	4.0 (0.37)	2.7 (0.25)	3.4 (0.31)	3.3 (0.31)	2.6 (0.24)	3.3 (0.31)	3.4 (0.31)	1.5 (0.14)
8 ft (2.4 m)	5.5 (0.51)	7.1 (0.66)	4.8 (0.45)	6.1 (0.57)	5.9 (0.55)	4.7 (0.44)	5.8 (0.54)	6.0 (0.56)	2.6 (0.24)

Size	J	K	L	M	N	O	P	Q	R
6 ft (1.8 m)	2.1 (0.2)	3.1 (0.28)	2.2 (0.20)	4.2 (0.39)	4.0 (0.37)	3.4 (0.31)	3.0 (0.28)	3.6 (0.33)	3.6 (0.33)
8 ft (2.4 m)	3.7 (0.34)	5.7 (0.53)	3.8 (0.45)	7.4 (0.69)	7.1 (0.65)	6.0 (0.56)	5.3 (0.49)	6.3 (0.59)	6.3 (0.59)

Size	S	T	U	V	W	X	Y	Z
6 ft (1.8 m)	3.2 (0.30)	2.2 (0.20)	3.2 (0.30)	2.7 (0.25)	4.2 (0.39)	2.7 (0.25)	2.2 (0.20)	2.9 (0.26)
8 ft (2.4 m)	5.7 (0.53)	3.8 (0.35)	5.6 (0.52)	4.8 (0.45)	7.3 (0.68)	4.8 (0.45)	3.9 (0.36)	5.1 (0.47)

NUMBERS
sq ft (sq m)

Size	1	2	3	4	5
6 ft (1.8 m)	1.5 (0.14)	3.3 (0.31)	3.3 (0.31)	2.9 (0.26)	3.5 (0.33)
8 ft (2.4 m)	2.6 (0.24)	5.8 (0.54)	5.8 (0.54)	5.1 (0.47)	6.1 (0.57)

Size	6	7	8	9	0
6 ft (1.8 m)	3.5 (0.33)	2.2 (0.20)	3.8 (0.35)	3.5 (0.33)	3.4 (0.31)
8 ft (2.4 m)	6.2 (0.58)	3.8 (0.35)	6.7 (0.62)	6.2 (0.58)	6.0 (0.56)

SYMBOLS

Symbol	Large Size sq ft (sq m)	Small Size sq ft (sq m)
Through Arrow	11.5 (1.07)	6.5 (0.60)
Left or Right Arrow	15.6 (1.47)	8.8 (0.82)
2 Arrow Combination Left (or Right) and Through	26.0 (2.42)	14.7 (1.37)
3 Arrow Combination Left, Right, and Through	38.4 (3.56)	20.9 (1.94)
Lane Drop Arrow	41.5 (3.86)	--
Wrong Way Arrow	24.3 (2.26)	--
Railroad "R" 6 ft (1.8 m)	3.6 (0.33)	--
Railroad "X" 20 ft (6.1 m)	54.0 (5.02)	--
Handicapped Symbol	4.6 (0.43)	--

*Table applies to all types of pavement marking materials.

SECTION 781. RAISED REFLECTIVE PAVEMENT MARKERS

781.01 Description. This work shall consist of placing permanent and/or temporary raised reflective pavement markers or replacing the reflective element in a raised reflective pavement marker.

781.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Raised Reflective Pavement Markers	1096.01
(b) Temporary Raised Reflective Pavement Markers	1096.02

CONSTRUCTION REQUIREMENTS

781.03 General. The reflector may be attached to the casting prior to or after the placement of the markers. The depression in the web shall be clean and dry. The reflector shall be laminated to an elastomeric pad and adhesively attached to the casting. The protective paper or plastic film covering the adhesive pad shall be removed immediately prior to placing the reflector on the casting. Once the film covering is removed, extreme care shall be taken to avoid contamination of the exposed pad surface. An adhesive meeting the marker manufacturer's specifications shall be used. The adhesive shall be placed either on the reflector or on the web in sufficient quantity so as to ensure complete coverage of the contact area with no voids present and with a slight excess after the reflector is pressed in place.

- (a) Permanent. It shall be the Contractor's responsibility to determine the location of any traffic control devices installed in the pavement before beginning work, and shall conduct work to avoid damage to these devices. Any damage to these devices caused by the Contractor's operation shall be repaired.

The pavement shall be cut to match the bottom contour of the marker using a concrete saw fitted with 18 and 20 in. (450 and 500 mm) diameter blades. Diamond blades shall be used on portland cement concrete pavement. The cut shall be clean and completely dry prior to pouring the epoxy. After the cut is cleaned, the configuration shall be checked using a pavement marker. The marker shall fit easily within the cut with the leveling tabs resting on the pavement. If any force is required to place or remove the marker or if the leveling tabs do not rest on the pavement surface, the cut shall be enlarged as necessary. Installations on crowned pavements, super elevations, or ramps shall be cut deeper than those on level pavements if necessary to get proper marker fit. A rapid setting (hard in one hour) epoxy meeting the requirements of AASHTO M 237 shall be poured into the cut to within 3/8 in. (9 mm) of the pavement surface. The installed height for the reflective pavement markers shall be approximately 0.3 in. (7.5 mm) above the road surface.

The marker shall then be placed into the epoxy-filled cut. The leveling tabs shall rest on the pavement surface and the marker tips shall be slightly below the pavement surface when properly installed. There shall be no epoxy on the reflective lens. The epoxy, when properly mixed, shall be hard cured in 30-45 minutes. If after one hour, a screwdriver or other appointed instrument can be pushed into the epoxy, the marker and the uncured epoxy shall be removed, and the marker shall be cleaned and the unit reinstalled.

The pavement surface temperature and the ambient air temperature shall be at or above 50 °F (10 °C) at the time of installation of the marker for the epoxy adhesive to properly cure.

Unless directed by the Engineer, raised reflective pavement markers shall not be laid directly over a longitudinal crack or joint. The edge of a raised reflective pavement marker shall be offset, toward traffic, a minimum distance of 2 in. (50 mm) from the edge of pavement, a longitudinal crack or joint, or a solid lane line. Raised reflective pavement markers shall be centered in the gap between dashed line segments and the finished line of the markers shall be straight. The lateral deviation on any 10 ft (3 m) line shall not exceed 1 in. (25 mm). Raised reflective pavement markers through tangents of reverse curves which are less than 500 ft (150 m) in length shall be installed at the lesser of the two curve spacings.

The reflectors may be attached to the castings either prior to or after the placement of the markers. The depression in the web shall be clean and dry. The reflector shall be placed on the casting with sufficient pressure to firmly seat it in place, minimum load of 100 lb (45 kg). Adhesive material shall not be permitted on the reflective surface of the prismatic reflector.

- (b) Temporary. The pavement surface which the marker shall be bonded to, shall be free of dirt, curing compound, grease, oil, moisture, or any other material which would adversely affect the bond of the adhesive.

The markers shall be placed firmly on the pavement and pressed into place by slowly passing over them with a truck wheel. The pass shall not displace

the markers. In lieu of an adhesive pad, an adhesive meeting the marker manufacturer's specifications may be used. The adhesive shall be placed either on the reflector or on the web in sufficient quantity so as to ensure complete coverage of the contact area with no voids present and with a slight excess after the reflector is pressed in place.

All markers shall be monodirectional. Markers placed to the left of traffic shall be amber and markers placed to the right of traffic shall be crystal.

- (c) Replacement. All remaining portions of the existing reflector, and all traces of adhesive, rust, dirt, etc., shall be removed from the marker reflector area by sandblasting or other methods approved by the Engineer.

The Contractor shall be responsible for verifying the model numbers of castings as shown on the plans and shall be responsible for installing the proper replacement reflector in each casting.

The Contractor shall make certain the casting surface is dry and free of dirt and rust prior to placing the reflector on the casting.

The reflector shall be placed on the casting with sufficient pressure to firmly seat it in place, minimum load of 100 lb (45 kg). Adhesive material shall not be permitted on the reflective surface of the prismatic reflector. The pavement surface temperature and the ambient air temperature shall be at or above 50 °F (10 °C) at the time of application of the prismatic reflector.

781.04 Inspection of Raised Reflective Pavement Markers. The permanent raised reflective pavement marker and/or replacement reflector will be inspected following installation, but no later than November 30. In addition, they will be inspected following a winter performance period that will extend 180 days from November 30.

Within 15 calendar days after the end of the winter performance period, a final performance inspection will be made. If this inspection discloses any work which is not visibly intact and serviceable, the Contractor shall, within 30 calendar days, completely repair or replace such work to the satisfaction of the Engineer.

Measured in its entirety, the work shall be 97 percent intact.

Upon completion of the final performance inspection or after satisfactory completion of any necessary corrections, the Engineer shall notify the Contractor in writing of the date of such final performance inspection and release him/her from further performance responsibility.

This delay in performance inspection and performance acceptance of the raised reflective pavement markers shall not delay acceptance of the entire project and final payment due if the Contractor requires and receives from the subcontractor a third party "performance" bond naming the Department as obligee in the full amount of all raised reflective pavement marker quantities listed in the contract, multiplied by the contract unit price. The bond shall be executed prior to acceptance and final pavement of the nonraised reflective pavement marker items and shall be in full force and effect until final performance inspection and performance acceptance of the

Art. 781.04 Raised Reflective Pavement Markers

raised reflective pavement markers. Execution of the third party bond shall be the option of the prime Contractor.

781.05 Basis of Payment. This work will be paid for at the contract unit price per each for RAISED REFLECTIVE PAVEMENT MARKER, RAISED REFLECTIVE PAVEMENT MARKER (BRIDGE), TEMPORARY RAISED REFLECTIVE PAVEMENT MARKER, or REPLACEMENT REFLECTOR.

SECTION 782. PRISMATIC REFLECTORS

782.01 Description. This work shall consist of furnishing and installing prismatic reflectors on concrete barriers, bridge parapet walls, and mountable or barrier curbs.

782.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Prismatic Barrier Reflectors	1097
(b) Prismatic Curb Reflectors	1097

CONSTRUCTION REQUIREMENTS

782.03 General. The surface of the barrier, bridge parapet wall or curb to which the reflector shall be applied shall be free of dirt, curing compound, moisture, paint, or any other material which would adversely affect the bond of the adhesive. Cleaning of the surface shall be to the satisfaction of the Engineer.

An adhesive meeting the reflector manufacturer's specifications shall be placed either on the surface or the bottom of the reflector in sufficient quantity to ensure complete coverage of the contact area with no voids present and with a slight excess after the reflector is pressed firmly in place.

The installed height of the prismatic curb reflectors shall be a maximum of 3/4 in. (19 mm) above the mounting surface. The unit shall have one reflective surface that is placed approximately perpendicular to the mounting surface.

782.04 Basis of Payment. This work will be paid for at the contract unit price per each for MONODIRECTIONAL or BIDIRECTIONAL, PRISMATIC BARRIER REFLECTOR, and PRISMATIC CURB REFLECTOR. Where bidirectional units (two reflective surfaces) are specified, the Contractor may, at no extra cost to the Department, furnish two separate monodirectional units (single reflective surface) and mount them back to back.

ATTACHMENT C

PREVAILING WAGE ACT

Contractors to submit their payroll to the IDOL portal and submit to the City the pdf copy of the email certification from IDOL.

[Prevailing Wage Act - Conciliation and Mediation Division \(illinois.gov\)](#)

ATTACHMENT D

PERFORMANCE BOND
LABOR AND MATERIALS BOND

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

[insert contractor name and address here:] _____

as Principal (hereinafter called the "Contractor") and

[insert surety name and address here:] _____

organized and existing under the laws of the State of _____ (hereinafter called the "Surety")

are held and firmly bound unto City of Des Plaines, 1420 Miner Street, Des Plaines, Illinois, as the obligee (hereinafter called the "Owner"), in the full and just sum of *[insert full contract price here in numerals only:]* \$ _____ for the payment of which sum of money well and truly to be made, the Contractor and the Surety bind themselves and their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest and any other fees and expenses resulting from or incurred by reason of the Contractor's failure to promptly and faithfully perform its contract with the Owner, said contract being more fully described below, and to include attorneys' fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of the Surety under this bond.

WHEREAS, the Contractor has entered into a written agreement dated _____, 20 __, with the Owner titled *[insert contract title here]* (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the Contractor shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions, and agreements of the Contractor under the contract, including but not limited to the Contractor's obligations under the Contract, (1) to provide, perform, and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for *[insert general description of the Work here:]* _____; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith except as otherwise specifically provided in the Contract; (3) to procure and furnish all bonds, certificates, and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to do all other things required of the Contractor by the Contract; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract, all of which is herein referred to as the "Work," whether or not any parts of the Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of the Owner or the Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished

facilities, equipment, material, service, or site; or in or to the mode or manner of payment therefor shall in any way release the Contractor and the Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of the Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances and notice of any and all defaults by the Contractor or of the Owner's termination of the Contractor being hereby waived by the Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of the Surety under this bond in the event of the Contractor's default be greater than the obligations of the Contractor under the Contract in the absence of the Contractor default.

In the event of a default or defaults by the Contractor, the Owner shall have the right to take over and complete the Contract on 30 calendar days' written notice to the Surety, in which event the Surety shall pay the Owner all costs incurred by the Owner in taking over and completing the Contract.

At its option, the Owner may instead request that the Surety take over and complete the Contract, in which event the Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days after the date on which the Owner notifies the Surety that the Owner wants the Surety to take over and complete the Contract.

The Owner shall have no obligation to actually incur any expense or correct any deficient performance of the Contractor to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner or the heirs, executors, administrators, or successors of the Owner.

Signed and sealed on _____, 20__.

Attest/Witness:

CONTRACTOR

By: _____

By: _____

Title: _____

By: _____

Attest/Witness:

SURETY

By: _____

By: _____

Title: _____

By: _____

#23203960_v1

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

[insert contractor name and address here:] _____

as Principal (hereinafter called the "Contractor") and

[insert surety name and address here:] _____

organized and existing under the laws of the State of _____ (hereinafter called the "Surety")

are held and firmly bound unto the City of Des Plaines, 1420 Miner Street, Des Plaines, Illinois 60016, as the obligee (hereinafter called the "Owner"), for the use and benefit of itself and of claimants as hereinafter defined, in the full and just sum of *[insert full contract price here in numerals only]* \$ _____, to be paid to it or the said claimants or its or their assigns, to which payment well and truly to be made Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include attorneys' fees, court costs, and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated _____, 20__, with Owner titled " _____ " (the "Contract"), by and pursuant to which Contractor has the obligation to construct and install certain improvements for the development of _____ (the "Property"), the terms and conditions of which Contract are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall promptly pay or cause to be paid all sums of money that may be due to any claimant with respect to Contractor's obligations under the Contract: (1) to provide, perform and complete at the Property and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the construction, installation, and completion of the *[Insert description of Property improvements and structural improvements]* _____ required in the Contract; (2) to procure and furnish all permits, licenses, and other governmental approvals, and authorizations necessary in connection therewith; (3) to pay all applicable federal, state, and local taxes; (4) to do all other things required of Contractor by the Contract; and (5) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

For purpose of this bond, a claimant is defined as one having a direct contract with Contractor or with a subcontractor of Contractor to provide, perform, or complete any part of the Work.

Contractor and Surety hereby jointly and severally agree that every claimant who has not had all just claims for the furnishing of any part of the Work paid in full, including, without limitation, all claims for amounts due for materials, lubricants, oil, gasoline, rentals of or service or repairs on machinery, equipment, and tools consumed or used in connection with the furnishing of any part of the Work, may

sue on this bond for the use of such claimant, may prosecute the suit to final judgment for such sum or sums as may be justly due such claimant, and may have execution therein; provided, however, that Owner shall not be liable for the payment of any costs or expenses of any such suit. To the extent applicable, the provisions of 30 ILCS 550/1 and 30 ILCS 550/2 shall be deemed inserted herein, including the time limits within which notices of claim must be filed and actions brought under this bond.

Contractor and Surety hereby jointly agree that Owner may sue on this bond if Owner is held liable to, or voluntarily agrees to pay, any claimant directly, but nothing in this bond shall create any duty on the part of Owner to pay any claimant.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, material, service, or site; or in or to the mode or manner of payment therefor shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of said Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Signed and sealed this ____ day of _____ 20____.

CONTRACTOR

Attest:

By: _____
Name: _____
Title: _____
Telephone: _____

By: _____
Name: _____
Title: _____

SURETY

Attest:

By: _____
Name: _____
Title: _____
Telephone: _____

By: _____
Name: _____
Title: _____



**PUBLIC WORKS AND
ENGINEERING DEPARTMENT**

1111 Joseph J. Schwab Road
Des Plaines, IL 60016
P: 847.391.5464
desplaines.org

MEMORANDUM

Date: July 22, 2021

To: Michael G. Bartholomew, MCP, LEED-AP, City Manager

From: Rob Greenfield, Superintendent of Utility Services *RG*

Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering
Timothy Watkins, Assistant Director of Public Works and Engineering

Subject: Purchase of Valves for Maple Street Pumping Station Improvements

Issue: The upcoming Maple Street Pumping Station Improvements project calls for the replacement of eight valves that are obsolete and date back to the original pumping station construction. Due to the product lead time (up to 26 weeks) we propose to purchase the valves ahead of time. This will keep the cost of the valves and lead times down.

Analysis: Public Works and Engineering sent out a request for pricing on the various valves. We propose to purchase the Cla-Val from Core and Main since they submitted the lowest cost and are the Sales Representative for Cla-Val Control Valves; and purchase the Dezurik Butterfly Valves from LAI (Ley and Associates) since they submitted the lowest cost for the seven valves and are the Sales Representative for Dezurik . Prices are as follows:

BIDDER'S NAME	BID AMOUNT
Core and Main, LP	\$23,515.00
LAI, Ltd	\$93,740.00

Recommendation: We recommend award of the Purchase of Valves for Maple Street Pumping Station Improvements to both Core and Main, LP, 220 S. Westgate Dr, Carol Stream, IL 60188 in the amount of \$23,515.00 and LAI, Ltd., 5400 Newport Dr Suite 10, Rolling Meadows, IL 60008 in the amount of \$93,740.00. Funding source for this project will be Water/Sewer Fund.

- Attachments:**
- Resolution R-124-21
 - Exhibit A – Core and Main Contract
 - Resolution R-125-21
 - Exhibit A – LAI Contract

CITY OF DES PLAINES

RESOLUTION R - 124 - 21

A RESOLUTION APPROVING AN AGREEMENT WITH CORE & MAIN, LP FOR THE PURCHASE OF POTABLE WATER VALVES.

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the City has appropriated funds for use by the Department of Public Works and Engineering during the 2021 fiscal year for the purchase of certain potable water valves ("**Water Valves**"); and

WHEREAS, City staff solicited proposals from qualified vendors for the procurement of the Water Valves; and

WHEREAS, the City desires to enter into an agreement Core & Main, LP ("**Vendor**") for the Cla-Val potable water valves ("**Equipment**") in the not-to-exceed amount of \$23,515 ("**Agreement**"); and

WHEREAS, the City Council has determined that it is in the best interest of the City to waive competitive bidding and enter into the Agreement with Vendor;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: WAIVER OF COMPETITIVE BIDDING. The requirement that competitive bids be solicited for the purchase of the Equipment is hereby waived.

SECTION 3: APPROVAL OF AGREEMENT. The City Council approves the Agreement in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

SECTION 4: AUTHORIZATION TO EXECUTE AGREEMENT. The City Council authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, the final Agreement.

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Purchase of Potable Water Valves from Core & Main

CITY OF DES PLAINES
PROPOSAL AND CONTRACT
FOR PURCHASE AND DELIVERY OF PRODUCTS

OWNER:

City of Des Plaines (the "City")
1420 Miner Street
Des Plaines, Illinois 60016

TO BE SUBMITTED TO: City of Des Plaines, 1111 Joseph J. Schwab Road, Des Plaines, Illinois 60016
Attention: Rob Greenfield, before 3:00 P.M., July 12, 2021.

The City seeks your proposal and contract agreement for pricing and delivery of Potable Water valves per the Attached Specifications (Attachment B) and Valve Schedule (Attachment C).

The Product(s) must be delivered to the following address:

Des Plaines Public Works
1111 Joseph J. Schwab Road
Des Plaines, IL 60016

(the "Delivery Address")

Proposal

By filling out this Contract form, the Vendor proposes to enter into this Contract for delivery of the Products for the, stated prices and other relevant terms in the Pricing section of this Contract.

Clarifications

The City reserves the right to make clarifications, corrections, or changes in this Contract before it is accepted by the City and the Vendor.

Delivery of Contract Proposal

The Vendor must deliver this Contract proposal to the place set forth above in a sealed envelope plainly marked with the title of the Contract and the Vendor's full legal name. The Contract proposal may be delivered by mail or in person.

Opening of Contract Proposals

If the Products are being priced competitively among several vendors, then the Vendor's Contract proposal will be publicly opened and read at the time and place specified above. The Vendor is invited to be present.

Withdrawal of Contract

The Vendor may not withdraw its Contract for 30 days after it is delivered to the City.

Rejection of Contract

If the Vendor's Contract is not prepared or submitted properly, then the City may reject the Contract. If the City does not reject the Contract, then the City may require correction of any deficiency and accept the Contract after it is corrected.

Acceptance of Contract

The City may accept the Vendor's Contract if the City determines that it is the best and most favorable to the interests of the City and to the public. The City otherwise may reject the Contract or accept it in part if appropriate, and may waive irregularities and informalities in the Contract.

If the City accepts the Contract, then the Contract, together with the City's notification of acceptance in the attached form becomes the Contract.

DATED this 1st day of July, 2021.

CITY OF DES PLAINES

By: *Rob Greenfield*

Its: Superintendent of Utility Services

CITY OF DES PLAINES

CONTRACT FOR PRICING AND DELIVERY
OF POTABLE WATER VALVES

Full Name of Vendor CORE AND MAN, LP
Principal Office Address 1830 CRAIG PARK CT, ST LOUIS MO 63146
Local Office Address 220 S. WESTGATE DR, CAROL STREAM IL 60188
Contact Person MARK BARAN Telephone Number 630-665-1800

TO: City of Des Plaines
1420 Miner Street
Des Plaines, Illinois 60016
Attention: Timothy Watkins

Vendor warrants and represents that Vendor has reviewed and understood all documents included, referred to, or mentioned in this set of documents.

1. Contract to Deliver Products

A. Contract and Products. The Vendor shall deliver to the City, at the Delivery Address, the products, items, materials, merchandise, supplies, or other items identified in this Contract (the "Products") in new, undamaged, and first-quality condition. Vendor further shall:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary to deliver the Products to the City in a proper and workmanlike manner;
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary for the Products;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates and policies of insurance, if any, specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes; and
5. Miscellaneous. Do all other things required of Bidder by this Contract.

B. Performance Standards. The Vendor agrees that the Products will comply strictly with the Specifications attached hereto, **Attachment B** and by this reference made a part of this Contract. If this Contract specifies a Product by brand name or model, that specification is intended to reflect the required performance standards and standard of excellence that the City requires for the

Product. However, the Vendor may propose to deliver a Product that is a different brand or model, if the Vendor provides written documentation establishing that the brand or model it proposes to deliver possess equal quality, durability, functionality, capability, and features as the Product specified.

C. Responsibility for Damage or Loss. The Vendor shall be responsible and liable for, and shall promptly and without charge to the City, repair or replace, any damage done to, and any loss or injury suffered by, the City as a result of the Vendor's failure to perform hereunder.

D. Inspection/Testing/Rejection. The City shall have the right to inspect all or any part of the Products. If, in the City's judgment, all or any part of the Products is defective or damaged or fails to conform strictly to the requirements of this Contract, then the City, without limiting its other rights or remedies, may, at its discretion: (i) reject such Products; (ii) require Bidder to correct or replace such Products at Bidder's cost; (iii) obtain new Products to replace the Products that are defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby; and/or (iv) cancel all or any part of any order or this Contract. Products so rejected may be returned or held at Bidder's expense and risk.

2. Pricing

The Vendor shall deliver the Products to the City in accordance with the Schedule of Prices, **Attachment A**

If the City has specified the Quantity of Products to be delivered to the City on Page 1 of this Contract, then the Vendor shall take, in full payment for all Products and other matters set forth under Section 1 of this Contract, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, the total Contract Price of:

\$ 176,535.00

** See Previous Page for TOTAL **

_____ Dollars and _____ Cents (in figures only)

If the City has not specified the Quantity of Products to be delivered to the City on Page 1 of this Contract, then the Vendor shall take, in full payment for all Products and other matters set forth under Section 1 of this Contract, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, a total Contract Price that will be equal to the sum of the Unit Prices (as determined by the above Schedule of Prices) applicable to all Products accepted by the City.

B. Basis for Determining Prices. It is expressly understood and agreed that:

1. All prices stated in the Pricing section are firm and shall not be subject to escalation or change;
2. The City is not subject to state or local sales, use, and excise taxes, and no such taxes are included in the Pricing section, and that all claims or rights to claim any additional compensation by reason of the payment of any such tax are hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Products are included in the Pricing; and
4. If a Quantity of Products to be delivered to the City is specified on Page 1 of this Contract, then that amount is an estimate only. The City reserves the right to increase or decrease such quantity, and the total Contract Price to be paid will be based on the final quantity determined by the City for each Product and the actual number of Products that comply with this Contract that are accepted by the City. The Vendor hereby waives and releases all claims or rights to dispute or complain of any such estimated quantity or to assert that there was any misunderstanding in regard to the number of Products to be delivered.

C. Time of Payment

It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

Bidder will invoice Owner for all Work completed, and Owner will pay Bidder all undisputed amounts no later than 45 days after receipt by Owner of each invoice.

All payments may be subject to deduction or setoff by reason of any failure of the Vendor to perform under this Contract.

3. Contract Time

The Vendor shall deliver the Products to the City at the Delivery Address within 16 weeks of the approved submittals.

4. Financial Assurance

A. Indemnification. The Vendor shall indemnify, save harmless, and defend the City against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Vendor's performance, or failure to perform, under this Contract, including, without limitation, any failure to meet the representations and warranties set forth in Section 6 of this Contract.

B. Penalties. The Vendor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Vendor's performance, or failure to perform, under this Contract.

5. Firm Contract

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided the City accepts this Contract within 30 days after the date this sealed Contract is opened.

6. Bidder's Representations and Warranties

In order to induce the City to accept this Contract, the Vendor represents and warrants as follows:

A. The Products. All Products, and all of their components, shall be of merchantable quality and, for a period of not less than two years after delivery to the City: (1) shall be free from any latent or patent defects or flaws in workmanship, materials, and design; (2) shall strictly conform to the requirements of this Contract, including, without limitation, the performance standards set forth in Subsection 1B of this Contract; and (3) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranties expressed herein shall be in addition to any other warranties applicable to the Products (including any manufacturer's warranty) expressed or implied by law, which are hereby reserved unto the City.

B. Compliance with Laws. All Products, and all of their components, shall comply with, and the Vendor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time. Every provision required by law to be inserted into this Contract shall be deemed to be inserted herein.

C. Not Barred. The Vendor is not barred by law from contracting with the City or with any other unit of state or local government as a result of: (1) a delinquency

in the payment of any tax administered by the Illinois Department of Revenue unless the Vendor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (3) any other reason.

D. Qualified. The Vendor has the requisite experience, ability, inventory, capital, facilities, equipment, plant, organization, and staff to enable the Vendor to deliver the Products at the Contract Price and within the Contract Time set forth above.

7. Acknowledgements

In submitting this Contract, the Vendor acknowledges and agrees that:

A. Reliance. The City is relying on all warranties, representations, and statements made by the Vendor in this Contract.

B. Binding Effect. The Vendor is bound by each and every term, condition, or provision contained in this Contract and in the City's written notification of acceptance in the form included in this bound set of documents.

C. Remedies. Each of the rights and remedies reserved to the City in this Contract are cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

E. Time. Time is of the essence in the performance of all terms and provisions of this Contract. Except where specifically stated otherwise, references in this Contract to days shall be construed to refer to calendar days and time.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the City, whether before or after the City's acceptance of this Contract; nor any information or data supplied by the City, whether

before or after the City's acceptance of this Contract; nor any order by the City for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the any Product by the City; nor any extension of time granted by the City; nor any delay by the City in exercising any right under this Contract; nor any other act or omission of the City shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Product, nor operate to waive or otherwise diminish the effect of any representation or warranty made by the Vendor; or of any requirement or provision of this Contract; or of any remedy, power, or right of the City.

G. Severability. It is hereby expressed to be the intent of the parties to this Contract that should any provision, covenant, agreement, or portion of this Contract or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Contract to the greatest extent permitted by applicable law.

H. Amendments and Modifications. No amendment or modification to this Contract shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

I. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by the Vendor except upon the prior written consent of the City.

J. Governing Law. This Contract shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.


DATED this 1st day of July 2021.

Dated: 7/12, 2021

Vendor's Status: () _____ Corporation () Florida Partnership () Individual Proprietor
(State) (State)

Vendor's Name: CORE AND MAIN, LP

Doing Business As (if different): -

Signature of Vendor or Authorized Agent: 

(corporate seal)
(if corporation)

Printed Name: KEITH LAWRENCE

Title/Position: BRANCH MANAGER

Vendor's Business Address: 220 S. WESTGATE DR

CAROL STREAM, IL 60188

Vendor's Business Telephone: 630-665-1800 Facsimile: -

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS
<u>STEVE LECLAIR</u>	<u>CEO</u>	<u>1830 CRAIG PARK CT ST. LOUIS MO 63146</u>
<u>MARK WITKOWSKI</u>	<u>CFO</u>	<u>SAME</u>

ACCEPTANCE

The Contract attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the City of Des Plaines (the "City") this ____ day of _____ 2021.

This Acceptance, together with the Contract attached hereto, constitutes the entire and only agreement between the parties relating to the Products and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by the City without further notice of objection and shall be of no effect nor in any circumstances binding upon the City unless accepted by the City in a written document plainly labeled "Amendment to Agreement." Acceptance or rejection by the City of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

CITY OF DES PLAINES

By: Mike Bartholomew
Title: City Manager

ATTACHMENT A

SCHEDULE OF PRICES

ITEM #	TYPE	SIZE"	OPERATOR	MANUFACTURER	LEAD TIME FROM APPROVED SUBMITTAL	PRICE PER VALVE
V-1	DIAPHRAGM	8	PILOT	CLA-VAL, MODEL 131-BW-BCSYKCKO	4 weeks	\$ 23,515.00
V-2	BUTTERFLY	12	TRAVELING NUT W/HANDWHEEL	PRATT, 2FI or DEZURIK, BAW	18-20 weeks	\$ 2775.00
V-3	BUTTERFLY	36	FLOORSTAND W/HANDWHEEL	PRATT, 2FI or DEZURIK, BAW	26-30 weeks	\$ 23450.00
V-4	BUTTERFLY	36	FLOORSTAND W/HANDWHEEL	PRATT, 2FI or DEZURIK, BAW	26-30 weeks	\$ 23450.00
V-5	BUTTERFLY	54	FLOORSTAND W/HANDWHEEL	PRATT, 2FI or DEZURIK, BAW	26-30 weeks	\$ 61595.00
V-6	BUTTERFLY	24	FLOORSTAND W/HANDWHEEL	PRATT, 2FI or DEZURIK, BAW	26-30 weeks	\$ 14350.00
V-7	BUTTERFLY	24	FLOORSTAND W/HANDWHEEL	PRATT, 2FI or DEZURIK, BAW	26-30 weeks	\$ 14350.00
V-8	BUTTERFLY	18	ELECTRIC, QUARTER TURN MODULATING	PRATT, 2FI or DEZURIK, BAW, Rotork IQTM2000 or Limitorque equivalent	26-30 weeks	\$ 13050.00

TOTAL COST \$ 176,535.00

CITY OF DES PLAINES

RESOLUTION R - 125 - 21

A RESOLUTION APPROVING AN AGREEMENT WITH LEY AND ASSOCIATES, LTD FOR THE PURCHASE OF POTABLE WATER VALVES.

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the City has appropriated funds for use by the Department of Public Works and Engineering during the 2021 fiscal year for the purchase of certain potable water valves ("**Water Valves**"); and

WHEREAS, City staff solicited proposals from qualified vendors for the procurement of the Water Valves; and

WHEREAS, the City desires to enter into an agreement Ley and Associates, Inc. ("**Vendor**") for the Butterfly Valves potable water valves ("**Equipment**") in the not-to-exceed amount of \$93,740 ("**Agreement**"); and

WHEREAS, the City Council has determined that it is in the best interest of the City to waive competitive bidding and enter into the Agreement with Vendor;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: WAIVER OF COMPETITIVE BIDDING. The requirement that competitive bids be solicited for the purchase of the Equipment is hereby waived.

SECTION 3: APPROVAL OF AGREEMENT. The City Council approves the Agreement in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

SECTION 4: AUTHORIZATION TO EXECUTE AGREEMENT. The City Council authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, the final Agreement.

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

CITY OF DES PLAINES
PROPOSAL AND CONTRACT
FOR PURCHASE AND DELIVERY OF PRODUCTS

OWNER:

City of Des Plaines (the "City")
1420 Miner Street
Des Plaines, Illinois 60016

TO BE SUBMITTED TO: City of Des Plaines, 1111 Joseph J. Schwab Road, Des Plaines, Illinois 60016
Attention: Rob Greenfield, before 3:00 P.M., July 12, 2021.

The City seeks your proposal and contract agreement for pricing and delivery of Potable Water valves per the Attached Specifications (Attachment B) and Valve Schedule (Attachment C).

The Product(s) must be delivered to the following address:

Des Plaines Public Works
1111 Joseph J. Schwab Road
Des Plaines, IL 60016

(the "Delivery Address")

Proposal

By filling out this Contract form, the Vendor proposes to enter into this Contract for delivery of the Products for the, stated prices and other relevant terms in the Pricing section of this Contract.

Clarifications

The City reserves the right to make clarifications, corrections, or changes in this Contract before it is accepted by the City and the Vendor.

Delivery of Contract Proposal

The Vendor must deliver this Contract proposal to the place set forth above in a sealed envelope plainly marked with the title of the Contract and the Vendor's full legal name. The Contract proposal may be delivered by mail or in person.

Opening of Contract Proposals

If the Products are being priced competitively among several vendors, then the Vendor's Contract proposal will be publicly opened and read at the time and place specified above. The Vendor is invited to be present.

Withdrawal of Contract

The Vendor may not withdraw its Contract for 30 days after it is delivered to the City.

Rejection of Contract

If the Vendor's Contract is not prepared or submitted properly, then the City may reject the Contract. If the City does not reject the Contract, then the City may require correction of any deficiency and accept the Contract after it is corrected.

Acceptance of Contract

The City may accept the Vendor's Contract if the City determines that it is the best and most favorable to the interests of the City and to the public. The City otherwise may reject the Contract or accept it in part if appropriate, and may waive irregularities and informalities in the Contract.

If the City accepts the Contract, then the Contract, together with the City's notification of acceptance in the attached form becomes the Contract.

DATED this 1st day of July, 2021.

CITY OF DES PLAINES

By: *Rob Greenfield*

Its: Superintendent of Utility Services

CITY OF DES PLAINES

CONTRACT FOR PRICING AND DELIVERY
OF POTABLE WATER VALVES

Full Name of Vendor LAI, Ltd.
Principal Office Address 5400 Newport Dr, Suite 10, Zolling Meadows IL 60008
Local Office Address same
Contact Person Tim Tack Telephone Number 847 392 0990

TO: City of Des Plaines
1420 Miner Street
Des Plaines, Illinois 60016
Attention: Timothy Watkins

Vendor warrants and represents that Vendor has reviewed and understood all documents included, referred to, or mentioned in this set of documents.

1. **Contract to Deliver Products**

A. **Contract and Products.** The Vendor shall deliver to the City, at the Delivery Address, the products, items, materials, merchandise, supplies, or other items identified in this Contract (the "***Products***") in new, undamaged, and first-quality condition. Vendor further shall:

1. **Labor, Equipment, Materials, and Supplies.** Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary to deliver the Products to the City in a proper and workmanlike manner;
2. **Permits.** Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary for the Products;
3. **Bonds and Insurance.** Procure and furnish all bonds and all insurance certificates and policies of insurance, if any, specified in this Contract;
4. **Taxes.** Pay all applicable federal, state, and local taxes; and
5. **Miscellaneous.** Do all other things required of Bidder by this Contract.

B. **Performance Standards.** The Vendor agrees that the Products will comply strictly with the Specifications attached hereto, **Attachment B** and by this reference made a part of this Contract. If this Contract specifies a Product by brand name or model, that specification is intended to reflect the required performance standards and standard of excellence that the City requires for the

Product. However, the Vendor may propose to deliver a Product that is a different brand or model, if the Vendor provides written documentation establishing that the brand or model it proposes to deliver possess equal quality, durability, functionality, capability, and features as the Product specified.

C. **Responsibility for Damage or Loss.** The Vendor shall be responsible and liable for, and shall promptly and without charge to the City, repair or replace, any damage done to, and any loss or injury suffered by, the City as a result of the Vendor's failure to perform hereunder.

D. **Inspection/Testing/Rejection.** The City shall have the right to inspect all or any part of the Products. If, in the City's judgment, all or any part of the Products is defective or damaged or fails to conform strictly to the requirements of this Contract, then the City, without limiting its other rights or remedies, may, at its discretion: (i) reject such Products; (ii) require Bidder to correct or replace such Products at Bidder's cost; (iii) obtain new Products to replace the Products that are defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby; and/or (iv) cancel all or any part of any order or this Contract. Products so rejected may be returned or held at Bidder's expense and risk.

2. **Pricing**

The Vendor shall deliver the Products to the City in accordance with the Schedule of Prices, **Attachment A**

If the City has specified the Quantity of Products to be delivered to the City on Page 1 of this Contract, then the Vendor shall take, in full payment for all Products and other matters set forth under Section 1 of this Contract, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, the total Contract Price of:

_____ Dollars and _____ Cents (in figures only)

If the City has not specified the Quantity of Products to be delivered to the City on Page 1 of this Contract, then the Vendor shall take, in full payment for all Products and other matters set forth under Section 1 of this Contract, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, a total Contract Price that will be equal to the sum of the Unit Prices (as determined by the above Schedule of Prices) applicable to all Products accepted by the City.

B. Basis for Determining Prices. It is expressly understood and agreed that:

1. All prices stated in the Pricing section are firm and shall not be subject to escalation or change;
2. The City is not subject to state or local sales, use, and excise taxes, and no such taxes are included in the Pricing section, and that all claims or rights to claim any additional compensation by reason of the payment of any such tax are hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Products are included in the Pricing; and
4. If a Quantity of Products to be delivered to the City is specified on Page 1 of this Contract, then that amount is an estimate only. The City reserves the right to increase or decrease such quantity, and the total Contract Price to be paid will be based on the final quantity determined by the City for each Product and the actual number of Products that comply with this Contract that are accepted by the City. The Vendor hereby waives and releases all claims or rights to dispute or complain of any such estimated quantity or to assert that there was any misunderstanding in regard to the number of Products to be delivered.

C. Time of Payment

It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

Bidder will invoice Owner for all Work completed, and Owner will pay Bidder all undisputed amounts no later than 45 days after receipt by Owner of each invoice.

All payments may be subject to deduction or setoff by reason of any failure of the Vendor to perform under this Contract.

3. Contract Time

The Vendor shall deliver the Products to the City at the Delivery Address within 16 weeks of the approved submittals.

4. Financial Assurance

A. Indemnification. The Vendor shall indemnify, save harmless, and defend the City against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Vendor's performance, or failure to perform, under this Contract, including, without limitation, any failure to meet the representations and warranties set forth in Section 6 of this Contract.

B. Penalties. The Vendor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Vendor's performance, or failure to perform, under this Contract.

5. Firm Contract

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided the City accepts this Contract within 30 days after the date this sealed Contract is opened.

6. Bidder's Representations and Warranties

In order to induce the City to accept this Contract, the Vendor represents and warrants as follows:

A. The Products. All Products, and all of their components, shall be of merchantable quality and, for a period of not less than two years after delivery to the City: (1) shall be free from any latent or patent defects or flaws in workmanship, materials, and design; (2) shall strictly conform to the requirements of this Contract, including, without limitation, the performance standards set forth in Subsection 1B of this Contract; and (3) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranties expressed herein shall be in addition to any other warranties applicable to the Products (including any manufacturer's warranty) expressed or implied by law, which are hereby reserved unto the City.

B. Compliance with Laws. All Products, and all of their components, shall comply with, and the Vendor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time. Every provision required by law to be inserted into this Contract shall be deemed to be inserted herein.

C. Not Barred. The Vendor is not barred by law from contracting with the City or with any other unit of state or local government as a result of: (1) a delinquency

in the payment of any tax administered by the Illinois Department of Revenue unless the Vendor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (3) any other reason.

D. Qualified. The Vendor has the requisite experience, ability, inventory, capital, facilities, equipment, plant, organization, and staff to enable the Vendor to deliver the Products at the Contract Price and within the Contract Time set forth above.

7. Acknowledgements

In submitting this Contract, the Vendor acknowledges and agrees that:

A. Reliance. The City is relying on all warranties, representations, and statements made by the Vendor in this Contract.

B. Binding Effect. The Vendor is bound by each and every term, condition, or provision contained in this Contract and in the City's written notification of acceptance in the form included in this bound set of documents.

C. Remedies. Each of the rights and remedies reserved to the City in this Contract are cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

E. Time. Time is of the essence in the performance of all terms and provisions of this Contract. Except where specifically stated otherwise, references in this Contract to days shall be construed to refer to calendar days and time.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the City, whether before or after the City's acceptance of this Contract; nor any information or data supplied by the City, whether

before or after the City's acceptance of this Contract; nor any order by the City for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the any Product by the City; nor any extension of time granted by the City; nor any delay by the City in exercising any right under this Contract; nor any other act or omission of the City shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Product, nor operate to waive or otherwise diminish the effect of any representation or warranty made by the Vendor; or of any requirement or provision of this Contract; or of any remedy, power, or right of the City.

G. Severability. It is hereby expressed to be the intent of the parties to this Contract that should any provision, covenant, agreement, or portion of this Contract or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Contract to the greatest extent permitted by applicable law.

H. Amendments and Modifications. No amendment or modification to this Contract shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

I. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by the Vendor except upon the prior written consent of the City.

J. Governing Law. This Contract shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

DATED this 1st day of July 2021.

Dated: 7/12/21, 2021.

Vendor's Status: IL Corporation () _____ Partnership () Individual Proprietor
(State) (State)

Vendor's Name: LAF, Ltd (Dezurik)

Doing Business As (if different): _____

Signature of Vendor or Authorized Agent: 

(corporate seal)
(if corporation)

Printed Name: TIM TACK

Title/Position: President

Vendor's Business Address: 5400 Newport Dr Suite 10

Rolling Meadows IL 60008

Vendor's Business Telephone: 847 392 -0990 Facsimile: 847 392 1095

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS
<u>Tim Tack</u>	<u>President</u>	<u>same as above</u>
<u>Rich Hussey</u>	<u>Vice President</u>	<u>same as above</u>
<u>Peter Lynch</u>	<u>Vice President</u>	<u>same as above</u>

ACCEPTANCE

The Contract attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the City of Des Plaines (the "City") this ____ day of _____ 2021.

This Acceptance, together with the Contract attached hereto, constitutes the entire and only agreement between the parties relating to the Products and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by the City without further notice of objection and shall be of no effect nor in any circumstances binding upon the City unless accepted by the City in a written document plainly labeled "Amendment to Agreement." Acceptance or rejection by the City of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

CITY OF DES PLAINES

By: Mike Bartholomew
Title: City Manager

ATTACHMENT A

SCHEDULE OF PRICES						
ITEM #	TYPE	SIZE"	OPERATOR	MANUFACTURER	LEAD TIME FROM APPROVED SUBMITTAL	PRICE PER VALVE
V-1	DIAPHRAGM	8	PILOT	CLA-VAL, MODEL 131-BW-BCSYKCKO		\$ 26 , 966.00
V-2	BUTTERFLY	12	TRAVELING NUT W/HANDWHEEL	PRATT, 2FII or DEZURIK, BAW	6 to 8 weeks	\$ 1,440.00
V-3	BUTTERFLY	36	FLOORSTAND W/HANDWHEEL	PRATT, 2FII or DEZURIK, BAW	12 to 14 weeks	\$ 13,524.00
V-4	BUTTERFLY	36	FLOORSTAND W/HANDWHEEL	PRATT, 2FII or DEZURIK, BAW	12 to 14 weeks	\$ 13,524.00
V-5	BUTTERFLY	54	FLOORSTAND W/HANDWHEEL	PRATT, 2FII or DEZURIK, BAW	26 weeks	\$ 41,660.00
V-6	BUTTERFLY	24	FLOORSTAND W/HANDWHEEL	PRATT, 2FII or DEZURIK, BAW	10 to 12 weeks	\$ 6,996.00
V-7	BUTTERFLY	24	FLOORSTAND W/HANDWHEEL	PRATT, 2FII or DEZURIK, BAW	10 to 12 weeks	\$ 6,996.00
V-8	BUTTERFLY	18	ELECTRIC, QUARTER TURN MODULATING	PRATT, 2FII or DEZURIK, BAW, Rotork IQTM2000 or Limitorque equivalent	16 weeks	\$ 9,600.00

* Above pricing includes stems and pedestals where shown on TOTAL COST \$ 129,706.00 the drawings. It also includes spare packing AS required by the specification, Extension stems are 30lbs and pedestals are cast iron

* We are not the Cla-Val representative, so we received a quote from the local rep that includes start up. We would be happy to supply just the butterfly valves if that is more desirable



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5390
desplaines.org

MEMORANDUM

Date: July 22, 2021

To: Michael G. Bartholomew, MCP, LEED-AP, City Manager

From: Jon Duddles, P.E., CFM, Assistant Director of Public Works and Engineering *ASD*

Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering

Subject: Construction Observation Services
AECOM Technical Services, Inc. - Task Order No. 4

Issue: Due to staff turnover, we have a reduction in civil engineering staffing in the Engineering Division. This reduction requires temporary on-site construction engineering assistance from one of our engineering consultants until the position is filled.

Analysis: We requested and received qualifications and proposals from four engineering consultants that are currently under master contracts with the City. We requested 1,000 hours of resident engineering services on an as needed basis.

We received qualifications-based proposals from the following consultants:

- AECOM Technical Services, Inc.
- Civiltech Engineering, Inc.
- Christopher B. Burke Engineering, Ltd.
- SpaceCo Inc.

The proposal received from AECOM Technical Services, Inc. at the rate of \$159.94 per hour for a total cost of \$159,940 best fits the needs of the Engineering Division as the most qualified resident engineer proposed for this work. This determination is based on the engineer's related experience, qualifications and the City's past positive experience in working with the engineer and the company. AECOM will be able to provide the City with the same Resident Engineer that completed the last two phases of the Des Plaines River Road Reconstruction Project. He is very knowledgeable of all City standards, specifications and requirements. No training or guidance will be necessary to have him start working on the City construction contracts immediately.

The scope of work will include Resident Engineer services, pay estimate preparation, project closeout documentation, punch list preparation and other construction engineering related items on at least two projects, as requested.

Recommendation: We recommend acceptance of Task Order No. 4 from AECOM Technical Services, Inc., 303 East Wacker Drive, Suite 1400, Chicago, Illinois 60601 for construction engineering services in an amount not to exceed \$159,940. Source of funding would be the Capital Projects Fund.

Attachments:

Resolution R-126-21

Exhibit A - Task Order No. 4

CITY OF DES PLAINES

RESOLUTION R - 126 - 21

**A RESOLUTION APPROVING TASK ORDER NO. 4 WITH
AECOM TECHNICAL SERVICES, INC. FOR
PROFESSIONAL ENGINEERING SERVICES.**

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, on January 7, 2019, the City Council approved Resolution R-12-19, authorizing the City to enter into a master contract ("*Master Contract*") with AECOM Technical Services, Inc. ("*Consultant*") for the performance of professional engineering services for the City as such services are needed over time; and

WHEREAS, due to staff turnover in the Public Works and Engineering Department, the City has identified the need to procure temporary on-site construction engineering services, including resident engineer services, pay estimate preparation, project closeout documentation, punch list preparation, and other construction engineering related services requested by the City (collectively, "*Engineering Services*"); and

WHEREAS, pursuant to Chapter 10 of Title 1 of the City Code of the City of Des Plaines and Section 7.4(E) of the City's purchasing policy, City staff has determined that the procurement of the Engineering Services is not adapted to award by competitive bidding because the Engineering Services require a high degree of professional skill where the ability or fitness of the individual plays an important part; and

WHEREAS, the City has a positive existing relationship with the Consultant, which has satisfactorily performed engineering services for the City in the past; and

WHEREAS, the City requested a proposal from Consultant to perform the Engineering Services; and

WHEREAS, Consultant submitted a proposal in the not-to-exceed amount of \$159,940 to perform the Engineering Services; and

WHEREAS, the City has sufficient funds in the Capital Projects Fund for the procurement of the Engineering Services from Consultant; and

WHEREAS, the City desires to enter into Task Order No. 4 under the Master Contract for the procurement of the Engineering Services from Consultant in the not-to-exceed amount of \$159,940 ("*Task Order No. 4*"); and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into Task Order No. 4 with Consultant;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: WAIVER OF COMPETITIVE BIDDING. The requirement that competitive bids be solicited for the procurement of the Engineering Services is hereby waived.

SECTION 3: APPROVAL OF TASK ORDER NO. 4. The City Council hereby approves Task Order No. 4 in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

SECTION 4: AUTHORIZATION TO EXECUTE TASK ORDER NO. 4. The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, final Task Order No. 4 only after receipt by the City Clerk of at least one executed copy of Task Order No. 4 from Consultant; provided, however, that if the City Clerk does not receive one executed copy of Task Order No. 4 from Consultant within 60 days after the date of adoption of this Resolution, then this authority to execute and seal Task Order No. 4 will, at the option of the City Council, be null and void.

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

Approved as to form:

ATTEST:

CITY CLERK

Peter M. Friedman, General Counsel

TASK ORDER NO. 4
TO MASTER CONTRACT BETWEEN THE CITY OF DES PLAINES
AND AECOM TECHNICAL SERVICES, INC.
FOR PROFESSIONAL ENGINEERING SERVICES

In accordance with Section 1.2 of the Master Contract dated January 7, 2019 between the City of Des Plaines (the “City”) and AECOM Technical Services, Inc., 303 East Wacker Drive, Suite 1400, Chicago, Illinois 60601 (the “Consultant”), the Parties agree to the following Task Number 4:

1. Contracted Services:

The Consultant will perform the services described in the “Construction Engineering and Management Services Cost Proposal – Request for a Resident Engineer” prepared by the Consultant, submitted to the City, and dated July 21, 2021 (“Proposal”).

2. Project Term:

The Consultant will perform the services on an as-needed basis for a term commencing upon notice from the City to start the services and ending on December 31, 2021 (“*Task Order No. 4 Term*”).

3. Project Completion Date:

The Consultant will diligently and continuously prosecute the Services during the Task Order No. 4 Term until their completion.

4. Project Specific Pricing:

In exchange for the Contracted Services, the Consultant will receive compensation on a time and materials basis in the amounts set forth in the Pricing Schedule attached to the Master Contract as Attachment B, but in no event will the compensation paid to the Consultant exceed \$159,940 as set forth in the Proposal under the section titled “Requested Construction Staffing”.

5. Additional Changes to the Master Contract (if applicable):

In the event of a conflict between any provisions of the Proposal and this Task Order No. 4 of the Master Contract, this Task Order No. 4 and the Master Contract will control.

ALL OTHER TERMS AND CONDITIONS OF THE MASTER CONTRACT REMAIN UNCHANGED.

CITY

CONSULTANT

Signature
Director of Public Works & Engineering

_____, 2021
Date

Signature

Name (Printed or Typed)
_____, 2021
Date

If greater than, \$2,500, the City Manager's signature is required.

Signature
City Manager

_____, 2021
Date

If greater than \$20,000, the City Council must approve the Task Order in advance and the City Manager's signature is required.

Signature
City Manager

_____, 2021
Date

July 21, 2021

Jon Duddles, P.E., CFM
Assistant Director of Public Works and Engineering
City of Des Plaines
1420 Miner Street
Des Plaines, IL 60016

**Re: Construction Engineering and Management Services Cost Proposal –
Request for a Resident Engineer**

Dear Mr. Duddles:

AECOM Technical Services, Inc. (AECOM) thanks you for the opportunity to submit a cost proposal for providing a Resident Engineer to support your Department for managing construction projects within the City of Des Plaines. The City of Des Plaines Engineering and Public Works Department continues to improve the City's infrastructure and we are excited to support your Department by providing a talented Resident Engineer, John Spencer. John will provide Resident Engineer services for assigned projects up to the level of effort defined in this proposal.

John Spencer is a Professional Engineer (PE) who brings 24 years of construction engineering and management experience with a record of delivering two major successful construction projects of Des Plaines River Road reconstruction for the City of Des Plaines in the last 6 years. Prior to that, John managed Village of Schaumburg's annual street improvement programs for nearly 10 years as the Resident Engineer. The City will directly benefit from John's ability to quickly evaluate issues in the field and provide recommended solutions to the City with minimal disruption to the project schedule.

We trust that the enclosed information meets all submittal requirements. If you have any questions regarding this submittal or require any additional information, please contact Naveed Sarwar at Naveed.sarwar@aecom or 773-318-7120.

Sincerely,



Timothy Whalen, PE
Vice President
AECOM Technical Services, Inc.
Illinois Operations Manager



Naveed Sarwar, PE
Associate Vice President
Project Manager

**City of Des Plaines Construction Management Services
Resident Engineer Request**

REQUESTED CONSTRUCTION STAFFING

TECHNICAL STAFF	TOTAL MANHOURS	July-21	Aug	Sep	Oct	Nov	Dec
John Spencer, PE	1000	96	200	200	176	160	168
VEHICLE DAYS	110		22	22	22	22	22

Labor \$ 70.00 /hr
 Overhead @ 105.24% \$ 73.67
 Subtotal \$ 143.67
 Profit @ 7.5% \$ 10.78
Labor Total \$ 154.44 /hr

Vehicle 110 days
 x \$ 50.00 /day
 \$ 5,500.00
 / 1000 hrs
Direct Total \$ 5.50 /hr

Total Proposed Hourly Rate = \$ 159.94 /hr



FIRE DEPARTMENT

405 S. River Rd
 Des Plaines, IL 60016
 P: 847.391.5333
 desplaines.org

MEMORANDUM

Date: July 15, 2021
 To: Fire Chief Dan Anderson
 From: Deputy Chief Matt Matz *MM*
 Subject: Executive Summary: Request to purchase services provided by Lexipol

Issue: The Des Plaines Fire Department has been in the process of updating the policy, procedure, and guideline manuals for a number of years. It has been a struggle to maintain the standards of safety, reporting, compliance, while reducing risk and exposure to lawsuits.

Analysis: Lexipol has gained traction in the fire service industry as a company that will assist agencies to run more safely and efficiently. Lexipol accomplishes this by helping agencies address issues that create substantial risk that include: inconsistent and outdated policies, technology challenges, difficulty keeping up with changing legislation, training documentation compliance, and the need to secure grant funding.

Lexipol's scope of services that can be provided to the DPFDD are extensive. These services include:

- The creation of a comprehensive policy manual that covers all aspects of the DPFDD's operations.
- Access to daily training bulletins that reference the policy manual.
- Automatic policy updates to reflect legislation changes or best practice updates.
- Manuals are on a web-based platform and a convenient mobile app that can be accessed in the field.
- They provide a reporting system to support the policies that can enhance strategic planning.
- Updated fire procedures, vetted by agency professionals, that can be updated for agency specific SOPs/SOGs.
- Standard policy/procedure/guideline cross reference-guide
- Review of the DPFDD's current policies/procedures/guidelines, and a comparison against their master policy content. Lexipol will provide recommended changes.
- Based on the agreed upon recommended changes, Lexipol will also implement the following types of policies: high risk, high-liability, daily operations, defensibility, and operational consistency.

With all of the duties and responsibilities that are incorporated in running the day-to-day operations of the Fire Department, it can be difficult to dedicate the time required to implement a proper

policy/procedure/guideline overhaul. In an analysis of the quoted price for service compared to the average salary of a member in the Administrative Division of the FD, the price represents about 23% of a salary. If a DPFDF Staff member dedicated 23% of their annual work schedule towards implementing this project, it would take about 450 hours. When considering pure efficiency, those 450 hours can be dedicated towards training on and implementing the procedures completed by Lexipol, ultimately reducing the Fire Department and the City's exposure to risk.

Recommendation: We are requesting to waive the bidding procedure because Lexipol is a sole source provider. Supportive documentation has been provided with this submittal.

There is a one-time implementation fee to reference the current policies, extract agency specific content, and implement all of the different levels of policies. The total quoted price for these services is: \$33,362. There is also an annual subscription that includes: an annual fire policy manual, daily training bulletins, supplemental publication services with fire operations procedures. The annual fire policy subscription total price is quoted at: \$9452.85 The total cost for the initial purchase is \$42,814.85. If approved, this purchase would come from the fund: Fire Department/Professional Services.

It is our recommendation that the City purchase the services provided by Lexipol to allow the Fire Department to run more effectively and efficiently. We believe that the return on the investment will be worth the cost.

Attachments:

- Attachment 1 - Sole Source Letter
- Attachment 2 - Proposal
- Attachment 3 - Fire Polices
- Resolution R-127-21

To Whom It May Concern,

This letter is to confirm that Lexipol is a sole source product and provider of Lexipol's risk management tools for public safety organizations. The Lexipol subscription service is purchased by public safety organizations directly from Lexipol, LLC.

Lexipol provides state-specific, customized policy and training solutions through a proprietary hosted application service. The comprehensive Lexipol copyrighted content and proprietary services are not available through any other public or private resources or organizations.

The program is unique in several ways. No other company or system offers policy and risk management tools coupled with context-sensitive training in one integrated package, which includes:

Copyrighted policy manual content, document management, copyrighted training content and testing through proprietary web-based system tools comprised of:

- a) Legal and best practice policy updates integrated into content via web-based tools.
- b) Daily Training Bulletins (DTBs) linked to the customer's policy and featuring online and real-time testing modules. DTBs are based on realistic scenarios and written by experienced public safety personnel.
- c) Electronic acknowledgement (signature) of policies, policy updates and Daily Training Bulletins. Policy acknowledgement records and training completion records are provided through the system's integrated reporting feature.
- d) Ability for agencies to create and edit policy and training content via proprietary online tools, thus reducing policy development time and associated costs significantly.

Therefore, based on the foregoing, Lexipol is the only source for the Services required by your department.

If you have any questions or need assistance, please feel free to contact me. Your favorable consideration of this matter is appreciated.

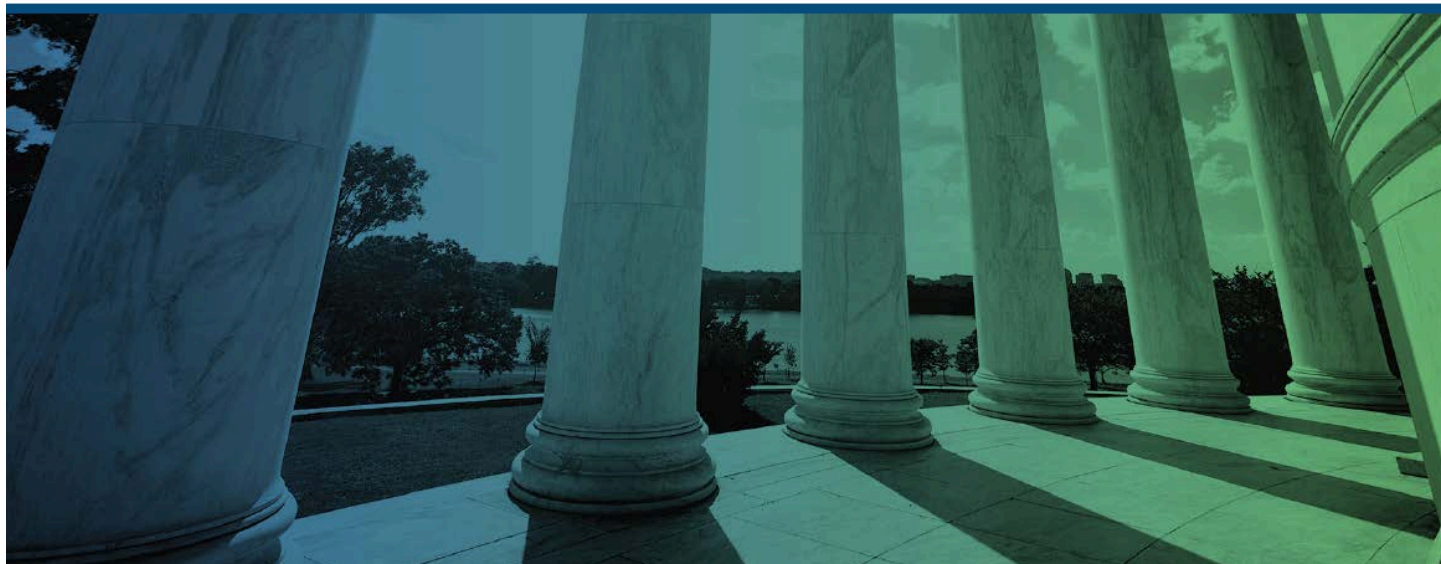
Sincerely,

Michael Renoux

Michael Renoux
Director, Contracts



SOLUTIONS PROPOSAL



PREPARED FOR:

Des Plaines Fire Department
Deputy Chief - Administration & Emergency Management Randall Banker
rbanker@desplaines.org
(847) 391-5338

PREPARED BY:

Bruce Bjorge
bbjorge@lexipol.com

2611 Internet Blvd, Ste 100
Frisco, Texas 75034
(844) 312-9500
www.lexipol.com

Executive Summary

Public safety agencies and local government organizations today face challenges of keeping personnel safe and healthy, reducing risk and maintaining a positive reputation. Add to that the dynamically changing legislative landscape and evolving best practices, and even the most progressive, forward-thinking departments can struggle to keep up.

Lexipol's solutions are designed to save you time and money while protecting your personnel and your community. Our team consists of professionals with expertise in public safety law, policy, training, mental health and grants. We continually monitor changes and trends in legislation, case law and best practices and use this knowledge to create policies, training, wellness resources and funding services that minimize risk and help you effectively serve your community.

THE LEXIPOL ADVANTAGE

Lexipol was founded by public safety experts who saw a need for a better, safer way to run a public safety agency. Since the company launch in 2003, Lexipol has grown to form an entire risk management solution for public safety and local government. Today, we serve more than 8,100 agencies and municipalities and 2 million public safety and government professionals with a range of informational and technological solutions to meet the challenges facing these dynamic industries. In addition to providing policy management, online training, wellness resources, and grant assistance, we provide 24/7 industry news and analysis through the digital communities Police1, FireRescue1, Corrections1, EMS1 and Gov1.

Our customers choose Lexipol to make an investment in the safety and security of their personnel, their agencies and their communities. We help agencies address issues that create substantial risk, including:

- Inconsistent and outdated policies
- Lack of technology to easily update and issue policies and training electronically
- Unchecked mental health needs of staff
- Difficulty keeping up with new and changing legislation and practices
- Inability to produce policy acknowledgment and training documentation
- Unfamiliarity of city legal resources with the intricacies of public safety law
- The need to secure grant funding for critical equipment, infrastructure and personnel

Lexipol is backed by the expertise of 320 employees with more than 2,075 years of combined experience in constitutional law, civil rights, ADA and discrimination, mental health, psychology, labor negotiations, Internal Affairs, use of force, hazmat, instructional design, federal and state grants and a whole lot more. That means no more trying to figure out policy, develop training or wellness content or secure funding on your own. You can draw on the experience of our dedicated team members who have researched, taught and lived these issues.

We look forward to working with Des Plaines Fire Department to address your unique challenges.

Scope of Services

Policy Manual

Constitutionally sound, up-to-date policies are the foundation for consistent, safe public safety operations and are key to reducing risk and enhancing personnel and community safety. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
- Policies based on State and federal laws and regulations as well as nationwide best practices
- Content customized to reflect your agency's terminology and structure

Daily Training Bulletins (DTBs)

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

Policy Updates

Lexipol's legal and content development teams continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

Web-Based Delivery Platform and Mobile App (Knowledge Management System)

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

Reports

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

Supplemental Publication Service

Lexipol's Supplemental Publication Service (SPS) streamlines the storage of your agency's content, giving you one place to access procedures, guidelines, general orders, training guides or secondary policy manuals.

- Electronically links department-specific procedural or supplemental content to your policy manual
- Provides electronic issuance and tracking for your agency's procedural or supplemental content
- Allows you to create Daily Training Bulletins against your procedural content
- Designed for standard operating guidelines, procedures, general orders or field guides

Fire Procedures

Clear and accessible procedures are imperative to ensure safe, effective and consistent emergency response and personnel interactions. Lexipol's fire procedures, based on national best practices, give you critical operational and administrative procedures as well as a template to build on.

- More than 35 best practice procedures designed to support safe and effective operations
- Tactical procedures address the operations most often cited as contributing to firefighter injury or death as well as the most common call types
- Administrative procedures address the areas of highest legal liability as well as best practices for organizational success
- Scenario-based training reinforces live training
- Mobile-friendly decision trees and checklists prevent essential steps from being missed

Agency-Specific Content Extraction

This service is perfect for agencies that wish to populate one or more Supplemental Publication Service (SPS) manuals with their existing content. We'll do the heavy lifting of incorporating your agency's supplemental content (procedures, guidelines, general orders, training guide or a secondary policy manual) into the SPS. Access to an electronic copy of your existing content and a subscription to the Supplemental Publication Service (SPS) is required.

- Data entry of agency procedures or supplemental content into Lexipol's Knowledge Management System (KMS). Note: Lexipol reserves the right to limit the amount of content being imported into the SPS.
- Consistent, professional formatting for your agency's policy-related content
- Hyperlink related content for enhanced end-user experience

Standard Policy Cross-Reference

Making the transition to Lexipol starts with understanding how your agency's current policy content compares with Lexipol's master policy content. Our Standard Policy Cross-Reference service provides a logical method to distinguishing between the two.

- Analysis of your existing policies and procedures to identify content similar to Lexipol's state specific master content, as well as content unique to your jurisdiction and not covered within the Lexipol manual
- Your existing policies returned with annotations and tips to integrate into the Lexipol master content
- One-on-one review with your agency to discuss the cross-reference report

Implementation Policy Tier I: High-Risk Policies

Benefit from our proven, systematic approach to implementing policies. Tier I represents about 20% of the manual, including foundational policies necessary to provide structure and authority to your policy manual, as well as policies addressing high-risk, low-frequency and high-risk, high-frequency incidents. You'll receive one-on-one collaborative assistance to help you review, customize and adopt the policies efficiently and effectively.

Implementation Policy Tier II: High-Liability Policies

Benefit from our proven, systematic approach to implementing policies. Tier II represents about 20% of the manual, including policies that relate to common day-to-day calls for service that have a higher level of potential liability. You'll receive one-on-one collaborative assistance to help you review, customize and adopt the policies efficiently and effectively.

Implementation Policy Tier III: Daily Operations Policies

Benefit from our proven, systematic approach to implementing policies. Tier III represents about 20% of the manual, including policies needed for orderly daily operations of your organization. You'll receive one-on-one collaborative assistance to help you review, customize and adopt the policies efficiently and effectively.

Implementation Policy Tier IV: Defensibility Policies

Benefit from our proven, systematic approach to implementing policies. Tier IV represents about 20% of the manual, including policies essential to agency and agency member defensibility, including civil liability-related topics. You'll receive one-on-one collaborative assistance to help you review, customize and adopt the policies efficiently and effectively.

Implementation Policy Tier V: Operational Consistency Policies

Benefit from our proven, systematic approach to implementing policies. Tier V represents about 20% of the manual, including policies needed to ensure operational consistency across your organization. You'll receive one-on-one collaborative assistance to help you review, customize and adopt the policies efficiently and effectively.

Proposal

Prepared By: Bruce Bjorge
 Phone:
 Email: bbjorge@lexipol.com

Quote #: Q-22619-2
 Date: 6/16/2021
 Valid Through: 9/14/2021

Overview

Lexipol empowers first responders and public servants to best meet the needs of their residents safely and responsibly. We are the experts in policy, training and wellness support, committed to improving the quality of life for all community members. Our solutions include state-specific policies, online learning, behavioral health resources, funding assistance, and industry news and information offered through the websites Police1, FireRescue1, EMS1 and Corrections1. Lexipol serves more than 2 million public safety and government professionals in over 8,000 agencies and municipalities. The services proposed below are designed to meet your agency's specific goals and needs.

1 Year Annual Fire Policy Subscription

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Fire Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/Fire Operations Procedures (12 Months)	USD 11,121.00	15%	USD 1,668.15	USD 9,452.85
	Subscription Line Items Total			USD 1,668.15	USD 9,452.85
				USD 1,668.15	USD 9,452.85
				1 Year Annual Fire Policy Subscription Discount:	USD 1,668.15
				1 Year Annual Fire Policy Subscription TOTAL:	USD 9,452.85

Policy Implementation - Merge DPFD Policy with Lexipol policy in KMS

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Fire Standard Policy Cross-Reference	USD 4,015.00		USD 0.00	USD 4,015.00
1	Fire Agency-Specific Content Extraction	USD 2,195.00		USD 0.00	USD 2,195.00
1	Fire Tier I Implementation	USD 5,093.00		USD 0.00	USD 5,093.00
1	Fire Tier II Implementation	USD 4,613.00		USD 0.00	USD 4,613.00
1	Fire Tier III Implementation	USD 7,010.00		USD 0.00	USD 7,010.00
1	Fire Tier IV Implementation	USD 4,258.00		USD 0.00	USD 4,258.00
1	Fire Tier V Implementation	USD 6,178.00		USD 0.00	USD 6,178.00

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
	One-Time Line Items Total			USD 0.00	USD 33,362.00
				USD 0.00	USD 33,362.00
Policy Implementation - Merge DPFDP Policy with Lexipol policy in KMS TOTAL:					USD 33,362.00

*Fire Policy pricing is based on 51 Fire Authorized Staff. Fire Cross Reference Professional Services pricing is based on 400 pages.

Discount Notes

The department will receive a 15% subscription discount for IMIC Risk Pool.



ENHANCE SAFETY & ACCOUNTABILITY WITH PROVEN POLICIES

Are Your Policies Putting You At Risk?

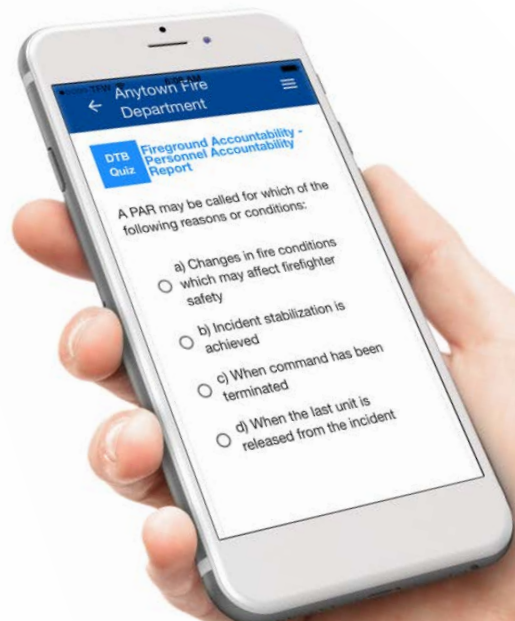
Fire service leaders face the simultaneous challenges of protecting the community and protecting their personnel—while also striving to improve efficiency and operational excellence.

Comprehensive, up-to-date policies build a foundation for meeting these challenges. But many fire departments operate with inconsistent, out-of-date or incomplete policies. That can increase your department's chances of experiencing an adverse event—and the potential for significant legal liability.

Achieve Peace Of Mind With Lexipol

Lexipol's Fire Policies and Training solution provides:

- State-specific policies vetted by fire service professionals and public safety attorneys
- Updates in response to legislation, case law and evolving best practices
- Scenario-based training to bring policies to life
- 24/7 access to your policies via a web-based platform and mobile app



Experience The Benefits Of Lexipol's Fire Services



Keep your firefighters safe

Easy-to-understand policies and training create the foundation for consistent, safe operations



Save time and money

Comprehensive, continuously updated policy content means you'll spend fewer resources on creating and maintaining your policies



Reduce liability

Policies that reflect federal and state laws and fire service best practices provide a strong legal defense



Improve access to policy content

Your policy content is available anytime, anywhere through an online platform and mobile app



Improve policy understanding

Daily scenario-based training helps your firefighters learn and apply your policies



Enhance accountability

Reporting features let you track policy acknowledgment and training

Policies Designed To Protect

165+ policies covering high-risk areas for your department, including:

- Incident command
- Personal protective equipment
- Harassment, discrimination & retaliation
- Fireground accountability
- Social media
- Active-shooter incidents
- Apparatus/vehicle operations
- Physical fitness
- HIPAA
- Technical rescue

Trusted By More Than 3,000 Public Safety Agencies In 35 States



"Lexipol serves three purposes: One, it protects citizens by giving us vetted guidelines to follow. Two, it protects firefighters because in court, they can show that they follow guidelines. And three, as long as we follow the policies, it protects the city's assets."

Chief Bob Watson
Borger (TX) Fire Department



"When my firefighters ask, 'Who wrote this?' I can say it's not some lawyer who's just trying to make a buck and doesn't care about you. [Lexipol co-founder] Gordon Graham and [Lexipol consultant] Billy Goldfeder are vested in the fire service, in risk management. As soon as the members know this is coming from them, they buy in."

Chief Jeffrey Pilz
Hillside (IL) Fire Department

CITY OF DES PLAINES

RESOLUTION R - 127- 21

**A RESOLUTION APPROVING THE PROCUREMENT OF
FIRE DEPARTMENT POLICY, PROCEDURE, AND
GUIDELINES MANUALS AND RELATED SERVICES
FROM LEXIPOL LLC.**

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the City of Des Plaines Fire Department ("**Department**") desires to obtain policy, procedure, and guidelines manuals and related services ("**Policies and Services**") from Lexipol LLC ("**Vendor**"); and

WHEREAS, Vendor provided a quote to provide the Policies and Services for a one-time implementation fee of \$33,362 and an annual subscription fee of \$9,452.85 for a total agreement amount of \$42,814.85; and

WHEREAS, the City desires procure the Policies and Services from Vendor in the not-to-exceed amount of \$42,814.85; and

WHEREAS, in accordance with Chapter 10 of Title 1 of the City Code of the City of Des Plaines and the City purchasing policy, City staff has determined that the procurement of the Policies and Services does not require competitive bidding because Vendor is the sole-provider of the Policies and Services; and

WHEREAS, the City has sufficient funds in the Fire Department/Professional Services fund for the procurement of the Policies and Services from Vendor; and

WHEREAS, the City Council has determined that it is in the best interest of the City to procure the Policies and Services from Vendor in accordance with this Resolution;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: WAIVER OF COMPETITIVE BIDDING. The requirement that competitive bids be solicited for the procurement of the Policies and Services is hereby waived.

SECTION 3: PROCUREMENT OF THE POLICIES AND SERVICES. The City Council hereby approves the procurement of the Policies and Services from Vendor in the total

not-to-exceed amount of \$42,814.85. The City Manager, or his designee, is authorized to execute, on behalf of the City, the documents necessary to procure the Policies and Services from Vendor.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving an Agreement with Lexipol for Fire Department Policies and Services 2021



MEMORANDUM

Date: July 20, 2021
To: Mayor Goczkowski and Aldermen of the City Council
From: Michael G. Bartholomew, City Manager *MB*
Subject: Amendments to Des Plaines City Code 6-2-4

Issue: Some of the language within Section 6-2-4 of the Des Plaines City Code needs to be modernized.

Analysis: In reviewing Section 6-2-4 of the Des Plaines City Code, the following changes are recommended to be made in order to modernize the language:

1. The phrase regarding dressing according to one's sex should be deleted.
2. The phrase in Subsection A regarding obscene conduct should be deleted, since that conduct is already covered in Subsection B.
3. The pronoun "his" should be changed to "their" in order to be gender neutral; and
4. The title of the section should be changed from "Obscene and Immoral Acts" to "Obscene and Indecent Acts" since the section refers to "indecent" acts rather than "immoral" ones.

Recommendation: I recommend that these changes be made to the Des Plaines City Code.

Attachments: Ordinance M-9-21

CITY OF DES PLAINES

ORDINANCE M - 9 - 21

AN ORDINANCE AMENDING SECTION 6-2-4 OF THE DES PLAINES CITY CODE REGARDING OBSCENE AND IMMORAL ACTS.

WHEREAS, the City is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, Section 6-2-4 of the City Code of the City of Des Plaines, as amended (“*City Code*”), prohibits certain acts deemed obscene and immoral; and

WHEREAS, the City Council has determined that it is in the best interest of the City to amend Section 6-2-4 of the City Code as set forth in this Ordinance;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

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

SECTION 2. OBSCENE AND IMMORAL ACTS. Section 6-2-4, titled “Obscene and Immoral Acts,” of Chapter 2, titled “General Offenses,” of Title 6, titled “Police Regulations,” of the City Code is hereby amended to read as follows:

“6-2-4: OBSCENE AND INDECENTIMMORAL ACTS¹

:

A. Indecent Exposure: It shall be unlawful for any person to appear in a state of nudity or in any indecent or lewd dress or condition in any public place or ~~in any such place to~~ make any indecent exposure of ~~their~~ his person or private parts thereof or the private parts of another ~~or to conduct himself in a lewd and lascivious manner or to appear in any such place in a dress not belonging to his sex.~~ (1963 Code)

B. Obscene Conduct: It shall be unlawful for any person to urinate or stool in any place open to the public view, or to be guilty of any lewd, lascivious or obscene conduct or to sing any lewd or obscene song, ballad or other words in any public place or any other place where other persons are present or indecently to exhibit any animal. (Ord. M-63-99, 12-20-1999)”

SECTION 4. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form according to law.

[SIGNATURE PAGE FOLLOWS]

{00121425.1} Additions are bold and double-underlined; deletions are struck through.

PASSED this _____ day of _____, 2021.

APPROVED this _____ day of _____, 2021.

VOTE: Ayes _____ Nays _____ Absent _____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this
____ day of _____, 2021

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

{00121425.1} Additions are bold and double-underlined; deletions are struck through.



CITY MANAGER'S OFFICE

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5488
desplaines.org

MEMORANDUM

Date: July 20, 2021
To: Mayor Goczkowski and Aldermen of the City Council
From: Michael G. Bartholomew, City Manager *MB*
Subject: Lobbyist Services with Anderson Legislative Consulting, Ltd.

Issue: The City seeks continued representation in Springfield on important legislative matters. The FY 2021 Budget includes funding for professional services associated with retaining lobbyists to represent the City of Des Plaines in Springfield and before other State agencies.

Analysis: Anderson Legislative Consulting, Ltd. will provide lobbyist services for the City on important matters affecting Des Plaines and will advocate on behalf of the City before the General Assembly, the Governor's Office, and other State Departments and agencies.

Recommendation: I recommend that the City retain the services of Anderson Legislative Consulting, Ltd. for the period of August 1, 2021 through July 31, 2022 at a cost of \$5,420 per month.

Attachments: Resolution R-130-21
Exhibit A – Firm Background & Contractual Agreement

CITY OF DES PLAINES

RESOLUTION R - 130 - 21

A RESOLUTION APPROVING AND AUTHORIZING THE EXPENDITURE OF FUNDS PURSUANT TO A PROPOSAL FROM ANDERSON LEGISLATIVE CONSULTING, LTD. FOR INTERGOVERNMENTAL AND LEGISLATIVE ADVOCACY SERVICES.

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the City has appropriated funds for the procurement of advocacy services to promote and represent the City's interests to the Illinois General Assembly, office of the Illinois Governor, and other State of Illinois departments and agencies ("**Services**") during the 2022 fiscal year; and

WHEREAS, in accordance with Chapter 10 of Title 1 of the City of Des Plaines City Code and the City's purchasing policy, the City has determined that procurement of the Services does not require competitive bidding because the Services require a high degree of professional skill where the ability or fitness of the individual plays an important part; and

WHEREAS, Anderson Legislative Consulting, Ltd. ("**Consultant**") submitted a proposal ("**Proposal**") to perform the Services over a one-year term in the amount of \$5,420.00 per month; and

WHEREAS, the City desires to retain Consultant to perform the Services at the price proposed; and

WHEREAS, the City Council has determined that it is in the best interest of the City to approve the Proposal and retain Consultant for a one-year term;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: APPROVAL OF PROPOSAL. The City Council hereby approves the retention of the Consultant for the Services and approves the Proposal in substantially the form attached to this Resolution as **Exhibit A**.

SECTION 3: AUTHORIZATION TO EXPEND FUNDS. The City Council hereby authorizes the expenditure of \$5,420.00 per month for a one-year term for a total not-to-exceed amount of \$65,040 pursuant to the Proposal.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this ___ day of _____, 2021.

APPROVED this ___ day of _____, 2021.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel



Anderson Legislative Consulting, Ltd.
Providing Excellence in Consulting Services Since 1991

Michael G. Bartholomew, ICMA-CM
City Manager
City of Des Plaines
1420 Miner Street
Des Plaines, Illinois 60016

Re: Proposal for Legislative Consulting Services

Dear Mr. Bartholomew:

Anderson Legislative Consulting, Ltd, is pleased to submit our proposal to the City of Des Plaines in response to the City's request for proposal for purposes of contracting with a qualified firm specializing in state legislative services on behalf of the City of Des Plaines before the State of Illinois and the Illinois General Assembly. Please find attached our proposal and qualifications for professional lobbying services.

Since 1991, Anderson Legislative Consulting, Ltd. has proudly represented local governments and their associations before the Illinois General Assembly and the State of Illinois. For over 30 years, our primary focus has been local government legislative issues. We bring significant experience and expertise, along with a genuine focus and commitment to our belief in our local governments. We have an extensive understanding of the important issues facing local governments. For over 30 years, we have represented such clients as: Northwest Municipal Conference and South Suburban Mayors & Managers Association. We have worked closely with various municipalities, Chicago, Naperville, Rockford, DuPage Mayors & Managers Conference and Illinois Municipal League.

Our 30 plus years of representing local government entities allows us to be intimately aware of the daily functions and needs of municipal governance. We are able to hit the ground running working on behalf of the City of Des Plaines in the Illinois General Assembly.

Anderson Legislative Consulting, Ltd. is a registered lobbying firm in the State of Illinois, in compliance with all Illinois Lobbying Law requirements.

We look forward to meeting with you to further discuss our proposal. Should you have any questions, please contact me, Letitia Dewith-Anderson at 217.553.9086 or wjaatalc@gmail.com.

Sincerely,

Letitia Dewith-Anderson

Letitia Dewith-Anderson, J.D.
President
Anderson Legislative Consulting, Ltd
600 South Second, Springfield, IL 62704
[Website: andersonlegislativeconsulting.com](http://www.andersonlegislativeconsulting.com)



COMPANY BIOS

ANDERSON LEGISLATIVE CONSULTING, LTD.

...is a full-time Springfield-based registered lobbying firm in the State of Illinois, founded in 1991 by the late William J. Anderson. Our firm has a long history of success in the Illinois General Assembly. Our primary focus is local government legislative issues.

We have effectively lobbied on a variety of issues, including - but not limited to: local government, healthcare, Medicaid managed care, fintech, K-12 education, insurance, public safety pension, public utilities and environmental. Over the years we have developed a strong relationship with both Chambers and on both sides of the aisle. Today, our consulting firm is owned and operated by Letitia Dewith-Anderson, wife of William J. Anderson. Our son, Taylor K. Anderson, and daughter, Allison F. Richard, are sub-contract lobbyists for the firm. We are a family-run company.

LETITIA DEWITH-ANDERSON

...has more than three decades of experience working with the General Assembly, beginning her career on the legislative staff of the Speaker of the Illinois House of Representatives and serving in a variety of legislative positions. She extensive firsthand local government experience, having served as Chief of Staff for the City of Springfield. Her duties as legislative staff included analyzing the budget of 10 state agencies (while staffing two legislative committees and authoring legislation). Letitia served two Illinois Attorney Generals in the legislative affairs division, serving as Deputy Director.

Letitia has long served as a contract lobbyist, earning business partnerships with various corporate entities, local governments and associations. She served as the first Advisor to the Illinois Conference of Women Legislators and as Regional Director-External Affairs at Humana, Inc. For Humana, Letitia oversaw the legislative, regulatory and political arena in 10 states. For three years, she served as Chair of the Illinois Chamber of Commerce-Legislative Committee and member of its Healthcare Counsel.

Letitia is a member of the Illinois Secretary of State Lobbyist Advisory Committee, the House Democrat Women Mentorship Program and Co-Founder of the Illinois General Assembly Charity Basketball Game. She has a Juris Doctorate degree from Loyola University School of Law in Chicago, a Bachelor of Arts degree in Economics from Spelman College and an Associate of Arts degree from Springfield College in Illinois.

TAYLOR K. ANDERSON

...has an extensive history in government relations. He is the primary negotiator on local government legislative issues, for Anderson Legislative Consulting, Ltd.. He has served as a subject matter expert and lead negotiator for over a decade, earning the respect of legislators on both sides of the aisle. He has experience working with a variety of clients, lobbying on a large range of complex legislative issues. Issues include, but are not limited to, public safety pension reform, K-12 education, health care, environmental and energy, workers' compensation, township consolidation, and financial institutions. Taylor has experience in legislative strategy development.



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Taylor began his lobbying career with Anderson Legislative Consulting, Ltd. in 2008, as a sub-contractor. He is the President of Taylor K. Anderson, consulting firm lobbying on behalf of various lobbying entities.

Prior to opening his own consulting firm and working with Anderson Legislative Consulting, Ltd. he received Illinois' prestigious James H. Dunn Jr. Memorial Fellowship where he worked in the Governor's legislative affairs division. He served in several liaison positions for a variety of government agencies. As a Dunn fellow, Taylor helped design and author a website used to train and assist state agency liaisons on how to track bills. During his time there he worked closely with state agency heads and members of the Illinois Senate.

Taylor's extensive statehouse experience also includes internships in the Governor's office of legislative affairs and with Illinois Senate President Emil Jones, serving on the Revenue Committee. In addition, he interned as a legislative liaison with the Illinois Environmental Protection Agency, handling both state and federal issues, and in the office of Secretary of State Jesse White as Assistant to the Deputy Director of Physical Services. Taylor also worked with the Illinois Chamber of Commerce government affairs division analyzing voter precincts and researched and authored Chamber position papers. Furthermore, his experience includes work with the Illinois Association of County Board Members and Commissioners, organizing seminars for county officials and authoring various county newsletters and magazines.

Since 2008, Taylor has traveled across the state to take part in speaking engagements to educate local government officials on the processes of state government. Moreover, he regularly serves as lead negotiator on a host of legislative issues including; educational, energy, environmental, labor relations, pensions, property taxes, telecommunications, and zoning. In addition, Taylor often contributes publications on the legislative process and issues.

Taylor attended Morehouse College before graduating from Pomona College with a Bachelor of Arts in Politics. He is Co-Founder of the Illinois General Assembly Charity Basketball Game.

ALLISON F. RICHARD

... has legal and legislative experience. She is a licensed attorney in the State of Illinois. She has worked with Anderson Legislative Consulting, Ltd. for over 10 years. Allison serves as a sub-contract lobbyist with Anderson Legislative Consulting, Ltd.

Prior to opening joining Anderson Legislative Consulting, Ltd. as a sub-contractor, Allison served as an associate attorney, in Illinois' oldest law firm, Brown Hay + Stephens, LLP. BHS is a full-service defense firm located in Springfield, Illinois. Currently, She is President of Allison Richard legislative consulting firm. She is a registered lobbyist in the State of Illinois and on the Federal level where I actively lobby on behalf of my clients.

As an attorney, Allison practiced in several areas of law, including but not limited to, civil litigation, business transactions, real estate, estate planning, family law, administrative law, environmental law, election law, education and school law, employment law, medical malpractice and criminal matters. She worked with the firm's partners in legal defense of larger organizations with complex legal matters; specifically, medical malpractice defense for hospitals and physician groups. In addition to her legal work,



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as an attorney, Allison presented as a guest speaker at various legal events and acted as a registered lobbyist for the firm on behalf of its clients.

Prior to Allison's legal career, she gained legislative experience as an office manager with Anderson Legislative Consulting, Ltd. for five (5) years. During this time, she filed expenditure filing reports, entity registration for the firm's clients, and developed various white pages for client issues. She has additional legislative work experience with the Illinois Association of County Board Members and Commissioners, where she created a forum for county board members and organized seminars for county officials as well as interacted with board members regarding priority legislative issues.

In 2018, she started her own legislative consulting firm. As a contract lobbyist, she has experience working with a variety of clients, lobbying on a large range of complex legislative issues. Issues include, but are not limited to, public safety pension reform, K-12 education, health care, pipeline manufacturing, public utilities, workers' compensation, township consolidation, adult-use cannabis and financial institutions. In her capacity as a contract lobbyist, she participated in legislative strategy development, legislative negotiations, as well as presents at legislative speaking engagements and/or webinars on behalf of clients. She has actively participated in various legislative negotiations, including juvenile justice reform and pipeline safety. She works with the House as well as the Senate.

She received her Juris Doctorate degree from Washington University School of Law - St. Louis and a Bachelor of Arts degree in Law & Society from Oberlin College. She is an active member of the Illinois House of Representatives Democrat Women Leader Mentorship and a Founding Board Member of the People for Women's Empowerment PAC.



Anderson Legislative Consulting, Ltd.

Providing Excellence in Consulting Services Since 1991

PROPOSED SCOPE OF SERVICES

Anderson Legislative Consulting, Ltd. (hereinafter "ALC") will represent the City of Des Plaines (hereinafter "City") with competent, professional and effective representation of the interests of the City before the Illinois General Assembly, State agencies and Constitutional Officers.

We will be the eyes and ears of the City in the State of Illinois, as it pertains to legislative issues before the Illinois General Assembly. Passing legislation is not an easy task but can be accomplished by lobbyists, who have earned the respect of the members of the Illinois General Assembly and staff, building coalitions and understanding the legislative process. ALC is that lobbying entity.

ALC is present in the Capitol Building in Springfield, Illinois when the Illinois General Assembly is convened. We work days prior to, and following, the General Assembly convening, as needed to introduce legislation, amendments, meet with staff and other entities on specific issues, as it pertains to the City.

ALC will meet with the City, to discuss their legislative agenda, legislative updates, proposed legislative and agency meetings and legislative strategy. ALC will not meet outside of the Capitol Building on days the Illinois General Assembly is in Session.

ALC has the following personnel assigned to working on behalf of the City, Letitia Dewith-Anderson, Taylor K. Anderson and Allison F. Richard. Our team will provide the following legislative consulting services:

1. Lobby the Illinois General Assembly and other State officials on issues impacting the City;
2. Work with Legislative Staff to provide City position(s) and recommendation(s) on legislation;
3. Conduct teleconferences with the Mayor or his/her designee, as necessary;
4. Provide timely legislative alerts on targeted legislation;
5. Coordinate meetings with legislators, the Governor's Office, State Agencies and Committee Staff, as necessary;
6. Develop Illinois General Assembly legislative user files on behalf of City;
7. Assist in the drafting of legislation and amendments on behalf of City; and
8. Work with City to prepare for testimony before legislative committee hearings.

**Please note: Additional services may be negotiated as an addendum to any contractual agreement for an additional fee. Expenses incurred for traveling and lodging to Springfield, IL for Session are included in the monthly retainer. City will incur all traveling and lodging expenses outside of Springfield, IL on behalf of City.*

FEE FOR SERVICES

Legislative Services Fee: \$5,420.00 per month.

Term of agreement: One (1) year.

Proposed Starting Date: August 1, 2021

Proposed Termination Date: August 1, 2022

**Please note: The terms of the Agreement shall cease upon cancelation by either Party with 30 days written notice.*



Anderson Legislative Consulting, Ltd.

Providing Excellence in Consulting Services Since 1991

COMPLIANCE

ALC strongly believes it is vital that all lobbying activities be provided with the highest ethical standards. We provide any and all services in compliance with all state and federal laws, including but not limited to, lobbying filings, registrations and reporting requirements. In order to ensure there is no perception of impropriety or conflicts, ALC operates only with the highest of ethical standards and integrity.

POLICY REGARDING SESSION DAYS

ALC has an office located in Springfield, Illinois. During Session days, our staff will be in the Capitol Building. As such, we will not attend meetings outside of the Capitol Building during Session days.

CURRENT CLIENT LIST:

Aetna Better Health of Illinois
Affirm
Associated Builders & Contractors, Illinois Chapter
CVS
IL Association of County Board Members
Illinois Association of Governmental Pools
Illinois Network of Charter Schools
McLean County
Northwest Municipal Conference
Peoria County
Solid Waste Agency of Northern Cook County
South Suburban Mayors & Managers Association
Township Officials of Illinois



CITY MANAGER'S OFFICE

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5488
desplaines.org

MEMORANDUM

Date: July 21, 2021
To: Mayor Goczkowski and Aldermen of the City Council
From: Michael G. Bartholomew, City Manager *MB*
Subject: Lobbyist Services with Raucci & Sullivan Strategies, LLC

Issue: The City seeks continued representation in Springfield on important legislative matters. The FY 2021 Budget includes funding for professional services associated with retaining lobbyists to represent the City of Des Plaines in Springfield and before other State agencies.

Analysis: Raucci & Sullivan Strategies, LLC will provide lobbyist services for the City on important matters affecting Des Plaines and will advocate on behalf of the City before the General Assembly, the Governor's Office, and other State Departments and agencies.

Recommendation: I recommend that the City retain the services of Raucci & Sullivan Strategies, LLC for the period of August 1, 2021 through December 31, 2022 at a cost of \$5,000 per month.

Attachments: Resolution R-131-21
Exhibit A – Letter of Intent & Contractual Agreement

CITY OF DES PLAINES

RESOLUTION R - 131 - 21

A RESOLUTION APPROVING AND AUTHORIZING THE EXPENDITURE OF FUNDS PURSUANT TO A PROPOSAL FROM RAUCCI & SULLIVAN STRATEGIES, LLC FOR INTERGOVERNMENTAL AND LEGISLATIVE ADVOCACY SERVICES.

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the City has appropriated funds for the procurement of advocacy services to promote and represent the City's interests to the Illinois General Assembly, office of the Illinois Governor, and other State of Illinois departments and agencies ("**Services**") during the 2022 fiscal year; and

WHEREAS, in accordance with Chapter 10 of Title 1 of the City of Des Plaines City Code and the City's purchasing policy, the City has determined that procurement of the Services does not require competitive bidding because the Services require a high degree of professional skill where the ability or fitness of the individual plays an important part; and

WHEREAS, Raucci & Sullivan Strategies, LLC ("**Consultant**") submitted a proposal ("**Proposal**") to perform the Services over a seventeen-month term in the amount of \$5,000.00 per month; and

WHEREAS, the City desires to retain Consultant to perform the Services at the price proposed; and

WHEREAS, the City Council has determined that it is in the best interest of the City to approve the Proposal and retain Consultant for a seventeen-month term;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: APPROVAL OF PROPOSAL. The City Council hereby approves the retention of the Consultant for the Services and approves the Proposal in substantially the form attached to this Resolution as **Exhibit A**.

SECTION 3: AUTHORIZATION TO EXPEND FUNDS. The City Council hereby authorizes the expenditure of \$5,000.00 per month for a seventeen-month term for a total not-to-exceed amount of \$85,000 pursuant to the Proposal.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this ___ day of _____, 2021.

APPROVED this ___ day of _____, 2021.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

RAUCCI & SULLIVAN STRATEGIES, LLC
805 Sylviawood Ave.
Park Ridge, IL 60068

DAVE SULLIVAN
President
(847) 738-7341
davesullivan6891@yahoo.com

July 9, 2021

Via Email

Mayor Andrew Goczkowski
City of Des Plaines
1420 Miner Street
Des Plaines, IL 60016

Dear Mayor Goczkowski:

Thanks for taking the time to talk the other day. We are excited about the opportunity to work with Des Plaines. Having represented Des Plaines in the Senate, it would be particularly rewarding to again be in a position to help this great City. Please consider this our proposal for Raucci & Sullivan Strategies, LLC to provide governmental representation to Des Plaines from August 1, 2021 through December 31, 2022.

We will provide representation on matters of importance to Des Plaines specifically related to the needs of the City as it relates to interactions with State Leaders and Policy Makers. These matters will include but not be limited to Performance of our responsibilities will involve working with the appropriate members of the Governor's staff, Legislators, Agencies and other interested parties in order to accomplish your objectives. We will strategize with you as to how best work with other interested parties regarding your project.

It is contemplated that the proper performance of our representation would involve regular telephonic and electronic communication. We are available to Des Plaines on a 24/7 basis.

We will comply with all laws concerning our representation, including registration under the Illinois Lobbyist Registration Act. We will also file the twice a month lobbyist activity reports that the law requires.

RAUCCI & SULLIVAN STRATEGIES, LLC

Des Plaines
July 9, 2021
Page Two

The term of this contract will be from August 1, 2021 to December 31, 2022. The fee for the contract is Five Thousand (\$5,000.00) Dollars per month payable upon monthly invoicing for a total of \$85,000. This agreement may be canceled by either party with 30 days notice.

If this proposal is agreeable to Des Plaines, please sign a duplicate copy of this letter and return to me.

If you should have any questions, please do not hesitate to contact me.

We look forward to working with you!

Best regards,



Dave Sullivan
President

SIGNED:

(Signature)

(Title)

For: Des Plaines

DATE: July ____, 2021

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DES PLAINES, ILLINOIS HELD IN THE ELEANOR ROHRBACH MEMORIAL COUNCIL CHAMBERS, DES PLAINES CIVIC CENTER, MONDAY, JULY 19, 2021

CALL TO ORDER

The regular meeting of the City Council of the City of Des Plaines, Illinois, was called to order by Mayor Goczkowski at 7:00 p.m. in the Eleanor Rohrbach Memorial Council Chambers, Des Plaines Civic Center on Monday, July 19, 2021.

ROLL CALL

Roll call indicated the following Aldermen present: Oskerka, Zadrozny, Brookman, Chester, Smith, Ebrahimi. Absent: Lysakowski, Moylan. A quorum was present.

Also present were: City Manager Bartholomew, Assistant Director of Finance Podbial, Director of Public Works and Engineering Oakley, Community and Economic Development Manager Carlisle, Deputy Fire Chief Matzl, Police Chief Anderson, and General Counsel Friedman.

PRAYER AND PLEDGE

The prayer and the Pledge of Allegiance to the Flag of the United States of America were offered by Alderman Zadrozny.

PUBLIC COMMENT

Sherry Elkhaldy asked for assistance regarding the unsatisfactory condition of her house possibly due to flooding.

Bob Jaegers expressed his concern regarding outsourcing the crossing guards.

ALDERMEN ANNOUNCEMENTS

Alderman Brookman stated her intention to move later in the meeting Item 2b regarding Ordinance Z-40-21 be removed from Community Development agenda tonight and be deferred to the City Council meeting on August 16, 2021. Alderman Brookman will be hosting a community meeting regarding Ordinance Z-40-21 on July 25, 2021, 7:00 p.m. at the former Good Sheppard Church.

MAYORAL ANNOUNCEMENTS

Mayor Goczkowski mentioned the amazing example of community he witnessed at a local birthday party he attended.

On March 16, 2020, a Declaration of Civil Emergency for the City of Des Plaines related to the COVID-19 emergency was authorized. The Declaration provided that: (1) the City may enter into contracts for the emergency purchase of goods and services; (2) the City Manager may implement emergency staffing protocols pursuant to the City's respective collective bargaining agreements; and (3) directed City officials and employees to cooperate with other government agencies.

In accordance with Illinois statutes, the Mayor's Declaration lasted only for a period of seven days, unless it was extended by action of the City Council. At each subsequent City Council meeting, the City Council, by motion, extended the Declaration until the next adjournment of the next special or City Council meeting. This extension of the Declaration includes the Supplemental Order dated July 29, 2020.

Mayor Goczkowski presented an extension to the Declaration of Civil Emergency.

Moved by Oskerka, seconded by Chester, to extend the March 16, 2020 Declaration of Civil Emergency until the adjournment of the next regular, special, or emergency meeting of the City Council.

Upon roll call, the vote was:

AYES: 6 - Oskerka, Zadrozny, Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 2 - Lysakowski, Moylan

Motion declared carried.

CONSENT AGENDA

Alderman Chester requested Item 3, Ordinance Z-39-21, be removed from the Consent Agenda.

Moved by Brookman, seconded by Chester, to establish the Consent Agenda.

Upon voice vote, the vote was:

AYES: 6 - Oskerka, Zadrozny, Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 2 - Lysakowski, Moylan

Motion declared carried.

Moved by Chester, seconded by Brookman, to approve the Consent Agenda.

Upon roll call, the vote was:

AYES: 6 - Oskerka, Zadrozny, Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 2 - Lysakowski, Moylan

Motion declared carried.

Minutes were approved; Resolutions R-117-21, R-121-21 were adopted.

APPROVE PUR/TRITECH SW/CENTRAL SQUARE:
Consent Agenda

Moved by Chester, seconded by Brookman to Approve Resolution R-117-21, A RESOLUTION AUTHORIZING THE PURCHASE OF TRITECH SOFTWARE SYSTEMS SOFTWARE FROM CENTRAL SQUARE. Motion declared carried as approved unanimously under Consent Agenda.

Resolution R-117-21

APPROVE FUNDS/HEALTH & LAW RES/EMPL RELATED CONSULTING SVCS:
Consent Agenda

Moved by Chester, seconded by Brookman to Approve Resolution R-121-21, A RESOLUTION APPROVING AND AUTHORIZING THE EXPENDITURE OF FUNDS TO HEALTH & LAW RESOURCE, INC FOR EMPLOYMENT RELATED CONSULTING SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

Resolution R-121-21

**GRANTING A
CONDITIONAL
USE PERMIT FOR
COMMERCIALY
ZONED ASSY USE
AT 69-79
BROADWAY ST
Consent Agenda**

Alderman Chester requested this item be removed and sent back to Community Development Committee for the August 2, 2021 City Council Agenda.

Moved by Smith, seconded by Brookman to pull and send back to the Community Development Committee Ordinance Z-39-21 to be heard at the City Council Meeting on August 2, 2021, AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR A COMMERCIALY ZONED ASSEMBLY USE AT 69-79 BROADWAY STREET, DES PLAINES, ILLINOIS.

Upon roll call, the vote was:

**Ordinance
Z-39-21**

AYES: 6 - Oskerka, Zadrozny, Brookman, Chester,
Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 2 - Lysakowski, Moylan

Motion declared carried.

**APPROVE
MINUTES
Consent Agenda**

Moved by Chester, seconded by Brookman to Approve the Minutes of the City Council meeting of July 6, 2021, as published. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE
MINUTES
Consent Agenda**

Moved by Chester, seconded by Brookman to Approve the Closed Session Minutes of the City Council meeting of July 6, 2021, as published. Motion declared carried as approved unanimously under Consent Agenda.

NEW BUSINESS:

FINANCE & ADMINISTRATION – Alderman Zadrozny, Chairman

**WARRANT
REGISTER
Resolution
R-118-21**

Alderman Zadrozny presented the Warrant Register.

Moved by Zadrozny, seconded by Brookman, to approve the Warrant Register of July 6, 2021 in the Amount of \$3,659,807.14 and approve Resolution R-118-21.

Upon roll call, the vote was:

AYES: 6 - Oskerka, Zadrozny, Brookman, Chester,
Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 2 - Lysakowski, Moylan

Motion declared carried.

COMMUNITY DEVELOPMENT – Alderman Chester, Chairman

**CONSIDER
APPROVING A
FINAL PLAT OF
SUBDIVISION
FOR THE
DAMIANO-
MERCHANDISE
RESUBDIVISION
AT 10 S RIVER RD
Resolution**

Community and Economic Development Manager John Carlisle reviewed a memorandum dated June 30, 2021.

The petitioner, Peter Damiano, is requesting a Final Plat of Subdivision resubdivide and absorb a portion of 1415 Redeker Road located at 09-17-200-044-0000 in the M-1 zoning district at 10 S. River Road. The subject property is 10,862-square feet (0.249 acres) in size and is comprised of one lot, which is improved with a single building and parking. The building on the subject property contains a 100-square foot office area, 3,906-square foot shop/storage area, and a separate 280-square foot mechanical area with restrooms. The petitioner also currently holds a Land Lease with ComEd to park

R-119-21

within the ComEd right-of-way located south of the properties at 24 River Road and 1415 Redeker Road.

The petitioner is proposing to resubdivide and absorb a portion of 1415 Redeker Road (Parcel 09-17-200-044-0000) located west of the subject property and behind the properties located at 20 River Road and 24 River Road. Lot 2 is 12,684-square feet (0.291-acres) in size and is comprised of one lot, which is improved with a portion of the multi-tenant manufacturing building located on 1415 Redeker Road and a gravel drive aisle/parking area. The petitioner proposes to improve Lot 2 with a paved, dust-free hard surface and utilize it to access the leased parking area within the ComEd right-of-way. Given the proposed acquisition of Lot 2 by the petitioner, this portion of the building, will be demolished as part of this request within a year of City Council approval. The petitioner recently submitted an application for a Tentative Plat of Subdivision and Major Variations for building setbacks and lot area, which was approved by Ordinance Z-30-21.

The Planning and Zoning Board recommended (4-0) that the City Council approve of the request with the three conditions.

Staff does not recommend approval or denial of Resolution R-119-21 to approve the Final Plat of Subdivision request. If approval of this request is sought, staff recommends adding the following conditions.

Conditions of Approval:

1. The Lot 2 property identified on the Final Plat of Subdivision to be acquired by the owner of 10 S. River Road shall be only utilized for the ingress/egress to the 10 S. River Road property and the parking of vehicles to be serviced. No equipment, materials, or other items shall be stored in this location.
2. All existing structures located in Lot 2 property identified on the Final Plat of Subdivision shall be demolished and replaced with a dust-free hard surface within a year of City Council approval.
3. The Lot 2 property identified on the Final Plat of Subdivision shall be demolished and replaced with a dust-free hard surface within a year of City Council approval.

Moved by Brookman, seconded by Chester, to approve the Resolution R-119-21, A RESOLUTION APPROVING A FINAL PLAT OF SUBDIVISION FOR THE DAMIANO-MERCHANDISE RESUBDIVISION LOCATED AT 10 S RIVER ROAD, DES PLAINES, IL.

Upon roll call, the vote was:

AYES: 6 - Oskerka, Zadrozny, Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 2 - Lysakowski, Moylan

Motion declared carried.

CONSIDER
APPROVING
PRELIM PLNED
UNIT DVLP,

Community and Economic Development Manager Carlisle reviewed a memorandum dated July 8, 2021.

**TENTATIVE PLAT
OF SUBDIVISION,
AND MAP AMDT
FOR 1050 E
OAKTON ST, 1000-
1100 EXECUTIVE
WAY, AND 1555
TIMES DR (CASE
#21-019-PPUD-
TSUB-MAP-CU)**
**Ordinance
Z-40-21**

The petitioner is requesting the following under the Zoning Ordinance: (i) a Preliminary PUD under Section 12-3-5; (ii) a Conditional Use for a PUD under Section 12-3-4; and (iii) a Map Amendment to rezone the subject property from C-3 General Commercial to R-3 Townhouse Residential under Section 12-3-7. The petitioner also requests a Tentative Plat of Subdivision under Section 13-2-2 of the Subdivision Regulations. Finally, under Section 8-1-9 of the Municipal Code, the petitioner will seek a Vacation of Public Streets to be approved by the City Council at the time of final plats for PUD and Subdivision.

The petitioner is proposing a full redevelopment of 11.2 contiguous acres of vacant property at 1050 East Oakton Street, 1090-1100 Executive Way, and 1515 Times Drive. The proposal is for a residential-only development of 125 townhouses, tentatively branded as Halston Market. Seven townhouses would have two bedrooms, and 118 would have three bedrooms. The units would be horizontally connected to each other and spread across 23 separate buildings. Each building would be three stories with each unit having a ground-floor, two-car, rear-loaded garage (i.e. facing inward, not toward public streets or private drives). Walkways would connect unit front doors to public and private sidewalks. Each building will also have balconies and include landscaped grass front yards. However, the amount of private open space per unit is minimal, as the concept is built around shared open space. Centrally located on the site would be a landscaped common plaza of 14,000 square feet with benches, plantings, walkways, and open green space. There is also a 10,605-square-foot common area oriented north-south between the buildings in the southwest portion. In the southeast portion, a stormwater retention area (“dry” basin, not a pond) of approximately 69,050-square feet (1.6 acres), with 21 adjacent surface parking spaces intended for visitors. Fifteen additional spaces intended for visitors are interspersed through the development for a total of 286, which would meet the parking minimum of Section 12-9-7.

The Building Design Review requirement under Section 12-3-11 would apply. In general, the applicant is proposing that for the elevations that would face public streets, the primary material is face brick on all three stories with projections of complementary vinyl. Elevations that would not face public streets contain face brick only on the ground floor, and where garage doors are shown, the brick is interrupted.

Considering the large scale of the redevelopment, the proposal is somewhat restrained in tree removal. According to the petitioner, healthy trees in the existing row at the north lot line will be preserved and augmented where necessary. Together, these plantings along with existing and proposed fencing should serve as effective screening and separation between the development and the single-family residential neighborhood to the north and the commercial development to the east. New plantings throughout the development appear to provide both functional and aesthetic benefits.

The petitioner is requesting the following bulk exceptions under Section 12-3-5 from the regulations for the proposed R-3 district:

- Minimum lot area: Seventy-nine units are proposed with a lot area of 923 square feet, and 46 units are proposed at 1,038 square feet. The proposed lot area for each unit includes only the livable space inside the building and a small landscaped front yard. All other area in the development (e.g. open space,

driveways, stormwater retention) is allocated not to dwelling units but instead to the development overall. The minimum lot area per dwelling unit is 2,800 square feet.

In the version of plans recommended for approval by the Planning and Zoning Board (PZB), the northernmost row of buildings were set back 21 feet from the north lot line when a minimum of 25 feet is required, so the petitioner was requesting a rear-yard exception, as well. However, after listening to input at the public hearing, the petitioner revised the drawings to move these buildings to the south such that a rear-yard exception is no longer necessary.

Regarding streets and access, the petitioner proposes that most of the north-south portion of Executive Way – where it connects to Oakton and borders the post office – would remain a public street. However, at a point just south of the existing curve, the developer would construct a new east-west private drive and demolish the existing east-west segment of Executive Way. This would require a vacation of approximately 21,000 square feet. Similarly, a portion of Times Drive (approximately 7,700 square feet) would also be vacated and become private.

The petitioner’s traffic report discusses the parking and trip generation for the proposed townhouse development in more detail. The final conclusion is that the existing roadway system can absorb the new traffic and activity created by the development. The Illinois Department of Transportation (IDOT), citing existing signalized intersections at Lee Street and Webster Lane (1,600 feet apart), does not support the creation of an additional signalized intersection at Oakton. Pedestrians would be required to use the sidewalk on the north side of Oakton before reaching a marked crossing, approximately 700-800 feet in each direction (three-to-five-minute walk for an able-bodied person). However, the developer is proposing a pedestrian opening at the east lot line, near the retention pond.

The petitioner has requested a map amendment to rezone the subject property from C-3 General Commercial to R-3 Townhouse Residential.

Other than the listed exception(s), the proposed development would meet all other R-3 bulk regulations as excerpted in this table:

Bulk Regulations for R-3 Townhouse Residential

Yard	Required	Proposed
Front Yard (South)	Min.: 25 Feet	25 Feet
Rear Yard (North)*	Min.: 25 Feet, if Building Height < 35 feet	25 Feet
Side Yard (East)	Min: 5 Feet	22 Feet
Corner Side Yard (West)	Min: 10 Feet	21 feet
Building Height	Max: 45 Feet	Three stories (About 35 feet)

A conditional use is required in R-3 by virtue of the proposed PUD. Conditional uses for PUDs are approved at the time of final plat, but nonetheless, the request and requirement are listed here for the record.

The petitioner is requesting a Tentative Plat of Subdivision to resubdivide the subject property. Under Section 13-3-1 the Subdivision Regulations require improvement of adjacent rights-of-way, which means, for example, that Executive Way next to the Post Office will receive new curb, gutter, and resurfacing. Further, under Section 13-4 the Subdivision Regulations require park land dedication and/or fee-in-lieu, although proposed private open space could provide a partial offset.

The existing property contains eight lots, which would be divided into lots for each individual townhouse unit (125), plus six lots for common areas, private drives, and the stormwater retention area for a total of 131. The new subdivision will encompass the entire 11.2-acres. The petitioner's Tentative Plat shows that the size of each townhouse parcel will vary from 923 square feet in size for interior units to 1,038 square feet in size for end units. The Tentative Plat also shows the following existing easements: (i) a 13-foot Public Utility Easement and 20-foot building line on both sides of Executive Way throughout the development; (ii) a 13-foot Public Utility Easement and 20-foot building line on both sides of Times Drive throughout the development; (iii) a 20-foot building line along Oakton Street on the south side of the lot; (iv) a ten-foot electric and telephone easement and 24-foot ingress, egress, and driveway easement behind the commercial development on the south side of the lot; (v) a 23-foot public utility easement along the existing drive aisle east of the proposed detention area; (vi) a 15-foot public utility easement along the east property line of the development; and (vii) a five-foot public utility easement located along the north property line of the development. The proposal includes vacating a portion of Executive Way and Times Drive with their respective easements.

The applicant will seek vacations of public streets. The community will not be gated where public streets would transition into private drives. Furthermore, regarding Times Drive, the commercial property at the northeast corner of Times and Oakton relies on Times for access. It is recommended the City retain the southernmost approximately 110 linear feet, with a redevelopment agreement stating that townhouse owners will be responsible for maintenance of this segment. The City is in the process of appraising the right-of-way areas, and staff recommends that executing the agreement(s) and recording the corresponding plat is a condition for approval.

The Planning and Zoning Board (PZB) recommended (4-0) that the City Council approve the requests with conditions as stated below. Additionally, staff recommends approval of Ordinance Z-40-21, which approves a Preliminary Planned Unit Development with exception(s) as requested by the petitioner, Tentative Plat of Subdivision, Map Amendment from C-3 to R-3, and Conditional Use for a Planned Unit Development in the R-3 zoning district, subject to:

1. The necessary redevelopment agreement and Plat of Vacation should be negotiated with and approved by the City prior to recording of any Final PUD Plat or Final Plat of Subdivision. All preliminary or tentative plats should be revised, if necessary, to reflect the agreed-upon vacations.

- 2. The governing documents for the subject parcels will be reviewed and approved by the City Attorney prior to the recording of any Final PUD Plat or Final Plat of Subdivision.
- 3. All proposed improvements and modifications shall be in full compliance with all applicable codes and ordinances. Drawings may have to be modified to comply with current codes and ordinances.

Moved by Brookman, seconded by Zadrozny, to remove Ordinance Z-40-21 from Community Development Agenda and defer to the City Council Meeting of August 16, 2021, on the Community Development Agenda, AN ORDINANCE APPROVING A PRELIMINARY PLANNED UNIT DEVELOPMENT, TENTATIVE PLAT OF SUBDIVISION, AND MAP AMENDMENT FOR 1050 EAST OAKTON STREET, 1000-1100 EXECUTIVE WAY, AND 1555 TIMES DRIVE (CASE #21-019-PPUD-TSUB-MAP-CU).

Upon roll call, the vote was:

- AYES: 6 - Oskerka, Zadrozny, Brookman, Chester, Smith, Ebrahimi
 - NAYS: 0 - None
 - ABSENT: 2 - Lysakowski, Moylan
- Motion declared carried.

**OTHER MAYOR/
ALDERMAN
COMMENTS FOR
THE GOOD OF
THE ORDER**

Alderman Brookman announced notices will be sent in various formats regarding the upcoming Ward 5 meeting to discuss Ordinance Z-40-21 on July 25, 2021, 7:00 p.m. at the former Good Sheppard Church.

Mayor Goczkowski announced he is working with staff to arrange a citywide garage sale for the weekend of September 24, 2021

ADJOURNMENT:

Moved by Brookman, seconded by Oskerka to adjourn the meeting. The meeting adjourned at 7:29 p.m.

Jessica M. Mastalski – City Clerk

APPROVED BY ME THIS _____

DAY OF _____, 2021

Andrew Goczkowski, MAYOR


 COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

 1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5380
desplaines.org

MEMORANDUM

Date: July 22, 2021
To: Michael G. Bartholomew, MCP, LEED AP, City Manager
From: John T. Carlisle, AICP, Economic Development Manager *JTC*
 Jonathan Stytz, Planner *JS*
Subject: Consideration of Conditional Use for a Commercially Zoned Assembly Use at 69-79 Broadway Street, Case #21-009-CU (7th Ward)

Update: The City Council voted 6-0 on first reading on July 6, 2021, to pass an ordinance *as amended* that would approve the subject request. On July 19, 2021, the Council chose to continue consideration of the final reading to August 2, 2021.

The first-reading version omitted a condition recommended by the Planning and Zoning Board and staff: that the petitioner form shared-parking agreements with nearby property owners to satisfy the off-street parking requirement for the proposed use. The ordinance has been amended accordingly with the new language **bold and double-underlined** and is attached to this item packet. Further, the Council expressed a desire to see parking agreements that the petitioner has already formed. These are added collectively as Attachment 10. Last, the petitioner has written a letter to City Council, which is added as the first page of Attachment 1.

Issue: The petitioner is requesting a Conditional Use under Section 12-7-3(K)(3) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a Commercially Zoned Assembly use in the C-3 zoning district at 69-79 Broadway Street.

Address: 69-79 Broadway Street
Petitioner: Steven Bonica, 732 W. Algonquin Road, Arlington Heights, IL 60005
Owner: Harriet Denisewicz, Chicago Title Land Trust Company, 10 S. LaSalle Street, Suite 2750, Chicago, IL 60604
Case Number: 21-009-CU
Real Estate PINs: 09-07-418-016-0000; -017; -018; -019
Ward: #7, Alderman Patsy Smith

Existing Zoning: C-3, General Commercial District

Existing Land Use: Vacant Building

Surrounding Zoning: North: C-3, General Commercial District
 South: C-3, General Commercial District
 East: R-1, Single Family Residential District
 West: C-3, General Commercial District

Surrounding Land Use: North: Vacant Building
 South: Multi-Unit Residential Building
 East: Single Family Residences
 West: Electrician (Commercial)/Vacant Building

Street Classification: Broadway Street is classified as a Local Street.

Comprehensive Plan: The Comprehensive Plan designates this site as Higher Density Urban Mix with Residential.

Project Description: The petitioner, Steven Bonica, has requested a Conditional Use Permit to operate a Community Center, Romanian Heritage Center NFP, at 69-79 Broadway Street. A community center is classified as a Commercially Zoned Assembly use, which is a conditional use in the C-3, General Commercial District. The subject properties are located within the C-3 zoning district, along Broadway Street between Cumberland Circle and the Cumberland Metra Station. The four subject properties contain a multi-unit, one-story building spanning all four lots, each with a separate PIN, with on-street parking in the front and a small accessory parking area at the rear as shown in the Plat of Survey for 69-73 Broadway Street (Attachment 3), the Plat of Survey for 75-79 Broadway Street (Attachment 4), and the following table.

Address	PIN	Zoning District
69 Broadway Street	09-07-418-019-0000	C-3, General Commercial
73 Broadway Street	09-07-418-018-0000	C-3, General Commercial
75 Broadway Street	09-07-418-017-0000	C-3, General Commercial
79 Broadway Street	09-07-418-016-0000	C-3, General Commercial

The petitioner plans to completely remodel the interior of the existing building to locate a library/multi-purpose room, office areas, inaccessible Romanian heritage exhibit areas, conference room, kitchen area, restrooms, and storage areas based on the Floor Plan (Exhibit C). The petitioner’s proposal does not include any changes to the outside of the building with the exception of new landscaping and signage at the front of the building. The dumpster for this suite will be stored inside the building except on trash collection days. The Romanian Heritage Center NFP will be open on Monday through Friday from 8 am to 7 pm as a research and tutoring center, as denoted in the Proposed Activities, Programs, and Parking Plan (Attachment 5) and the Proposed Schedule of

Activities (Attachment 6). A maximum of two to three employees will be on site at a given time hosting a maximum of eight to ten sessions throughout the week with up to twelve students per session. This location will host evening meetings for the Board of Directors and Leadership Advisory Council with up to 20 people and various events once or twice a month. The proposed events include fellowship groups, commemorative and cultural events, exhibitions, concerts, community meetings, conferences, and seminars that are coordinated with the nearby Romanian Baptist Church of Chicago located at 484 E. Northwest Highway. See the Project Narrative (Exhibit A) for more details. The following parking regulations apply to this request pursuant to Section 12-9-7 of the Des Plaines zoning Ordinance:

- One parking space for 200-square feet of gross activity area for community centers, banquet halls, and membership organizations; and
- One parking space for every 250-square feet of gross floor area for office areas.

Thus, a total of 19 off-street parking spaces are required including one handicap accessible parking space. The Site Plan (Exhibit B) shows the proposed parking area at the rear of the building, which is designed to accommodate 13 parking spaces and one handicap parking on the subject property. The petitioner intends to utilize a portion of the parking lot at the nearby Romanian Baptist Church of Chicago located at 484 E. Northwest Highway to accommodate the remaining required spaces and for monthly or bimonthly events. The proposal also includes the utilization of a valet service to address parking concerns, especially during events where 50-100 patrons could be in attendance. Staff has added a condition that the petitioner must obtain, execute, and submit a collective parking agreement with the nearby Romanian Baptist Church to staff to address all parking requirements pursuant to Sections 12-9-3 and 12-9-7 of the Des Plaines Zoning Ordinance.

Compliance with the Comprehensive Plan

The proposed project, including the proposed site improvements, addresses various goals and objectives of the 2019 Comprehensive Plan including the following aspects:

- **Future Land Use Plan:**
 - This property is designated as Higher Density Urban Mix with Residential on the Future Land Use Plan. The Future Land Use Plan strives to create a well-balanced development area with a healthy mixture of commercial and residential uses. While the proposed use does not have a retail component, the petitioner will enhance the subject property by renovating the existing vacant building to make it an asset in the City of Des Plaines as a whole.
 - The subject property is located along Broadway Street near the defined Northwest Highway and Golf Road commercial corridors in Des Plaines surrounded by commercial and residential development. The request would transform the existing vacant building into a community center that could help bridge the gap between the residences and commercial development in this area and bring benefits to the community as a whole.

While the aforementioned aspects represent a small portion of the goals and strategies of the Comprehensive Plan, there is a large emphasis on improving existing commercial developments throughout Des Plaines.

Conditional Use Findings: Conditional Use requests are subject to the standards set forth in Section 12-3-4(E) of the 1998 City of Des Plaines Zoning Ordinance, as amended. In reviewing these standards, staff has the following comments:

A. The proposed Conditional Use is in fact a Conditional Use established within the specific Zoning district involved:

Comment: The proposed community center is classified as a Commercially Zoned Assembly use. A Commercially Zoned Assembly use is a conditional use in the C-3 zoning district. Please see the petitioner's responses to Standards for Conditional Uses.

B. The proposed Conditional Use is in accordance with the objectives of the City's Comprehensive Plan:

Comment: The proposed community center repurposes an existing vacant building, which helps to achieve the goal of the Comprehensive Plan to foster and improve commercial developments. This proposal can also provide another asset to the community through the promotion of cultural diversity, which the Comprehensive Plan strives to preserve and foster. Please see the petitioner's responses to Standards for Conditional Uses.

C. The proposed Conditional Use is designed, constructed, operated and maintained to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity:

Comment: The proposed community center will not redevelop the existing vacant building in a way that would not be harmonious and appropriate in appearance to surrounding development since the petitioner does not plan to alter the building's exterior. Instead, the proposal includes additional landscaping in front of the building and parking area improvements at its rear to improve the aesthetic appearance of the property. Please see the petitioner's responses to Standards for Conditional Uses.

D. The proposed Conditional Use is not hazardous or disturbing to existing neighboring uses:

Comment: The proposed community center will not be hazardous or disturbing to the existing neighborhood uses since all of its operations will take place inside the building. The petitioner has proposed off-street parking spaces at the rear of the building and will provide a collective parking agreement with the nearby Romanian Baptist Church to utilize a portion of their parking spaces to meet parking standards and handle any overflow parking during events. Please see the petitioner's responses to Standards for Conditional Uses.

E. The proposed Conditional Use is to be served adequately by essential public facilities and services, such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or, agencies responsible for establishing the Conditional Use shall provide adequately any such services:

Comment: The existing building is adequately served by essential public facilities and services through property access from a rear alley, on street parking in the front, and municipal services. Staff does not feel that the proposed community center will alter the existing service of this property. Please see the petitioner's responses to Standards for Conditional Uses.

F. The proposed Conditional Use does not create excessive additional requirements at public expense for public facilities and services and will not be detrimental to the economic well-being of the entire community:

Comment: The existing building does not create excessive additional requirements at the public expense for public facilities and services. Staff does not feel that the proposed community center will create excessive additional requirements for public facilities and service, as the size and location of the existing building remain the same. Please see the petitioner's responses to Standards for Conditional Uses.

G. The proposed Conditional Use does not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke fumes, glare or odors:

Comment: The proposed community center operations will not produce excessive production of traffic, noise, smoke fumes, glare, or odors since all operations will take place inside the building and consist of smaller groups of people. The anticipated events that will occur on occasion once or twice during the month will be scheduled and planned in coordination with the Romanian Baptist Church to ensure adequate parking is provided. Please see the petitioner's responses to Standards for Conditional Uses.

H. The proposed Conditional Use provides vehicular access to the property designed so that it does not create an interference with traffic on surrounding public thoroughfares:

Comment: The proposed community center will have parking and property access concentrated at the rear of building with some parking in the front of the building. Staff feels that the proposed parking and access to the site is sufficient during normal operations, but has required a collective parking agreement to be established and executed between the proposed Romanian Heritage Center NFP and the Romanian Baptist Church to accommodate events with larger vehicular and pedestrian traffic. The proposal includes the use of a valet to allow patrons to drop off their vehicle on site and have it parked in the existing Romanian Baptist Church parking lot during events. Please see the petitioner's responses to Standards for Conditional Uses.

I. The proposed Conditional Use does not result in the destruction, loss, or damage of natural, scenic, or historic features of major importance:

Comment: The proposed community center will not result in the destruction, loss, or damage of natural, scenic, or historic features since the property is already developed with the building and parking area. In addition, the subject building is not listed as a historic significant structure. Please see the petitioner's responses to Standards for Conditional Uses.

J. The proposed Conditional Use complies with all additional regulations in the Zoning Ordinance specific to the Conditional Use requested:

Comment: The proposed community center will comply with all other regulations in the Zoning Ordinance. The conditional use for the Commercially Zoned Assembly use will be the only entitlement necessary for the proposed community center request as presented. Please see the petitioner's responses to Standards for Conditional Uses.

Planning and Zoning Board Review: The Planning and Zoning Board met on June 8, 2021 to consider a Conditional Use Amendment under Section 12-7-3(K) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a commercially zoned assembly use for the property located at 69-79 Broadway Street in the C-3, General Commercial district.

The petitioner presented a detailed description of the proposed Romanian Cultural Center defining it as a social and religious gathering place for tutoring through before and after school programs and research. He mentioned that they currently have a program at a school in Niles but that there is no stand-alone Romanian cultural center that owns its own building in the Chicagoland area. The petitioner described that the proposed use would assist in children's education and provide them with the resources that they need to succeed. He added that the proposed cultural center would include a library with Romanian literature, which is critical to their organization. The petitioner added that they would have larger gatherings one to two times a month on the weekends for various activities, such as conferences, community meetings, fellowship groups, concerts, commemorative and cultural events, exhibitions, and seminars. He added that they are working with the Romanian Baptist Church and other neighboring businesses to accommodate additional parking spaces for these events.

The Planning and Zoning Board (PZB) Members asked about the maximum capacity for the building; if a traffic study was required; where will the drop-off area be located for the large gatherings; and about collective parking agreements with surrounding businesses.

Community and Economic Development staff summarized the staff report and recommended approval of the request with the condition that a collective parking agreement with a neighboring business is obtained by the petitioner for operation of this proposed use. CED staff acknowledged that the traffic study was waived for this request, as a traffic study was not deemed necessary for this site.

One member of the public spoke on this petition with concerns regarding commercial business employees and patron parking in front of resident entrances on Yale Court asking how the petitioner will ensure that parking for large events on the subject property will not be in residential areas. There were also concerns regarding the proposed valet service, particularly where patrons would wait for the valet service. This individual noted that they thought the building was too small for the proposed use. A PZB member asked if there was restricted parking in this area. The individual responded that there were old signs but that parking has been an issue and that she has been working with the commercial businesses and reached out to the Police Department to resolve the issue. The petitioner responded that all valet operations will take place on the site and that all patrons would wait outside of the building on the subject property for their vehicle. He added that they are actively looking for additional parking options, including the potential purchasing of an open lot near the clinic off Golf Road.

The Planning and Zoning Board *recommended* (5-0) that the City Council *approve* the request with the condition that the petitioner enters into and executes a parking agreement to accommodate all required parking prior to the hosting of any events.

Recommendations: I recommend approval of Ordinance Z-39-21 for a Conditional Use request for a Commercially Zoned Assembly use at 69-79 Broadway Street based on a review of the information presented by the applicant and the findings made above, as specified in Section 12-3-4(E) (Standards for Conditional Uses) of the City of Des Plaines Zoning Ordinance with the condition that the petitioner enters into and executes a parking agreement to accommodate all required parking prior to the hosting of any events.

Attachments:

- Attachment 1: Petitioner’s Responses to Standards
- Attachment 2: Location Map
- Attachment 3: Plat of Survey for 69-73 Broadway Street
- Attachment 4: Plat of Survey for 75-79 Broadway Street
- Attachment 5: Proposed Activities, Programs, and Parking Plan
- Attachment 6: Proposed Schedule of Activities
- Attachment 7: Site and Context Photos
- Attachment 8: Chairman Szabo Letter from Planning & Zoning Board to the Mayor and City Council
- Attachment 9: Excerpt of Minutes from the June 8, 2021 Planning and Zoning Board Meeting
- Attachment 10: Preliminary Parking Agreements

Ordinance Z-39-21

- Exhibit A: Project Narrative
- Exhibit B: Site Plan
- Exhibit C: Floor Plan
- Exhibit D: Unconditional Agreement and Consent



July 21, 2021

To: Honorable Mayor Andrew Goczkowski
and Honorable Members of the City Council
City of Des Plaines
1420 Miner Street
Des Plaines, IL 60016

Re: Application for Conditional Use for Assembly Use
69-79 N. Broadway

In view of the upcoming City Council meeting from August 2, 2021, I would like to submit for your review and consideration the attached revised Parking Share Agreement for the Romanian Heritage Center NFP, with the Romanian Baptist Church of the Metropolitan Chicago nearby.

I would like to bring to your attention the fact that the Romanian Baptist Church has agreed to increase the number of parking spaces which we will be allowed to use according to the terms and conditions of our agreement to 41 rather than 21 as initially submitted.

Another important clarification that I would like to make pertains to a misunderstanding that appears to have transposed during my presentation before the City Council on July 6, 2021 when I was asked about the highest number of attendees we've had in the past at an event in our former place in Niles. It appears that it was understood that we had 100 cars when in fact we had about 100 people all together, guests and hosts. I need to also clarify that the library and events room we had at that time had less than 1000 square feet and the adjacent rooms another close to 500 square feet.

Should you need more information, please do not hesitate to contact me. We thank you for your attention and consideration.

On behalf of the Board of Directors,

Steven Bonica
President / Executive Director

STANDARDS FOR CONDITIONAL USES

The Planning and Zoning Board and City Council review the particular facts and circumstances of each proposed Conditional Use in terms of the following standards. Keep in mind that in responding to the items below, you are demonstrating that the proposed use is appropriate for the site and will not have a negative impact on surrounding properties and the community. Please answer each item completely and thoroughly (two to three sentences each).

1. The proposed conditional use is in fact a conditional use established within the specific zoning district involved;
 - a. We have consulted with Mr. Jonathan Stytz, Planner for the City of Des Plaines, about having the Romanian Heritage Center obtain an occupancy permit and applicable approvals required for functioning in the subjected building and he determined that our use qualifies as a “Commercially Zoned Assembly Use”, and that a Conditional Use Application was required.
 - b. We have reviewed the zoning code and the table of uses and we have noted that there are other not-for-profit entities as well as non-commercial uses permitted already, by right, in the zoning district. Included in this list are libraries and media and print establishments, which are uses similar to the activities we will engage in. Our library will occasionally have public functions and host events on special occasions, mostly in the evenings and weekends. Otherwise, our regular use of the facilities will be as a reading room and research center with a limited attendance and only 2 or 3 employees in the facility at one time.
 - c. In addition to all of this, the Romanian Heritage Center NFP is a faith based religious organization and our assembly use in the zoning district is protected by the Religious Land Use and Institutionalized Persons Act, which requires among other things, that municipalities provide religious entities equal treatment and not impose zoning laws that substantially burden the religious exercise of religious assemblies.

2. The proposed conditional use is in accordance with the objectives of the city's comprehensive plan and this title;

The Board of Directors of the Romanian Heritage Center was very pleased to find out that the City of Des Plaines has established a 10-year vision of this community's desired physical environment, seeking to not only explore but also to promote new opportunities that reflect changes in the community and surrounding socioeconomic landscape.

We were further encouraged after reading Chapter 6 (Diversity & Inclusion) of the Des Plaines Comprehension Plan, which in its Vision Statement states that:

“The City of Des Plaines welcomes and celebrates its rich cultural history, drawing from its legacy as an immigrant-friendly community. By supporting and providing comprehensive resources for immigrant families and minority-owned businesses, Des Plaines will be primed to continue developing as a vibrant diverse community.” (Des Plaines Comprehensive Plan, page 49)

There are already a few businesses in the City of Des Plaines owned and/or managed by Romanian-Americans, all establishments contributing to the Des Plaines economy. The Romanian Heritage Center will further attract other businesses and investors to the City of Des Plaines, enabling our ethnic group to make a larger positive economic impact.

We totally agree with the recommendation in the Des Plaines Comprehensive Plan which states:

“Des Plaines should continue to celebrate and incorporate its rich cultural diversity by preserving the very things that makes it special: its people, character, and diversity. By celebrating the different backgrounds of its residents, there is an opportunity to create a stronger sense of community.” (Des Plaines Comprehensive Plan, page 49)

We are certain that through the educational programs, the youth programs and services, and through the cultural events that we will organize or host, the entire surrounding community will come to appreciate the value of the Romanian Heritage Center, thus becoming a valuable resource for anyone in the local community.

The Romanian Heritage Center NFP aims to be of service not only to the ethnic Romanian-Americans but also to anyone wishing to interact with our community and find out more about our religious culture and traditions. We are committed to provide exceptional service and to facilitate a great experience to all who wish to connect with us.

3. The proposed conditional use is designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity;
 - a. The proposed changes and design of the property will provide for reconditioning the façade and further enhance its appeal to make it even more attractive to the neighborhood landscape and architecture style. This particular property was a jewel in the neighborhood and our intent is to bring back its beauty with a touch of modernism, without compromising its unique architectural style.
 - b. Unfortunately, part of the building has been vacant for years while another part was just left as it was with very little maintenance, if any. This resulted in today’s overall look of the building (both properties subjected to our project) to have a look that shows neglect and required TLC. We would immediately attend to the exterior of the building, cleaning and restoring it, replacing the store front windows and in Phase 2 we would like to build an addition in the center of the property – a Glass Vestibule, which will further enhance the look of the whole block.
 - c. We are not planning to change the unique character of the property but rather to preserve it. We plan on renovating its interior as well, using the highest standards of construction methodology and providing for stellar facilities meant to attract people for its stylish ambiance.
 - d. Furthermore, the use of the property will be operated and maintained as an assembly use and certain assembly uses, like libraries, are already permitted in the zoning district.

4. The proposed conditional use is not hazardous or disturbing to existing neighboring uses;

The proposed conditional use of the property by the Romanian Heritage Center as an assembly place is certainly not hazardous nor disturbing to the existing neighboring uses. The occasional use of our Library and Multipurpose Room as a gathering place will be monitored closely and in accordance to any applicable restrictions, rules and regulations already in place by similar other not-for-profit religious entities as well as non-commercial uses permitted already by right in the zoning district.

5. The proposed conditional use is to be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or the persons or agencies responsible for the establishment of the proposed conditional use shall provide adequately any such services;

The use of the property can and will be served by the same services as have been provided in the past and there is no need to change any. The overall functioning of the building and its entire use will not call for any changes. It is important to note that the overall configuration and integrity of the property will not change, thus current drainage, refuse disposal, water and sewer will all stay the same. Streets are adequate, no additional police or fire protection is required.

6. The proposed conditional use does not create excessive additional requirements at public expense for public facilities and services and not be detrimental to the economic welfare of the community;

1. There will be no excessive additional requirements at public expense for public facilities and services as they already are more than adequate.

2. Although we are a religious not-for-profit entity, the zoning district already permits not-for-profit and non-commercial uses in the district. Therefore, our conditional use for assembly is similar in uses permitted in the zoning district, and it will not be detrimental to the economic welfare of the community. On the contrary, we believe that as we will draw people to the neighborhood, they will be attracted to establish new businesses in the area.

- a. As a matter of fact, we already are aware of a business group who wants to buy a property nearby to open a modern European Restaurant featuring some Romanian traditional culinary dishes as well, which will certainly be of economic welfare to the entire community.

- b. We are also aware of another family who wishes to establish a second location for their pastry shop, in addition to the one they have in the east end of Skokie.

- c. Then there is the group of partners who own an import & distribution warehouse specialized in European delicatessen unperishable products already located in Des Plaines, who wishes to establish a point of sale deli store in the proximity of the new Romanian Heritage Center.

7. The proposed conditional use does not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors;

The proposed conditional use calls for small assembly use, no manufacturing, therefore we will not be causing excessive production of noise, smoke, fumes, glare or odors.

While typically one might wonder on the implications of conditional assembly use on the traffic and/or parking, we will not be causing trouble for the neighbors nor the city's emergency vehicles. Our parking already consists of 12 parking spaces for our day-to-day use, which is sufficient. For special occasions when we will be hosting events, we will hire a valet parking attendant who will be managing the parking lot's use to its maximum capacity of 24 cars. If we will anticipate higher need for parking for exceptionally rare events, we will be working closely with the Romanian Baptist Church around the corner and will coordinate the use of needed additional parking spaces on their property. In such instances we will either have several valet parking attendants assisting our guests or will have shuttle vans to-and-from the church's parking lot and our property.

8. The proposed conditional use provides vehicular access to the property designed that does not create an interference with traffic on surrounding public thoroughfares;

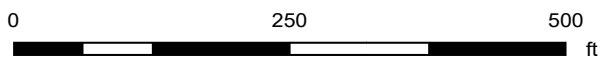
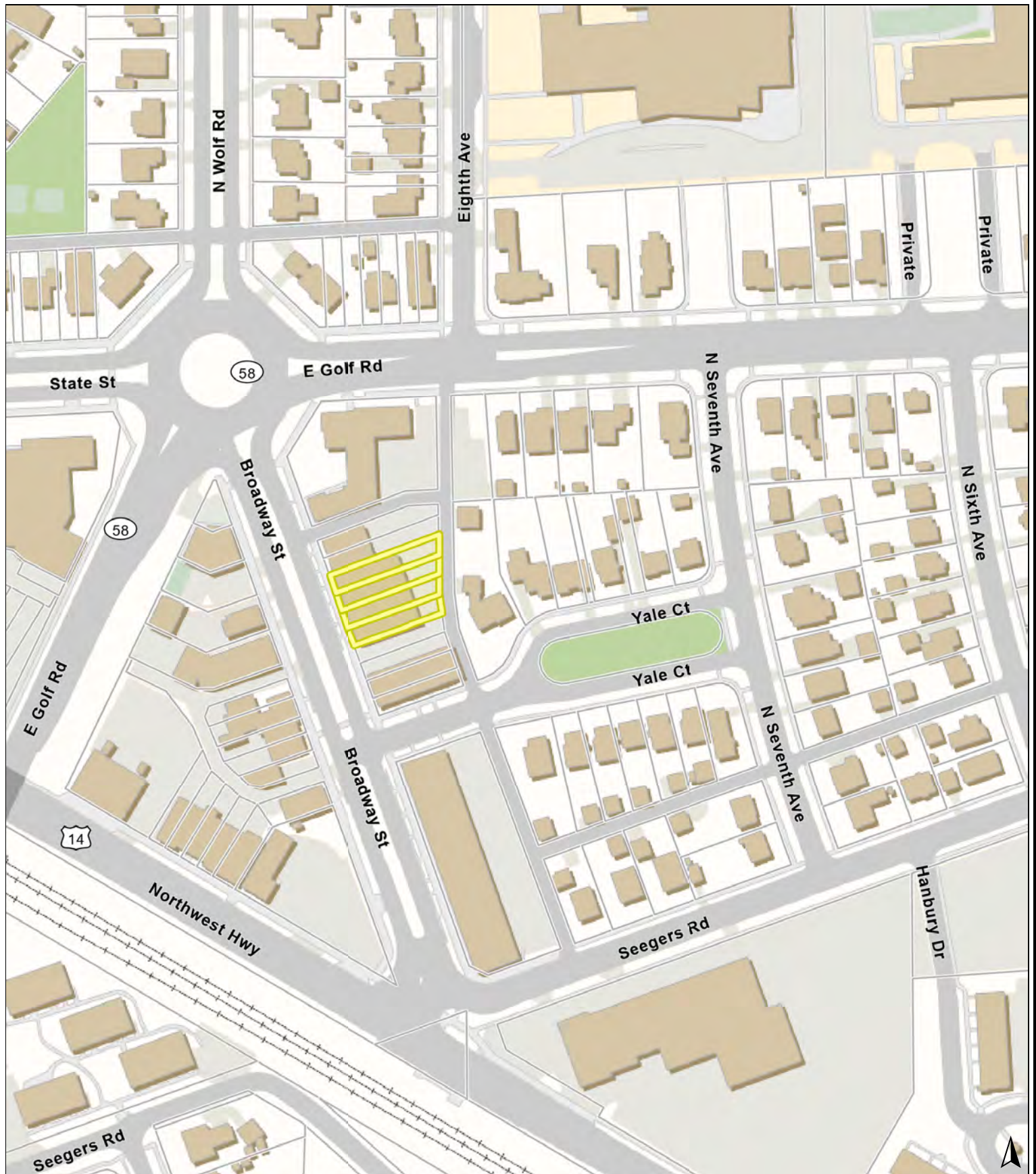
The existing use of the property is currently already designed very well and we will accommodate and comply according to the existing plan, thus we will not create an interference with traffic on surrounding public thoroughfares.

9. The proposed conditional use does not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance; and

We are not aware of any presence of a natural, scenic, or historic feature of major importance anywhere near, nor any other public or private property of such kind that would be affected by our project in any way shape or form.

10. The proposed conditional use complies with all additional regulations in this title specific to the conditional use requested

We intend to comply with all the applicable regulations in this title specific to the conditional use requested and the zoning code.



Print Date: 6/2/2021

Notes

Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

ROMANIAN HERITAGE CENTER NFP

A. PROPOSED ACTIVITIES & PROGRAMS

The Romanian Heritage Center NFP plans to organize and host activities and programs aimed to implement its stated purposes, with the assistance of volunteers, and at times in partnership with other organizations from our community. Some of the activities and programs on our proposed agenda that we plan to have, contingent upon the budget and availability of funds, are as follows:

1. **ROMANIAN HERITAGE CLASSES**

Group A: for children 8-11 years old

To be held twice a month on Saturdays (1st & 3rd of each month) from 9 AM to 12 PM.

Class size: from 8 to max. 16 students.

Staff required: 2-3

2. **ROMANIAN HERITAGE CLASSES**

Group B: for children 11-14 years old

To be held twice a month on Saturdays (2nd & 4th of each month) from 9 AM to 12 PM.

Class size: from 8 to max. 16 students.

Staff required: 2-3

3. **ROMANIAN LANGUAGE CLASSES**

Group A: for children 8-11 years old

To be held twice a month on Tuesdays (1st & 3rd of each month) from 4 PM to 5 PM.

Class size: from 8 to max. 16 students.

Staff required: 2-3

4. **ROMANIAN LANGUAGE CLASSES**

Group B: for children 11-14 years old

To be held twice a month on Tuesdays (2nd & 4th of each month) from 4 PM to 5 PM.

Class size: from 8 to max. 16 students.

Staff required: 2-3

5. **ROMANIAN READING CLUB**

Group A: for children 8-11 years old

To be held twice a month on Thursdays (1st & 3rd of each month) from 4 PM to 5 PM.

Class size: from 8 to max. 16 students.

Staff required: 2-3

6. **ROMANIAN READING CLUB**

Group B: for children 11-14 years old

To be held twice a month on Thursdays (2nd & 4th of each month) from 4 PM to 5 PM.

Class size: from 8 to max. 16 students.

Staff required: 2-3

IMPORTANT NOTE: Children are dropped off and picked up at the end of the class. To avoid any disruptions of students' attention, there is absolutely no waiting on the premises.

7. **ENGLISH PROFICIENCY CLASS**
12 weeks modules for high school students.
To be held weekly on Mondays from 4 PM to 5 PM.
Class size: from 8 to max. 16 students.
Staff required: 2
8. **ESL ENGLISH CLASS**
12 weeks modules for adults.
To be held weekly on Wednesdays from 4 PM to 5 PM.
Class size: from 8 to max. 16 students.
Staff required: 2
9. **ADVANCED ENGLISH WRITING CLASS**
12 weeks modules for high school students.
To be held weekly on Fridays from 4 PM to 5 PM.
Class size: from 8 to max. 16 students.
Staff required: 2
10. **MATH TUTORING**
6 weeks modules for 8th grade students.
To be held weekly on Mondays from 5 PM to 6 PM.
Class size: from 8 to max. 16 students.
Staff required: 2
11. **MATH TUTORING**
6 weeks modules for 9th grade students.
To be held weekly on Tuesdays from 5 PM to 6 PM.
Class size: from 8 to max. 16 students.
Staff required: 2
12. **MATH TUTORING**
6 weeks modules for 10th grade students.
To be held weekly on Wednesdays from 5 PM to 6 PM.
Class size: from 8 to max. 16 students.
Staff required: 2
13. **MATH TUTORING**
6 weeks modules for 11th grade students.
To be held weekly on Thursdays from 5 PM to 6 PM.
Class size: from 8 to max. 16 students.
Staff required: 2
14. **MATH TUTORING**
6 weeks modules for 12th grade students.
To be held weekly on Fridays from 5 PM to 6 PM.
Class size: from 8 to max. 16 students.
Staff required: 2

15. MAN IN THE MIRROR

An inter-denominational Basic Life Principles series of weekly Bible studies and fellowship (aka: Christian Men in His Service), administered by the *Romanian Christian Television Network* of Chicago in partnership with the Romanian churches in the area.

To be held weekly on Fridays from 7 PM to 9 PM.

Group size: from 12 to max. 24 participants.

Staff required: 2

16. YOUTH BIBLE STUDY

An inter-denominational Basic Life Principles series of weekly studies and fellowship for college students, administered by *Selfless Faith* group of Chicago area.

To be held weekly on Thursdays from 7 PM to 9 PM.

Group size: from 12 to max. 24 participants.

Staff required: 2

17. WOMEN OF THE BIBLE

An inter-denominational Basic Life Principles series of weekly studies and fellowship for Christian women, administered by Prof. Simona Sabou, of *Grace College and Seminary*.

To be held weekly on Tuesdays from 7 PM to 9 PM.

Group size: from 12 to max. 24 participants.

Staff required: 2

18. CENAACLUL RETRO

Quarterly concerts featuring Romanian folk music and poetry interpreted by local artists, with occasional appearances of special guests. Organized and administered by the *Cenaclul Retro NFP*, a cultural organization in the Romanian community of Chicago. To be held once in three months (March, June, Sept., and Dec.) on 1st Saturdays from 6 PM to 9 PM.

Group size: from 40 to max. 80 participants.

Staff required: 4-6

19. CHICAGO'S ROMANIAN TALENT SEEKING SHOW

Quarterly events featuring Romanian music and poetry interpreted by young talents, with occasional appearances of special guests. Organized and administered by the *Cenaclul Retro NFP*, a cultural organization in the Romanian community of Chicago, and the *Romanian Tribune Media Group*. To be held once in three months (Feb., May, Aug., and Nov.) on 1st Saturdays from 6 PM to 9 PM.

Group size: from 40 to max. 80 participants.

Staff required: 4-6

20. PROFESSIONAL CLUBS & ASSOCIATIONS MEETINGS

Hosting events for organizations such as: Romanian Bar Association, Association of Romanian-American Medical Professionals, Association of Romanian-American Academia, and the Association of Romanian-American Architects and Engineers. Each club may hold a quarterly meeting, thus totaling 12 events in one year, on 2nd Saturdays from 6 PM to 9 PM.

Group size: from 40 to max. 80 participants.

Staff required: 4-6

21. SEMI-ANNUAL FUNDRAISING DINNERS

Organizing and hosting fundraising dinners for the Romanian Heritage Center NFP, with participation of Special Guests and Speakers, some that are representing the Romanian Government and the local American governments (municipal, county, state, and federal).
Group size: from 100 to max. capacity allowed for participants.
Staff required: 6-8

22. FUNDRAISING EVENTS FOR OTHER ORGANIZATIONS

As need arises, based on availability of the facilities, we would like to assist other organizations and host their special events in the Library & Research Room. For example, we would like to host annual fundraising dinners for: Romanian Christian Television Network of Chicago, and the Little Samaritan Radio Network of Chisinau - Rep. of Moldova.
Group size: from 100 to max. capacity allowed for participants.
Staff required: 6-8

23. NATIONAL DAY OF ROMANIA CELEBRATION

This event takes place on or around the National Day of Romania, December 1st, and is organized in partnership with the Consulate General of Romania in Chicago and the Romanian Churches form Greater Chicago Area.
Group size: from 100 to max. capacity allowed for participants.
Staff required: 6-8

24. CHRISTMAS CAROLS CONCERT

This special event takes place around the Christmas Holiday and is organized in partnership with the Romanian Churches of Chicago and the Romanian Christian Television Network.
Group size: from 100 to max. capacity allowed for participants.
Staff required: 6-8

IMPORTANT NOTE:

The activities and programs described above are going to be offered based on the needs identified in our community and surrounding neighborhood, considering our proposed limited budget and the availability of our volunteers. Should the needs change, we will re-evaluate the possibilities and will create other activities so long as we will be able to safely host and organize them.

While our goal is to be an organization and facility that serves our community, we are mindful of the limitations and regulations safeguarding our neighborhood and the residents of City of Des Plaines.

As such, we will consider the advice and recommendations presented to us by the pertinent officials and authorities to ensure the most positive impact in our surrounding community and a harmonious relationship with all.

B. PROPOSED PARKING PLANS

1. REGULAR WEEK DAYS, 9 AM – 7 PM

Our parking lot will be sufficient (please see our proposed 2 options for parking plans), with the additional other **5-6 spaces** always empty in front of the building on-street. Please note that all classes held are for students that are dropped off and picked up at the end of the class.

2. REGULAR WEEK DAYS, 7 PM – 9 PM

Our parking lot plus on-street parking as detailed above, **plus 6 additional spots** which we are allowed to use at 42 N. Broadway St.

3. SATURDAYS, 9 AM – 1 PM

Our parking lot will be sufficient, with the additional **5-6 spaces** always empty in front of the building on-street. Please note that all classes held are for students that are dropped off and picked up at the end of the class.

4. SATURDAYS, AFTER 5 PM and SUNDAYS, 1 PM – 5 PM

Our parking lot with the another **5-6 spaces** in front of the building on-street, **plus 6 additional spots** which we are allowed to use at 42 N. Broadway St..

ADDITIONALLY - During these times on Saturdays and Sundays we also have available **as many parking spaces as needed** at the Romanian Baptist Church around the corner.



Please note that **we've consulted with the Des Plaines Police Department** about our weekend special events with larger participation when using the Romanian Baptist Church's parking lot for overflow, and **we are planning to hire DPPD Community Police to assist pedestrians** crossing the street at the Golf Rd round-about. **For some of the upscale large events we are also going to have Valet Parking** to offer our guests a pleasant experience with the most comfortable parking solution.

PLEASE ALSO NOTE that we have started negotiations with the ownership & management of other properties in the area with large parking lots in an effort to obtain agreements to share the use of their parking spaces on Saturdays after 5 pm and Sundays between 1 pm and 5 pm.

(EX: R.E. agent for the current owner of 561 E. Golf Rd. as well as the Broadway Condominium Association which manages the medical building at 17-29 N. Broadway). Our discussions were very encouraging and we hope to have positive outcomes in the coming days.

ROMANIAN HERITAGE CENTER NFP

69-79 N. Broadway Street, Des Plaines, IL 60016

www.RomanianHeritage.US

PROPOSED SCHEDULE OF ACTIVITIES

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
9:00 - 9:50 AM	Library & Research Room Open to Members Only with appointments (max. capacity allowed 12)	CLOSED	Library & Research Room Open to Members Only with appointments (max. capacity allowed 12)	CLOSED	Library & Research Room Open to Members Only with appointments (max. capacity allowed 12)	ROMANIAN HERITAGE CLASS (GROUP A: ages 8-11 only in 1st & 3rd week) (GROUP B: ages 11-14 only in 2nd & 4th week)	CLOSED
10:00 - 10:50 AM							
11:00 - 11:50 AM							
12:00 - 12:50 PM	CLOSED	Library & Research Room Open to Members Only with appointments (max. capacity allowed 12)	CLOSED	Library & Research Room Open to Members Only with appointments (max. capacity allowed 12)	CLOSED	CLOSED	AVAILABLE FOR SPECIAL EVENTS
1:00 - 1:50 PM							
2:00 - 2:50 PM							
3:00 - 3:50 PM							
4:00 - 4:50 PM	ENGLISH PROFICIENCY CLASS 12 weeks modules for high school students	ROMANIAN LANGUAGE CLASS (GROUP A: ages 8-11 only in 1st & 3rd week) (GROUP B: ages 11-14 only in 2nd & 4th week)	ESL ENGLISH CLASS 12 weeks modules for adults	ROMANIAN READING CLUB (GROUP A: ages 8-11 only in 1st & 3rd week) (GROUP B: ages 11-14 only in 2nd & 4th week)	ADVANCED ENGLISH WRITING CLASS 12 weeks modules for high school students		
5:00 - 5:50 PM	MATH TUTORING 8th grade level	MATH TUTORING 9th grade level	MATH TUTORING 10th grade level	MATH TUTORING 11th grade level	MATH TUTORING 12th grade level	AVAILABLE FOR SPECIAL EVENTS	CLOSED
6:00 - 6:50 PM							
7:00 - 7:50 PM	AVAILABLE FOR USE TO CLUBS & ORGANIZATIONS	WOMEN OF THE BIBLE inter-denominational Basic Life Principles (Bible study for women)	AVAILABLE FOR USE TO CLUBS & ORGANIZATIONS	YOUTH BIBLE STUDY inter-denominational Basic Life Principles (college students)	MAN IN THE MIRROR inter-denominational Basic Life Principles (Christian Men in His Service)		
8:00 - 8:50 PM							



69-79 Broadway St – Looking East at Front of Site



69-79 Broadway St – Looking Southwest at Rear Parking Area



69-79 Broadway St – Public Notice



69-79 Broadway St – Looking Southwest at Rear of Site



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5380
desplaines.org

June 16, 2021

Mayor Goczkowski and Des Plaines City Council
CITY OF DES PLAINES

Subject: Planning and Zoning Board, 69-79 Broadway Street, 21-009-CU, 7th Ward
RE: Consideration of Conditional Use at 69-79 Broadway Street, Case #21-009-CU (7th Ward)

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board met on June 8, 2021 to consider a Conditional Use Amendment under Section 12-7-3(K) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a commercially zoned assembly use for the property located at 69-79 Broadway Street in the C-3, General Commercial district.

1. The petitioner presented a detailed description of the proposed Romanian Cultural Center defining it as a social and religious gathering place for tutoring through before and after school programs and research. He mentioned that they currently have a program at a school in Niles but that there is no stand-alone Romanian cultural center that owns its own building in the Chicagoland area. The petitioner described that the proposed use would assist in children's education and provide them with the resources that they need to succeed. He added that the proposed cultural center would include a library with Romanian literature, which is critical to their organization. The petitioner added that they would have larger gatherings one to two times a month on the weekends for various activities, such as conferences, community meetings, fellowship groups, concerts, commemorative and cultural events, exhibitions, and seminars. He added that they are working with the Romanian Baptist Church and other neighboring businesses to accommodate additional parking spaces for these events.
2. The Planning and Zoning Board (PZB) Members asked about the maximum capacity for the building; if a traffic study was required; where will the drop-off area be located for the large gatherings; and about collective parking agreements with surrounding businesses. The petitioner responded that they will comply with the fire code in regard to occupancy noting that two to three staff members and up to 12 students would be on site during regular hours of operation and approximately 50-100 people would be on site for the various weekend gatherings; that they prefer to locate the drop-off area in front of the building, but could position it behind the building to handle patrons arriving for larger events and have also looked into utilizing 12-15 person passenger vans to bus patrons from their off-site parking spaces; and that they have spoken with surrounding property owners regarding potential collective parking agreements and will be obtaining those prior to opening.
3. Community and Economic Development staff summarized the staff report and recommended approval of the request with the condition that a collective parking agreement with a neighboring business is obtained by the petitioner for operation of this proposed use. CED staff acknowledged that the traffic study was waived for this request, as a traffic study was not deemed necessary for this site.
4. One member of the public spoke on this petition with concerns regarding commercial business employees and patron parking in front of resident entrances on Yale Court asking how the petitioner will ensure that parking for large events on the subject property will not be in residential areas. There were also concerns regarding the proposed valet service, particularly where patrons would wait for the valet service. This

individual noted that they thought the building was too small for the proposed use. A PZB member asked if there was restricted parking in this area. The individual responded that there were old signs but that parking has been an issue and that she has been working with the commercial businesses and reached out to the Police Department to resolve the issue. The petitioner responded that all valet operations will take place on the site and that all patrons would wait outside of the building on the subject property for their vehicle. He added that they are actively looking for additional parking options, including the potential purchasing of an open lot near the clinic off Golf Road.

5. The Planning and Zoning Board *recommended* (5-0) that the City Council *approve* the request with the condition that the petitioner enters into and executes a parking agreement to accommodate all required parking prior to the hosting of any events.

Respectfully submitted,



James Szabo,
Des Plaines Planning and Zoning Board, Chairman

Cc: City Officials/Aldermen

Case 21-009-CU	69-79 Broadway St	Conditional Use
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OLD BUSINESS

NEW BUSINESS

1. **Address:** 69-79 Broadway St

Case Number: 21-009-CU
Public Hearing

The petitioner is requesting a Conditional Use under Section 12-7-3(K) of the 1998 Des Plaines Zoning Ordinance, as amended, to locate a Commercially Zoned Assembly Use at 69-79 Broadway Street in the C-3 zoning district, and approval of any other such variations, waivers, and zoning relief as may be necessary.

PINs: 09-07-418-016-0000; -017; -018; -019
Petitioner: Steven Bonica, 732 W. Algonquin Road, Arlington Heights, IL 60005
Owner: Gerald J. Meyer, 108 W. Sunset Road, Mount Prospect, IL 60056

Chairman Szabo swore in Steven Bonica, Arlington Heights, who provided an overview of the request. The Petitioner stated that the request is for a Romanian Heritage Center, which will focus on social and cultural values, as well as a gathering space. The Center will provide youth programs and provide the general community with additional programs for college preparedness. The Petitioner stated that the Center will also host large events throughout the year (approximately 1-3 per month, on weekends). Parking is a general concern of the center, but the Petitioner stated that he is in process and has arranged parking agreements with neighboring properties for alleviate some of the parking issues.

The Petitioner provided a revised parking plan, which depicted 14 spaces at the rear of the property.

Chairman Szabo asked if the Board had any questions.

Member Fowler inquired about the maximum capacity of the multipurpose room, the net floor area of 2,300 square feet. The Petitioner stated that the capacity will comply with the assessment given by the Fire and Building Departments. Mr. Stytz stated that according to the materials submitted, the library will be used to tutor 12 students during the week and have 2-3 staff present. The Petitioner reiterated that there is a twelve-student maximum, based on efficiency.

Mr. Stytz also stated event attendance is estimated between 50-100 people per event.

Member Fowler also inquired about parking, the Petitioner stated that the Center is also considering valet parking options for events and a parking agreement with the Romanian Church.

Member Catalano inquired about the traffic study. Mr. Stytz stated that staff did not feel a traffic study was necessary and the requirement was waived.

Member Veremis was impressed with the number of classes offered, and inquired about the types of programs that are available at the Niles School. The Petitioner stated that the school in Niles is a private

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school, offering education to students in kindergarten through twelfth grade. While the school offers after school activities, the cultural center could not commit to something permanent.

There was additional discussion regarding parking for large-scale events including shuttling individuals from an off-site parking location and valet options, including valet location. The Petitioner also stated that they have looked into a Police presence for safety during events (crossing streets safely).

Chairman Szabo recommended that formal lease agreements be entered prior to hosting events. Chairman Szabo also inquired about the affiliation with the Romanian Church, the Petitioner stated that they are currently not members of the Romanian Church, but have shared interests and meet with Church leaders twice per year.

Member Saletnik reiterated the sentiment that parking is paramount and parking agreements are necessary. Mr. Bonica agreed with the statement and stated that he is looking at additional parking options and has reached out to his insurance provider to provide a certificate of insurance to properties.

Chairman Szabo asked if there were any questions or comments from the audience. The following comments were provided:

Edna Graef, 635 Yale Ct, stated that most of her concern stems from the current parking problems caused by commercial businesses, and inquired about how the Petitioner plans on preventing parking on residential streets. Ms. Graef also commended on the location of valet pick-up/drop-off. Ms. Graef said commented that she represented the neighbors of the area, and has tried to work with commercial owners regarding parking.

Chairman Szabo stated that some of the concerns that she has should be addressed by the Police Department. Member Fowler also stated that she has business in the area several times during normal business hours and parking has not been an issue.

The Petitioner stated that he also has a standby agreement to purchase an open lot near the clinic on Golf Rd; however, prior to purchase there is a temporary agreement for parking.

The Petitioner stated that he appreciates the concerns regarding parking, but is actively looking for additional parking options.

Chairman Szabo asked that the Staff Report be entered into record. Planner Stytz provided a summary of the following report:

Issue: The petitioner is requesting a Conditional Use under Section 12-7-3(K)(3) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a Commercially Zoned Assembly use in the C-3 zoning district at 69-79 Broadway Street.

Analysis:
Address: 69-79 Broadway Street
Owners: Steven Bonica, 732 W. Algonquin Road, Arlington Heights, IL 60005

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Petitioner: Harriet Denisevicz, Chicago Title Land Trust Company, 10 S. LaSalle Street, Suite 2750, Chicago, IL 60604

Case Number: 21-009-CU
Real Estate Index Numbers: 09-07-418-016-0000; -017; -018; -019

Ward: #7, Alderman Patsy Smith

Existing Zoning: C-3, General Commercial District

Existing Land Use: Vacant Building

Surrounding Zoning:
North: C-3, General Commercial District
South: C-3, General Commercial District
East: R-1, Single Family Residential District
West: C-3, General Commercial District

Surrounding Land Use:
North: Vacant Building
South: Multi-Unit Residential Building
East: Single Family Residences
West: Electrician (Commercial)/Vacant Building

Street Classification: Broadway Street is classified as a Local Street.

Comprehensive Plan: The Comprehensive Plan designates this site as Higher Density Urban Mix with Residential.

Project Description: The petitioner, Steven Bonica, has requested a Conditional Use Permit to operate a Community Center, Romanian Heritage Center NFP, at 69-79 Broadway Street. A community center is classified as a Commercially Zoned Assembly use, which is a conditional use in the C-3, General Commercial District. The subject properties are located within the C-3 zoning district, along Broadway Street between Cumberland Circle and the Cumberland Metra Station. The four subject properties contain a multi-unit, one-story building spanning all four lots, each with a separate PIN, with on-street parking in the front and a small accessory parking area at the rear as shown in the Plat of Survey for 69-73 Broadway Street, the Plat of Survey for 75-79 Broadway Street, and the following table.

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Address	PIN	Zoning District
69 Broadway Street	09-07-418-019-0000	C-3, General Commercial
73 Broadway Street	09-07-418-018-0000	C-3, General Commercial
75 Broadway Street	09-07-418-017-0000	C-3, General Commercial
79 Broadway Street	09-07-418-016-0000	C-3, General Commercial

The petitioner plans to completely remodel the interior of the existing building to locate a library/multi-purpose room, office areas, inaccessible Romanian heritage exhibit areas, conference room, kitchen area, restrooms, and storage areas based on the Floor Plan. The petitioner's proposal does not include any changes to the outside of the building with the exception of new landscaping and signage at the front of the building. The dumpster for this suite will be stored inside the building except on trash collection days. The Romanian Heritage Center NFP will be open on Monday through Friday from 8 am to 7 pm as a research and tutoring center, as denoted in the Proposed Activities, Programs, and Parking Plan and the Proposed Schedule of Activities. A maximum of two to three employees will be on site at a given time hosting a maximum of eight to ten sessions throughout the week with up to twelve students per session. This location will host evening meetings for the Board of Directors and Leadership Advisory Council with up to 20 people and various events once or twice a month. The proposed events include fellowship groups, commemorative and cultural events, exhibitions, concerts, community meetings, conferences, and seminars that are coordinated with the nearby Romanian Baptist Church of Chicago located at 484 E. Northwest Highway. See the Project Narrative for more details.

The following parking regulations apply to this request pursuant to Section 12-9-7 of the Des Plaines zoning Ordinance:

- One parking space for 200-square feet of gross activity area for community centers, banquet halls, and membership organizations; and
- One parking space for every 250-square feet of gross floor area for office areas.

Thus, a total of 19 off-street parking spaces are required including one handicap accessible parking space. The Site Plan shows the proposed parking area at the rear of the building, which is designed to accommodate 13 parking spaces and one handicap parking on the subject property. The petitioner intends to utilize a portion of the parking lot at the nearby Romanian Baptist Church of Chicago located at 484 E. Northwest Highway to accommodate the remaining required spaces and for monthly or bimonthly events. The proposal also includes the utilization of a valet service to address parking concerns, especially during events where 50-100 patrons could be in attendance. Staff has added a condition that the petitioner must obtain, execute, and submit a collective parking agreement with the nearby Romanian Baptist Church to

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staff to address all parking requirements pursuant to Sections 12-9-3 and 12-9-7 of the Des Plaines Zoning Ordinance.

Compliance with the Comprehensive Plan

The proposed project, including the proposed site improvements, addresses various goals and objectives of the 2019 Comprehensive Plan including the following aspects:

- **Future Land Use Plan:**
 - This property is designated as Higher Density Urban Mix with Residential on the Future Land Use Plan. The Future Land Use Plan strives to create a well-balanced development area with a healthy mixture of commercial and residential uses. While the proposed use does not have a retail component, the petitioner will enhance the subject property by renovating the existing vacant building to make it an asset in the City of Des Plaines as a whole.
 - The subject property is located along Broadway Street near the defined Northwest Highway and Golf Road commercial corridors in Des Plaines surrounded by commercial and residential development. The request would transform the existing vacant building into a community center that could help bridge the gap between the residences and commercial development in this area and bring benefits to the community as a whole.

While the aforementioned aspects represent a small portion of the goals and strategies of the Comprehensive Plan, there is a large emphasis on improving existing commercial developments throughout Des Plaines.

Conditional Use Findings: Conditional Use requests are subject to the standards set forth in Section 12-3-4(E) of the 1998 City of Des Plaines Zoning Ordinance, as amended. In reviewing these standards, staff has the following comments:

A. The proposed Conditional Use is in fact a Conditional Use established within the specific Zoning district involved:

Comment: The proposed community center is classified as a Commercially Zoned Assembly use. A Commercially Zoned Assembly use is a conditional use in the C-3 zoning district. Please see the petitioner’s responses to Standards for Conditional Uses.

B. The proposed Conditional Use is in accordance with the objectives of the City’s Comprehensive Plan:

Comment: The proposed community center repurposes an existing vacant building, which helps to achieve the goal of the Comprehensive Plan to foster and improve commercial developments. This proposal can also provide another asset to the community through the promotion of cultural diversity, which the Comprehensive Plan strives to preserve and foster. Please see the petitioner’s responses to Standards for Conditional Uses.

C. The proposed Conditional Use is designed, constructed, operated and maintained to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity:

Case 21-009-CU	69-79 Broadway St	Conditional Use
Case 21-014-TPLAT-V	1418-1424 Wedgewood Ave	Tentative Plat of Sub/Standard Var
Case 21-016-V	1316 Webford Ave	Major Variation

June 8, 2021
Page 7

Comment: The proposed community center will not redevelop the existing vacant building in a way that would not be harmonious and appropriate in appearance to surrounding development since the petitioner does not plan to alter the building’s exterior. Instead, the proposal includes additional landscaping in front of the building and parking area improvements at its rear to improve the aesthetic appearance of the property. Please see the petitioner’s responses to Standards for Conditional Uses.

D. The proposed Conditional Use is not hazardous or disturbing to existing neighboring uses:

Comment: The proposed community center will not be hazardous or disturbing to the existing neighborhood uses since all of its operations will take place inside the building. The petitioner has proposed off-street parking spaces at the rear of the building and will provide a collective parking agreement with the nearby Romanian Baptist Church to utilize a portion of their parking spaces to meet parking standards and handle any overflow parking during events. Please see the petitioner’s responses to Standards for Conditional Uses.

E. The proposed Conditional Use is to be served adequately by essential public facilities and services, such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or, agencies responsible for establishing the Conditional Use shall provide adequately any such services:

Comment: The existing building is adequately served by essential public facilities and services through property access from a rear alley, on street parking in the front, and municipal services. Staff does not feel that the proposed community center will alter the existing service of this property. Please see the petitioner’s responses to Standards for Conditional Uses.

F. The proposed Conditional Use does not create excessive additional requirements at public expense for public facilities and services and will not be detrimental to the economic well-being of the entire community:

Comment: The existing building does not create excessive additional requirements at the public expense for public facilities and services. Staff does not feel that the proposed community center will create excessive additional requirements for public facilities and service, as the size and location of the existing building remain the same. Please see the petitioner’s responses to Standards for Conditional Uses.

G. The proposed Conditional Use does not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke fumes, glare or odors:

Comment: The proposed community center operations will not produce excessive production of traffic, noise, smoke fumes, glare, or odors since all operations will take place inside the building and consist of smaller groups of people. The anticipated events that will occur on occasion once or twice during the month will be scheduled and planned in coordination with the Romanian Baptist Church to ensure adequate parking is provided. Please see the petitioner’s responses to Standards for Conditional Uses.

H. The proposed Conditional Use provides vehicular access to the property designed so that it does not create an interference with traffic on surrounding public thoroughfares:

Comment: The proposed community center will have parking and property access concentrated at the rear of building with some parking in the front of the building. Staff feels that the proposed parking and access to the site is sufficient during normal operations, but has required a collective parking agreement

Case 21-009-CU	69-79 Broadway St	Conditional Use
Case 21-014-TPLAT-V	1418-1424 Wedgewood Ave	Tentative Plat of Sub/Standard Var
Case 21-016-V	1316 Webford Ave	Major Variation

June 8, 2021
Page 8

to be established and executed between the proposed Romanian Heritage Center NFP to accommodate events with larger vehicular and pedestrian traffic. The proposal includes the use of a valet to allow patrons to drop off their vehicle on site and have it parked in the existing Romanian Baptist Church parking lot during events. Please see the petitioner’s responses to Standards for Conditional Uses.

I. The proposed Conditional Use does not result in the destruction, loss, or damage of natural, scenic, or historic features of major importance:

Comment: The proposed community center will not result in the destruction, loss, or damage of natural, scenic, or historic features since the property is already developed with the building and parking area. In addition, the subject building is not listed as a historic significant structure. Please see the petitioner’s responses to Standards for Conditional Uses.

J. The proposed Conditional Use complies with all additional regulations in the Zoning Ordinance specific to the Conditional Use requested:

Comment: The proposed community center will comply with all other regulations in the Zoning Ordinance. The conditional use for the Commercially Zoned Assembly use will be the only entitlement necessary for the proposed community center request as presented. Please see the petitioner’s responses to Standards for Conditional Uses.

Recommendation: Staff recommends approval of the Conditional Use Permit for a Commercially Zoned Assembly use at 69-79 Broadway Street based on a review of the information presented by the applicant and the findings made above, as specified in Section 12-3-4(E) (Standards for Conditional Uses) of the City of Des Plaines Zoning Ordinance.

Planning and Zoning Board Procedure: Under Section 12-3-4(D) (Procedure for Review and Decision for Conditional Uses) of the Zoning Ordinance, the Planning and Zoning Board has the authority to *recommend* that the City Council approve, approve subject to conditions, or deny the above-mentioned conditional use for a Commercially Zoned Assembly use at 69-79 Broadway Street. The City Council has final authority on the proposal.

A motion was made by Board Member Saletnik, seconded by Board Member Hofherr, to recommend approval of the Conditional Use under Section 12-7-3(K) of the 1998 Des Plaines Zoning Ordinance, as amended, to locate a Commercially Zoned Assembly Use at 69-79 Broadway Street in the C-3 zoning district, with the key condition of executed parking agreements, as presented:

AYES: Saletnik, Hofherr, Catalano, Fowler, Veremis, Szabo
 NAYES: None
 ABSTAIN: None

*****MOTION CARRIED UNANIMOUSLY*****

SPACE SHARING AGREEMENT

This agreement is made this 20th day of June, 2021, between **ROMANIAN HERITAGE CENTER NFP**, of Arlington Heights, Illinois (hereinafter referred to as "**RoHC**") and **ROMANIAN BAPTIST CHURCH OF METROPOLITAN CHICAGO**, of Des Plaines, Illinois (hereinafter referred to as "**RBC**").

1. Whereas, both parties to this agreement are duly organized Illinois Not-for-profit Corporations, engaged exclusively in religious, charitable and/or educational activities in Illinois and both are either already approved as tax exempt under IRC 501(c)(3) or have this status pending review of filed application with the IRS.

2. Whereas, RBC is organized to "serve and further the development of any religious, benevolent, charitable, educational or missionary purpose, undertaking, institution, or agency operated, sponsored, sanctioned, supervised or supported by the Romanian Baptist Association of USA and Canada (hereinafter referred to as "**RBA**").

3. Whereas, RBC has possession and title to a church facility located **484 E Northwest Highway (and 505 State Street), Des Plaines, IL 60016**.

4. Whereas, RBC, in furtherance of its religious mission community outreach and in partnership with the RoHC wishes to further its ministry to all Romanian-American (and other) Christians of all denominations by making available its parking facility to RoHC nearby in need of such parking to do ministry outreach and provide community services to the Romanian Christian community of all denominations at **69-79 N. Broadway St., Des Plaines, IL 60016** (hereinafter referred to as "proposed location"), upon closing of real estate purchase at said address.

5. Whereas, the Romanian Heritage Center NFP is a faith based religious, civic, and cultural organization established for promoting and nurturing Christian fellowship and the betterment of relationships within (and/or with) the Romanian-American community, sponsored in part by several Romanian churches of Chicagoland area as part of its missions and community service.

6. Whereas, Romanian Heritage Center NFP, as a new not-for-profit organization, has limited resources and is in need of additional parking facility for its special events for the community and related social-cultural and religious activity.

8. Whereas, one of the purposes of the Romanian Heritage Center NFP is to acquire, buy, construct, establish and maintain, equip and operate buildings, real estate property or other establishments for the purposes declared in its By-Laws.

9. Whereas, the purchasing of the real estate property at proposed location is contingent upon approval by the City of Des Plaines and its Planning and Zoning Board for Conditional Use as Assembly Use for RoHC to be able to conduct its mission according to its purposes.

10. Whereas, the City of Des Plaines Planning and Zoning Board on June 8th 2021 has voted in favor of the recommendation for approval of such Conditional Use as Assembly Use to the City of Des Plaines Council contingent upon RoHC securing arrangements for additional parking with

neighboring property owners within proximity of proposed location prior to the upcoming City of Des Plaines Council Meeting in the first part of July 2021.

11. Whereas, RBC hereby conveys to RoHC the right to share RBC's parking lot for special events, however, only on the 41 parking spaces along the property border line closest to Golf Rd.

12. Whereas, such occasional use of parking spaces shall occur only during the times when RBC does not have religious services or other activities so these do not conflict with each other. RoHC agrees that prior to planning such use of parking spaces they will make an effort to communicate and coordinate such planning with RBC's designated point(s) of contact for best use of parking.

13. Whereas, both parties understand that this document is a space sharing agreement and not a lease or rental arrangement, that it is designed to encourage the common religious, charitable, social-cultural, and educational activities of each party.

NOW THEREFORE, in consideration of the following terms and conditions RBC and RoHC hereby enter into this space sharing agreement.

I. TERM: this space sharing agreement shall extend for a term of five years, beginning on August 15th 2021 (or as early as proposed location is closed on by RoHC) and end on August 15th 2026 (or on the 5th anniversary of the commencement).

II. FINANCIAL CONTRIBUTIONS:

Romanian Heritage Center NFP shall pay \$0 (zero dollars) monthly to RBC for the usage of the agreed upon 41 parking spaces along the property border line closest to Golf Rd.

III. SPACE USAGE:

Romanian Heritage Center NFP shall be entitled to use occasionally the 41 parking spaces along the property border line closest to Golf Rd. on RBC's parking facility for RoHC's special events on weekends, as follows: Fridays from 6 pm to 10 pm, Saturdays from 5 pm to 10 pm, and Sundays from 1 pm to 5 pm.

IV. TERMINATION OF AGREEMENT:

FOR CAUSE. Either party may terminate this agreement, upon thirty (30) days' notice for cause resulting from default on any of the terms and conditions of this agreement. Notice to terminate must be made in writing and delivered to the principal administrator of the other party or the Chairperson of the respective Organization's governing Board. Upon receipt of such termination notice the recipient shall have 20 days to cure any alleged default. Such cure shall thereby void the termination notice provided the cure adequately restores the damaged party.

V. CARE AND MAINTENANCE:

RBC and RoHC shall jointly endeavor to maintain the parking facility in a clean and neat condition. RoHC shall treat the parking facility with all due care and respect and shall be responsible to repair damage caused willfully or negligently by any staff person, congregational member or other invitee (reasonable wear and tear excepted). RBC shall be responsible for all other maintenance repairs and surface refinishing as may be necessary.

VI. INSURANCE:

RBC shall maintain in full force and effect its public liability insurance policy with coverage of \$1,000,000. RoHC shall also maintain its own public liability policy \$1,000,000 for liability and will present said insurance certificate to RBC for inspection upon request within 48 hours .

VII. SIGNAGE

RoHC may post a removable public sign(s) to be placed in front of the RBC's property for directions to its members and/or guests. Such sign to be constructed and displayed in a manner that is aesthetically compatible with the existing sign(s) now used and in compliance with signage regulations with the City of Des Plaines and local ordinances. Such sign shall be approved, in writing, by RBC prior to use and shall be removed at such times that RoHC is not using the premises.

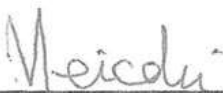
VIII. MISCELLANEOUS PROVISIONS:


This written document constitutes the entire agreement between the RBC and the RoHC. No oral representation shall prevail against any written term. This agreement shall be binding upon the land and the benefits and the responsibilities under this agreement shall pass to and be binding upon the legal successors of the parties hereto. RoHC may not assign or transfer any rights or interests herein to any other party without the written approval of RBC. The Laws of the State of Illinois shall control the interpretation of contract terms and to the disposition of any legal conflict. If any term or clause within this contract shall be determined by a court of law to be invalid or void for any reason the said part shall be severed from the whole and the remaining contract provisions shall remain in full force and effect.


Approved and adopted on this 20th day of June 2021, by:

ROMANIAN BAPTIST CHURCH
OF METROPOLITAN CHICAGO

ROMANIAN HERITAGE CENTER NFP

By: 
Rev. Dr. Adrian Neiconi
Senior Pastor

By: 
Steven V. Bonica
President & Executive Director

By: 
Br. Emil Burca
President of the Board

LEASE AGREEMENT FOR OCCASIONAL PARKING USE

This lease is made on June 24, 2021, by Norma Wyzukovicz owner of **Splash Dog and Canine Hydrotherapy and Wellness** ("Landlord"), with offices at 42 N. Broadway Street, Des Plaines, IL 60016 and the **Romanian Heritage Center NFP**, with offices at 732 N. Algonquin Rd., Arlington Heights, IL 60006 moving soon to 69-79 N. Broadway Street, Des Plaines, IL 60016 ("Tenant"), upon the following terms and conditions.

1. **Description of the Premises.** Landlord leases to Tenant and Tenant shall be entitled to use occasionally all of the Landlord's six (6) parking spaces located at 42. N. Broadway Street, Des Plaines, IL 60016 for Tenant's special events, however only in the evenings and weekends.
2. **Terms.** This lease shall be for the term of 3 years commencing on June 24, 2021 ("commencement date") and ending on June 24, 2024. This Lease shall be automatically extended for 3 additional years, unless on or before May 24, 2024 either Party provides to the other written notice of its desire not to automatically renew this Agreement.

In addition, either party may terminate this lease, upon thirty (30) days' notice for cause resulting from default on any of the terms and conditions of this agreement. Notice to terminate must be made in writing and delivered to the principal administrator of the other party or the Chairperson of the respective Organization's governing Board. Upon receipt of such termination notice the recipient shall have 20 days to cure any alleged default. Such cure shall thereby void the termination notice, provided the cure adequately restores the damaged party.

In consideration for occasional use of the Landlord's parking spaces, Tenant hereby agrees to promote the Landlord within the Romanian community and run an ad in the Romanian Tribune Newspaper (printed and online) advertising the Landlord's business during the duration of this lease.

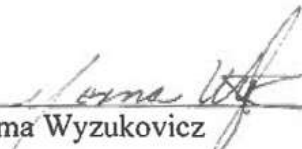
3. **Use.** Tenant shall be permitted to use the Landlord's parking spaces for events as follows: Fridays from 6 pm to 11 pm, Saturdays from 5 pm to 11 pm, and Sundays from 1 pm to 5 pm.
4. **Maintenance and Repair.** The parties shall jointly endeavor to maintain the parking facility in a clean and neat condition. Tenant shall treat the parking facility with all due care and respect and shall be responsible to repair damage caused willfully or negligently by any staff person, congregational member or other invitee (reasonable wear and tear excepted). Landlord shall be responsible for all other maintenance repairs and surface refinishing as may be necessary.
5. **Insurance.** Landlord shall maintain in full force and effect its own general liability insurance policy. Tenant shall also maintain its own public liability policy with a minimum of \$1,000,000 for liability and will present said insurance certificate to Landlord prior to using the parking facility as well as when

requested for review by Landlord anytime during the term of this lease upon request, within 48 hours .


6. **Signs.** Tenant may post a temporary removable public sign(s) to be placed in front of the Landlord's property for directions to its members and/or guests. Such signs are to be constructed and displayed in a manner that is aesthetically compatible with the existing sign(s) now used and in compliance with signage regulations with the City of Des Plaines and local ordinances. Such sign shall be approved, in writing, by the Landlord prior to use and shall be removed at such times that the Tenant is not using the premises.
7. **Notices.** All notices required under this lease shall be in writing and shall be deemed to be given by email or if mailed by certified or registered mail to Landlord or to Tenant at their respective addresses set forth in this lease or to any other address that either party furnishes in writing during the term of this lease.
8. **Captions and Headings.** The captions and headings used in this lease are intended only for convenience and are not to be used in construing this lease.
9. **Applicable Law.** This lease shall be construed under the laws of the state of Illinois. If any provision of this lease or portions of this lease or their application to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this lease shall not be affected and each provision of this lease shall be valid and enforceable to the fullest extent permitted by law. This written document constitutes the entire agreement between the parties.
10. **Successors.** This lease and its covenants and conditions shall inure to the benefit of and be binding on Landlord and its successors and assigns and shall be binding on Tenant and permitted assigns of Tenant.
11. **No Partnership.** Any intention to create a joint venture or partnership between the parties is expressly disclaimed.
12. **Effective Date.** Landlord and Tenant have signed this lease and it shall be effective on the date listed at the beginning of this agreement.

Dated: June 25, 2021.

LANDLORD:

By: 
Norma Wyzukovicz
Owner
Splash Dog and Canine Hydrotherapy
and Wellness

TENANT:

By: 
Steven V. Bonica
President & Executive Director
Romanian Heritage Center NFP

CITY OF DES PLAINES

ORDINANCE Z - 39 - 21

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR A COMMERCIAL ZONED ASSEMBLY USE AT 69-79 BROADWAY STREET, DES PLAINES, ILLINOIS.

WHEREAS, Steven Bonica, on behalf of the Romanian Heritage Center NFP (“*Petitioner*”), is the contract purchaser of the properties commonly known as 69-73 Broadway Street and 75-79 Broadway Street, Des Plaines, Illinois (collectively, the “*Subject Property*”); and

WHEREAS, Gerald J. Meyer, as Trustee of the Gerald J. Meyer Trust dated October 10, 1994, is the owner of 69-73 Broadway Street, Des Plaines, Illinois (“*69-73 Broadway Owner*”); and

WHEREAS, Chicago Title Land Trust Company, as successor trustee under Trust Agreement dated May 8, 1984, and known as Trust No. 14351435, is the record owner of 75-79 Broadway Street, Des Plaines, Illinois (“*Trust*”); and

WHEREAS, Theodore Virgilio, Jr. is the beneficiary of the Trust (“*Beneficiary*”) (69-73 Owner, the Trust, and the Beneficiary are, collectively, the “*Owners*”); and

WHEREAS, the Subject Property is located in the C-3 General Business District of the City (“*C-3 District*”); and

WHEREAS, the Subject Property is improved with a one-story multi-tenant commercial building (“*Building*”); and

WHEREAS, the Petitioner desires to operate a Romanian heritage community center, which is a Commercially Zoned Assembly Use, on the Subject Property (“*Proposed Use*”); and

WHEREAS, pursuant to Section 12-7-3.K of the City of Des Plaines Zoning Ordinance of 1998, as amended (“*Zoning Ordinance*”), the operation of a Commercially Zoned Assembly Use is permitted in the C-3 District only with a conditional use permit; and

WHEREAS, Petitioner submitted an application, with the consent of the Owners, to the City of Des Plaines Department of Community and Economic Development (“*Department*”) for a conditional use to allow the Proposed Use on the Subject Property (“*Conditional Use Permit*”), in accordance with Sections 12-7-3.F.3 and 12-7-3.K of the Zoning Ordinance; and

WHEREAS, the Petitioner's application was referred by the Department to the Planning and Zoning Board of the City of Des Plaines (“*PZB*”) within 15 days after the receipt thereof; and

WHEREAS, within 90 days from the date of the Petitioner's application a public hearing

was held by the PZB on June 8, 2021 pursuant to notice published in the *Des Plaines Journal* on May 19, 2021; and

WHEREAS, notice of the public hearing was mailed to all property owners within 300 feet of the Subject Property; and

WHEREAS, during the public hearing, the PZB heard testimony and received evidence with respect to how the Petitioner intended to satisfy and comply with the applicable provisions of the Zoning Ordinance; and

WHEREAS, pursuant to Section 12-3-4 of the Zoning Ordinance, the PZB filed a written report with the City Council on June 16, 2021, summarizing the testimony and evidence received by the PZB and stating the Board's recommendation, by a vote of 5-0, to approve the Petitioner's application for the Conditional Use Permit subject to certain terms and conditions; and

WHEREAS, the Petitioner made certain representations to the PZB with respect to the proposed conditional uses, which representations are hereby found by the City Council to be material and upon which the City Council relies in granting this request for the Conditional Use Permits; and

WHEREAS, the City Council has considered the written report of the PZB, the applicable standards for conditional use permits set forth in the Zoning Ordinance, and the Community and Economic Development Staff Memorandum dated May 27, 2021, including the attachments and exhibits thereto, and has determined that it is in the best interest of the City and the public to grant the Petitioner's application in accordance with the provisions of this Ordinance;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1. RECITALS. The recitals set forth above are incorporated herein by reference and made a part hereof, the same constituting the factual basis for this Ordinance.

SECTION 2. LEGAL DESCRIPTION OF SUBJECT PROPERTY. The Subject Property is legally described as follows:

LOTS 18 AND 19 IN BLOCK 14 IN H.M. CORNELL COMPANY'S CUMBERLAND, A SUBDIVISION OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO PART OF THE EAST ½ OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 12, NORTH OF THE CENTER LINE OF SEEGERS ROAD CALLED ELK GROVE ROAD AND A RESUBDIVISION OF

LOTS 1 AND 8 IN SEEGER'S SUBDIVISION RECORDED FEBRUARY 29, 1928 AS DOCUMENT 9940985.

PINS: 09-07-418-018-0000; 09-07-418-019-0000

Commonly known as: 69-73 Broadway Street, Des Plaines, Illinois.

LOTS 16 AND 17 IN BLOCK 14 IN H.M. CORNELL COMPANY'S CUMBERLAND, A SUBDIVISION OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO PART OF THE EAST ½ OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 12, NORTH OF THE CENTER LINE OF SEEGER'S ROAD CALLED ELK GROVE ROAD AND A RESUBDIVISION OF LOTS 1 AND 8 IN SEEGER'S SUBDIVISION RECORDED FEBRUARY 29, 1928 AS DOCUMENT 9940985.

PINS: 09-07-418-016-0000; 09-07-418-017-0000

Commonly known as: 75-79 Broadway Street, Des Plaines, Illinois.

SECTION 3. CONDITIONAL USE PERMIT. Subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 4 of this Ordinance, the City Council grants the Petitioner the Conditional Use Permit to allow the operation of the Proposed Use on the Subject Property. The Conditional Use Permit granted by this Ordinance is consistent with and equivalent to a "special use" as referenced in Section 11-13-25 of the Illinois Municipal Code, 65 ILCS 5/11-13-25.

SECTION 4. CONDITIONS. The Conditional Use Permit granted in Section 3 of this Ordinance shall be, and is hereby, expressly subject to and contingent upon the following conditions, restrictions, limitations, and provisions:

A. **Compliance with Law and Regulations.** The development, use, operation, and maintenance of the Subject Property, by the Petitioner must comply with all applicable City codes and ordinances, as the same have been or may be amended from time to time, except to the extent specifically provided otherwise in this Ordinance.

B. Compliance with Plans. Except for minor changes and site work approved by the City Director of Community and Economic Development in accordance with all applicable City standards, the development, use, operation, and maintenance of the Subject Property by the Petitioner must comply with the following plans as may be amended to comply with Section 4.C of this Ordinance:

1. That certain "Project Narrative" prepared by Petitioner, consisting of one sheet, and dated March 26, 2021, attached to and by this reference made a part of this Ordinance as **Exhibit A**; and

2. That certain "Proposed Parking Plan" prepared by the Petitioner, consisting of one sheet, and dated May 6, 2021, attached to and by this reference made a part of, this Ordinance as **Exhibit B**; and

3. That certain "Floor Plan" prepared by the Petitioner, consisting of one sheet, and dated May 14, 2021, attached to and by this reference made a part of, this Ordinance as **Exhibit C**.

C. Private Parking Agreements. Petitioner must enter into, and maintain for the life of the Conditional Use Permit, one or more private parking agreements for the use of off-site parking spaces ("Off-Site Parking") sufficient to meet the minimum off-street parking requirements of 19 spaces and reasonably accommodate the operations of the Proposed Use, including special events ("Private Parking Agreements"). The Off-Site Parking must be located in the vicinity of the Subject Property. The Private Parking Agreements must comply with the requirements of Section 12-9-3.B of the Zoning Ordinance. Petitioner must provide a copy of the executed and recorded Private Parking Agreements to the City prior to the City's issuance of a certificate of occupancy for the Building.

SECTION 5. RECORDATION; BINDING EFFECT. A copy of this Ordinance must be recorded in the Office of the Cook County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein run with the Subject Property and inure to the benefit of, and are binding upon, the Petitioner and its respective personal representatives, successors, and assigns, including, without limitation, subsequent purchasers of the Subject Property.

SECTION 6. NONCOMPLIANCE.

A. Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with, or resists the enforcement of, any of the provisions of this Ordinance shall be fined not less than seventy five dollars (\$75.00) or more than seven hundred and fifty dollars (\$750.00) for each offense. Each and every day that a violation of this Ordinance is allowed to remain in effect shall constitute a complete and separate offense. In addition, the appropriate authorities of the City may take such other action as they deem proper to enforce the terms and conditions of this Ordinance, including, without limitation, an action in equity to compel compliance with its terms. Any person, firm or corporation violating the terms of this Ordinance shall be subject, in addition to the foregoing penalties, to the payment of court costs and reasonable attorneys' fees.

B. In the event that the Petitioner fails to develop or maintain the Subject Property in accordance with the plans submitted, the requirements of the Zoning Ordinance, or the conditions set forth in Section 4 of this Ordinance, the Conditional Use Permits granted in Section 3 of this Ordinance may be revoked after notice and hearing before the Zoning Administrator of the City, all in accordance with the procedures set forth in Section 4.7 of the Zoning Ordinance. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the C-3 District. Further, in the event of such revocation of one or both of the

Conditional Use Permits, the City Manager and City's General Counsel are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. The Petitioner acknowledges that public notices and hearings have been held with respect to the adoption of this Ordinance, has considered the possibility of the revocation provided for in this Section, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice and hearing required by Section 4.7 of the Zoning Ordinance is provided to the Petitioner.

SECTION 7. EFFECTIVE DATE.

A. This Ordinance shall be in full force and effect only after the occurrence of the following events:

1. its passage and approval by the City Council in the manner provided by law;
2. its publication in pamphlet form in the manner provided by law;
3. the filing with the City Clerk by the Petitioner, not less than 60 days after

the passage and approval of this Ordinance, of an unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance, and demonstrating the Petitioner's consent to its recordation. Said unconditional agreement and consent shall be in substantially the form attached to, and by this reference made a part of, this Ordinance as **Exhibit D**; and

4. at the Petitioner's sole cost and expense, the recordation of this Ordinance together with such exhibits as the City Clerk deems appropriate, with the Office of the Cook County Recorder.

B. In the event that the Petitioner does not file with the City Clerk a fully executed copy of the unconditional agreement and consent referenced in Section 7.A.3 of this Ordinance,

within 60 days after the date of passage of this Ordinance by the City Council, the City Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

SECTION 8. SEVERABILITY. If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this
____ day of _____, 2021.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Ordinance Approving a Conditional Use Permit (CUP) at 69-79 Broadway Street for Commercially Zoned Assembly use



March 26, 2021

To: City of Des Plaines
1420 Miner Street
Des Plaines, IL 60016

Attn: Jonathan Stytz - Planner

Re: Application for Conditional Use for Assembly Use
69-73 and 75-79 N. Broadway

Dear Mr. Jonathan Stytz,

On behalf of the Board of Directors of the Romanian Heritage Center NFP, I kindly ask for consideration of our Application for Conditional Use for the two properties captioned above.

Our organization is currently under contract to purchase both of these properties and we plan to completely renovate the interior of the building to suit our purposes, while we will also clean and recondition the exterior to its original beauty. On a second phase we are also looking to add a Glass Vestibule in the front of the building to further enhance and modernize its look.

Our organization will primarily have activities Monday thru Friday from 8 am to 7 pm that are limited to the use of the Library Room as a research and tutoring center, having 2-3 employees at a time in the building and a maximum of 12 students per session, with max. 8-10 sessions per week. We will also have occasional meetings in the evening, of the Board of Directors and of our Leadership Advisory Council, with an anticipated participation of 20 people, once or twice a month.

Furthermore, we will occasionally have larger community events for the purpose of advancing our organization's purposes, such as: fellowship groups, commemorative and cultural events, exhibitions, concerts, community meetings, seminars, and conferences. We anticipate having these events twice a month in the beginning, and later on once a week at max., during the weekends. Planning of these events is going to be coordinated also with our neighboring Romanian Baptist Church, which will permit us to use their parking lot for overflow if needed. In such instances we will be hiring valet parking attendants or will use a couple of the Romanian Churches shuttle vans.

For all other details, I kindly bring your attention to the attached documentation, including the presentation of our project. Should you need more information, please do not hesitate to contact me. We thank you for your attention and consideration.

On behalf of the Board of Directors,



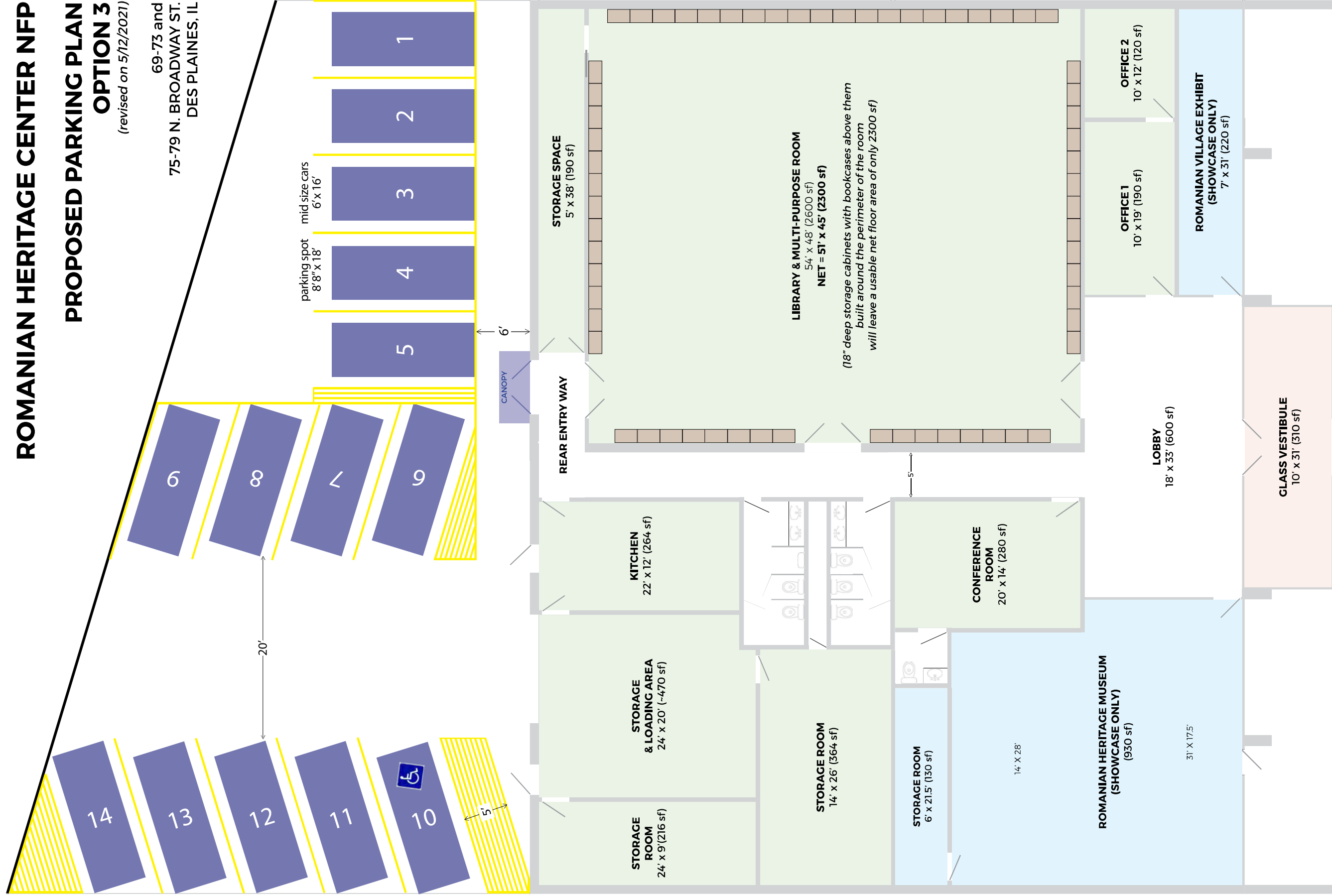
Steven Bonica
President / Executive Director

ROMANIAN HERITAGE CENTER NFP

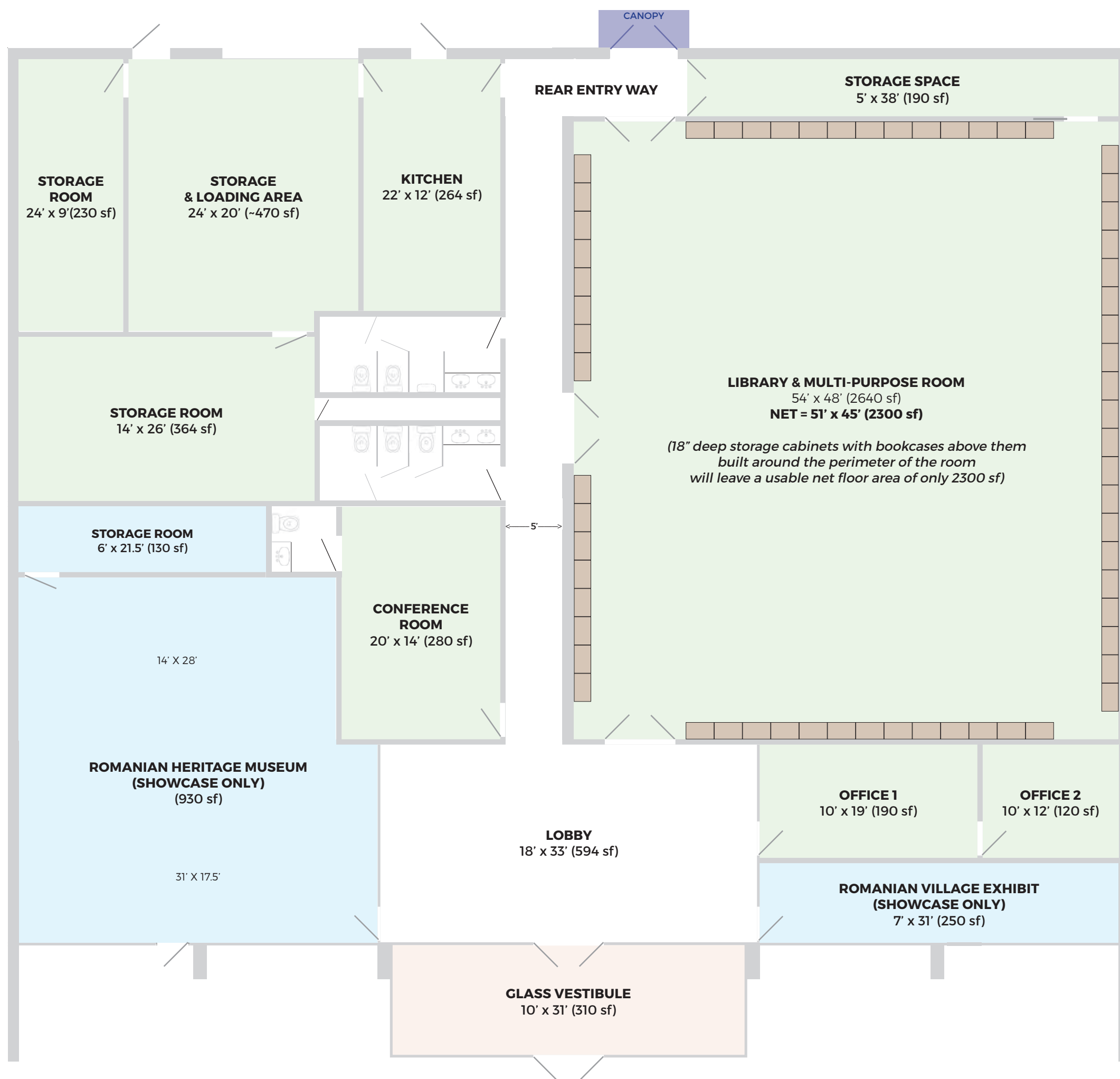
PROPOSED PARKING PLAN OPTION 3

(revised on 5/12/2021)

69-73 and
75-79 N. BROADWAY ST.
DES PLAINES, IL



On-street parking spaces available in front of the property - NOTE: ample additional parking available during evenings and weekends, both on-street as well as on other parking lots of neighboring businesses and at the nearby Romanian Church.



ROMANIAN HERITAGE CENTER NFP

PROPOSED FLOOR PLAN

69-73 and
75-79 N. BROADWAY ST.
DES PLAINES, IL

EXHIBIT D

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The City of Des Plaines, Illinois ("*City*");

WHEREAS, Steve Bonica, on behalf of the Romanian Heritage Center NFP ("*Petitioner*") applied to for a conditional use permit to allow a Commercially Zoned Assembly Use ("*Conditional Use Permit*") on that certain property commonly known as 69-79 Broadway Street, Des Plaines, Illinois ("*Subject Property*") pursuant to Section 12-7-3.F.3 and 12-7-3.K of the City of Des Plaines Zoning Ordinance of 1998, as amended; and

WHEREAS, Ordinance No. Z-39-21 adopted by the City Council of the City of Des Plaines on _____, 2021 ("*Ordinance*"), grants approval of the Conditional Use Permit, subject to certain conditions; and

WHEREAS, the Petitioner desires to evidence to the City its unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in said Ordinance, and its consent to recording the Ordinance and this Unconditional Agreement and Consent against the Subject Property;

NOW, THEREFORE, the Petitioner does hereby agree and covenant as follows:

1. Petitioner hereby unconditionally agrees to accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. Z-39-21, adopted by the City Council on _____, 2021.
2. Petitioner acknowledges and agrees that the City is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's review and approval of any plans for the Subject Property, or the issuance of any permits for the use and development of the Subject Property, and that the City's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure Petitioner against damage or injury of any kind and at any time.
3. Petitioner acknowledges that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the procedures required by Section 12-4-7 of the City's Zoning Ordinance are followed.
4. Petitioner agrees to and do hereby hold harmless and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may,

at any time, be asserted against any of such parties in connection with (a) the City's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Subject Property, and (d) the performance by Petitioner of its obligations under this Unconditional Agreement and Consent.

- 5. Petitioner hereby agrees to pay all expenses incurred by the City in defending itself with regard to any and all of the claims mentioned in this Unconditional Agreement and Consent. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the City.

ATTEST:

ROMAN HERITAGE CENTER NFP

By: _____

By: _____

SUBSCRIBED and **SWORN** to
before me this _____ day of
_____, 2021.

Its: _____

Notary Public



FINANCE DEPARTMENT

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5300
desplaines.org

MEMORANDUM

Date: July 21, 2021
To: Michael G. Bartholomew, City Manager
From: Dorothy Wisniewski, Assistant City Manager/Director of Finance
Subject: Resolution R-128-21, August 2, 2021 Warrant Register

Recommendation: I recommend that the City Council approve the August 2, 2021 Warrant Register Resolution R-128-21.

Warrant Register.....\$4,269,739.23

<u>Estimated General Fund Balance</u>	
Balance as of 06/30/2021:	<u>\$31,188,626</u>
<i>Please use caution when evaluating this number as revenues fluctuate dramatically from month to month due to delays in receiving sales tax revenue from the State and 1st & 2nd installments of property tax revenue.</i>	

CITY OF DES PLAINES

RESOLUTION

R-128-21

Be it resolved by the City Council of the City of Des Plaines that the following bills are due and payable and that the Mayor and City Clerk be and are hereby authorized to make payment for same.

August 2, 2021

City of Des Plaines

Warrant Register 08/02/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fund: 100 - General Fund						
1	1880	Due from Component Unit	2943 Crowe LLP	707-2440698	Auditing Services for Tax Year 2020 (2nd of 3 Years)	4,900.00
Elected Office						
Division: 110 - Legislative						
2	6000	Professional Services	7692 Advantage Government Strategies LLC	2061	Lobbyist Services June 2021 R-183-20	5,000.00
Total 110 - Legislative					5,000.00	

Division: 120 - City Clerk						
3	5310	Membership Dues	1453 International Institute of Municipal Clerks	2021 Clerk Dues	City Clerk Dues 09/30/2021-09/30/2022	215.00
4	6110	Printing Services	1233 Press Tech Inc	48010	Business Cards for Welcome Packets 06/30/2021	60.00
5	6120	Recording Fees	1139 Cook County of Illinois	29005312021	Recorded Document 2113229081 05/12/2021	75.00
6	6120	Recording Fees	1139 Cook County of Illinois	29006302021	Recorded Document 2116222085 06/11/2021	137.00
7	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 071021	Water Delivery 06/24/2021	8.00
Total 120 - City Clerk					495.00	

Total 10 - Elected Office					5,495.00
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City Administration						
Division: 210 - City Manager						
8	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 071021	Water Delivery 06/24/2021	77.89
Total 210 - City Manager					77.89	

Division: 220 - Legal						
9	6009	Legal Fees - Admin Hearings/Prosecutions	1073 Bartel, Raymond	21-13	Legal Fees for Traffic Court & Admin Hearings 06/30-07/12/2021	2,380.00
10	6010	Legal Fees - Labor & Employment	1127 Clark Baird Smith LLP	14153	Legal Fees for June 2021	8,786.25
Total 220 - Legal					11,166.25	

Division: 230 - Information Technology						
11	6000	Professional Services	4288 Burwood Group Incorporated	PS-14733-Q1T2	UCS Configuration VMware Install 5/30/2021	625.00
12	6300	R&M Software	5934 Tyler Technologies Inc	045-340409	Executime Maintenance 7/6/21 - 12/31/21	5,230.24
13	6300	R&M Software	5051 HelpSystems LLC	V0000159777	Automate License 10/1/21 - 9/30/22	645.63
14	6305	R&M Equipment	2664 Speedlink Solutions Inc	709458	Barracuda 995 Maintenance 6/19/21 - 6/18/22 R-96-21	59,820.00
15	6305	R&M Equipment	8399 Park Place Technologies LLC	PUSA10090021774	Server Maintenance Contract 07/01/21-07/31/21	117.00
16	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 071021	Water Delivery 06/24/2021	46.42

City of Des Plaines

Warrant Register 08/02/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
17	7320	Equipment < \$5,000	1035 Dell Marketing LP	10501195782	Battery For Dell Rugged Laptop	93.79
18	7320	Equipment < \$5,000	8244 Des Plaines Ace Hardware	949	Hardware For Squad Cars	21.13
Total 230 - Information Technology					66,599.21	

Division: 240 - Media Services						
19	7200	Other Supplies	2016 Signarama	42245	1 Engraved Name Plate and 1 Name Badge for Media Specialist	59.00
20	7200	Other Supplies	2016 Signarama	42258	1 Name Badge for City Photographer	21.25
Total 240 - Media Services					80.25	

Division: 250 - Human Resources						
21	5340	Pre-Employment Testing	1267 Northwest Community Hospital	23616	Occupational Health Services 05/04 & 05/24/2021	190.00
22	5340	Pre-Employment Testing	1267 Northwest Community Hospital	23620	Occupational Health Services 05/19/2021	130.00
23	5340	Pre-Employment Testing	1267 Northwest Community Hospital	23969	Occupational Health Services 06/15-06/18/2021	1,226.00
24	5340	Pre-Employment Testing	1267 Northwest Community Hospital	23972	Occupational Health Services 06/10/2021	130.00
25	5340	Pre-Employment Testing	8291 Accurate Employment Screening LLC	AUR2048523	Applicant Background Screenings June 2021	600.75
26	7000	Office Supplies	1644 Warehouse Direct Inc	4999234-0	Office Supplies - Pens, Pencils, Pads, Tape and Paper Clips	119.51
27	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 071021	Water Delivery 06/24/2021	31.44
Total 250 - Human Resources					2,427.70	

Total 20 - City Administration					80,351.30
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Department: 30 - Finance						
28	6000	Professional Services	2943 Crowe LLP	707-2440698	Auditing Services for Tax Year 2020 (2nd of 3 Years)	9,800.00
29	7000	Office Supplies	1644 Warehouse Direct Inc	5001780-0	10 Boxes of Staples & 3 Cartons of Copy Paper	170.95
30	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 071021	Water Delivery 06/24/2021	83.89
Total 30 - Finance					10,054.84	

Community Development						
Division: 410 - Building & Code Enforcement						
31	5325	Training	7709 Illinois Plumbing Inspectors Association	10/22/2021	26th Annual Training for Plumbing Inspector - 10/22/2021	125.00
32	6025	Administrative Services	7961 BridgePay Network Solutions LLC	8109	Utility Web & Business License Transaction Fee for June 2021	0.20

City of Des Plaines

Warrant Register 08/02/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
33	6195	Miscellaneous Contractual Services	3013 Clauss Brothers Inc	27074	Nuisance Abatement - 43 Properties - 6/1/21-6/30/21	8,303.71
34	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 071021	Water Delivery 06/24/2021	88.38
35	8010	Furniture & Fixtures	4392 Office Furniture Resources	INV1031426	Office Chair - Electrical Inspector	175.00
Total 410 - Building & Code Enforcement					8,692.29	

Division: 420 - Planning & Zoning						
36	7000	Office Supplies	1644 Warehouse Direct Inc	4995056-0	1 Box Copy Paper, Paper for PZB Comment Cards	69.63
Total 420 - Planning & Zoning					69.63	

Division: 430 - Economic Development						
37	6000	Professional Services	5215 CoStar Realty Information Inc	114325602-1	July 2021 Available Property Database	398.79
38	6110	Printing Services	1233 Press Tech Inc	48042	1 Box Business Cards 06/30/2021	20.00
Total 430 - Economic Development					418.79	

Total 40 - Community Development					9,180.71
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Public Works & Engineering						
Division: 520 - Geographic Information Systems						
39	6195	Miscellaneous Contractual Services	1060 Municipal GIS Partners Inc	5543	R-185-20 Geographic Information System Support 06/01-06/30/2021	17,376.17
Total 520 - Geographic Information Systems					17,376.17	

Division: 530 - Street Maintenance						
40	6040	Waste Hauling & Debris Removal	7691 Builders Asphalt LLC	80334	6.0 Loads Broken Asphalt & Grindings - 07/09/2021	300.00
41	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	7667	40 Parkway Tree Removals - 05/27/2021, R-169-19	18,319.00
42	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	7670	41 Stump Removals & Restorations - 07/06/2021, R-169-19	5,318.50
43	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	7672	Tree Trimming - 4 Locations - 07/06/2021, R-169-19	12,957.00
44	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	7828	Emergency Tree Removal - 1167 Third - 06/30/2021, R-169-19	2,214.00
45	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	197376	Vegetation Control - City Owned Greenspaces - 06/30/2021, R-14-20	600.00
46	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	197377	Summer Annual Flower Display - 06/06/2021, R-3-21	6,500.00
47	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	197380	Summer Annual Flower Display - 06/06/2021, R-3-21	8,082.00
48	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	197381	Prune Shrubs - Downtown Area - 06/19/2021, R-3-21	2,000.00

City of Des Plaines

Warrant Register 08/02/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
49	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	197483	Landscape Maintenance - Downtown - 06/30/2021	2,356.00
50	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	197484	Mowing - City-Owned Greenspace - 06/30/2021, R-27-21	18,415.56
51	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	198345	Temporary Fence - Fireworks Oakton College - 07/01/2021	15,800.00
52	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	198381	Mowing - City Owned Greenspaces - 06/30/2021, R-27-21	705.00
53	6195	Miscellaneous Contractual Services	2016 Signarama	42213	300 Signs - Fireworks Display Oakton - 06/22/2021	1,331.00
54	6195	Miscellaneous Contractual Services	1367 Meade Inc	697046	Emergency Pre-Emption Repairs - Ballard & Potter - 06/28/2021	3,832.00
55	6195	Miscellaneous Contractual Services	7706 Lakeshore Recycling Systems LLC	PS386344	Street Sweeping - 06/16-06/25/2021, R-5-21	762.52
56	6325	R&M Street Lights	1044 H&H Electric Co	36942	Streetlight Repair - 3rd & Berkshire - 05/05/2021, R-78-19	296.96
57	6325	R&M Street Lights	1044 H&H Electric Co	36947	Streetlight Repairs - Jefferson St - 04/15/2021, R-78-19	4,948.37
58	6325	R&M Street Lights	1044 H&H Electric Co	36949	Various Streetlight Repairs - 06/01/2021, R-78-19	3,657.38
59	7020	Supplies - Safety	4093 White Cap LP	10014530451	12 Pairs Gloves & 2 Boxes Dust Respirators	141.86
60	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	82358	Tapcon Hex & Drill Bit - Camera Mounting Hardware	15.42
61	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10385033	2 Seed Blankets - Restorations	59.40
62	7055	Supplies - Street R&M	1047 Home Depot Credit Svcs	5634433	Batteries & Pressure Washer Tip - Graffiti Removal	49.95
63	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	79553	3.04 Tons Asphalt - Potholes - 06/29/2021, R-38-21	127.68
64	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	79815	1.60 Tons Asphalt - Potholes - 07/01/2021, R-38-21	67.20
65	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	80044	1.13 Tons Asphalt - Pothole/Sidewalk Ramp - 07/06/2021, R-38-21	47.46
66	7055	Supplies - Street R&M	1057 Menard Incorporated	81562	Paint - Graffiti Removal	60.20
67	7055	Supplies - Street R&M	1057 Menard Incorporated	82533	Pothole Patch - Sidewalk Repair	179.60
Total 530 - Street Maintenance					109,144.06	

Division: 535 - Facilities & Grounds Maintenance						
68	6000	Professional Services	7619 Henneman Engineering Inc	77511	HVAC Replacement - City Hall - 06/30/2021	1,501.60
69	6015	Communication Services	1027 Call One	423720	Communication Service 07/15-08/14/2020	58.32

City of Des Plaines

Warrant Register 08/02/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
70	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	07-3004	Exterior Pest Control - City Hall & Police - 07/01/2021	80.00
71	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	07-3005	Interior Pest Control - City Hall & Police Station - 07/01/2021	193.00
72	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4088733631	Mat Service - Police Station - 06/30/2021	122.24
73	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4088733733	Mat Service - Metra Train Station - 06/30/2021	35.00
74	6195	Miscellaneous Contractual Services	7146 JOS Services Inc	4608	Plumbing Repair City Hall 07/01/2021	3,870.00
75	6315	R&M Buildings & Structures	5982 Mr Duct Inc	00058017	Duct Cleaning - Fire Station #63 - 06/03/2021	1,235.00
76	6315	R&M Buildings & Structures	5982 Mr Duct Inc	00058032	Duct Cleaning - Fire Station #62 - 06/03/2021	695.00
77	6315	R&M Buildings & Structures	7689 Ambius	016730CS310104	July 2021 Bill for Plant Maintenance	361.94
78	6315	R&M Buildings & Structures	1025 Bedco Inc	097210	Service Contract - July 2021, R-167-19 - City Hall	627.50
79	6315	R&M Buildings & Structures	1025 Bedco Inc	097210	Service Contract - July 2021, R-167-19 - Various Other Areas	627.50
80	6315	R&M Buildings & Structures	1025 Bedco Inc	097219	No A/C Service Call - History Center - 07/09/2021, R-167-19	115.00
81	6315	R&M Buildings & Structures	1025 Bedco Inc	097221	No A/C Service Call - Food Pantry - 07/09/2021, R-167-19	122.20
82	6315	R&M Buildings & Structures	1025 Bedco Inc	097225	AHU Repair - City Hall - 07/07-07/08/2021, R-167-19	1,551.90
83	6315	R&M Buildings & Structures	5214 State Industrial Products	902051911	Drain Maintenance Program 07/08/2021 - City Hall	109.27
84	6315	R&M Buildings & Structures	1237 Pro-Line Door Systems Inc	90465	Overhead Door Repair - PW - 06/01/2021	650.95
85	6315	R&M Buildings & Structures	2350 Anderson Elevator Co	INV-43835-H3Z2	Elevator Repair - City Hall - 03/29/2021	549.00
86	6315	R&M Buildings & Structures	2350 Anderson Elevator Co	INV-44088-G7D2	Elevator Maintenance July 2021	212.08
87	6315	R&M Buildings & Structures	2350 Anderson Elevator Co	INV-44088-G7D2	Elevator Maintenance July 2021	424.16
88	7020	Supplies - Safety	1043 WW Grainger Inc	9950137340	12 Bulbs & Floor Safety Sign - City Hall	11.78
89	7025	Supplies - Custodial	1029 Cintas Corporation	4088733726	Scraper, Cleaners, Paper Towels, Air Freshener, Soap, Etc. - PW	254.43
90	7025	Supplies - Custodial	1029 Cintas Corporation	4089293457	Cleaners, Paper Towels, Air Freshener, Soap, Mat, Etc. - PW	143.85
91	7045	Supplies - Building R&M	1057 Menard Incorporated	77151A	Pine Casing & Painting Supplies - City Hall 6th Floor	29.82
92	7045	Supplies - Building R&M	1057 Menard Incorporated	81886	Flex Tape for Men's Bathroom @ City Hall	24.84

City of Des Plaines

Warrant Register 08/02/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
93	7045	Supplies - Building R&M	1057 Menard Incorporated	82611	Antifreeze - Police Station	8.98
94	7045	Supplies - Building R&M	1057 Menard Incorporated	82666	Plumbing Supplies - Station 62	35.06
95	7045	Supplies - Building R&M	1043 WW Grainger Inc	9948967345	7 Quartz Bulbs - City Hall	71.33
96	7045	Supplies - Building R&M	1043 WW Grainger Inc	9950137340	12 Bulbs & Floor Safety Sign - City Hall	69.24
97	7045	Supplies - Building R&M	1043 WW Grainger Inc	9955207171	Braille Facility Sign - Metra Train Station	22.38
98	7200	Other Supplies	1057 Menard Incorporated	82354	Bottled Water - City Hall	15.36
99	7500	Postage & Parcel	8446 UPS	000037Y66A271	Postage 06/03/2021	4.72
Total 535 - Facilities & Grounds Maintenance					13,833.45	

Division: 540 - Vehicle Maintenance

100	6040	Waste Hauling & Debris Removal	2214 Liberty Tire Recycling	2079400	Tire Recycling - 07/02/2021	254.87
101	6040	Waste Hauling & Debris Removal	8076 Excel Oil Service	E0009625	250 Gals Used Oil Recycling - 06/28/2021	75.00
102	6135	Rentals	1029 Cintas Corporation	4088706701	Mechanic's Uniform Rental - 06/30/2021	156.54
103	6135	Rentals	1029 Cintas Corporation	4089390607	Mechanic's Uniform Rental - 07/08/2021	156.54
104	6195	Miscellaneous Contractual Services	1741 Praxair Distribution Inc	64329448	Cylinder Rental - 05/20/2021-06/20/2021	702.27
105	6305	R&M Equipment	3570 AEC Fire Safety & Security Inc	257137	Hydraulic Pump Repair - Fire 7608 - 06/10/2021	98.72
106	6310	R&M Vehicles	1089 Autokrafters of Des Plaines	1464	Body Damage Repair - Police 6099 Unit #59 - 06/30/2021	2,216.52
107	6310	R&M Vehicles	1157 Wirfs Industries Inc	32845	Crack Repair - Fire 7801 - 05/27/2021	641.50
108	6310	R&M Vehicles	5573 Henderson Products Inc	338976	Wet Pump & Auger Replacement - PW 5089 - 07/08/2021	1,846.52
109	7020	Supplies - Safety	1043 WW Grainger Inc	9954578002	Tower Bulbs & Kneeling Pads - Police 6510 & PW Stock	36.02
110	7030	Supplies - Tools & Hardware	6224 Bumper to Bumper	408-1257182	12 Vinyl Erasers - PW Tool	473.88
111	7030	Supplies - Tools & Hardware	1053 Kimball Midwest	8997688	Drill Bits, Tape, & Scotch Brite - PW Shop Stock	427.05
112	7030	Supplies - Tools & Hardware	1536 Snap On Industrial	ARS/15055172	Surface Preparation Tool - PW Shop Tool	195.00
113	7030	Supplies - Tools & Hardware	1536 Snap On Industrial	ARV/48640176	Scanner Update Disc - PW Shop Tool	435.72
114	7035	Supplies - Equipment R&M	1043 WW Grainger Inc	9954578002	Tower Bulbs & Kneeling Pads - Police 6510 & PW Stock	109.66
115	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_186100	2 PTO Solenoids - PW 5093 & PW Stock	289.78
116	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0213893	Air Filters, Pad, & Brake Rotors - Police Stock	446.60
117	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0214283	Pad Set, Rotors, & Cap - Police Stock	274.40

City of Des Plaines

Warrant Register 08/02/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
118	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0215042	Brake Rotors - Police Stock	146.18
119	7040	Supplies - Vehicle R&M	1018 Anderson Lock Company LTD	1067149	6 Keys - PW 5128 & Genie Lift	24.54
120	7040	Supplies - Vehicle R&M	1674 Spring-Align of Palatine, Inc	118505	Plow Harness - PW Stock	380.26
121	7040	Supplies - Vehicle R&M	6244 Valvoline LLC	133174571	Washer Solvent, Oil, Antifreeze, & Oil Dry	1,096.51
122	7040	Supplies - Vehicle R&M	6244 Valvoline LLC	133176269	200 Gals Bulk Engine Oil & 90 Gals Hydraulic Oil	1,464.72
123	7040	Supplies - Vehicle R&M	1501 Foster Coach Sales Inc	22004	Pressure Transducer - Fire 7702	313.56
124	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-482500	2 Bed Liners - PW 5095	281.44
125	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3023927940	Oil Pan Kit & Bolts - PW 5082	850.82
126	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1254835	Returned Linkage Clip - Fire 7806	(6.92)
127	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1256497	A/C Refrigerant - Fire Stock	329.97
128	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1256509	Brake Pads & Rotors - Police 6027	128.02
129	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	505913P	Pump, Belt, Guides, Tensioner, Arm, Bolts, Etc. - Police 6068	480.24
130	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	506231P	Bolt - Police 6068	8.00
131	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	506491P	2 Hub Caps - Police 6094	121.16
132	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	506642P	2 Solenoids - Police 6068	93.88
133	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	506872P	Fuel Pipe - Police 6073	193.34
134	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-799744	AC Line & Oil Pressure Switch - PW 2026	68.59
135	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-800194	Battery & Oil Drain Plug - PW 2040	111.50
136	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-800331	Core Deposit Returns - PW Stock	(54.00)
137	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-800404	Antifreeze - Fire Stock	56.94
138	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-801018	Belt & Oil - Police 6068	22.91
139	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-801182	Battery & Lug Nut - Police 6027 & EMA	91.45
140	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-801798	Oil Filters & Air Filters - PW Stock	316.13
141	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-801799	Air Filter - PW Stock	7.15
142	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-802138	2 Oil Filters & Cabin Air Filter - PW 5082	66.94

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
143	7040	Supplies - Vehicle R&M	1043 WW Grainger Inc	9942159451	3 Stop/Turn/Tail Lights - PW 5092	130.89
144	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P09557	Joystick Controller - Fire 7801	784.23
145	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P10465	Pump - Fire 7801	985.44
146	7040	Supplies - Vehicle R&M	4328 Batteries Plus Bulbs (#490)	P41010366	8 Batteries - PW 5092 & Police Stock	771.60
147	7040	Supplies - Vehicle R&M	4328 Batteries Plus Bulbs (#490)	P41193597	Battery - Fire Stock	22.85
148	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101036847:01	2 DFP Clips - PW 5092	199.60
149	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101037429:01	SCR Clamps - PW 5092 & PW Stock	158.37
150	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101037664:01	SCR Clamp - PW 5092	52.79
151	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101038705:01	Returned SCR Clamps - PW 5092	(105.58)
152	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101038706:01	SCR Clamp Return	(89.80)
153	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101038879:01	Credit Return - PW 5092	(89.80)
154	7120	Gasoline	8331 Avalon Petroleum Company Inc	467329	3,301 Gals Unleaded Gasoline - 06/23/2021, R-163-20	6,799.49
155	7120	Gasoline	7349 Wex Inc	72617000	Fuel Purchases - June 2021	629.23
156	7130	Diesel	8331 Avalon Petroleum Company Inc	029057	1,399 Gals Bio Diesel Fuel - 06/23/2021, R-163-20	2,726.69
157	7130	Diesel	7349 Wex Inc	72617000	Fuel Purchases - June 2021	1,015.04
Total 540 - Vehicle Maintenance					29,420.96	

Total 50 - Public Works & Engineering	169,774.64
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Police Department						
Division: 610 - Uniformed Patrol						
158	6195	Miscellaneous Contractual Services	1817 Aftermath Inc	JC2021-7525	Bio-Hazard Clean Up 1501 Miner St 6/6/2021	155.00
159	7200	Other Supplies	2509 Lynn Peavey Co	380425	Evidence Bags (600)	125.50
160	7300	Uniforms	1489 JG Uniforms Inc	86370	New Officer Uniforms	855.90
161	7300	Uniforms	1489 JG Uniforms Inc	86372	New Officer Uniforms	855.90
162	7300	Uniforms	1489 JG Uniforms Inc	86373	New Officer Uniforms	855.90
163	7300	Uniforms	1489 JG Uniforms Inc	86377	New Officer Uniforms	855.90
164	7300	Uniforms	1489 JG Uniforms Inc	86379	New Officer Uniforms	766.20
165	7300	Uniforms	1489 JG Uniforms Inc	86381	New Officer Uniforms	855.90
Total 610 - Uniformed Patrol					5,326.20	

Division: 620 - Criminal Investigation						
166	5310	Membership Dues	8430 North Suburban Juvenile Officers Association	2021MB	2021 Membership Fee (1 Det)	25.00
167	6195	Miscellaneous Contractual Services	1517 Trans Union LLC	06151619	Investigations Database 05/26-06/25/2021	100.00

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
168	6195	Miscellaneous Contractual Services	1572 LexisNexis Risk Solutions	1037713-20210630	Investigations Database June 2021	165.05
169	6195	Miscellaneous Contractual Services	1553 Critical Reach	1194	2021 Investigation Crime Bulletin Access 1/1-12/31/2021	1,100.00
170	6195	Miscellaneous Contractual Services	1683 Thomson Reuters	844634878	Investigations Database June 2021	324.15
Total 620 - Criminal Investigation					1,714.20	

Division: 630 - Support Services						
171	5310	Membership Dues	1724 IL Law Enforcement Alarm System	DUES10554	Police Dept Annual Dues 7/1/2021-6/30/2022	360.00
172	6000	Professional Services	5975 Aero Removals Trisons Inc	21314A	Removal and Transport of 5 Deceased June 2021	1,750.00
173	6015	Communication Services	1027 Call One	423720	Communication Service 07/15-08/14/2020	32,878.94
174	6195	Miscellaneous Contractual Services	1818 Northwest VoltWagon	109229	Battery Booster Rental 3rd Quarter 2021	84.00
175	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8182375896	Shredding Services PD 6/11, 6/25, 7/2/2021	417.03
176	6305	R&M Equipment	6851 Axon Enterprise Inc	SI-1745441	Taser 60 Program 5 Yr. Replacement Plan Year 5 of 5	3,120.00
177	6310	R&M Vehicles	1045 Havey Communications	11058	2021 CSO Squad Up-Fitting (Squad 99) 7/6/2021	942.75
178	6345	R&M Police Range	3882 Best Technology Systems Inc	BTL-21011-6	2021 Service Agreement for Range Cleaning and Maintenance June	700.00
179	7000	Office Supplies	1644 Warehouse Direct Inc	4996386-0	Markers, Disc/DVR, Paper Cups, Paper Plates	64.60
180	7000	Office Supplies	1644 Warehouse Direct Inc	4998714-0	Cartridge Tape	39.16
181	7015	Supplies - Police Range	6720 Action Target	0510112-IN	Realistic Targets (1300)	807.20
182	7200	Other Supplies	1644 Warehouse Direct Inc	4996386-0	Markers, Disc/DVR, Paper Cups, Paper Plates	69.28
183	7200	Other Supplies	1644 Warehouse Direct Inc	4996386-1	1 Carton of Paper Cups	96.10
184	7200	Other Supplies	3315 Regional Truck Equipment	56445	Weather Guard Mesh Bulkhead CSO Squad for VIN x2305	389.57
185	7200	Other Supplies	3315 Regional Truck Equipment	56446	Weather Guard Mesh Bulkhead CSO Squad for VIN x2308	389.57
186	7300	Uniforms	5705 Artistic Engraving	16992	Retirement Badge, Wallet and Mount (1 Ofc)	263.01
Total 630 - Support Services					42,371.21	

Total 60 - Police Department					49,411.61
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Fire Department						
Division: 100 - Administration						
187	7300	Uniforms	3212 On Time Embroidery Inc	84406	Fleece Jacket - Division Chief	125.00

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
188	7300	Uniforms	3212 On Time Embroidery Inc	85849	5 Jobs Shirts - Chief	329.00
189	7300	Uniforms	3212 On Time Embroidery Inc	89199	2 Trousers - Deputy Chief	144.00
Total 100 - Administration					598.00	

Division: 710 - Emergency Services						
Line #	Account	Vendor	Invoice	Invoice Description	Amount	
190	6000	Professional Services	8192 Rebound	1920	Consulting-Orthopedic Patient Navigator Contract-July 2021	823.39
191	6035	Dispatch Services	5973 Emergency Twenty Four Inc	34671	Elevator Alarm Dispatch June 2021	1,859.00
192	7000	Office Supplies	1644 Warehouse Direct Inc	4991374-0	6 Boxes of Batteries - Various Sizes	104.51
193	7000	Office Supplies	1644 Warehouse Direct Inc	4998549-0	10 Cartons of Copy Paper	433.50
194	7035	Supplies - Equipment R&M	1080 Air One Equipment Inc	170213	20 Cadet Stem Washers	53.80
195	7035	Supplies - Equipment R&M	2054 Breathing Air Systems	INV-IL55-173	Parts For Air Compressor Repair - Station 63	732.14
196	7200	Other Supplies	3297 Bound Tree Medical LLC	84122907	3 Oxygen Bags, Trauma Bag, 2 PK's Penlights	938.94
197	7300	Uniforms	3212 On Time Embroidery Inc	84597	Company Boot - Paramedic	129.00
198	7300	Uniforms	3212 On Time Embroidery Inc	86178	2 Trousers - Paramedic	144.00
199	7300	Uniforms	3212 On Time Embroidery Inc	86550	Trousers - Paramedic	72.00
200	7300	Uniforms	3212 On Time Embroidery Inc	87128	3 S/S Polo's - Lieutenant	141.00
201	7300	Uniforms	3212 On Time Embroidery Inc	87683	Job Shirt, 3 S/S Polo's, 3 Station Pants - Engineer	363.00
202	7300	Uniforms	3212 On Time Embroidery Inc	88148	3 T-Shirts, Station Pant - Paramedic	92.00
203	7300	Uniforms	3212 On Time Embroidery Inc	88385	3 T-Shirts, Job Shirt - Paramedic	92.00
204	7300	Uniforms	3212 On Time Embroidery Inc	89200	Twill Cap, 2 BDU Shorts, Oxford - Paramedic	166.00
205	7300	Uniforms	3212 On Time Embroidery Inc	89201	2 Station Pants, 2 T-Shirts - Paramedic	146.00
206	7300	Uniforms	3212 On Time Embroidery Inc	89202	3 T-Shirts, Belt, 2 Trousers, Oxford - Lieutenant	296.00
207	7300	Uniforms	3212 On Time Embroidery Inc	89203	4 T-Shirts, 2 BDU Shorts, Pocketed Shorts, Etc.	132.00
208	7300	Uniforms	3212 On Time Embroidery Inc	89204	Twill Cap, 5 T-Shirts - Paramedic	64.00
209	7300	Uniforms	3212 On Time Embroidery Inc	89205	4 S/S Polo's - Paramedic	184.00
210	7300	Uniforms	3212 On Time Embroidery Inc	89206	Caps, Job Shirt, 5 Polo's, 4 T-Shirts, Belt, Etc. - Paramedic	614.00
211	7320	Equipment < \$5,000	8336 TSI Inc.	91356586	Fit Test Adapter Kit	199.06
Total 710 - Emergency Services					7,779.34	

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Division: 720 - Fire Prevention						
212	5310	Membership Dues	4840 International Association of Arson Investigators	53244	Membership Dues 8/1/2021-8/1/2022 - Division Chief	130.00
213	7000	Office Supplies	1644 Warehouse Direct Inc	4999389-0	7 USB Drives, Discs, 4 PK's Cups, CD/DVD Envelopes	83.70
214	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 071021	Water Delivery 06/24/2021	17.44
215	7200	Other Supplies	1644 Warehouse Direct Inc	4999389-0	7 USB Drives, Discs, 4 PK's Cups, CD/DVD Envelopes	23.86
Total 720 - Fire Prevention					255.00	

Total 70 - Fire Department	8,632.34
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Department: 75 - Fire & Police Commission						
216	5340	Pre-Employment Testing	1267 Northwest Community Hospital	23915	Occupational Health Services 06/04-06/13/2021	4,275.00
217	5340	Pre-Employment Testing	1267 Northwest Community Hospital	24095	Occupational Health Services 06/30/2021	1,037.00
Total 75 - Fire & Police Commission					5,312.00	

Department: 90 - Overhead						
218	6015	Communication Services	1027 Call One	423720	Communication Service 07/15-08/14/2020	12,636.48
219	6025	Administrative Services	1005 A/R Concepts Inc	CDP101 Dec 2020	Collection Service Dec 2020 Parking Tickets	22.41
220	6030	AMB Fee Processing Services	3640 Andres Medical Billing Ltd	252137	Collection Service for June 2021 Ambulance Fees	9,787.86
221	6140	Leases	3827 Pitney Bowes Inc	3104840495	Mailing Machine Lease 06/30-09/29/2021	1,032.72
222	6502	Subsidy - City Sponsored Events	1357 Mad Bomber Fireworks Productions	1773	July 2, 2021 Fireworks Display	20,000.00
223	6502	Subsidy - City Sponsored Events	8142 KTG Illinois, LLC	2544	Cleaning Services & 2 Cases of Trash Bags for Fireworks 7/2/21	671.38
Total 90 - Overhead					44,150.85	

Total 100 - General Fund	387,263.29
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Fund: 205 - TIF #5 Perry/Lee Fund						
224	8100	Improvements	3281 Alliance Contractors Inc	2021-River-P31	R-141-18 Contract 62267 River Rd Recon 02/01-06/30/2021	19,625.00
Total 205 - TIF #5 Perry/Lee Fund					19,625.00	

Fund: 230 - Motor Fuel Tax Fund						
225	6155	Sidewalk Improvements	1402 DiNatale Construction Inc	2021-Concrete-P1	R-82-21 2021 CIP Concrete Imp 06/16-06/23/2021	111,571.35
226	8100	Improvements	1402 DiNatale Construction Inc	2021-Concrete-P1	R-82-21 2021 CIP Concrete Imp 06/16-06/23/2021	129,905.34
Total 230 - Motor Fuel Tax Fund					241,476.69	

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fund: 240 - CDBG Fund						
227	6555	Subsidy - Emergency Shelter for Homeless Youth	1170 Harbour Inc, The	Apr-June 2021 HY	Emergency Shelter & Transitional Housing B-20 MC-4/1/21-6/30/21	1,250.00
228	6560	Subsidy - Shared Housing & Homeless Prevention	1169 Center of Concern	071021DP3Q	Homeless Prevention and Housing Counseling B-20-4/1/21-6/30/21	1,774.72
229	6563	Subsidy - Senior Housing and Supportive Services	1169 Center of Concern	07102111DPS	Senior Housing and Support Services B-20-4/1/21-6/30/21	2,474.60
230	6580	Subsidy - Housing Counseling	4912 Northwest Compass Inc	HC-3/22-6/27/21	Housing Counseling B-20-MC-3/22-6/27/21	4,970.36
231	6600	Subsidy - Transitional Housing	1156 Wings Program Inc	06302120	Public Service Fin Assistance-B-20-MC-17-4/1/21-6/30/21	976.50
232	6600	Subsidy - Transitional Housing	1156 Wings Program Inc	12311920	Public Service Fin Assistance-B-20-MC-17-10/1/20-12/31/2020	5,553.34
Total 240 - CDBG Fund					16,999.52	

Fund: 250 - Grant Projects Fund						
Program: 2520 - Capital Grants						
233	6000	Professional Services	1126 Civiltech Engineering Inc	3556-03	R-26-21 Engr Svcs - Rand Rd Sidepath 5/29-6/25/2021	28,302.26
234	6005	Legal Fees	6997 Walker Wilcox Matousek LLP	182009-0L60001	Legal Fees-Ballard Rd Sidepath 2250 Ballard Rd 4/01-4/29/2021	8,300.00
235	6005	Legal Fees	6997 Walker Wilcox Matousek LLP	182391-0L60001	Legal Fees-Ballard Rd Sidepath 2250 Ballard Rd 5/01-5/10/2021	3,031.00
236	8100	Improvements	1206 Illinois, State of	123954	R-67-19 Construction-Lee-Forest Signalization 4/15-05/21/2021	84,930.34
Total 2520 - Capital Grants					124,563.60	

Total 250 - Grant Projects Fund					124,563.60
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Fund: 260 - Asset Seizure Fund						
Program: 2620 - DEA						
237	8015	Equipment	7920 SF Mobile-Vision Inc	41360	Body Worn Camera Magnetic Clips (15)	1,140.00
Total 2620 - DEA					1,140.00	

Total 260 - Asset Seizure Fund					1,140.00
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Fund: 400 - Capital Projects Fund						
238	6000	Professional Services	3338 Gabriel Environmental Services	0621N0175	Task Order 1-IEPA Remediation Closure NW Hwy & Laurel 6/23/2021	3,242.70
239	6000	Professional Services	1079 AECOM Technical Services Inc	2000515327	Engr Svcs-On-Call Pavement Mgmt Prgm 05/01-05/28/2021	3,096.90

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
240	6000	Professional Services	1126 Civiltech Engineering Inc	2866-1 Task Order No 3 - Eng Svcs - Rand Rd Sidepath 01/02-01/08/2020	12,961.54
241	6000	Professional Services	1199 Spaceco Inc	85874 R-104-21 Engr Svcs - Task Order 1 05/30-06/26/2021	14,512.50
242	6000	Professional Services	2436 Haeger Engineering LLC	87431 Task 4 Land Surveying Douglas & Howard 05/27-07/06/2021	3,950.00
243	6140	Leases	1562 Wisconsin Central LTD	9500226967 Oakton Underground Wire Lease 3125W 8/1/2021-7/31/2022	388.97
244	8100	Improvements	3281 Alliance Contractors Inc	2021-River-P31 R-141-18 Contract 62267 River Rd Recon 02/01-06/30/2021	38,684.31
Total 400 - Capital Projects Fund					76,836.92

Fund: 420 - IT Replacement Fund					
245	8005	Computer Hardware	1035 Dell Marketing LP	10502290278 Precision 5820 Tower for Media Services	3,497.10
Total 420 - IT Replacement Fund					3,497.10

Fund: 430 - Facilities Replacement Fund					
246	6195	Miscellaneous Contractual Services	1931 Oui Oui Enterprises LLC	72602 Portable Restroom Service at Theatre 03/14-04/13/2021	110.00
247	6195	Miscellaneous Contractual Services	1931 Oui Oui Enterprises LLC	73113 Portable Restroom Service at Theatre 04/14-05/13/2021	95.00
248	6195	Miscellaneous Contractual Services	1931 Oui Oui Enterprises LLC	73382 Portable Restroom Service 5/14/21-6/13/21 for Theatre	95.00
249	6315	R&M Buildings & Structures	7350 JLJ Contracting Inc	142555 Stair Installation - Theater - 06/11/2021	3,134.06
250	6315	R&M Buildings & Structures	8322 Commercial Specialties Inc	21-0634 Bathroom Partitions & Install - Theater 2nd Floor - 06/15/2021	3,749.00
251	6315	R&M Buildings & Structures	1135 Colley Elevator Co	212620 Elevator Testing and Wiring for Theatre 06/09/2021	1,020.00
252	6315	R&M Buildings & Structures	7146 JOS Services Inc	4593 Plumbing Labor 6/14/21 for Theatre	1,000.00
253	6315	R&M Buildings & Structures	7146 JOS Services Inc	4594 Plumbing Labor 6/15/21 for Theatre	1,000.00
254	6315	R&M Buildings & Structures	7146 JOS Services Inc	4596 Plumbing Labor 6/17/21 for Theatre	1,000.00
255	6315	R&M Buildings & Structures	7146 JOS Services Inc	4597 Plumbing Labor 6/18/21 for Theatre	1,000.00
256	6315	R&M Buildings & Structures	7146 JOS Services Inc	4598 Plumbing Labor 6/24/21 at Theatre	2,000.00
257	6315	R&M Buildings & Structures	7146 JOS Services Inc	4599 Plumbing Labor 6/25/21 at Theatre	1,000.00
258	6315	R&M Buildings & Structures	7146 JOS Services Inc	4600 Plumbing Labor 6/21/21 at Theatre	1,000.00

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
259	6315	R&M Buildings & Structures	7146 JOS Services Inc	4601	Plumbing Labor 6/28/21 at Theatre	1,000.00
260	6315	R&M Buildings & Structures	7146 JOS Services Inc	4603	Plumbing Labor 6/22/21 at Theatre	1,000.00
261	6315	R&M Buildings & Structures	7146 JOS Services Inc	4604	Plumbing Labor 6/23/21 at Theatre	625.00
262	6315	R&M Buildings & Structures	7146 JOS Services Inc	4605	Plumbing Labor 6/29/21 at Theatre	2,000.00
263	6315	R&M Buildings & Structures	7146 JOS Services Inc	4606	Plumbing Labor 7/1/21 at Theatre	1,000.00
264	6315	R&M Buildings & Structures	7146 JOS Services Inc	4607	Plumbing Labor 7/2/21 at Theatre	1,000.00
265	6315	R&M Buildings & Structures	4583 Argon Electric Company, Inc	9433	Electrical Services - Theater - 06/01/2021-06/05/2021	6,976.00
266	6315	R&M Buildings & Structures	4583 Argon Electric Company, Inc	9434	Electrical Services - Theater - 06/07/2021-06/12/2021	5,995.00
267	6315	R&M Buildings & Structures	4583 Argon Electric Company, Inc	9445	Electrical Labor - Theater - 06/14/2021-06/19/2021	12,208.00
268	6315	R&M Buildings & Structures	4583 Argon Electric Company, Inc	9446	Electrical Services - Theater - 06/21/2021-06/26/2021	19,511.00
269	7045	Supplies - Building R&M	1424 Bushnell Inc	0017587800	PVC/Ball Valves/Etc. at Theatre	97.71
270	7045	Supplies - Building R&M	6679 Olson's Ace Hardware	016577/3	Grille @ Theatre	15.99
271	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1068219	Door Cylinders @ 1486 Miner	482.80
272	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1068226	Door Cylinders & Keys @ 1486 Miner	312.10
273	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1068341	Door Cylinders @ 1486 Miner	192.45
274	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1068684	Lock Sets for Theatre	963.00
275	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1068931	Lock Sets for Theatre	1,500.00
276	7045	Supplies - Building R&M	4177 Uline Inc	135363304	Bollards for Civic Deck	471.04
277	7045	Supplies - Building R&M	1187 Scharm Floor Covering	15420	Carpet Squares @ Theatre	1,528.12
278	7045	Supplies - Building R&M	2164 JB Metal Works Inc	19567	Angle Aluminum for Theater	104.00
279	7045	Supplies - Building R&M	8322 Commercial Specialties Inc	21-0698	Bathroom Accessories @ Theatre	2,320.00
280	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2733122	Plumbing Supplies for Theatre	238.18
281	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2733123	Plumbing Supplies for Theatre	1,541.13
282	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2739996	Grab Bars for Theatre	178.22
283	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2740281	Plumbing Supplies for Theatre	74.12
284	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2741446	Plumbing Supplies for Theatre	1,083.00

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285	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2741447	Plumbing Supplies for Theatre	110.51
286	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2742572	Plumbing Supplies for Theatre	1,218.73
287	7045	Supplies - Building R&M	8073 Crystal Maintenance Services Corporation	27593	1486 Miner Cleaning 06/25/2021	250.00
288	7045	Supplies - Building R&M	5201 Material Systems Inc	353157	Fixed Ladder for Theatre	1,335.00
289	7045	Supplies - Building R&M	1527 Sherwin-Williams Company, The	4048-0	Paint for Theater	42.08
290	7045	Supplies - Building R&M	1527 Sherwin-Williams Company, The	4218-9	Paint for Theater	50.21
291	7045	Supplies - Building R&M	1437 Des Plaines Material & Supply LLC	435561	Mission Coupling for Theatre	26.68
292	7045	Supplies - Building R&M	1437 Des Plaines Material & Supply LLC	435562	Primer & Cement for Theatre	25.94
293	7045	Supplies - Building R&M	7146 JOS Services Inc	4595	Plumbing Labor 6/16/21 for Theatre	1,000.00
294	7045	Supplies - Building R&M	1702 Diamond Paint & Home Center LLC	6465	Stain for Theatre	16.95
295	7045	Supplies - Building R&M	1057 Menard Incorporated	81812	Caulk & Storage Totes @ Theatre	57.94
296	7045	Supplies - Building R&M	1057 Menard Incorporated	81872	Wood @ Theatre	527.95
297	7045	Supplies - Building R&M	1057 Menard Incorporated	81918	Pipe Insulation/ Grilles/ Etc. @ 1486 Miner	154.66
298	7045	Supplies - Building R&M	1057 Menard Incorporated	81933	HVAC Grill @ Theatre	11.49
299	7045	Supplies - Building R&M	1057 Menard Incorporated	81964	Rubber Wall Base & Adhesive @ Theatre	96.90
300	7045	Supplies - Building R&M	1057 Menard Incorporated	81968	Oak Caps, Wood Glue, Etc. @ Theatre	166.54
301	7045	Supplies - Building R&M	1057 Menard Incorporated	82008	Cement for Theatre	27.81
302	7045	Supplies - Building R&M	1057 Menard Incorporated	82011	Mixer/Brushes/Cleaner/PVC @ Theatre	105.81
303	7045	Supplies - Building R&M	1057 Menard Incorporated	82241	Link at Theatre	7.74
304	7045	Supplies - Building R&M	1057 Menard Incorporated	82247	Drain Pipe Parts at Theatre	463.69
305	7045	Supplies - Building R&M	1057 Menard Incorporated	82251	J Hook Hanger at Theatre	7.58
306	7045	Supplies - Building R&M	1057 Menard Incorporated	82267	Adhesive/Water/Pail at Theatre	95.84
307	7045	Supplies - Building R&M	1057 Menard Incorporated	82284	Primer/Drywall Compound/Etc. at Theatre	111.49
308	7045	Supplies - Building R&M	1057 Menard Incorporated	82291	Screws/PVC/ Lumber for Theatre	112.52
309	7045	Supplies - Building R&M	1057 Menard Incorporated	82341	Step Off Mats, Oak Casing, Etc. at Theatre	541.07
310	7045	Supplies - Building R&M	1057 Menard Incorporated	82363	Drain Sock for Theatre	60.94

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
311	7045	Supplies - Building R&M	1057 Menard Incorporated	82392	4" Sewer Pipe for Theatre	45.33
312	7045	Supplies - Building R&M	1057 Menard Incorporated	82394	Plumbing Elbow for Theatre	7.78
313	7045	Supplies - Building R&M	1057 Menard Incorporated	82420	Oak Casement for Theatre	171.50
314	7045	Supplies - Building R&M	1057 Menard Incorporated	82435	Teflon Tape and Cap for Theatre	13.31
315	7045	Supplies - Building R&M	1057 Menard Incorporated	82439	Cleanout Covers at Theatre	8.89
316	7045	Supplies - Building R&M	1057 Menard Incorporated	82442	Shims & Nails at Theatre	86.32
317	7045	Supplies - Building R&M	1057 Menard Incorporated	82485	Wood Filler/Cleaner/Wood/Drywall Compound/Etc. at Theatre	374.87
318	7045	Supplies - Building R&M	1057 Menard Incorporated	82500	Drywall and Adhesive for Theatre	268.37
319	7045	Supplies - Building R&M	1057 Menard Incorporated	82677	Towels for Clean Up for Theatre	21.96
320	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	939	Grille @1486 Miner Street	43.17
321	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	943	Screws @ Theatre	45.88
322	7045	Supplies - Building R&M	4583 Argon Electric Company, Inc	9447	Electrical Punchlist Repairs @ 1486 Miner 06/21-06/26/2021	2,289.00
323	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	950	Fasteners @ Theatre	16.70
324	7045	Supplies - Building R&M	1043 WW Grainger Inc	9948282992	Door Closer @ Theatre	108.10
325	7045	Supplies - Building R&M	1043 WW Grainger Inc	9948967337	Facility Sign @ Theatre	41.35
326	7045	Supplies - Building R&M	1043 WW Grainger Inc	9948967352	Access Doors @ Theatre	176.79
327	7045	Supplies - Building R&M	1043 WW Grainger Inc	9950137324	Access Doors @ Theatre	32.41
328	7045	Supplies - Building R&M	1043 WW Grainger Inc	9950137332	Access Doors @ Theatre	149.86
329	7045	Supplies - Building R&M	1043 WW Grainger Inc	9950137357	Credit for Returned Access Doors from Theatre	(98.92)
330	7045	Supplies - Building R&M	1043 WW Grainger Inc	9950866708	Access Doors @ Theatre	92.17
331	7045	Supplies - Building R&M	8201 Gexpro	S131070910.001	Exit Combo Lights @ Theatre	733.95
332	7045	Supplies - Building R&M	8201 Gexpro	S131119651.001	Exit Combo Lights @ Theatre	552.87
333	7045	Supplies - Building R&M	8366 Connexion	S1776191.003	Electric Supplies for Theatre	95.74
334	7045	Supplies - Building R&M	8366 Connexion	S1781629.001	Electric Supplies for Theatre	792.00
335	7045	Supplies - Building R&M	8366 Connexion	S1783118.003	Electric Supplies for Theatre	127.15

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
336	7045	Supplies - Building R&M	8366 Connexion	S1783118.005	Electric Supplies for Theatre	63.63
337	7045	Supplies - Building R&M	8366 Connexion	S1783118.04	Tools & Hardware @ Theatre	21.21
338	7045	Supplies - Building R&M	8366 Connexion	S1783661.001	Electric Supplies for Theatre	916.39
339	7045	Supplies - Building R&M	8366 Connexion	S1783820.001	Electric Supplies for Theatre	12.50
340	7045	Supplies - Building R&M	8366 Connexion	S1783820.003	Electric Supplies for Theatre	419.00
341	7045	Supplies - Building R&M	8366 Connexion	S1783993.001	Electric Supplies for Theatre	974.56
342	7045	Supplies - Building R&M	8366 Connexion	S1784476.001	Electric Supplies for Theatre	74.95
343	7045	Supplies - Building R&M	8366 Connexion	S1784927.001	Electric Supplies for Theatre	39.30
344	7045	Supplies - Building R&M	8366 Connexion	S1785170.001	Electric Supplies for Theatre	345.48
345	7045	Supplies - Building R&M	8366 Connexion	S1785718.001	Electric Supplies for Theatre	13.79
346	7045	Supplies - Building R&M	8366 Connexion	S1786044.001	Electrical Supplies for Theatre	75.80
347	8100	Improvements	8070 Walsh Construction Company II LLC	CivicDeck-P17	Civic Deck Application #17 - 06/01-06/30/2021, R-204-19	345,632.00
Total 430 - Facilities Replacement Fund					440,031.15	

Fund: 500 - Water/Sewer Fund						
Non Departmental						
Division: 550 - Water Systems						
348	6015	Communication Services	1027 Call One	423720	Communication Service 07/15-08/14/2020	1,501.36
349	6140	Leases	1562 Wisconsin Central LTD	9500226968	Lease Water Easement 8/1/2021-7/31/2022 Doc 3155W	388.97
350	6180	Water Sample Testing	1642 Suburban Laboratories, Inc	190883	IEPA Testing - 06/01/2021-06/25/2021	816.00
351	6195	Miscellaneous Contractual Services	2506 Trotter & Associates Inc	18634	SCADA Meeting - 06/03/2021	624.00
352	6195	Miscellaneous Contractual Services	2965 State Fire Marshal	9640301	Boiler Inspection - Maple Street - 01/25/2021	70.00
353	6305	R&M Equipment	1088 Atlas Bobcat LLC	719218	Hydraulic Leak Repair & Etc. - PW 9026 - 07/07/2021	511.51
354	6305	R&M Equipment	1154 West Side Tractor Sales	187166	Backhoe Repair - PW 9009 - 07/14/2021	17,864.19
355	7020	Supplies - Safety	4093 White Cap LP	50016027169	Lanyards & Harnesses	183.86
356	7030	Supplies - Tools & Hardware	1709 Ziebell Water Service Products Inc	254160-000	Manhole Hook	48.00
357	7035	Supplies - Equipment R&M	7958 Vermeer-Illinois Inc	PG4822	Air Filters - PW 9040	494.64
358	7035	Supplies - Equipment R&M	7958 Vermeer-Illinois Inc	PG4829	Returned Filters - PW 9060	(477.79)

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
359	7035	Supplies - Equipment R&M	7958 Vermeer-Illinois Inc	PG4854	Air Filters - PW 9060	815.88
360	7040	Supplies - Vehicle R&M	6244 Valvoline LLC	133174571	Washer Solvent, Oil, Antifreeze, & Oil Dry	456.88
361	7040	Supplies - Vehicle R&M	6244 Valvoline LLC	133176269	200 Gals Bulk Engine Oil & 90 Gals Hydraulic Oil	610.30
362	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	504412P	Brake Cable - PW 9033	23.32
363	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	506987P	2 Brake Line Hoses - PW 9051	77.08
364	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	507064P	Stabilizer Bar - PW 9051	168.00
365	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-801741	Brake Calipers, Core Deposits, & Track Bar - PW 9051	430.21
366	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-801926	Returned Track Bar - PW 9051	(88.87)
367	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10390380	Black Dirt & Grass Seed - Restorations	153.95
368	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10398695	3.0 Cu Yds Top Soil - 07/02/2021	88.95
369	7070	Supplies - Water System Maintenance	1702 Diamond Paint & Home Center LLC	220000005728	Hydrant Paint & Paint Brush	96.66
370	7070	Supplies - Water System Maintenance	1072 Prairie Material	890075159	1.0 Cu Yd Concrete - Repairs - 06/17/2021	328.25
371	7070	Supplies - Water System Maintenance	8244 Des Plaines Ace Hardware	941	Brass Fittings & Thread Seal Tape	7.18
372	7070	Supplies - Water System Maintenance	6992 Core & Main LP	P157611	Hydrant Extension	1,500.00
373	7105	Wholesale Water - NWWC	2901 Northwest Water Commission	07062021	Wholesale Water Purchase - June 2021 R-183-14	333,960.48
374	7120	Gasoline	8331 Avalon Petroleum Company Inc	467329	3,301 Gals Unleaded Gasoline - 06/23/2021, R-163-20	1,366.90
375	7130	Diesel	8331 Avalon Petroleum Company Inc	029057	1,399 Gals Bio Diesel Fuel - 06/23/2021, R-163-20	612.35
376	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	39914	CL2 Cylinder	319.00
377	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	41204	Chlorine Cylinder Rental - 06/30/2021	301.00
378	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	41205	Chlorine Cylinder Rental - 06/29/2021	67.50
379	8015	Equipment	6037 Southern Computer Warehouse Inc	IN-000698452	Ubiquiti air Fiber AF24HD Wireless Dishes	10,825.36
Total 550 - Water Systems					374,145.12	

Division: 560 - Sewer Systems						
380	6015	Communication Services	1027 Call One	423720	Communication Service 07/15-08/14/2020	481.86
381	6195	Miscellaneous Contractual Services	1559 Continental Weather Svc	193800	Weather Forecasting - July 2021	150.00

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
382	6195	Miscellaneous Contractual Services	2808 IL Environmental Protection Agency	ILR400325-A-2021	Annual Stormwater MS4 Fee 07/01/2021-06/30/2022	1,000.00
383	6340	R&M Sewer System	5737 Jamerson & Bauwens Electrical Contractors Inc	84750	Megger Test- Levee 50, Miner, Wheels Pump Stations - 07/08/22021	1,200.48
384	7035	Supplies - Equipment R&M	1564 EJ Equipment Inc	P30321	Repair Parts - High Lift Camera Transporter	210.07
385	7040	Supplies - Vehicle R&M	6244 Valvoline LLC	133174571	Washer Solvent, Oil, Antifreeze, & Oil Dry	274.13
386	7040	Supplies - Vehicle R&M	6244 Valvoline LLC	133176269	200 Gals Bulk Engine Oil & 90 Gals Hydraulic Oil	366.18
387	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	410868373	4 Drive Tires - PW 8020	1,732.32
388	7120	Gasoline	8331 Avalon Petroleum Company Inc	467329	3,301 Gals Unleaded Gasoline - 06/23/2021, R-163-20	584.56
389	7130	Diesel	8331 Avalon Petroleum Company Inc	029057	1,399 Gals Bio Diesel Fuel - 06/23/2021, R-163-20	452.25
390	7140	Electricity	1033 ComEd	3240002012-06.21	Electricity Service 05/25-06/24/2021	189.05
Total 560 - Sewer Systems					6,640.90	

Division: 580 - CIP - Water/Sewer						
391	6000	Professional Services	2506 Trotter & Associates Inc	18635	TO#11 Water Trans Main Improvements - 06/01-06/27/2021, R-65-21	11,540.00
392	6000	Professional Services	1606 Dixon Engineering Inc	21-8238	T-Mobile Inspection - Dulles Tank - 05/21 & 06/30/2021	1,150.00
393	6000	Professional Services	1606 Dixon Engineering Inc	21-8239	Additional Antenna Inspection - AT&T - 06/30/2021	1,250.00
394	8100	Improvements	5995 Wunderlich-Malec Services Inc	18149	TO#2 Programable Logic Controller - 05/28-07/08/2021, R-40-21	24,914.00
395	8100	Improvements	3281 Alliance Contractors Inc	2021-River-P31	R-141-18 Contract 62267 River Rd Recon 02/01-06/30/2021	20,191.82
Total 580 - CIP - Water/Sewer					59,045.82	

Total 00 - Non Departmental	439,831.84
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Department: 30 - Finance						
396	6025	Administrative Services	7961 BridgePay Network Solutions LLC	8109	Utility Web & Business License Transaction Fee for June 2021	237.20
Total 30 - Finance					237.20	

Total 500 - Water/Sewer Fund	440,069.04
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Fund: 510 - City Owned Parking Fund						
397	6015	Communication Services	1027 Call One	423720	Communication Service 07/15-08/14/2020	313.76

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
398	6015	Communication Services	1027 Call One	423720	Communication Service 07/15-08/14/2020	1,036.00
399	6195	Miscellaneous Contractual Services	1728 Total Parking Solutions Inc	105282	4G Modem Kits/Install - 10 Pay Stations - 07/13/2021	3,120.00
400	6320	R&M Parking Lots	2350 Anderson Elevator Co	INV-44088-G7D2	Elevator Maintenance July 2021	373.76
Total 510 - City Owned Parking Fund					4,843.52	

Fund: 520 - Metra Leased Parking Fund						
401	6195	Miscellaneous Contractual Services	1728 Total Parking Solutions Inc	105282	4G Modem Kits/Install - 10 Pay Stations - 07/13/2021	2,080.00
402	7540	Land Lease	1165 Union Pacific Railroad Company	June 2021	Parking Fees for June 2021	441.46
403	7540	Land Lease	1165 Union Pacific Railroad Company	May 2021	Parking Fees for May 2021	295.88
Total 520 - Metra Leased Parking Fund					2,817.34	

Fund: 600 - Risk Management Fund						
404	5345	Post-Employment Testing	1267 Northwest Community Hospital	23915	Occupational Health Services 06/04-06/13/2021	462.00
Total 600 - Risk Management Fund					462.00	

Fund: 700 - Escrow Fund						
405	2464	Hydrant Deposits	8026 Ryan Homes	Refund 07/09/21	Hydrant Usage Refund 07/09/2021	1,100.00
406	2486	Additional Contracts - Engineering	1402 DiNatale Construction Inc	2021-Concrete-P1	R-82-21 2021 CIP Concrete Improvements 06/16-06/23/2021	1,667.50
407	2493	Escrow - CED Development	4997 JMS Appraisal Group Inc	1062201	Appraisal - 1900 Mannheim Rd (Alley) - 6/22/2021	400.00
Total 700 - Escrow Fund					3,167.50	

Grand Total					1,762,792.66
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City of Des Plaines

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Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fund: 100 - General Fund						
Department: 00 - Non Departmental						
408	4210	Personal Property Replacement Tax	4999 Des Plaines Public Library	1st Qtr 2021	PPRT Allocation for 1st Qtr 2021	23,247.00
409	4210	Personal Property Replacement Tax	4999 Des Plaines Public Library	2nd Qtr 2021	PPRT Allocation 2nd Qtr 2021	23,247.00
Total 00 - Non Departmental					46,494.00	

Public Works & Engineering						
Division: 100 - Administration						
410	6300	R&M Software	6646 Tracker Software Corporation	303-012R	PubWorks Annual Support & Maint 5/1/20-4/30/22- Replaces Ck142207	5,199.00
Total 100 - Administration					5,199.00	

Division: 530 - Street Maintenance						
411	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	72263	Garbage Pickers for Fireworks at Oakton Com College	199.70
412	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	77306	Garbage Pickers for Fireworks at Oakton Com College	39.94
413	7035	Supplies - Equipment R&M	1047 Home Depot Credit Svcs	5022860	Ratchet Strap for Sidewalk Grinders	33.94
Total 530 - Street Maintenance					273.58	

Division: 535 - Facilities & Grounds Maintenance						
414	7020	Supplies - Safety	1047 Home Depot Credit Svcs	7532542	Knee Pads	63.00
Total 535 - Facilities & Grounds Maintenance					63.00	

Total 50 - Public Works & Engineering					5,535.58
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Police Department						
Division: 630 - Support Services						
415	6015	Communication Services	1009 AT&T	847R18054606-21	Communication Service 06/28-07/27/2021	63.55
Total 630 - Support Services					63.55	

Total 60 - Police Department					63.55
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Department: 90 - Overhead						
416	6015	Communication Services	1032 Comcast	06/01/2021 x0683	One Time Charges for Unreturned Cable Eqpt 05/29/2021	405.00

City of Des Plaines

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Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
417	6015	Communication Services	1533 Wide Open West LLC	06/22/2021 x1246	Internet/Cable Service 06/21-07/20/2021	213.07
418	6015	Communication Services	1533 Wide Open West LLC	11526044Jun2021 A	Internet/Cable Service x6044 06/21-07/20/2021	661.37
419	6015	Communication Services	1533 Wide Open West LLC	11526044Jun2021 B	Internet/Cable Service x1245 06/21-07/20/2021	1,865.09
420	6015	Communication Services	1533 Wide Open West LLC	11526044Jun2021 C	Internet/Cable Service x1246 06/21-07/20/2021	840.00
421	6015	Communication Services	1533 Wide Open West LLC	11526044Jun2021 E	Internet/Cable Service x5988 06/21-07/20/2021	127.90
422	7500	Postage & Parcel	1700 United States Postal Service	PI-5 2021/2022	USPS Marketing Mail 07/17/2021-07/16/2022	245.00
Total 90 - Overhead					4,357.43	

Total 100 - General Fund	56,450.56
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Fund: 430 - Facilities Replacement Fund						
423	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2193533A	Glass Block Return from Theatre	(1,165.97)
424	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2353266	Doors for Theatre	838.00
425	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2353274	Doors for Theatre	2,095.00
426	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2815286	Glass Block for Theatre	2,449.56
427	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	3024495	Drywall, Wood Putty & Lambs Wool for Theatre	207.03
428	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	3171543A	Return 3/8 Angle from Theatre	(55.41)
429	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4021263A	Aluminum Stock, Bolts & Quick Links for Theatre	20.72
430	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4542210	Door Mat for Ticket Booth at Theatre	51.88
431	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	5077923	Floor Mats for Theatre	81.96
432	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	5545829	Framing Fuel, Screws, Wood Putty, Etc. for Theatre	65.64
433	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	5623428	Adhesive for Theatre	176.26
434	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	5970067	Lights for Theatre	142.89
435	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	6024188	Newel Posts for Theatre	239.68
436	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	6164721	Emergency Light for Theatre	199.76
437	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	6935031	Lights for Theatre	264.60

City of Des Plaines

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Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
438	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	7020756	Lumber & Drywall for Theatre	257.24
439	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	7027189	Wall Base for Theatre	491.79
440	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	7932574	Emergency Light for Theatre	249.70
441	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8020567	Screws, Framing Fuel, Steel Track, Etc. for Theatre	371.63
442	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8903198	Plywood Return from Theatre	(1,383.14)
443	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	9025293	Rollers, Washers, Screws, Etc. at Theatre	112.18
444	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	9026740	Tile Drill Bits for Theatre	58.74
Total 430 - Facilities Replacement Fund					5,769.74	

Fund: 500 - Water/Sewer Fund						
Division: 550 - Water Systems						
445	6015	Communication Services	1533 Wide Open West LLC	11526044Jun2021 D	Internet/Cable Service x0573 06/21-07/20/2021	413.33
Total 550 - Water Systems					413.33	

Total 500 - Water/Sewer Fund					413.33
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Fund: 600 - Risk Management Fund						
446	4805	Reimb Work Comp Lost Time Claim	1061 Municipal Insurance Cooperative Agency	W001672111A	Excess Reimbursement-Thomas Richard vs City of Des Plaines	174,752.35
Total 600 - Risk Management Fund					174,752.35	

Grand Total					237,385.98
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City of Des Plaines

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JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund					
Elected Office					
Division: 110 - Legislative					
447	7310	Publications	1050 Journal & Topics Newspapers	PC - 31507	June 2021 Online Newspaper Subscription-Mayor's Office 5.99
Total 110 - Legislative					5.99
Division: 120 - City Clerk					
448	6100	Publication of Notices	1753 American Public Works Association - APWA	PC - 31540	Maintenance Operator Job Posting 06/03-07/17/2021 325.00
449	7200	Other Supplies	4348 Amazon.Com	PC - 31542	Credit for 1 Coat Rack Not Delivered (29.55)
Total 120 - City Clerk					295.45
Total 10 - Elected Office					301.44
City Administration					
Division: 210 - City Manager					
450	6195	Miscellaneous Contractual Services	8153 Zoom Video Communications Inc	PC - 31549	Zoom Video Conferencing Service 6/26-07/25/2021 14.99
451	7550	Miscellaneous Expenses	4444 Misc Vendor for Procurement Card	PC - 31548	Notary Public Renewal Service, Insurance and Supplies 131.95
Total 210 - City Manager					146.94
Division: 230 - Information Technology					
452	6000	Professional Services	4444 Misc Vendor for Procurement Card	PC - 31602	Hosting Services for IT Department May 2021 5.00
453	6000	Professional Services	4444 Misc Vendor for Procurement Card	PC - 31604	Hosting Services for IT Department 06/01-06/07/021 1.17
454	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 31601	Monthly Secure Express Renewal 5/31/21 - 6/27/21 7.99
455	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 31616	Monthly Secure Express Renewal 6/28/21 - 7/26/21 7.99
456	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31603	Apple USB C Power Adapters for City Use 61.16
457	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31605	Cable Matters Power and Extension Chords for City Use 36.15
458	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31606	SD Card Readers for City Use 53.97
459	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31607	Laptop Tablet Bags for City Use 157.00
460	7320	Equipment < \$5,000	8260 GPSCity.com	PC - 31609	Ram Mounting Kit for Police Squad Cars 323.01
461	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31610	Dell Laptop AC Adapter for City Use 49.58
462	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31612	Ubiquiti PowerBeam AirMax Bridge for City Use 365.00

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
463	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31615 Pure Sine Wave Power Inverter for PD Squad Cars	279.80
Total 230 - Information Technology					1,347.82

Division: 240 - Media Services						
464	6195	Miscellaneous Contractual Services	5096 iStock	PC - 31523	iStock Essentials 25/Pkg for Illustration Rights 6/29- 7/28/21	65.00
465	6535	Subsidy - Youth Commission	1076 Sam's Club Direct	PC - 31522	Supplies for Youth Commission Co-Rec Softball BBQ 6/19/21	629.00
466	7200	Other Supplies	4348 Amazon.Com	PC - 31541	Two Coat Racks	59.11
467	7300	Uniforms	1538 Lands' End Business Outfitters	PC - 31546	Des Plaines Apparel for Media Services Director	86.85
468	7320	Equipment < \$5,000	1091 B&H Photo-Video	PC - 31547	Timing Device for City Council Meetings	1,117.00
Total 240 - Media Services					1,956.96	

Total 20 - City Administration					3,451.72
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Public Works & Engineering						
Division: 100 - Administration						
469	6195	Miscellaneous Contractual Services	8153 Zoom Video Communications Inc	PC - 31504	Zoom Subscription 06/07- 07/06/2021 - Asst Dir of PW/ENG	14.99
Total 100 - Administration					14.99	

Division: 535 - Facilities & Grounds Maintenance						
470	6135	Rentals	1047 Home Depot Credit Svcs	PC - 31584	Carpet Cleaner Rental Credit - Police - 06/17/2021	(23.55)
471	6135	Rentals	1047 Home Depot Credit Svcs	PC - 31585	Carpet Cleaner Rental Deposit - Police - 06/17/2021	50.00
472	6315	R&M Buildings & Structures	4633 Walgreen Co	PC - 31519	Two 11x14 Prints of Elected Officials for City Hall Display 06/09/2021	21.98
473	6315	R&M Buildings & Structures	1149 Wal*Mart Stores, Inc	PC - 31520	One 8x8 Print on Canvas for City Hall Lobby Display 06/14/2021	19.76
474	6315	R&M Buildings & Structures	4633 Walgreen Co	PC - 31521	One 11x14 Print of Elected Official for City Hall Display 06/15/2021	10.99
475	6315	R&M Buildings & Structures	7287 House of Granite & Marble Company	PC - 31575	Cut and Polish Clerk's Transaction Counter 06/02/2021 - City Hall	463.50
476	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 31576	Door System Connectors - City Hall	9.50
Total 535 - Facilities & Grounds Maintenance					552.18	

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
Division: 540 - Vehicle Maintenance					
477	7030	Supplies - Tools & Hardware	4348 Amazon.Com	PC - 31524	Cam Tool - PW Shop 34.98
Total 540 - Vehicle Maintenance					34.98

Total 50 - Public Works & Engineering					602.15
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Police Department					
Division: 610 - Uniformed Patrol					
478	5325	Training	7221 Imprimus Forensic Services LLC	PC - 31516	Training D850 Camera 6/3/2021 (9 ETS) 400.00
479	5325	Training	1522 IL Association of Chiefs of Police	PC - 31526	Safe-T Act Training 6/28/2021 (1 Deputy Chief) 45.00
480	6300	R&M Software	1143 Crash Data Group	PC - 31527	Crash Data Recon Software Subscription Renewal 6/2/21-6/2/22 1,250.00
481	6300	R&M Software	6615 Expert Witness Services Inc	PC - 31593	2021 AutoStats Computer Database Update 515.00
482	6300	R&M Software	6615 Expert Witness Services Inc	PC - 31595	2017-2020 StifCales Computer Software Update 520.00
Total 610 - Uniformed Patrol					2,730.00

Division: 620 - Criminal Investigation					
483	5325	Training	4360 Paypal	PC - 31590	Req'd Reporter Web Class-IL Mental Health Couns Acad-1 Soc Wkr 60.00
Total 620 - Criminal Investigation					60.00

Division: 630 - Support Services					
484	5325	Training	8442 Ryan & Associates Public Relations	PC - 31529	PIO Boot Camp 11/15-11/18/2021 (1 Ofc, 1 Cmdr) 1,190.00
485	5325	Training	1470 IL Tactical Officers Assoc	PC - 31597	Safe-T Act Training 6/21/2021 (1 Ofc) 25.00
486	7310	Publications	7971 Blue 360 Media LLC	PC - 31596	Illinois Criminal and Traffic Law Manual (3) 228.74
487	7320	Equipment < \$5,000	1244 Ray O'Herron Company Inc	PC - 31598	MK-3 Mace (7), MK-3 Inert (7) Slim Jim (6), Etc. for New Hires 474.59
488	7550	Miscellaneous Expenses	2318 Jewel Food Stores	PC - 31591	Cake for Retirement Function 6/3/2021 29.99
489	8010	Furniture & Fixtures	4348 Amazon.Com	PC - 31600	Chair for Desk Area 260.73
Total 630 - Support Services					2,209.05

Total 60 - Police Department					4,999.05
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Fire Department					
Division: 100 - Administration					
490	5310	Membership Dues	4348 Amazon.Com	PC - 31552	Amazon Prime Membership 06/09/2021-06/08/2022 119.00

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
491	7000	Office Supplies	4633 Walgreen Co	PC - 31551	Post-It Notes, Mechanical Pencils, Etc.	29.23
492	7550	Miscellaneous Expenses	4444 Misc Vendor for Procurement Card	PC - 31586	Card Used in Error	225.00
493	7550	Miscellaneous Expenses	4444 Misc Vendor for Procurement Card	PC - 31587	Credit for Usage in Error	(225.00)
Total 100 - Administration					148.23	

Division: 710 - Emergency Services						
494	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 31553	EMT License Renewal 6/30/21-6/30/25 - 1 Lieutenant	21.00
495	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 31554	EMT License Renewal 6/30/21-6/30/25 - 1 Lieutenant	21.00
496	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 31555	EMT License Renewal 6/30/21-6/30/25 - 1 Engineer	21.00
497	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 31556	Paramedic License Renewal 6/30/21-6/30/25 - 1 Paramedic	41.00
498	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 31557	EMT License Renewal 6/30/21-6/30/25 - 1 Deputy Chief	21.00
499	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 31558	Paramedic License Renewal 6/30/21-6/30/25 - 1 Engineer	41.00
500	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 31559	Paramedic License Renewal 6/30/21-6/30/25 - 1 Paramedic	41.00
501	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 31560	EMT License Renewal 6/30/21-6/30/25 - 1 Engineer	21.00
502	7000	Office Supplies	4348 Amazon.Com	PC - 31562	10 Pack of Yellow 4x6 Pocket Notebooks	58.04
503	7200	Other Supplies	1057 Menard Incorporated	PC - 31550	Red Rosin Paper, Ratchetx, Etc. for Training Supplies	384.77
504	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31563	Tire Inflator Gage - Station 63	87.69
505	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31564	M Style Plug - Station 63	5.95
Total 710 - Emergency Services					764.45	

Division: 730 - Emergency Management Agency						
506	7000	Office Supplies	4348 Amazon.Com	PC - 31561	10 Flash Drives - EMA	149.30
Total 730 - Emergency Management Agency					149.30	

Total 70 - Fire Department					1,061.98
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Department: 75 - Fire & Police Commission						
507	7550	Miscellaneous Expenses	6163 Portillos Hot Dogs LLC	PC - 31528	Lunch for BFPC Meeting 6/4/2021	77.47

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
508	7550	Miscellaneous Expenses	4413 Panera Bread Company	PC - 31588 Lunch for BFPC Meeting 6/3/2021	98.46
Total 75 - Fire & Police Commission					175.93

Department: 90 - Overhead						
509	6015	Communication Services	1533 Wide Open West LLC	PC - 31611	Circuit Payment for 1313 Oakton 05/21-06/20/2021	983.47
510	6140	Leases	3827 Pitney Bowes Inc	PC - 31617	Mailing Machine Lease 2nd Qtr 2021 - PO 2018-199	1,032.72
Total 90 - Overhead					2,016.19	

Total 100 - General Fund					12,608.46
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Fund: 260 - Asset Seizure Fund						
Program: 2610 - Customs						
511	7320	Equipment < \$5,000	1091 B&H Photo-Video	PC - 31517	Camera Lens Filter and Cleaning Kit	84.90
512	7320	Equipment < \$5,000	1091 B&H Photo-Video	PC - 31518	Camera Flash Shoe	9.26
Total 2610 - Customs					94.16	

Program: 2620 - DEA						
513	5325	Training	3551 IL Crisis Negotiators Association	PC - 31592	2021 IL Crisis Negotiator Training Conf. 9/27-10/1/2021 (6 Ofc)	1,855.00
514	6305	R&M Equipment	4348 Amazon.Com	PC - 31589	Replacement Valve Adapter for TRT Pepperball Gun	26.90
515	6305	R&M Equipment	4348 Amazon.Com	PC - 31594	Rebuild Kit for TRT Pepperball Gun	26.59
516	7300	Uniforms	8138 Proper International Sales Inc	PC - 31599	TRT Uniform for New Operator	109.96
Total 2620 - DEA					2,018.45	

Program: 2640 - Forfeit						
517	5325	Training	4444 Misc Vendor for Procurement Card	PC - 31530	K-9 Jager Re-Certification (Patrol and Narcotics) 8/8-8/13/2021	450.00
518	6195	Miscellaneous Contractual Services	7186 Bentley's Pet Stuff-SC	PC - 31543	Dog Wash for K9 Jager 6/8/2021	9.00
519	7200	Other Supplies	5065 Pet Supplies Plus	PC - 31544	30 Lb Bag of Dog Food for K9 Jager 6/9/2021	59.98
520	7200	Other Supplies	5010 Petsmart Home Office, Inc	PC - 31545	Food for K9 Jager 6/29/2021	45.99
Total 2640 - Forfeit					564.97	

Total 260 - Asset Seizure Fund					2,677.58
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Fund: 420 - IT Replacement Fund						
521	8005	Computer Hardware	4348 Amazon.Com	PC - 31608	Ubiquiti Network Appliance for IT Department	993.22

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JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
522	8005	Computer Hardware	4348 Amazon.Com	PC - 31613	APC UPS Battery Backup for City Use	249.95
523	8005	Computer Hardware	8415 Ubiquiti Inc	PC - 31614	Ubiquiti 48 Port Switch for City Use	1,099.00
Total 420 - IT Replacement Fund					2,342.17	

Fund: 430 - Facilities Replacement Fund						
524	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	PC - 31508	Washers, Wood Putty, Etc. - Theatre	455.29
525	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	PC - 31509	Fasteners - Theatre	9.98
526	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	PC - 31510	Staining Supplies - Theatre	227.42
527	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	PC - 31511	Molding, Drywall, Etc. - Theatre	974.11
528	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	PC - 31512	Molding - Theatre	136.68
529	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	PC - 31513	Hand Rail - Theatre	354.17
530	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	PC - 31514	Oak Kit Return - Theatre	(230.72)
531	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	PC - 31515	Door - Theatre	330.00
532	7045	Supplies - Building R&M	4444 Misc Vendor for Procurement Card	PC - 31531	Toilet System - Theatre	1,399.95
533	7045	Supplies - Building R&M	4444 Misc Vendor for Procurement Card	PC - 31532	Electrical Supplies - Civic Deck	1,751.78
534	7045	Supplies - Building R&M	4444 Misc Vendor for Procurement Card	PC - 31533	Toilet System - Theatre	1,399.95
535	7045	Supplies - Building R&M	4444 Misc Vendor for Procurement Card	PC - 31534	Electrical Supplies - Civic Deck	985.29
536	7045	Supplies - Building R&M	4444 Misc Vendor for Procurement Card	PC - 31535	Ceiling Tiles - Theatre	448.50
537	7045	Supplies - Building R&M	4444 Misc Vendor for Procurement Card	PC - 31536	Electrical Supplies - Civic Deck	1,504.97
538	7045	Supplies - Building R&M	4444 Misc Vendor for Procurement Card	PC - 31537	Electrical Supplies - Civic Deck	1,637.70
539	7045	Supplies - Building R&M	4444 Misc Vendor for Procurement Card	PC - 31538	State Fire Marshall Elevator Fee for Placard - Theatre	31.00
540	7045	Supplies - Building R&M	4444 Misc Vendor for Procurement Card	PC - 31539	Angle Aluminum Channel - Theatre	38.68
541	7045	Supplies - Building R&M	4444 Misc Vendor for Procurement Card	PC - 31577	Stain - Theatre	14.85
542	7045	Supplies - Building R&M	8229 Foundation Building Materials	PC - 31578	Steel Studs and Tracks - Theatre	878.04
543	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	PC - 31579	Tapcons, Wood Studs - Theatre	347.39
544	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	PC - 31580	Self Leveling Concrete - Theatre	193.37

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
545	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	PC - 31581	Drywall Screws, Caulk, Etc. - Theatre	238.06
546	7045	Supplies - Building R&M	4444 Misc Vendor for Procurement Card	PC - 31582	Stain - Theatre	25.58
547	7045	Supplies - Building R&M	4444 Misc Vendor for Procurement Card	PC - 31583	Emergency Lights - Theatre	449.75
Total 430 - Facilities Replacement Fund					13,601.79	

Fund: 500 - Water/Sewer Fund						
Division: 550 - Water Systems						
548	7035	Supplies - Equipment R&M	4444 Misc Vendor for Procurement Card	PC - 31525	Seat Belt Kit - PW 9014	75.00
549	7070	Supplies - Water System Maintenance	4348 Amazon.Com	PC - 31505	iPhone Flash Drive	39.48
550	7070	Supplies - Water System Maintenance	4348 Amazon.Com	PC - 31506	CAT 6E Cable - Water Towers	2,159.60
Total 550 - Water Systems					2,274.08	

Total 500 - Water/Sewer Fund					2,274.08
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Grand Total					33,504.08
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City of Des Plaines

Warrant Register 08/02/2021

Summary

	<u>Amount</u>		<u>Transfer Date</u>
Automated Accounts Payable	\$ 1,762,792.66	**	8/2/2021
Manual Checks	\$ 237,385.98	**	7/16/2021
Payroll	\$ 1,346,437.85		7/16/2021
RHS Payout	\$ -		
Electronic Transfer Activity:			
JPMorgan Chase Credit Card	\$ 33,504.08	**	7/25/2021
Chicago Water Bill ACH	\$ 208,258.03		7/30/2021
Postage Meter Direct Debits			
Utility Billing Refunds	\$ -		
Debt Interest Payment	\$ -		
FEMA Buyout - 329 Hawthorne Lane	\$ 312,000.00		7/16/2021
Property Purchase - 1319 E Oakton	\$ 236,000.00		7/9/2021
IMRF Payments	\$ 133,360.63		7/7/2021
Employee Medical Trust			
Total Cash Disbursements:	\$ 4,269,739.23		

* Multiple transfers processed on and/or before date shown

** See attached report

Adopted by the City Council of Des Plaines

This Second Day of August 2021

Ayes _____ Nays _____ Absent _____

Jessica M. Mastalski, City Clerk

Andrew Goczkowski, Mayor



FINANCE DEPARTMENT

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5300
desplaines.org

MEMORANDUM

Date: July 19, 2021
To: Michael G. Bartholomew, City Manager
From: Dorothy Wisniewski, Assistant City Manager / Director of Finance
Subject: Eligible Uses of the Coronavirus State and Local Fiscal Recovery Funds

Issue: To present an overview of the Coronavirus State and Local Fiscal Recovery Funds and to provide an update on the eligible uses.

Analysis: On March 11, 2021, the American Rescue Plan Act (“ARPA”) was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds program. This program is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses.

At the May 24, 2021 Council Meeting, the City Council approved staff’s submission of a request for Coronavirus State and Local Fiscal Recovery Funds to the United States Department of Treasury (“US Treasury”). The City was notified it will receive funding of \$7,787,945.00 directly from the US Treasury in two tranches, the first of which was received in June in the amount of \$3,893,972.50 with the second to be received in approximately twelve months.

Eligible uses of the Coronavirus State and Local Fiscal Recovery Funds fall into four broad categories:

1. Public Health/Negative Economic Impacts: To respond to the COVID-19 public health emergency or its negative economic impacts;
2. Premium Pay: To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to such eligible workers of the recipient, or by providing grants to eligible employers that have eligible workers who performed essential work;
3. Revenue Loss: For the provision of government services, to the extent of the reduction in revenue due to the COVID-19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; and
4. Investments in Water, Sewer, Stormwater and Broadband Infrastructure: To make necessary investments in water, sewer, stormwater or broadband infrastructure.

The funds may be used to cover eligible costs incurred by the City during the period that begins on March 3, 2021 and ends on December 31, 2024, as long as the award funds for the obligations incurred by December 31, 2024 are expended by December 31, 2026. Costs for projects incurred by the City prior to March 3, 2021

are not eligible.

Public Health/Negative Economic Impacts

The City may use this funding to address a broad range of public health needs across COVID-19 mitigation, medical expenses, behavioral healthcare, and public health resources. Additionally, to help alleviate economic hardships caused by the pandemic, the funds may be used to provide a wide range of assistance to individuals and households, small businesses, and impacted industries. Among other services, examples of eligible Public Health/Negative Economic Impacts uses include the following:

- Payroll and benefits, to the extent that the employee's services are devoted to mitigating or responding to the emergency;
- Expenses related to COVID-19 vaccination programs and sites, including staffing, acquisition of equipment or supplies, facilities costs, and information technology or other administrative expenses;
- Aid to impacted industries such as tourism, travel and hospitality; and
- Direct assistance to households, small businesses, and nonprofits.

Premium Pay

The funds may be used to provide premium pay to eligible essential workers during the COVID-19 public health emergency or to provide grants to third-party employers with eligible essential workers. The City would be permitted to use the funds to offer retrospective premium pay for work previously performed. Essential workers must be physically present at their jobs and include, among others:

- Staff at nursing homes, hospitals, and home-care settings;
- Workers at grocery stores and restaurants;
- Janitors and sanitation workers;
- Public health and safety staff;
- Childcare workers, educators, and school educators; and
- Social service and human services staff.

Revenue Loss

ARPA allows the City to use the funds to replace lost revenue. As detailed in the US Treasury's guidance, the extent of the City's reduction in revenue will be computed by comparing actual general revenue to an alternative ("Counterfactual") representing what could have been expected to occur in the absence of the pandemic. In calculating Counterfactual revenue, the guidance allows the City to use a growth rate equal to the greater of 4.1% or the average annual revenue growth over the three full fiscal years prior to the COVID-19 outbreak. For administrative convenience, the US Treasury's guidance allows the City to presume that any diminishment in general revenue is due to the COVID-19 public health emergency. Once a shortfall in general revenue is identified, the City has broad latitude to use the funding to support government services, up to the amount of lost revenue. Examples of eligible government services include:

- Maintenance of infrastructure or pay-go spending for building of new infrastructure, including roads
- Modernization of cybersecurity, including hardware
- Environmental remediation
- School or educational services
- The provision of police, fire, and other public safety measures

Ineligible uses of the funds in this category are identified in the US Treasury's guidance and include interest or principal on any outstanding debt instrument, fees or issuance costs associated with the issuance of new debt, and replenishing financial reserves (e.g., rainy day or other reserve funds).

Based on the US Treasury’s definition of general revenue, which excludes federal grants and federal pass through grants, the City’s entity-wide revenue loss is shown in the table below. The Revenue (Loss) / Gain column is the difference between 2020 Actual Revenue and 2020 Counterfactual Revenue (4.1% Growth). The City’s lost revenue as of December 31, 2020 is \$21,808,660 as indicated below.

Revenue	2020 Counterfactual		2020 Actual Revenue	Revenue (Loss) / Gain
	2019 Actual Revenue	Revenue (4.1% Growth)		
Property Taxes	31,195,107	32,474,106	32,878,395	404,289
Local Taxes				
Utility Taxes	3,597,332	3,744,823	2,877,443	(867,380)
Gas and Use Tax	394,863	411,052	348,219	(62,833)
Franchise Tax	746,771	777,389	681,466	(95,923)
Food and Beverage Tax	1,415,745	1,473,791	1,002,905	(470,886)
Telecommunication Tax	1,641,005	1,708,286	1,449,593	(258,693)
Hotel/Motel Tax	1,917,755	1,996,383	763,390	(1,232,993)
Real Estate Transfer Tax	761,871	793,108	705,412	(87,696)
Home Rule Sales Tax	6,694,443	6,968,915	5,768,006	(1,200,909)
Gaming Tax	25,466,799	26,510,938	12,833,854	(13,677,084)
Local Motor Fuel Tax	1,567,933	1,632,218	2,012,304	380,086
Other Local Taxes	63,820	66,437	34,225	(32,212)
Total Local Taxes	44,268,337	46,083,339	28,476,817	(17,606,522)
Licenses and Permits				
Business Licenses	356,707	371,332	336,041	(35,291)
Liquor Licenses	230,193	239,631	216,127	(23,504)
Building Permits	1,736,003	1,807,179	1,250,045	(557,134)
Other Licenses and Permits	218,995	227,974	214,616	(13,358)
Total Licenses and Permits	2,541,898	2,646,116	2,016,829	(629,287)
Intergovernmental				
State Income Tax	6,229,784	6,485,205	6,531,025	45,820
Local Use Tax	1,939,124	2,018,628	2,545,557	526,929
Personal Property Replacement Tax	1,587,468	1,652,554	1,533,316	(119,238)
Municipal Sales Tax	13,288,254	13,833,072	11,634,916	(2,198,156)
Road and Bridge Tax	239,352	249,165	237,525	(11,640)
State and Local Grants	105,536	109,863	1,464,176	1,354,313
State Motor Fuel Tax	1,914,684	1,993,186	2,123,943	130,757
Other Intergovernmental	253,904	264,314	256,259	(8,055)
Total Intergovernmental	25,558,106	26,605,988	26,326,717	(279,271)
Charges for Services				
Ambulance Fees	1,899,443	1,977,320	2,075,002	97,682
Refuse Collection	3,238,402	3,371,176	3,305,870	(65,306)
Parking Lots, Garages, Permits and Other	374,889	390,259	248,331	(141,928)
Other Fees	499,152	519,617	321,427	(198,190)
Total Charges for Services	6,011,886	6,258,373	5,950,630	(307,743)
Fines, Forfeitures and Penalties	1,118,343	1,164,195	740,990	(423,205)
Investment Income	1,937,137	2,016,560	789,079	(1,227,481)
Miscellaneous	2,268,945	2,361,972	622,532	(1,739,440)
Total Revenue	114,899,759	119,610,649	97,801,989	(21,808,660)

Investments in Water, Sewer, Stormwater and Broadband Infrastructure

ARPA offers governments wide latitude to identify investments in water and sewer infrastructure that are of the highest priority for their own communities. Funds may be used to invest in an array of projects, such as building or upgrading facilities and transmission, distribution, and storage systems (including the replacement of lead service lines), improving access to clean drinking water, and improving wastewater and stormwater infrastructure systems. Funds may also be used to invest in broadband infrastructure to provide high-speed and reliable coverage.

Conclusion: This information is presented to the City Council for discussion and consensus as to the use of the American Rescue Plan funds. The attached memorandum from the Public Works and Engineering Department presents funding needs in Storm Water Management infrastructure.

Attachments:

Attachment 1 – Public Works and Engineering Memo - Future Storm Water Management Projects

MEMORANDUM

Date: July 22, 2021

To: Michael G. Bartholomew, MCP, LEED-AP, City Manager

From: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering *TPO*
Jon Duddles, P.E., CFM, Assistant Director of Public Works and Engineering *ASD*

Subject: Engineering Committee - Future Storm Water Management Projects

Issue: The Area #4 Drainage Study has been completed by Christopher B. Burke Engineering, Ltd and the results were presented at a public meeting arranged by Alderman Zadrozny with the affected residents on March 25, 2021. The purpose of this memorandum is to discuss funding possibilities to construct the \$7.5 million recommended project as well as other storm water management projects that have been deferred due to lack of funding.

Analysis: Attachment 1 is a summary of the Area #4 recommended storm water project along with four other storm water projects that have been on hold pending funding. Given the large overall costs for storm water management projects, these projects would deplete a full annual funding source (such as Capital Project Funds) on one project. As an alternative, we have separated each of the projects into street block segments in order to construct the improvements over time as the street segments become targeted for maintenance based on the Pavement Condition Index (physical condition) of the street. We would recommend that any storm sewer work be constructed in connection with programmed street improvements in the 5-year Capital Improvement Program (CIP). With the proposed 5-Year CIP plan (Attachment 3) anticipated at \$5 million per year in expenditures there would be a shortfall of approximately \$7.3 million over the 5-year period if the proposed storm sewer work is added to the affected street projects.

In order to fund these projects and not reduce programmed street improvements, we recommend the following alternative funding sources for discussion to fund the roughly \$1.5 million annual deficit:

<i>1. American Rescue Plan Act - Water, Storm and Sanitary Infrastructure Projects are eligible for this funding.</i>
<i>2. Stormwater Utility Tax – new tax based on property impervious area</i>
<i>3. Stormwater Fee - Reestablish fee that generated \$1.3 million per year</i>
<i>4. Special Service Areas - Property Owner Financial Participation Required</i>
<i>5. Bond Issue</i>

In the past, the City Council has added sunset clauses to various revenue sources in order to ease the burden on taxpayers once projects are completed. We would recommend revisiting the selected funding source every two years in order to reevaluate for possible increases or decreases, as required.

Recommendation: We recommend that the City utilize the American Rescue Plan Act funds for the next two years to construct the storm water projects programmed in the attached 5 Year CIP Program from Grant Funded Projects in the amount of \$7.5 million.

In 2024, we recommend that any future stormwater projects be constructed segmentally when the street is programmed for repair as part of the Pavement Condition Index of the Capital Improvement Program. A funding source will need to be revisited at this time in order to construct the projects.

We also recommend to revise the City’s Flood Rebate Program to increase reimbursement funding for below-grade garage conversion (approximate cost of \$40,000 per property). This would help reduce the damages to affected properties with reverse-sloped driveways that are more susceptible to overland basement flooding. This could reduce private property flooding without having to construct additional storm sewer capacity.

Attachments:

Attachment 1 – Storm Water Projects Spreadsheet

Attachment 2 – Storm Water Projects Incremental Costs

Attachment 3 – Proposed 5-Year Capital Improvement Program Project List

Attachment 4 – March 2020 Pictures

Attachment 1

5/14/2021

Storm Water Management Projects

Project	Study Location	Design Storm	Description of Drainage Problem	Proposed Project	Estimated Cost	# of Properties Affected	Cost per Affected Property	Annual cost per property for 10 year SSA		
								SSA 50/50	SSA 75/25	SSA 100
Area #4 Drainage	Area bounded by Debra Dr on the north, Sandy Ln on the south, Lillian Ln on the west, and Marshall Dr on the east	May 14-18, 2020: 8" total rainfall	1. Street flooding; overland flooding from street into below-grade garages along Debra, Westmere, and Sandy. 19 such garages located in inundation area (45 below-grade garages total in study area).	Construction of in-street box culvert storage. Volume = 3 acre-ft	\$7.5 million	Street flooding = 63; Below-grade garage flooding = 19	\$119,000			
			2. Rear yard flooding in depressional area at 674 and 682 Sandy Ln.	Construction of rear yard storm sewer and grading.	\$40,000	2	\$20,000	\$5,950	\$2,975.00	\$11,900
Forest Av Drainage	Area includes Forest Av, 5th Av to Earl Av; Cindy Ln, south of Forest Av; 4th Av, south of Forest Av; Earl Av, Wayne Dr to Forest Av	July 23, 2011: 6" rainfall, 3 hour duration	Street and front yard flooding. One below-grade garage affected.	Construction of in-street box culvert storage. Volume = 2.2 acre-ft	\$4.4 million	Street flooding = 58; Below-grade garage flooding = 1	\$75,800			
								\$3,790	\$1,895.00	\$7,580
Rawls Rd Drainage	Rawls Rd, east of Mount Prospect Rd	April 17-18, 2013: 6.48" rainfall, 19.5 hour duration	Street and parking lot flooding in industrial area	Construction of in-street box culvert storage. Volume = 1.2 acre-ft	\$2.2 million	Street flooding = 8; Parking lot flooding = 6	\$275,000			
								\$13,750	\$6,875.00	\$27,500
Craig Manor Drainage	Madelyn Dr, Mark Av, and Therese Ter, east of Timothy Ln	July 23, 2011: 6" rainfall, 3 hour duration	Street flooding; overland flooding from street into six below-grade garages along Madelyn Dr.	Construction of in-street box culvert storage. Volume = 2 acre-feet	\$3.8 million	Street flooding = 41; Below-grade flooding = 6	\$92,700			
								\$4,635	\$2,317.50	\$9,270
Oakton - Maple Drainage	Oakton St at Maple St intersection (Located in TIF District #8)	May 22, 2013: 2.38" rainfall, 13.8 hour duration	Street flooding; overland flooding from street into four adjacent commercial buildings. Also, intersection floods due to backwater from the Des Plaines River affecting Oakton St (Minor Arterial) traffic.	Construction of relief storm and combined sewers along Maple St both north and south of Oakton St.	\$1.4 million	Street and first floor flooding = 4 commercial buildings also minor arterial traffic affected in this commercial corridor.	\$350,000			
								\$17,500	\$8,750.00	\$35,000
				Total =	\$19.34 million					

5/11/2021

Area 4 Storm Water Costs per Street Segment

Street	Limits	Length	Box Culvert Size	Unit Cost			Cost			Year Street Repaired
				Low	High	Avg	Low	High	Avg	
Beau	Debra Westmere	320	10'x4'	\$ 1,576	\$ 1,810	\$ 504,320	\$ 579,200	\$ 541,760	2019	
Beau	Westmere Sandy	330	10'x4'	\$ 1,576	\$ 1,810	\$ 520,080	\$ 597,300	\$ 558,690	2019	
Debra	Lillian Beau	770	6'x3'	\$ 1,176	\$ 1,410	\$ 905,520	\$ 1,085,700	\$ 995,610	2010	
Debra	Beau Marshall	650	10'x4'	\$ 1,576	\$ 1,810	\$ 1,024,400	\$ 1,176,500	\$ 1,100,450	2010	
Sandy	Lillian Beau	810	6'x3'	\$ 1,176	\$ 1,410	\$ 952,560	\$ 1,142,100	\$ 1,047,330	2013	
Sandy	Beau Marshall	640	10'x4'	\$ 1,576	\$ 1,810	\$ 1,008,640	\$ 1,158,400	\$ 1,083,520	2013	
Westmere	Lillian Beau	760	6'x3'	\$ 1,176	\$ 1,410	\$ 893,760	\$ 1,071,600	\$ 982,680	1999	
Westmere	Beau Marshall	550	6'x3'	\$ 1,176	\$ 1,410	\$ 646,800	\$ 775,500	\$ 711,150	1999	
		<u>4,830</u>				<u>\$ 6,456,080</u>	<u>\$ 7,586,300</u>	<u>\$ 7,021,190</u>		

Volume = 2.98 Acre-ft

Below-grade garages in inundation area: 19
 619, 642, 651, 659, 667, 682, 691 Debra
 643, 658, 659, 667, 674 Westmere
 609, 617, 642, 650, 659, 666, 675, 682 Sandy

Below-grade garages in study area: 45

5/11/2021
Cindy-Forest Storm Water Costs per Street Segment

Street	Limits	Length	Box Culvert Size	Unit Cost		Cost		Avg Cost	Year Street Repaired
				Low	High	Low	High		
Forest	Fifth Earl	815	10'x4'	\$ 1,576	\$ 1,810	\$ 1,284,440	\$ 1,475,150	\$ 1,379,795	2015
Earl	Forest Wayne	365	10'x4'	\$ 1,576	\$ 1,810	\$ 575,240	\$ 660,650	\$ 617,945	2007
Cindy	Forest Lincoln	640	10'x4'	\$ 1,576	\$ 1,810	\$ 1,008,640	\$ 1,158,400	\$ 1,083,520	2003
Fourth	Forest Lincoln	600	10'x4'	\$ 1,576	\$ 1,810	\$ 945,600	\$ 1,086,000	\$ 1,015,800	Over 10 years
		<u>2,420</u>				<u>\$ 3,813,920</u>	<u>\$ 4,380,200</u>	<u>\$ 4,097,060</u>	

Volume = 2.22 Acre-ft

Below-grade garages in inundation area: 1 793 Forest

5/11/2021
Rawls Rd Storm Water Costs per Street Segment

Street	Limits	Length	Box Culvert Size	Unit Cost			Cost		
				Low	High	Avg	Low	High	Avg
Rawls	Mt. Prospect Rd east end	1,300	10'x4'	\$ 1,576	\$ 1,810	\$ 2,048,800	\$ 2,048,800	\$ 2,353,000	\$ 2,200,900
		1,300				\$ 2,048,800	\$ 2,048,800	\$ 2,353,000	\$ 2,200,900

Volume = 1.19 Acre-ft

Below-grade garages in inundation area: None (commercial area)

5/11/2021
 Craig Manor Storm Water Costs per Street Segment

Street	Limits	Length	Box Culvert Size	Unit Cost		Cost		Avg Cost	Year Street Repaired
				Low	High	Low	High		
Madelyn	Timothy Mark	570	10'x4'	\$ 1,576	\$ 1,810	\$ 898,320	\$ 1,031,700	\$ 965,010	2010
Madelyn	Mark Therese	320	10'x4'	\$ 1,576	\$ 1,810	\$ 504,320	\$ 579,200	\$ 541,760	2010
Therese	Timothy Madelyn	300	10'x4'	\$ 1,576	\$ 1,810	\$ 472,800	\$ 543,000	\$ 507,900	2018
		1,190				\$ 1,875,440	\$ 2,153,900	\$ 2,014,670	
Volume =	1.09 Acre-ft								

Below-grade garages in inundation area: 6 736, 752, 768, 773, 785 and 889 Madelyn

5/11/2021
Oakton-Maple Storm Water Costs per Street Segment

Street	Limits	Length	Storm Sewer Size	Unit Cost			Cost			Year Street Repaired
				Low	High	High	Low	High	Avg Cost	
Maple	Oakton Lincoln	470	36"	\$ 1,576	\$ 1,810	\$ 850,700	\$ 740,720	\$ 795,710		2005
Maple	Oakton Riverview	670	36"	\$ 1,576	\$ 1,810	\$ 1,212,700	\$ 1,055,920	\$ 1,134,310		2005
Volume =	1.05 Acre-ft	1,140				\$ 2,063,400	\$ 1,796,640	\$ 1,930,020		

Below-grade garages in inundation area: None (commercial area)

Note: Located in TIF District #8

Year	Branch Name	From	To	PCI Before	Cost	Work Type	Rank
2022	ANDY LN	EISENHOWER	DEAD END	59.61	\$25,526	Resurfacing	E
2022	BEAU CT NORTH	BEAU	DEAD END EAST	35.29	\$67,507	Resurfacing	E
2022	BEAU DR	DEMPSTER	GOLF	26.63	\$1,872,338	Reconstruction	C
2022	CEDAR ST	CEDAR	HOWARD	59.57	\$225,876	Resurfacing	C
2022	CINDY LN	LINCOLN	FOREST	18.5	\$550,457	Resurfacing	E
2022	COLUMBIA AVE	WOLF	DEAD END WEST	58.30	\$183,839	Reconstruction	E
2022	DAYTON PL	MIAMI	DEAD END	58.95	\$30,579	Resurfacing	E
2022	HARDING AVE	WOLF	DEAD END	55.91	\$194,901	Reconstruction	E
2022	MARSHALL DR	GOLF	DULLES	60.72	\$153,619	Resurfacing	C
2022	PAULA LN	MORSE	DEAD END	75.66	\$73,420	Resurfacing	E
2022	PROSPECT AVE	DEANE	EVERETT	57.99	\$195,770	Resurfacing	C
2022	SHANNON CT	GOLF	DEAD END	41.74	\$226,346	Resurfacing	E
2022	SOUTH LN	SUNSET	DEAD END	36.17	\$59,123	Resurfacing	E
2022	THACKER ST	GRACELAND	LEE	27.36	\$254,429	Reconstruction	B
2022	FOREST AVE	CAROL	WOLF	53.79	\$250,848	Resurfacing	E
2022	WASHINGTON ST	WOLF	DEAD END	57.68	\$198,062	Reconstruction	E
					\$4,562,639		
2022	FOREST AVE	CAROL	WOLF	53.79	\$1,375,000	Storm Sewer	E
2022	CINDY LN	LINCOLN	FOREST	18.5	\$1,375,000	Storm Sewer	E
2022	BEAU DR	DEMPSTER	GOLF	26.63	\$1,200,000	Storm Sewer	C
					\$3,950,000		
2023	CORDIAL DR	ELMHURST	JOYCE	68.02	\$254,305	Resurfacing	C
2023	CORDIAL DR	JOYCE	CORDIAL DR	66.67	\$88,350	Resurfacing	C
2023	CORDIAL DR	MARSHALL	CORDIAL DR	67.33	\$85,280	Resurfacing	C
2023	DIAMOND HEAD DR	PENNSYLVANIA	DEAD END	53.92	\$97,486	Resurfacing	E
2023	ELIZABETH LN	JOYCE	KOLPIN	21.22	\$268,248	Reconstruction	C
2023	FOURTH AVE	LINCOLN	FOREST	23.42	\$554,369	Resurfacing	E
2023	GRACELAND AVE	WILLOW	RAND	58.76	\$66,197	Resurfacing	C
2023	JEANNETTE ST	ALGONQUIN	THACKER	57.71	\$299,843	Resurfacing	E
2023	JOYCE DR	CORDIAL	ELIZABETH	26.22	\$181,327	Reconstruction	C
2023	KOLPIN DR	ALGONQUIN	ELIZABETH	85.70	\$205,525	Resurfacing	C
2023	LEAHY CIRCLE	DEMPSTER	MILLERS	59.70	\$270,089	Resurfacing	C
2023	LEE STREET	W HIGGINS	TOUHY	64.86	\$34,846	Resurfacing	A
2023	MARGRET ST	THACKER	WALNUT	60.70	\$304,279	Resurfacing	E
2023	OAKWOOD AVE	SECOND	GRACELAND	62.01	\$227,186	Resurfacing	E
2023	PENNSYLVANIA AVE	ALGONQUIN	SPRINGFIELD	27.22	\$274,005	Reconstruction	C

Year	Branch Name	From	To	PCI Before	Cost	Work Type	Rank
2023	PENNSYLVANIA AVE	SPRINGFIELD	DOVER	62.35	\$320,653	Resurfacing	C
2023	PENNSYLVANIA AVE	OAKTON	DOVER	55.41	\$76,319	Resurfacing	C
2023	DEBRA DR	LILLIAN	MARSHALL	19.16	\$1,003,594	Resurfacing	E
2023	WINDSOR DR	PENNSYLVANIA	ROXBURY	20.42	\$817,409	Reconstruction	E
					\$5,429,309		
2023	FOURTH AVE	LINCOLN	FOREST	23.42	\$1,100,000	Storm Sewer	E
2023	DEBRA DR	LILLIAN	MARSHALL	19.16	\$2,200,000	Storm Sewer	E
					\$3,300,000		
2024	BERRY LN	DES PLAINES RIVER RD	DEAD END	12.34	\$294,905	Resurfacing	E
2024	FIFTH AVE	ALGONQUIN	FOREST	55.67	\$155,025	Resurfacing	E
2024	KATHLEEN DR	KATHLEEN	DEAD END	59.13	\$12,690	Resurfacing	E
2024	KATHLEEN DR	KATHLEEN	DEAD END	59.70	\$24,191	Resurfacing	E
2024	MAPLE ST	TOUHY	PRATT	31.42	\$1,241,826	Resurfacing	C
2024	MILLERS RD	MILLERS	DEAD END	59.70	\$14,345	Resurfacing	E
2024	MILLERS RD	MT PROSPECT	LASALLE	84.56	\$227,273	Resurfacing	E
2024	PEARSON ST	THACKER	PRAIRIE	59.58	\$119,154	Resurfacing	C
2024	PRAIRIE AVE	FIFTH	FIRST	62.81	\$458,406	Resurfacing	E
2024	PRATT AVE	MANNHEIM	SCOTT	57.01	\$465,953	Resurfacing	C
2024	PROSPECT AVE	LEE	DEAN	55.43	\$279,045	Resurfacing	C
2024	SIXTH AVE	GREENVIEW	PRAIRIE	55.67	\$77,571	Resurfacing	E
2024	SPRUCE AVE	HOWARD	PROSPECT	64.89	\$116,708	Resurfacing	E
2024	THACKER ST	WOLF	FIRST	63.36	\$436,630	Resurfacing	B
2024	THACKER ST	LEE	THACKER	63.36	\$129,218	Resurfacing	B
2024	WESTGATE RD	MILLERS	THACKER	55.42	\$243,068	Resurfacing	C
2024	WOLF RD	RAND	CENTRAL	64.36	\$309,335	Resurfacing	A
2024	WOLF RD	RAND	CENTRAL	63.36	\$143,602	Resurfacing	A
					\$4,748,942		
2025	BRADROCK DR	MT PROSPECT	WINTHROP	57.04	\$237,446	Resurfacing	C
2025	CAMPGROUND ROAD	MINER	ALGONQUIN	39.85	\$2,179,847	Reconstruction	B
2025	CLARK LN	KINKAID	ALGONQUIN	59.30	\$228,923	Resurfacing	C
2025	CLEARWATER DR	HOWARD	DEAD END	57.59	\$168,240	Resurfacing	C
2025	HALSEY DR	SCOTT	CRAIG	52.04	\$152,610	Resurfacing	E
2025	KATHLEEN DR	DARA JAMES	MT PROSPECT	56.55	\$319,946	Resurfacing	C
2025	LEAHY CIRCLE	DEMPSTER	STARK	58.23	\$390,174	Resurfacing	C
2025	LEAHY CIRCLE	STARK	CLARK	56.78	\$183,240	Resurfacing	C

Year	Branch Name	From	To	PCI Before	Cost	Work Type	Rank
2025	LOCUST/RIVER	RIVERVIEW	DEAD END	51.43	\$4,768	Resurfacing	O
2025	MAPLE ST	MAPLE	TOUHY	58.57	\$126,990	Resurfacing	C
2025	MAPLE ST	HOWARD	MAPLE	57.04	\$325,231	Resurfacing	C
2025	MAPLE ST	MAPLE	DEAD END	56.55	\$253,468	Resurfacing	C
2025	WALNUT AVE	CLARK	MT PROSPECT	58.61	\$317,430	Resurfacing	C
					\$4,888,314		
2026	ALGONQUIN RD	CAMPGROUND	OAKTON	63.36	\$1,625,055	Reconstruction	A
2026	BEAU DR	DEMPSTER	GOLF	59.29	\$91,999	Resurfacing	C
2026	FLORIAN DR	BEAU	MARSHALL	55.37	\$262,302	Resurfacing	C
2026	FRONTAGE RD	TOUHY	MANNHEIM	55.52	\$443,665	Resurfacing	C
2026	HOFFMAN PKY	ALFINI	END	58.29	\$23,000	Resurfacing	C
2026	LITTLE PATH RD	WESTMERE	BRADLEY	58.29	\$88,487	Resurfacing	C
2026	MARSHALL DR	DULLES	MILLERS	58.29	\$205,768	Resurfacing	C
2026	MILLERS RD	BEAU	ELMHURST	58.94	\$260,721	Resurfacing	C
2026	PRATT AVE	SCOTT	RUSTY	55.76	\$273,011	Resurfacing	C
2026	RIVERVIEW AVE	LINDEN	DES PLAINES RIVER RD	55.52	\$340,255	Resurfacing	C
2026	ROXBURY CT	ROXBURY	DEAD END	55.67	\$18,028	Resurfacing	E
2026	RAWLS RD	MT PROSPECT	DEAD END	15	\$802,762	Reconstruction	C
2026	SCOTT ST	TOUHY	PRATT	55.47	\$464,734	Resurfacing	C
					\$4,899,786		
2026	RAWLS RD	MT PROSPECT	DEAD END	15	\$2,200,000	Storm Sewer	C

Attachment 4



Debra Dr, 600 Block

Attachment 4



Westmere Rd, 600 Block

Attachment 4



Westmere Rd, 600 Block



**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT**

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5380
desplaines.org

MEMORANDUM

Date: July 22, 2021

To: Michael G. Bartholomew, MCP, LEED-AP, City Manager

From: John T. Carlisle, AICP, Economic Development Manager 

Subject: Class 6b – United Investment Property, LLC at 2180 S. Wolf Road (5th Ward)

Issue: Applicant United Investment Property, LLC is the contract purchaser of 2180 S. Wolf Road from seller Levy Property Group LLC. The applicant is requesting a resolution supporting a Cook County Class 6b Property Tax Incentive (6b), which is designed to encourage industrial investment by reducing the assessment level of eligible properties for 12 years. This application is based on the eligibility criterion of substantial re-occupancy of “abandoned” property. In general, “abandoned” means unused for at least 24 continuous months; however, the City may find that a “special circumstance” exists whereby abandonment does not require a 24-month period of full inactivity. The applicant seeks special-circumstance determination because although the space is not fully abandoned, it has been mostly unused since April 2017, with less than 1 percent of its space occupied, and a real estate transfer has not yet occurred.

Analysis: The Subject Property is 52 years old and consists of an approximately 60,922-square-foot industrial building on a 2.7-acre site. Currently occupying approximately 600 square feet, or less than one percent of the building area, is a pet-supply distributor. According to the applicant, this distributor is winding down operations and not replenishing product, with business ceasing before real estate transfer of title.

As the new owner, United plans to lease the property to subsidiary Chicago Cabinet Center (“CCC”), which operates in the Chicago, Houston, and San Antonio metro areas. CCC will use the property for warehousing, assembly, manufacturing, and distribution. CCC plans vacate its current property at 300 King Street in Elk Grove Village and transfer its nine full-time employees and three part-time employees to the subject property. The tenant pledges to hire six (6) new full-time employees, with qualified Des Plaines residents receiving priority.

After acquiring the property, United plans to make various improvements and renovations, with the estimated qualifying-improvement total cost of \$608,000. Improvements include installing over 10,000 square feet of Nichiha fiber cement panels, other façade work (paint to a substantial portion of the main street-facing façade), a new company sign, pavement restoration, and upgraded utilities. The project would return a substantially vacant and underutilized building to active use, bring existing employees from Elk Grove Village, and lead to the hiring of new workers. The attached application contains a sheet called “12-Year Tax Estimates” highlighting scenarios based on 2020 Market Values and 2019 Tax Rates. The applicant contends the investment in the property will not be feasible without approval of a 6b (Scenario No. 3) and projects that Scenario No. 2 will result in an *additional* \$334,687 in property tax revenue over the 12-year life of the incentive.

Tax Impact Scenarios:

1. Estimated annual taxes as is (no improvements, no 6b): \$96,240
2. Estimated annual taxes with proposed improvements *with* a 6b: \$110,338
3. Estimated annual taxes with proposed improvements *without* a 6b: \$275,846

Recommendation: Staff recommends approval of Resolution R-129-21 supporting and consenting to a Class 6b Application at 2180 S. Wolf Road.

Attachments:

Attachment 1: Class 6b Property Tax Incentive Application
Resolution R-129-21



33 NORTH LASALLE STREET, 28TH FLOOR CHICAGO, ILLINOIS 60602
BRIAN P. LISTON (312) 580-1594 PETER TSANTILIS (312) 604-3808 FACSIMILE (312) 580-1592

July 8, 2021

VIA EMAIL

John Carlisle
City of Des Plaines
1420 Miner Street
Des Plaines, Illinois 60016

RE: Class 6b Resolution Request
United Investment Property LLC
2180 S. Wolf Road
Des Plaines, IL 60018
PIN: 09-30-400-037-0000

Dear John:

United Investment Property LLC (the “Applicant”) is the contract purchaser of the above referenced property (the “Subject Property”), and is requesting a Resolution from the City of Des Plaines supporting and consenting to a Class 6b Tax Incentive for the Subject Property based on re-occupancy of vacant property for less than 24 continuous months vacancy with a purchase for value, special circumstances and substantial rehabilitation. Since April 2017, the property has been effectively and functionally vacant but for a de- minimis amount of stagnant items not used in the ordinary course of business. The Subject Property will be 100% vacant and unused prior to closing.

The Subject Property is approximately 52 years old and currently consists of an approximately 60,922 square foot industrial building located on an 117,725 square foot site. The property has 18’ ceiling height, eight (8) loading dock and one (1) drive in door. The Applicant plans to lease the property to a related entity, CCC Cabinets (the “Occupant” or “CCC”) who will use the property for warehousing, assembly, manufacturing and distribution. CCC is currently located at 22,500 square foot building 300 King Street in Elk Grove Village. CCC plans vacate its current property and transfer its nine (9) full time employees and three (3) part time employees to the Subject Property.

With over 15 years of experience, Chicago Cabinet Center (CCC) is a wholesale cabinetry corporation committed to bringing affordable quality cabinetry to the Chicagoland, Houston, and San Antonio metro areas. CCC imports directly from manufacturers in order to pass savings on to contractors, architects, and kitchen & bath dealers. CCC’s in house inspection/assembly team assures that its hand-selected materials meet only the highest standards. The company receives inventory from overseas throughout the month and assembles the products on site. Most of the products coming into the facility are partially assembled; employees pull the order from the warehouse and puts together the individual parts for re-packing and shipping. As a result, little to no heavy equipment or tools will be necessary as the majority of the work. The bulk of the operations at the site can be completed with mallets, hammers, 20V screwdrivers and stables. Most customers opt to pick up the goods directly on site after assembly, but CCC also has the capability for local delivery or long distance delivery through third party carriers.

Unlike many corporate cabinetry suppliers, CCC products do not cut corners with their materials – CCC uses no particleboard in its cabinets, only high-density fiberboard (HDF) paneling and medium-density fiberboard (MDF) interiors. These fiberboards are stronger than solid wood, more weatherproof,

and adhere paint better for a smoother finish. Its construction and assembly process include industry-leading techniques, such as dovetail paneling (assuring a seamless connection), hidden screws, soft closing drawer mechanisms and slam resistant door systems. Once constructed and nearing the end of assembly, CCC's cabinets undergo a specialized one-step powder coating process that results in a smooth, even finish that withstands time, sunlight, and water better than wet paint. Through this process, CCC is able to match the exteriors exactly, giving the entire work a highly-polished veneer that is resistant to chips, scratches, stains and spills. For more information on CCC Cabinets, please visit its website at: <https://www.ccccabineets.com/>

After closing, the Applicant plan to make various improvements and renovations to the property, while vacating their current location. Once improvements are finished, CCC Cabinets plan to occupy the entire Subject Property. CCC currently employ nine (9) full-time and three (3) part-time employees, and plan to immediately transfer these employees to the new location. Within the first year, CCC Cabinets plans to hire six (6) new full time employees, with qualified Des Plaines residents receiving priority. The Occupants will look to continue hiring employees based on growth.

The Applicant is still in the process of receiving bids, but plans to invest a total of approximately \$700,000 into the project, with approximately \$600,000 in real property improvements. As part of these improvements, the Applicant plans improve the façade of the property by installing over 10,000 square feet of Nichiha panels, substantial landscaping improvements, new paint, a new company sign, pavement restoration, upgraded utilities, etc. (See enclosed Budget Worksheet). As a result, the Applicant expects the work to created approximately 10-25 temporary construction jobs.

After the \$3,500,000 purchase and subsequent improvements, the Subject Property is projected to have a market value of approximately \$4,100,000, which would generate an estimated \$1,489,566 in total taxes over the life of the Class 6b Tax Incentive (or approx. \$110,338 per year). Without the incentive and at full vacancy, the property would generate a total of \$1,154,880 (or approx. 96,240 per year) over 12 years. Therefore, should the Class 6b be approved, the subject property would generate an additional approximately **\$334,687** in real estate taxes over the life of the Class 6b Tax Incentive. Over the next twelve (12) years, the Occupant is also expected to generate around **\$60,000** in property tax revenue. Please see the attached "12 Year Tax Comparison Chart"

Without the assistance from the 6b incentive, the Applicant will not purchase the property; the Applicant has determined that the without the incentive the heavy Cook County property tax burden may require it to bring its operations to a neighboring county, state or community. In the event the Applicant does not close on the property, it will remain vacant and unused, and receive vacancy relief thereby lowering its total taxes. In addition to increased property tax revenues, CCC's presence in the Village will also significantly benefit the local community. Both companies' employees will frequent City restaurants, gas stations, stores and more. Its presence will also attract both new and returning customers who will also frequent nearby establishments.

According to the enclosed New Business Impact chart, the Occupant's eventual 20 employees will contribute a projected **\$84,750** per year. In total, reoccupation and development of the project will generate an additional **\$1,411,687** in revenue to the City over the life of the incentive. The Applicant's proposed project is a substantial investment into the City's economy, and without the assistance of a Class 6b Tax Incentive, the Applicant has determined that the project will not be feasible. The incentive will allow the Applicant to rehabilitate, renovate and occupy a vacant and unused building, thereby increasing tax revenue for Des Plaines.

THE LAW OFFICES OF
LISTON & TSANTILIS

Based on the foregoing, the Applicant requests that Elk Grove Village review its Class 6B request and approve a Resolution supporting and consenting to a Class 6B Incentive for the Subject Property based on re-occupation of abandoned property for greater than 24 months continuous vacancy with a purchase for value and substantial rehabilitation. Should you need any additional documentation or have any questions or concerns, do not hesitate to contact me at (312) 604-3898.

Regards,



Mark Rogers

ALTA/NSPS LAND TITLE SURVEY

LEGAL DESCRIPTION

THE SOUTH 277.0 FEET OF THE WEST 425.0 FEET OF THE EAST 475.0 FEET OF THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE NORTH LINE OF J. EMIL ANDERSON WOLF-TOLL ROAD SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 30 AFORESAID, IN COOK COUNTY, ILLINOIS.

SCHEDULE B SURVEY EXCEPTIONS

PER CHICAGO TITLE INSURANCE COMPANY COMMITMENT CCH2101434LD WITH AN EFFECTIVE DATE OF FEBRUARY 16, 2021,

- (24) UTILITY EASEMENTS PER DEED RECORDED MARCH 21, 1966 AS DOCUMENT LR2261732 ARE SHOWN HEREON.
- (25) DEED RECORDED MARCH 21, 1966 AS DOCUMENT LR2261732 APPLIES AND AFFECTS THE SURVEYED PROPERTY.
- (26) ASPHALT PAVEMENT, GUARD RAIL AND BUILDING ARE SHOWN HEREON.

FLOOD ZONE CLASSIFICATION

PER FLOOD INSURANCE RATE MAP NUMBER 17031C0218 J FOR COOK COUNTY, ILLINOIS AND INCORPORATED AREAS WITH AN EFFECTIVE DATE OF AUGUST 19, 2008, THE PROPERTY IS IN ZONE X (OTHER AREAS-NO SHADING) - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

TABLE A ITEMS

ITEM 16, THERE WAS NO VISIBLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS OBSERVED DURING THE PROCESS OF CONDUCTING THE SURVEY.

ITEM 17, THERE WAS NO VISIBLE EVIDENCE OF ANY RECENT STREET OR SIDEWALK CONSTRUCTION OBSERVED DURING THE PROCESS OF CONDUCTING THE SURVEY. NO INFORMATION WAS MADE AVAILABLE TO THE SURVEYOR REGARDING PROPOSED CHANGES IN THE STREET RIGHT OF WAY.

LAND AREA

117,739 SQUARE FEET = 2.70 ACRES

PARKING TABLE

66	REGULAR STRIPED SPACES
01	DISABLE STRIPED SPACES
67	TOTAL STRIPED SPACES

ABBREVIATIONS

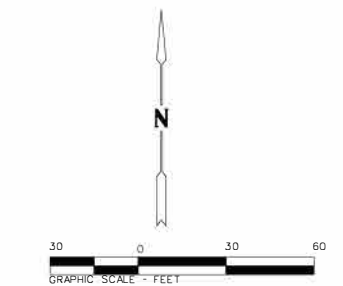
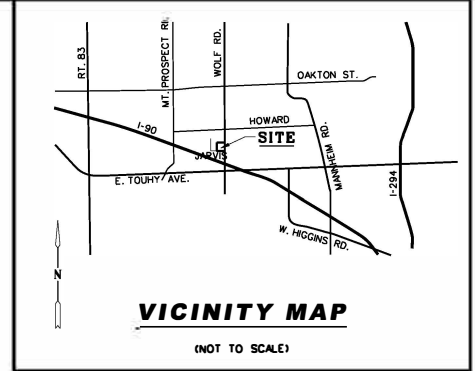
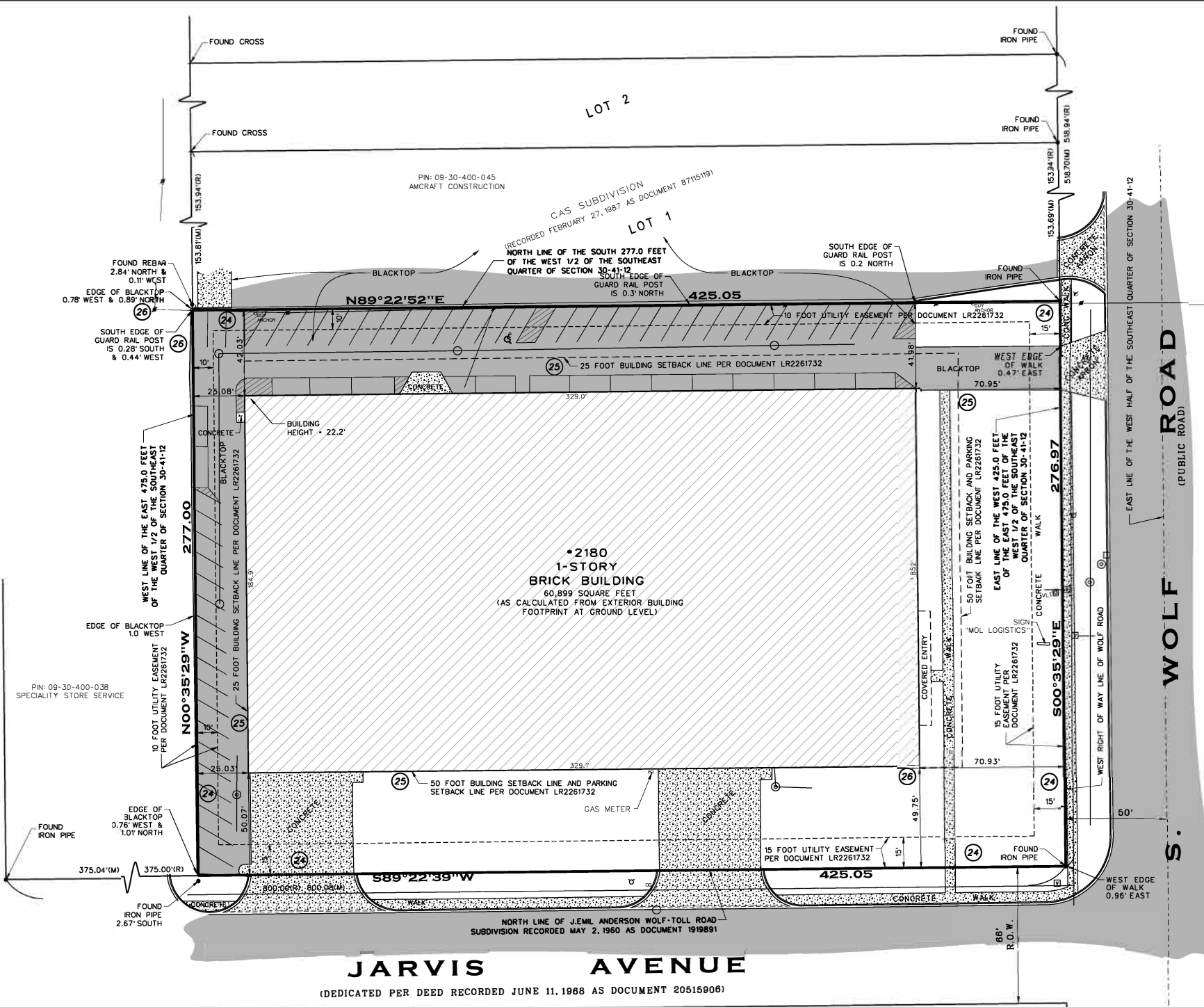
HDPE = HIGH-DENSITY POLYETHYLENE
 RCP = REINFORCED CONCRETE PIPE
 PVC = POLYVINYLCHLORIDE PIPE
 CMP = CORRUGATED METAL PIPE
 VCP = VITRIFIED CLAY PIPE
 INV = INVERT
 TC = TOP OF CURB
 FL = FLOW LINE
 FE = FLOOR ELEVATION
 TF = TOP OF FOUNDATION
 CHB = CHORD BEARING
 DIP = DUCTILE IRON PIPE
 RRS = RAILROAD SPIKE
 POB=POINT OF BEGINNING

LINE	LEGEND
—	BOUNDARY LINE
- - -	LOT LINE
- · - · -	EASEMENT LINE
- - - -	SETBACK LINE

LEGEND

⊙	SANITARY MANHOLE	⊞	MAIL BOX
⊙	SANITARY CLEANOUT	⊞	DOWNSPOUT
⊙	STORM MANHOLE	⊞	LIGHT POLE
⊙	STORM CATCH BASIN	⊞	OVERHEAD LIGHT POLE
⊙	STORM INLET	⊞	ELECTRIC MANHOLE
⊙	STORM CLEANOUT	⊞	TRAFFIC SIGNAL POLE
⊙	FLARED END SECTION	⊞	TRAFFIC CONTROL BOX
⊙	TRANSFORMER	⊞	TRAFFIC SIGNAL VAULT
⊙	ELECTRICAL BOX	⊞	RAILROAD SIGNAL POLE
⊙	CABLE T.V. BOX	⊞	RAILROAD SIGNAL VAULT
⊙	TELEPHONE BOX	⊞	UTILITY POLE
⊙	TRAFFIC CONTROL BOX	⊞	OVERHEAD WIRES
⊙	ELECTRIC MANHOLE	⊞	UNDERGROUND ELECTRIC
⊙	COMMUNICATION MANHOLE	⊞	UNDERGROUND GAS
⊙	TELEPHONE MANHOLE	⊞	UNDERGROUND TELEPHONE
⊙	ELECTRIC METER	⊞	UNDERGROUND CABLE T.V.
⊙	GAS METER	⊞	WATER MAIN
⊙	GAS VALVE	⊞	SANITARY SEWER
⊙	B-BOX	⊞	STORM SEWER
⊙	WATER VALVE	⊞	FENCE LINE
⊙	WATER VALVE VAULT	⊞	GUARD RAIL
⊙	FIRE HYDRANT	⊞	DECIDUOUS TREE
⊙	POST INDICATOR VALVE	⊞	PINE TREE
⊙	WATER METER	⊞	DRIVE IRON PIPE
⊙	PARKING METER	⊞	FOUND IRON PIPE
⊙	SIGN	⊞	CROSS CUT IN CONCRETE
⊙	FLAG POLE	⊞	M = MEASURED DIMENSION
⊙	PIPELINE MARKER	⊞	R = RECORDED DIMENSION

OXFORD RD.



BASIS OF BEARINGS
 NAD 83, ILLINOIS EAST AS DETERMINED BY KARA CO. CORS RTK NETWORK

STATE OF ILLINOIS
 COUNTY OF DU PAGE/SS
 LEVY PROPERTY GROUP LLC, AN ILLINOIS LIMITED LIABILITY COMPANY
 CABINET DISTRIBUTION CENTER LLC, AN ILLINOIS LIMITED LIABILITY COMPANY
 CHICAGO TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7a, 7b(1), 7c, 8, 9, 13, 14, 16, 17 AND 19 OF TABLE A THEREOF.

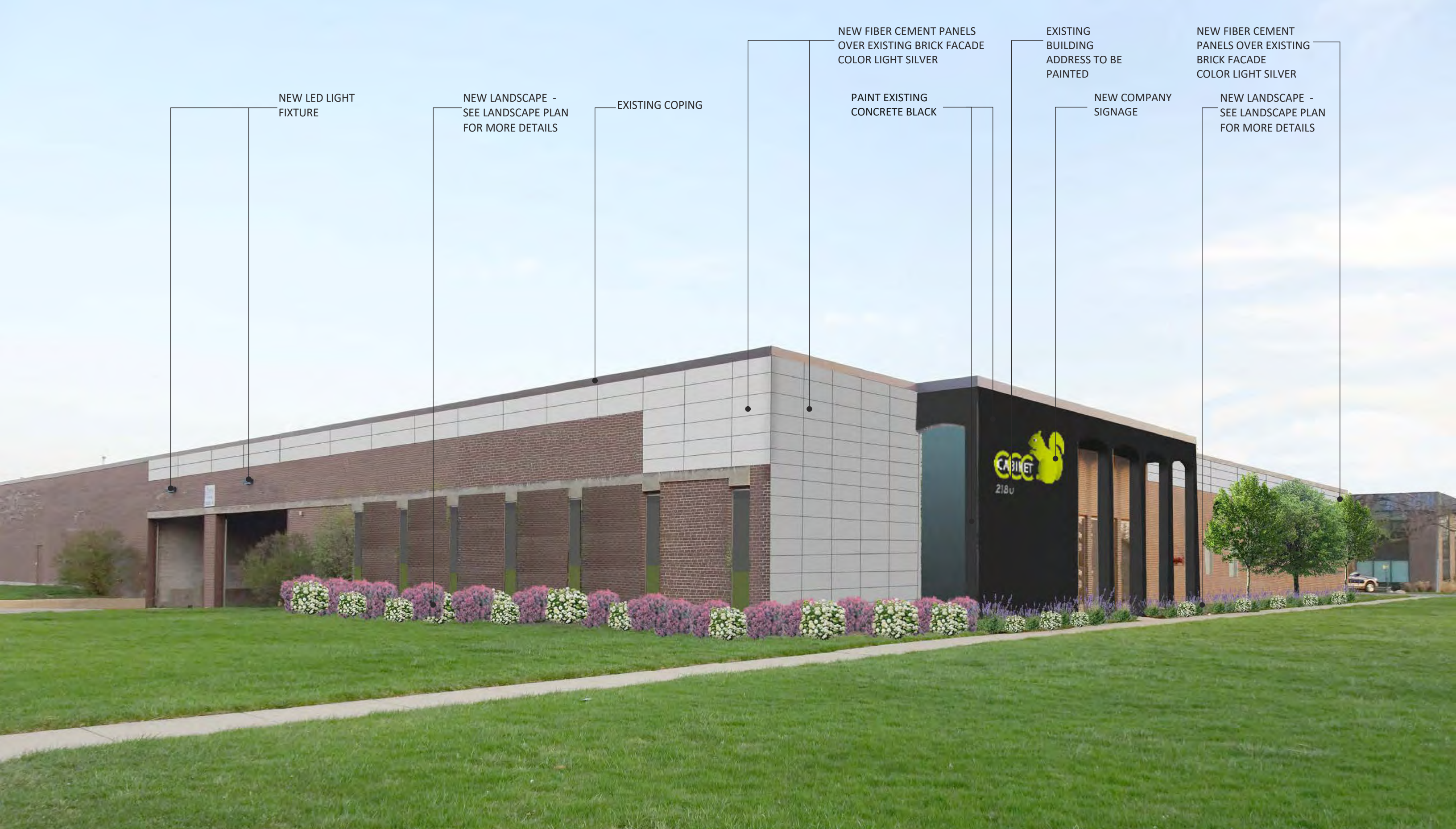
THE FIELD WORK WAS COMPLETED ON 3-18-2021
 DATED THIS 25th DAY OF MARCH, 2021

BY: _____
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3561
 LICENSE EXPIRES: NOVEMBER 30, 2022
 WEBSTER, McGRATH & AHLBERG, LTD.
 207 SOUTH NAPERVILLE ROAD
 WHEATON, ILLINOIS 60187



Rev.	Date	Description	By

ALTA / NSPS LAND TITLE SURVEY
 LOCATION: 2180 S. WOLF ROAD, DES PLAINES, ILLINOIS
 PREPARED FOR: LEVY PROPERTY GROUP LLC, 2180 SOUTH WOLF ROAD, DES PLAINES, IL 60018, PH: (708) 232-2300
WEBSTER, McGRATH & AHLBERG LTD.
WMA
 LAND SURVEYING - CIVIL ENGINEERING - LANDSCAPE ARCHITECTURE
Over a Century of Service to our Clients
 207 South Naperville Road, Wheaton, Illinois 60187
 PH: (630) 968-7000, WWW.WMA-ILL.COM
 DESIGNER: JCV, DRAWN: JCV, CHECKED: JCV, DATE: 3-22-2021, SCALE: 1"=30'
 FILE NO: COOKCO, 30-41-12, SHEET NO: 1 of 1



NEW LED LIGHT
FIXTURE

NEW LANDSCAPE -
SEE LANDSCAPE PLAN
FOR MORE DETAILS

EXISTING COPING

NEW FIBER CEMENT PANELS
OVER EXISTING BRICK FACADE
COLOR LIGHT SILVER

PAINT EXISTING
CONCRETE BLACK

EXISTING
BUILDING
ADDRESS TO BE
PAINTED

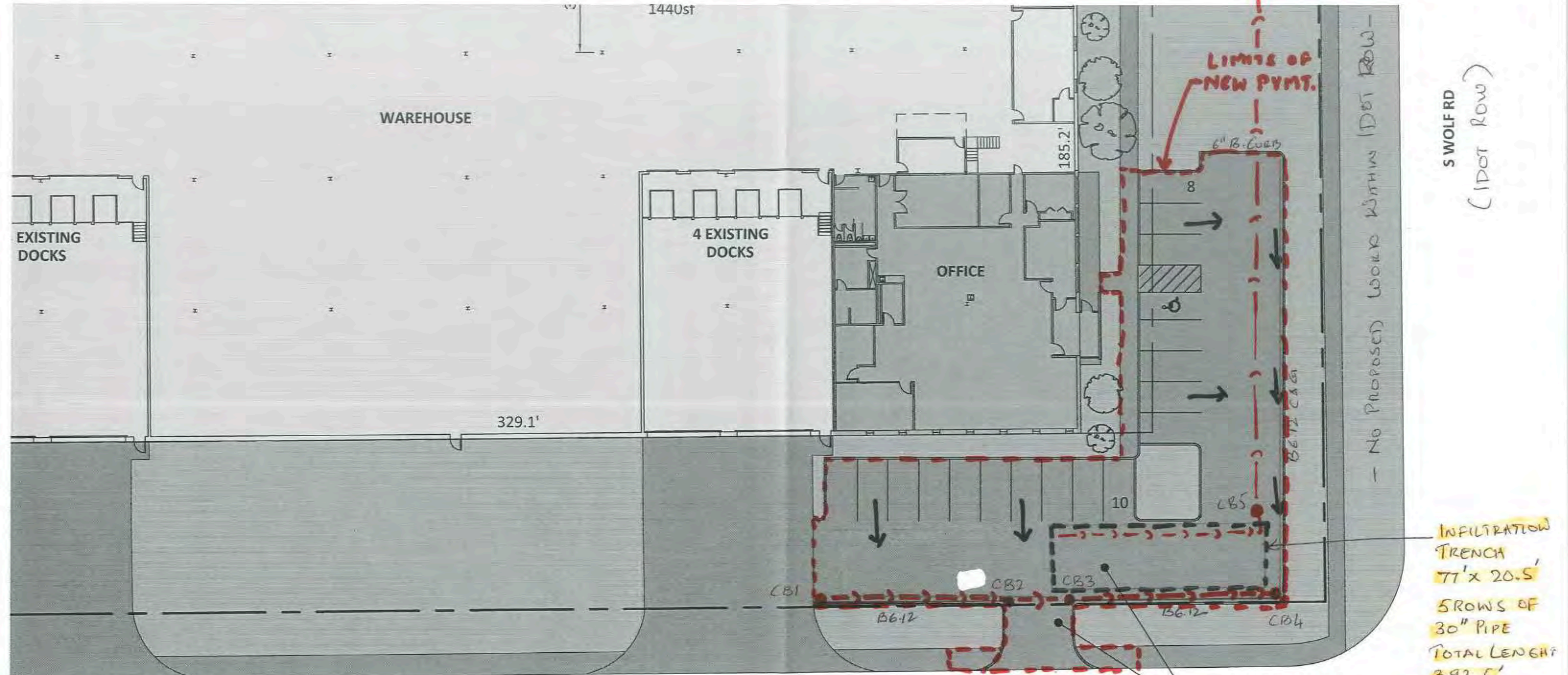
NEW COMPANY
SIGNAGE

NEW FIBER CEMENT
PANELS OVER EXISTING
BRICK FACADE
COLOR LIGHT SILVER

NEW LANDSCAPE -
SEE LANDSCAPE PLAN
FOR MORE DETAILS

2180 S. WOLF RD., DES PLAINES

PARKING LOT EXPANSION
SITE WORK SKETCH



PROJECT SUMMARY

SITE AREA - 117,725 Sq-ft (2.703 Ac)

→ COMBINED SEWER AREA.
SITE AREA LESS THAN 3AC. - NO DETENTION REQ.
QUALIFIED SEWER CONSTRUCTION - VOLUME CONTROL REQ.

TOTAL PAV. AREA = 10,954 Sq-ft
1" OF RAINFALL ON = 912.83 Cu-ft
NEW PAVEMENT = 913 Cu-ft (REQ.)
PROVIDED V.C. VOL = 931 Cu-ft.

NEW DRIVEWAY AND PARKING LOT
9974 SF PAVING
562.5 LF CURB

INFILTRATION TRENCH
77' x 20.5'
5 ROWS OF 30" PIPE
TOTAL LENGTH 393.5'
3'-4.5' Deep TRENCH

⊗ INFILTRATION SYSTEM SIZE, PIPE SIZE DEPENDS ON EXISTING SEWER INVERT.

AV
BET
4/20/21

Industrial Use:

2180 S. Wolf Road, Des Plaines, IL 60018

PIN: 09-30-400-037-0000

The Subject Property is approximately 52 years old and currently consists of an approximately 60,922 square foot industrial building located on an 117,725 square foot site. The property has 18' ceiling height, eight (8) loading dock and one (1) drive in door. The Applicant plans to lease the property to a related entity, CCC Cabinets (the "Occupant" or "CCC") who will use the property for warehousing, assembly, manufacturing and distribution. CCC is currently located at 22,500 square foot building 300 King Street in Elk Grove Village.

With over 15 years of experience, Chicago Cabinet Center (CCC) is a wholesale cabinetry corporation committed to bringing affordable quality cabinetry to the Chicagoland, Houston, and San Antonio metro areas. CCC imports directly from manufacturers in order to pass savings on to contractors, architects, and kitchen & bath dealers. CCC's in house inspection/assembly team assures that its hand-selected materials meet only the highest standards. The company receives inventory from overseas throughout the month and assembles the products on site. Most of the products coming into the facility are partially assembled; employees pull the order from the warehouse and puts together the individual parts for re-packing and shipping. As a result, little to no heavy equipment or tools will be necessary as the majority of the work. The bulk of the operations at the site can be completed with mallets, hammers, 20V screwdrivers and stables. Most customers opt to pick up the goods directly on site after assembly, but CCC also has the capability for local delivery or long distance delivery through third party carriers.

Unlike many corporate cabinetry suppliers, CCC products do not cut corners with their materials – CCC uses no particleboard in its cabinets, only high-density fiberboard (HDF) paneling and medium-density fiberboard (MDF) interiors. These fiberboards are stronger than solid wood, more weatherproof, and adhere paint better for a smoother finish. Its construction and assembly process include industry-leading techniques, such as dovetail paneling (assuring a seamless connection), hidden screws, soft closing drawer mechanisms and slam resistant door systems. Once constructed and nearing the end of assembly, CCC's cabinets undergo a specialized one-step powder coating process that results in a smooth, even finish that withstands time, sunlight, and water better than wet paint. Through this process, CCC is able to match the exteriors exactly, giving the entire work a highly-polished veneer that is resistant to chips, scratches, stains and spills.

For more information on CCC Cabinets, please visit its website at: <https://www.ccccabinets.com/>

Employment Opportunities

2180 S. Wolf Road, Des Plaines, IL 60018

PIN: 09-30-400-037-0000

The Applicant plans to lease the property to a related entity, CCC Cabinets (the “Occupant” or “CCC”) who will use the property for warehousing, assembly, manufacturing and distribution. CCC is currently located at 22,500 square foot building 300 King Street in Elk Grove Village. CCC plans vacate its current property and transfer its employees to the Subject Property.

After closing, the Applicant plan to make various improvements and renovations to the property, while vacating their current location. Once improvements are finished, CCC Cabinets plan to occupy the entire Subject Property. CCC currently employ nine (9) full-time and three (3) part-time employees, and plan to immediately transfer these employees to the new location. Within the first year, CCC Cabinets plans to hire six (6) new full time employees, with qualified Des Plaines residents receiving priority. The Occupants will look to continue hiring local employees based on growth.

The Applicant is still in the process of receiving bids, but plans to create approximately 10-25 temporary construction jobs as a result of the rehabilitation. In addition to increased property tax revenues, CCC’s presence in the Village will also significantly benefit the local community. Both companies’ employees will frequent City restaurants, gas stations, stores and more. Its presence will also attract both new and returning customers who will also frequent nearby establishments. According to the enclosed New Business Impact chart, the Occupant’s eventual 20 employees will contribute a projected **\$84,750** per year.

Employee Economic Impact

Purchase	Emp.	%	Exp./Week	Weeks	Total
Lunch	20	55%	\$55	50	\$30,250
Grocery	20	30%	\$50	50	\$15,000
Consumer Go	20	25%	\$35	50	\$8,750
Entertainment	20	15%	\$55	50	\$8,250
Auto-Gas	20	75%	\$30	50	\$22,500
TOTAL					\$84,750

Potential Growth & Property Improvements

2180 S. Wolf Road, Des Plaines, IL 60018

PIN: 09-30-400-037-0000

After closing, the Applicant plan to make various improvements and renovations to the property, while vacating their current location. Once improvements are finished, CCC Cabinets plan to occupy the entire Subject Property. CCC currently employ nine (9) full-time and three (3) part-time employees, and plan to immediately transfer these employees to the new location. Within the first year, CCC Cabinets plans to hire six (6) new full time employees, with qualified Des Plaines residents receiving priority. The Occupants will look to continue hiring employees based on growth.

The Applicant is still in the process of receiving bids, but plans to invest a total of approximately \$700,000 into the project, with approximately \$600,000 in real property improvements. As part of these improvements, the Applicant plans improve the façade of the property by installing over 10,000 square feet of Nichiha panels, substantial landscaping improvements, new paint, a new company sign, pavement restoration, upgraded utilities, etc. (See enclosed Budget Worksheet).

After the \$3,500,000 purchase and subsequent improvements, the Subject Property is projected to have a market value of approximately \$4,100,000, which would generate an estimated \$1,489,566 in total taxes over the life of the Class 6b Tax Incentive (or approx. **\$110,338 per year**). Without the incentive and at full vacancy, the property would generate a total of \$1,154,880 (or approx. **\$96,240 per year**) over 12 years. Therefore, should the Class 6b be approved, the subject property would generate an additional approximately **\$334,687** in real estate taxes over the life of the Class 6b Tax Incentive. Over the next twelve (12) years, the Occupant is also expected to generate around \$60,000 in sales tax revenue .Please see the attached “12 Year Tax Comparison Chart”

In total, reoccupation and development of the project will generate an additional **\$1,411,687** in revenue to the City over the life of the incentive. The Applicant’s proposed project is a substantial investment into the City’s economy, and without the assistance of a Class 6b Tax Incentive, the Applicant has determined that the project will not be feasible. The incentive will allow the Applicant to rehabilitate, renovate and occupy a vacant and unused building, thereby increasing tax revenue for Des Plaines.

12 Year Tax Estimates
 2180 S. Wolf Road
 Des Plaines, IL 60018
 (PINs: 09-30-400-037-0000)

Estimated Taxes Based on:
Estimated Taxes Based on the the \$3,500,000 Purchase Price, Approx. \$600,000 in Improvements & 6b
Compared to
Estimated Taxes Based on the Current 2020 Market Value and no 6b
Compared to
Estimated Taxes Based on the the \$3,500,000 Purchase Price, Approx. \$600,000 in Improvements, and no 6b

Tax Year	2019 Tax Rate	2019 Multiplier	Estimated Effective Tax Rate*
2021	9.229%	2.9160	26.912%
2022	9.229%	2.9160	26.912%
2023	9.229%	2.9160	26.912%
2024	9.229%	2.9160	26.912%
2025	9.229%	2.9160	26.912%
2026	9.229%	2.9160	26.912%
2027	9.229%	2.9160	26.912%
2028	9.229%	2.9160	26.912%
2029	9.229%	2.9160	26.912%
2030	9.229%	2.9160	26.912%
2031	9.229%	2.9160	26.912%
2032	9.229%	2.9160	26.912%

Estimated Taxes Based on the the \$3,500,000 Purchase Price, Approx. \$600,000 in Improvements & 6b			
Estimated Taxes Based on the the \$3,500,000 Purchase Price, Approx. \$600,000 in Improvements & 6b	Assessment Level with a Class 6b	Estimated Assessed Value With a Class 6b	Estimated Tax With a Class 6b
\$4,100,000	10%	\$410,000	\$110,338
\$4,100,000	10%	\$410,000	\$110,338
\$4,100,000	10%	\$410,000	\$110,338
\$4,100,000	10%	\$410,000	\$110,338
\$4,100,000	10%	\$410,000	\$110,338
\$4,100,000	10%	\$410,000	\$110,338
\$4,100,000	10%	\$410,000	\$110,338
\$4,100,000	10%	\$410,000	\$110,338
\$4,100,000	10%	\$410,000	\$110,338
\$4,100,000	10%	\$410,000	\$110,338
\$4,100,000	10%	\$410,000	\$110,338
\$4,100,000	15%	\$615,000	\$165,507
\$4,100,000	20%	\$820,000	\$220,676
Total Estimated Taxes (2021 to 2032)			\$1,489,566

Estimated Taxes Based on the Current 2020 Market Value and no 6b			
Estimated Taxes Based on the Current 2020 Market Value and no 6b	Assessment Level With NO Class 6b	Estimated Assessed Value Without a Class 6b	Estimated Taxes Without a Class 6b
\$1,430,452	25%	\$357,613	\$96,240
\$1,430,452	25%	\$357,613	\$96,240
\$1,430,452	25%	\$357,613	\$96,240
\$1,430,452	25%	\$357,613	\$96,240
\$1,430,452	25%	\$357,613	\$96,240
\$1,430,452	25%	\$357,613	\$96,240
\$1,430,452	25%	\$357,613	\$96,240
\$1,430,452	25%	\$357,613	\$96,240
\$1,430,452	25%	\$357,613	\$96,240
\$1,430,452	25%	\$357,613	\$96,240
\$1,430,452	25%	\$357,613	\$96,240
\$1,430,452	25%	\$357,613	\$96,240
\$1,430,452	25%	\$357,613	\$96,240
\$1,430,452	25%	\$357,613	\$96,240
\$1,430,452	25%	\$357,613	\$96,240
Total Estimated Taxes (2021 to 2032)			\$1,154,880

Estimated Taxes Based on the the \$3,500,000 Purchase Price, Approx. \$600,000 in Improvements, and no 6b			
Estimated Taxes Based on the the \$3,500,000 Purchase Price, Approx. \$600,000 in Improvements, and no 6b	Assessment Level With NO Class 6b	Estimated Assessed Value Without a Class 6b	Estimated Taxes Without a Class 6b
\$4,100,000	25%	\$1,025,000	\$275,846
\$4,100,000	25%	\$1,025,000	\$275,846
\$4,100,000	25%	\$1,025,000	\$275,846
\$4,100,000	25%	\$1,025,000	\$275,846
\$4,100,000	25%	\$1,025,000	\$275,846
\$4,100,000	25%	\$1,025,000	\$275,846
\$4,100,000	25%	\$1,025,000	\$275,846
\$4,100,000	25%	\$1,025,000	\$275,846
\$4,100,000	25%	\$1,025,000	\$275,846
\$4,100,000	25%	\$1,025,000	\$275,846
\$4,100,000	25%	\$1,025,000	\$275,846
\$4,100,000	25%	\$1,025,000	\$275,846
\$4,100,000	25%	\$1,025,000	\$275,846
\$4,100,000	25%	\$1,025,000	\$275,846
\$4,100,000	25%	\$1,025,000	\$275,846
Total Estimated Taxes (2021 to 2032)			\$3,310,147

Revenue Generated from a Projected \$250,000 in Sales (Over 12 Years)	\$60,000
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Additional Property Tax Revenue Generated by the Property's 6b Incentive (over 12 years)	\$334,687
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Additional Village Revenue Generated by Applicant's Employees (over 12 years)	\$1,017,000
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Total Additional Revenue Generated by the Property's Class 6b Incentive (over 12 Years)	\$1,411,687
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Notes:
 * The 2019 Effective Tax Rate (the 2019 tax rate x the 2019 multiplier) was used. It does not take into account any increases or decreases in the Effective Tax Rate between 2021 and 2032.
 **The above is based on the assumption that the Class 6b Tax Incentive for the subject property will be granted in 2021 and activated in 2021

The above estimates are speculative, and should be treated as such.

rough budget	prepared: 4/23/2021	dhi#:	21.062	location	2180 S Wolf Rd, Des Plaines
construction - architectural					
description	measurement	unit	unit cost	total	remarks
Nichiha Panels	10,000	s.f.	\$ 48.00	\$ 480,000.00	along entire east and south façade
Landscape	1	each	\$ 6,100.00	\$ 6,100.00	allowance
Painting	1	each	\$ 18,300.00	\$ 18,300.00	Existing concrete structure on the east side of the building
Building Sign	1	each	\$ 5,490.00	\$ 5,490.00	New company sign on building
subtotal: architectural				\$ 509,890.00	
construction - civil					
Sedimentation & Erosion Control Features					
Silt Fence	390	lin. ft.	\$ 0.71	\$ 276.90	Per Bono Consulting Inc. estimate dated 4.20.21
Construction Fence	390	lin. ft.	\$ 2.74	\$ 1,068.60	Per Bono Consulting Inc. estimate dated 4.20.21
Earthwork & Hauloff	577	Cu. Yds	\$ 18.30	\$ 10,559.10	Per Bono Consulting Inc. estimate dated 4.20.21
Street Cleaning	1	L.Sum	\$ 3,050.00	\$ 3,050.00	Per Bono Consulting Inc. estimate dated 4.20.21
Tree Protection, Clearing & Rough Site Grading					
Tree Protection Fencing	100	lin. ft.	\$ 1.50	\$ 150.00	Per Bono Consulting Inc. estimate dated 4.20.21
Brush Clearing	2000	sq.ft.	\$ 1.50	\$ 3,000.00	Per Bono Consulting Inc. estimate dated 4.20.21
Tree Removal 18"-32"	0	each	\$ 350.00	\$ -	Per Bono Consulting Inc. estimate dated 4.20.21
Site Landscaping	1	L.Sum	\$ 7,500.00	\$ 7,500.00	Per Bono Consulting Inc. estimate dated 4.20.21
Seeding and Sodding	1	acres	\$ 10,000.00	\$ 10,000.00	Per Bono Consulting Inc. estimate dated 4.20.21
Utilities					
Storm Sewer 12" HDPE	364	lin. ft.	\$ 33.00	\$ 12,012.00	Per Bono Consulting Inc. estimate dated 4.20.21
Storm Sewer 4" HDPE Pipe perforated pipe	85	lin. ft.	\$ 15.00	\$ 1,275.00	Per Bono Consulting Inc. estimate dated 4.20.21
Storm Sewer 30" HDPE Pipe	394	lin. ft.	\$ 50.00	\$ 19,700.00	Per Bono Consulting Inc. estimate dated 4.20.21
Street Connection & Patching (if needed)	1	each	\$ 10,000.00	\$ 10,000.00	Per Bono Consulting Inc. estimate dated 4.20.21
Snout	1	each	\$ 1,000.00	\$ 1,000.00	Per Bono Consulting Inc. estimate dated 4.20.21
36" Catch Basin	3	each	\$ 2,000.00	\$ 6,000.00	Per Bono Consulting Inc. estimate dated 4.20.21
48" Catch Basins	2	each	\$ 3,500.00	\$ 7,000.00	Per Bono Consulting Inc. estimate dated 4.20.21
Pavement & Restoration					
Asphalt Pavement	1108	sq. yd.	\$ 2.80	\$ 3,102.40	Per Bono Consulting Inc. estimate dated 4.20.21
Stripping	460	lin. ft.	\$ 2.14	\$ 982.10	Per Bono Consulting Inc. estimate dated 4.20.21
Concrete Apron	600	Sq. Ft.	\$ 12.20	\$ 7,320.00	Per Bono Consulting Inc. estimate dated 4.20.21
Concrete Curb	593	lin. ft.	\$ 8.54	\$ 5,064.22	Per Bono Consulting Inc. estimate dated 4.20.21
Warning Tiles	2	each	\$ 213.50	\$ 427.00	Per Bono Consulting Inc. estimate dated 4.20.21
Sidewalk	120	Sq. Ft.	\$ 9.15	\$ 1,098.00	Per Bono Consulting Inc. estimate dated 4.20.21
Parking Lot Maintenance					
Asphalt Overlay	1	L.Sum	28347	\$ 28,347.00	Per K&L Contractors Inc. estimate dated 3.25.21
Striping	1	L.Sum	762.5	\$ 762.50	Per K&L Contractors Inc. estimate dated 3.25.21
subtotal: civil				\$ 110,585.32	
contractor fee		1 each	12%	\$ 74,457.04	
Permit Fees		1 each	\$ 5,000.00	\$ 5,000.00	allowance
subtotal: GC fee, permit				\$ 79,457.04	
Grand Total				\$ 699,932.36	
<i>Note: This estimate was prepared using standard cost estimating practices. It is understood that the above consultants have no control over costs, the price of labor, equipment or materials, or over the Contractor's method of pricing.</i>					



CLASS 6B
ELIGIBILITY APPLICATION

Carefully review the Class 6B Eligibility Bulletin before completing this Application. For assistance, please contact the Assessor's Office, Development Incentives Department (312) 603-7529. This application, *a filing fee of \$500.00*, and supporting documentation (*except drawings and surveys*) must be filed as follows:

This application must be filed **PRIOR TO** the commencement of New Construction or **PRIOR TO** the commencement of Substantial Rehabilitation Activities or **PRIOR TO** the commencement of Reoccupation of Abandoned Property.

Applicant Information

Name: United Investment Property LLC Telephone: (224) 200-8499
Company: CCC Cabinets
Address: 300 King Street
City: Elk Grove Village State: IL Zip Code: 60007
Email: bcozmen@cccabinets.com

Contact Person (if different than the Applicant)

Name: Bahri Ozmen Telephone: (224) 200-8499
Company: CCC Cabinets
Address: 300 King Street
City: Elk Grove Village State: IL Zip Code: 60007
Email: bcozmen@cccabinets.com

Property Description (per PIN)

If you are applying for more than three different PINs, please submit the additional PIN information in an attachment.

Street Address: (1) 2180 S. Wolf Road
Permanent Real Estate Index Number: 09-30-400-037-0000
(2) _____
Permanent Real Estate Index Number: _____
(3) _____
Permanent Real Estate Index Number: _____
City: Des Plaines State: IL Zip Code: 60018
Township: Maine Existing Class: 5-93

Attach legal description, site dimensions and square footage and building dimensions and square footage.

Identification of Person Having an Interest in the Property

Attach a complete list of all owners, developers, occupants and other interested parties (*including all beneficial owners of a land trust*) identified by names and addresses, and the nature and extent of their interest.

Industrial Use

Attach a detail description of the precise nature and extent of the intended use of the subject property, specifying in the case of the multiple uses the relative percentages of each use.

Include copies of materials, which explain the occupant’s business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

Nature of Development

Indicate nature of proposed development by checking the appropriate space:

- New Construction (**Read and Complete Section A**)
- Substantial Rehabilitation (**Read and Complete Section A**)
Incentive only applied to the market value attributable to the rehabilitation
- Occupation of Abandoned Property - No Special Circumstance
(Read and Complete Section B)
- Occupation of Abandoned Property - With Special Circumstance
(Read and Complete Section C)
- Occupation of Abandoned Property - **(TEERM Supplemental Application)**
(Read and Complete Section C)
- Occupation of Abandoned Property - **(CEERM Supplemental Application)**
(Read and Complete Section C)

SECTION A (NEW CONSTRUCTION/SUBSTANTIAL REHABILITATION)

If the proposed development consists of *New Construction* or *Substantial Rehabilitation*, provide the following information:

Estimated date of construction commencement (*excluding demolition, if any*): **ASAP**

Estimated date of construction completion: **TBD**

Attach copies of the following:

1. Specific description of the proposed *New Construction* or *Substantial Rehabilitation*
2. Current Plat of Survey for subject property
3. 1st floor plan or schematic drawings
4. Building permits, wrecking permits and occupancy permits (*including date of issuance*)
5. Complete description of the cost and extent of the *Substantial Rehabilitation* or *New Construction* (*including such items as contracts, itemized statements of all direct and indirect costs, contractor’s affidavits, etc*)

SECTION C (SPECIAL CIRCUMSTANCES)

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was a **purchase for value**, but the period of **abandonment prior to purchase was less than 24 months**, complete section (1).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application 24 continuous months or greater**, complete section (2).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application was greater than 12 continuous months and less than 24 continuous month**, complete section (2) and the **TEERM Supplemental Application**.

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application was greater than 3 continuous months and applicant will create or maintain at least 250 jobs for employees at the subject location**, complete section (2) and the **CEERM Supplemental Application**.

1. How long was the period of abandonment prior to the purchase for value? **See enclosed Vacancy Affidavit**

When and by whom was the subject property last occupied prior to the purchase for value?

See Enclosed Vacancy Affidavit

Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of vacancy
- (c) Include the finding of special circumstances supporting “abandonment” as determined by the municipality, or the County Board, if located in an unincorporated area. *Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for less than 24-month abandonment period.*

Application must be made to the Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of Reoccupation:	ASAP
Date of purchase:	August 2021
Name of purchaser:	United Investment Property LLC
Name of seller:	Levy Property Group LLC
Relationship of purchaser to seller:	None

Attach copies of the following documents:

- (a) Sale Contract
- (b) Closing Statement
- (c) Recorded Deed
- (d) Assignment of Beneficial Interest
- (e) Real Estate Transfer Declaration

EMPLOYMENT OPPORTUNITIES

How many construction jobs will be created or maintained as a result of this development? **Approx. 10-25**

How many new permanent full-time and part-time employees do you now employ in Cook County?

Full-time: 9 Part-time: 3

How many new permanent part-time jobs will be created as a result of this proposed development?

6+

How many new permanent full-time jobs will be created as a result of this proposed development?

TBD

LOCAL APPROVAL

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (*or the County Board, if the real estate is located in an unincorporated area*) should accompany this Application. *The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B Application and that it finds Class 6B necessary for development to occur on the subject property.* If a resolution is unavailable at the time the application is filed, a letter from the municipality or the County Board, as the case may be, stating that a resolution or ordinance supporting the incentive has been requested may be filed with this application instead. If the applicant is seeking to apply based on the reoccupation of abandoned property and will be seeking a finding of “special circumstances” from the municipality, in addition to obtaining a letter from the municipality confirming that a resolution or ordinance supporting the incentive has been requested, the applicant must file a letter from the County Board confirming that a resolution validating a municipal finding of special circumstances has been requested. If, at a later date, the municipality or the County Board denies the applicant’s request for a resolution or ordinance, the applicant will be deemed ineligible for the Class 6B incentive, whether or not construction has begun. In all circumstances, the resolution must be submitted by the time the applicant files an “Incentive Appeal”.

I, the undersigned, certify that I have read this Application and that the statements set forth in this Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true.

Bahri C Ozmen

07/01/2021

Signature

Date

Bahri Ozmen

Partner

Print Name

Title

03/05/2021

EDS AFFIDAVIT

I, Bahri Ozmen as agent for United Investment Property LLC (the “Applicant”) does hereby certify that it would attest to the following facts as required by Sections 74-46 and 74-62 through 74-73 of the Cook County Code if called to testify:

1. That I am a duly authorized agent for Applicant, who is the contract purchaser of the property located at located at 2180 S. Wolf Road, Des Plaines, IL 60018 (PINs: 09-30-400-037-0000) (the “Subject Property”).
2. Applicant does not own any other property in Cook County
3. Applicant’s ownership is as follows:

Cemal Kulunkoglu – 26% - Member

Salih Ece – 25% - Member

Selamet Kanberoglu – 18% - Member

Ayse Kanberoglu – 7 % - Member

Bahri Ozmen 19 % – Member

Asli Ozmen 5%- Member

To my knowledge and after reviewing the Applicant’s records, Applicant is not delinquent in the payment of any property taxes administered by Cook County or by a local municipality.

Further Affiant Sayeth Not

Bahri C Ozmen

Date: 4/20/2021

Subscribed and sworn before me
This 20 day of April, 2021

Stephanie N. Martinez
Signature of Notary Public

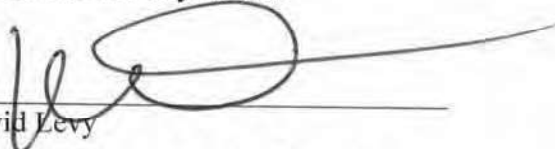


VACANCY AFFIDAVIT

I, David Levy, if called to testify, would attest to the following facts:

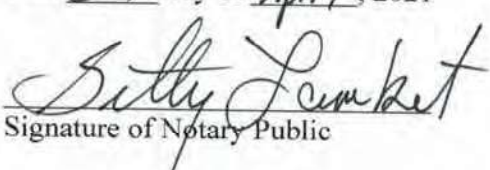
1. That I am the sole member of Levy Property Group, LLC, an Illinois limited liability company ("Seller"), which is the current owner and contract seller of the property located at 2180 S. Wolf Road, Des Plaines, IL 60018 (PIN: 09-30-400-037-0000) ("Subject Property").
2. The Subject Property was leased to and used by Bentley's Pet Foods until April 2017, when Bentley's Pet Foods moved out of the Subject Property.
3. Since April 2017, Seller allows the Subject Property to be used for dead storage, and Seller has two employees enter the Subject Property from time to time. The Subject Property has been listed for sale off and on since June 2015, and Seller has no plans to further use or lease the Subject Property.

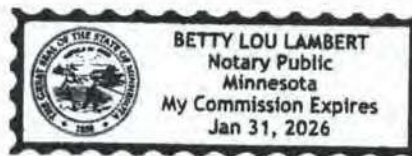
Further Affiant Sayeth Not

X 
David Levy

Date: 4-21-2021

Subscribed and sworn before me
This 21 day of April, 2021


Signature of Notary Public





Community & Economic Development
1420 Miner Street, Des Plaines, IL 60016
P: 847.391.5380 | W: desplaines.org

PROCEDURES AND APPLICATION
FOR CITY OF DES PLAINES CONSIDERATION
OF COOK COUNTY REAL ESTATE CLASSIFICATION 6B, 7A AND 7B

**PROCEDURES FOR CITY OF DES PLAINES REVIEW OF COOK COUNTY
PROPERTY TAX ABATEMENT INCENTIVE**

1. Please review the latest Cook County Assessor's Office "Class 6b Eligibility Bulletin" before completing the City of Des Plaines' application. The Eligibility Bulletin can be found by visiting: <http://cookcountyassessor.com> and will help you determine if you qualify for the abatement incentive.

2. A completed copy of the Cook County Assessor's Office "Class 6b Application" or "Class 7a application" or "Class 7b application" and attached "City of Des Plaines Application for Cook County Real Estate Classification 6b, 7a, or 7b" with supporting documents must be submitted to:

City of Des Plaines
Community and Economic Development Department (CED)
1420 Miner Street
Des Plaines IL 60016-4498

Note: You should contact the Cook County Assessor's office at (312) 443-7550 for any other information they may require for the incentive.

3. A \$750 non-refundable application fee must be submitted with the application. This fee covers the City's administrative costs. Additional fees may be required if an extraordinary independent analysis of your application is required.
4. The CED Department will review the proposed applicant for any outstanding interoffice issues before reviewing the request. If none are found, and all necessary information has been submitted, an evaluation of your request will be reviewed, prepared and submitted to City Council.
5. The taxing jurisdictions that may be financially affected by the incentive are alerted via written correspondence when scheduled for City Council.
6. At the City Council meeting in which the application will be considered, you must be prepared to make a brief presentation and answer any questions that may arise.
7. If the City Council approves your application, a certified copy of the resolution accompanying the application is forwarded to you. You will need to forward that certified copy to the Cook County Assessor's office.
8. The application should be used as a guide for providing adequate information to the City regarding your request. If supplemental information is required, the City will contact you, should City Staff deem it necessary.

CITY OF DES PLAINES APPLICATION FOR
COOK COUNTY REAL ESTATE CLASSIFICATION 6B, 7A, AND 7B

This original, signed application and all supporting documents must be completed to be considered for City approval. Please attach the application fee to the original submittal. Please type or print.

APPLICANT INFORMATION:

NAME OF APPLICANT: United Investment Property LLC

APPLICABLE ENTITY:

Corporation LLC Partnership Non-Profit

DATE OF INCORPORATION: February 16, 2021

STATE OF INCORPORATION: Illinois

PHONE: (224) 200-8499 E-MAIL: bcozmen@cccabinets.com

ADDRESS: 300 King Street
Elk Grove Village, Illinois 60007

NAME OF AGENT/REPRESENTATIVE (if applicable):

NAME: Bahri Ozmen

PHONE: (224) 200-8499 E-MAIL: bcozmen@cccabinets.com

ADDRESS: 300 King Street
Elk Grove Village, Illinois 60007

REQUESTED PROPERTY TAX INCENTIVE: 6B 7A 7B

DESCRIPTION OF SUBJECT PROPERTY:

See attached.

STREET ADDRESS: 2180 S. Wolf Road
Des Plaines, Illinois 60018

PERMANENT REAL ESTATE INDEX NUMBER(S): 09-30-400-037-0000

ATTACH THE FOLLOWING:

- EXHIBIT A: COVER LETTER
- EXHIBIT B: LEGAL DESCRIPTION
- EXHIBIT C: SITE DIMENSION & SQUARE FOOTAGE/PLAT OF SURVEY
- EXHIBIT D: BUILDING DIMENSIONS/SITE PLAN
- EXHIBIT E: CITY OF DES PLAINES ECONOMIC DISCLOSURE FORM
- EXHIBIT F: COMPLETE LIST OF ALL OWNERS, DEVELOPERS, OCCUPANTS, AND OTHER INTERESTED PARTIES (INCLUDING ALL BENEFICIAL OWNER OF A CORPORATION AND/OR LAND TRUST) IDENTIFIED BY NAMES AND ADDRESSES HAVING AN INTEREST IN THE SUBJECT PROPERTY AND THE PROPOSED USER AND THE NATURE AND EXTENT OF THIS INTEREST
- EXHIBIT G: DESCRIPTION OF PRECISE NATURE AND EXTENT OF THE INDUSTRIAL USE OF THE SUBJECT PROPERTY. SPECIFY, WHERE APPLICABLE, THE AMOUNT/PERCENTAGE OF FLOOR AREA DEVOTED TO MANUFACTURING, WAREHOUSE/DISTRIBUTION, OTHER INDUSTRIAL, AND NON-INDUSTRIAL USES
- EXHIBIT H: ANALYSIS OF TAXES GENERATED BY THE NEW DEVELOPMENT WITH AND WITHOUT THE ABATEMENT INCENTIVE (12 YEAR PROJECTION)

CURRENT ZONING OF PROPERTY: M-2

IF ZONING AMENDMENTS, VARIATIONS, OR OTHER ZONING RELIEF WILL BE REQUIRED, SPECIFY PROPOSED CHANGES:

None

ESTIMATED AMOUNT OF NEW EQUALIZED ASSESSED VALUATION (EAV) GENERATED BY THE NEW DEVELOPMENT: _____ Total EAV: \$1,195,560

ESTIMATED NUMBER OF FULL-TIME AND PART-TIME JOBS ON PREMISES AS RESULT OF THE NEW DEVELOPMENT:

FULL-TIME Approx. 15-20 PART-TIME 6+

SIGNATURE: *Bakri C Ozmen*

DATE: 07/01/2020

**CITY OF DES PLAINES
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT**

Company Name CCC Cabinets - Applicant: United Investment Property LLC

Project Name 2180 S. Wolf Road

Project Address 2180 S. Wolf Road

The City of Des Plaines (the "City") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any City agency, department or City Council action regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "NA" **An incomplete EDS will be returned and any City action will stop pending receipt of a completed EDS.**

Please **print or type** all responses clearly and legibly. **Add additional pages if needed, being careful to identify the portion of the EDS to which each additional page refers.**

WHO MUST SUBMIT AN EDS:

1. **Applicants:** Any individual or entity (the "**Applicant**") making an application to the City for action on economic entitlements requiring City Council approval must file this EDS.

2. **Entities holding an interest in the Applicant:** Generally, whenever an ownership interest in the Applicant (for example, shares of stock of the Applicant or a limited partnership interest in the Applicant) is held or owned by another legal entity (for example, a corporation or partnership, rather than an individual) each such legal entity must also file an EDS on its own behalf, and any parent of that legal entity **must do so until individual owners are disclosed.**

However, if an entity filing an EDS is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, only those shareholders that own 10% or more of that filing entity's stock must file an EDS on their own behalf.

ACKNOWLEDGMENT OF POSSIBLE CREDIT AND OTHER CHECKS: By completing and filing this EDS, the Undersigned acknowledges and agrees, on behalf of itself and the entities or individuals named in this EDS, that the City may investigate the criminal background and creditworthiness of some or all of the entities or individuals named in this EDS.

CERTIFYING THIS EDS: Execute the certification on the date of the initial submission of this EDS. You may be asked to re-certify this EDS on the last page as of the date of submission of any subsequent documentation, or as of the date of the closing of your transaction.

GENERAL INFORMATION

Date this EDS is completed: 4/30/2021

A. Who is submitting this EDS? The individual will be the “Undersigned” throughout this EDS. Bahri Ozmen on behalf of the United Investment Property LLC

NOTE: The Undersigned is the individual or entity submitting this EDS, whether the Undersigned is an Applicant or is an individual on behalf of an entity holding an interest in the Applicant. This EDS requires certain disclosures and certifications from Applicants that are not required from entities holding an interest in the Applicant.

NOTE: When completing this EDS, please observe whether the section you are completing applies only to Applicants.

- Check here if the Undersigned is filing this EDS as the Applicant.
- Check here if the Undersigned is filing on behalf of an entity holding an interest in an Applicant.

Also, please identify the legal name of the Entity holding an interest in the Applicant:

United Investment Property LLC

B. Business address of the Undersigned: 300 King Street
Elk Grove Village, Illinois 60007

C. Telephone: (224) 200-8499 Fax: N/A Email: bcozmen@cccabinets.com

D. Name of contact person: Bahri Ozmen

E: Tax identification number: 862090549

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location if applicable):

New 6b at 2180 Wolf based on reoccupation of abandoned property for less than than twenty-four (24) continuous month vacancy and substantial rehabilitation

G. City action requested (specify; professional services, purchase of supplies, project bid, contract for services, other):

6b Resolution

H. Describe contract:

Under contract to purchase the property, contingent on receiving the 6b tax incentive

SECTION ONE: DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF ENTITY

1. Indicate whether the Undersigned is an individual or legal entity:

- Individual
- Limited Liability Company
- Business corporation
- Joint venture
- Sole proprietorship
- Not-for-profit corporation
- Trust
- (Is the not-for-profit corporation also a 501(c)(3))?
- Yes No
- General partnership
- Other entity (please specify)
- Limited partnership

2. State of incorporation and date of incorporation of organization, if applicable:

February 16, 2021 - Illinois

3. For legal entities not organized in the State of Illinois: Is the organization authorized to do business in the State of Illinois as a foreign entity?

Yes No N/A **Submit Proof by attachment.**

B. ORGANIZATION INFORMATION – attach additional pages, if necessary.

1. IF THE UNDERSIGNED IS A CORPORATION:

a. List below the names and titles of all executive officers and all directors of the corporation. For not-for-profit corporations, also list below any executive director of the corporation, and indicate all members, if any, who are legal entities. If there are no such members, write "no members."

Name

Title

b. If the Undersigned is a corporation whose shares **are** registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 10% of the corporation's outstanding shares.

Name	Business	Address	Percentage Interest
N/A			

c. For corporations that **are not** registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, list below the name, business address and percentage of ownership interest of each shareholder.

Name	Business	Address	Percentage Interest

2. IF THE UNDERSIGNED IS A PARTNERSHIP OR JOINT VENTURE:

For general or limited partnerships or joint ventures: list below the name, business address and percentage of ownership interest of each partner. For limited partnerships, indicate whether each partner is a general partner or a limited partner.

Name	Business	Address	Percentage Interest
N/A			

3. IF THE UNDERSIGNED IS A LIMITED LIABILITY COMPANY:

a. List below the name, business address and percentage of ownership interest of each (i) member and (ii) manager. If there are no managers, write "no managers," and indicate how the company is managed.

Name	Business	Address	Percentage Interest
See enclosed			

b. List below the names and titles of all officers, if any. If there are no officers, write "no officers."

Name	Title
See enclosed	

4. IF THE UNDERSIGNED IS A LAND TRUST, BUSINESS TRUST, TRUST, ESTATE OR OTHER SIMILAR ENTITY:

a. List below the name and business address of each individual or legal entity holding legal title to the property that is the subject of the trust.

Name	Business	Address
N/A		

Trustee Name and Address	Trust Number

b. List below the name, business address and percentage of beneficial interest of each beneficiary of the Trust.

Name	Business	Address	Percentage Interest
N/A			

5. IF THE UNDERSIGNED IS ANY OTHER LEGAL ENTITY, first describe the entity, then provide the name, business address, and the percentage of interest of all individuals or legal entities having an ownership or other beneficial interest in the entity. Describe the entity:

N/A

Name	Business	Address	Percentage Interest
N/A			

SECTION TWO: BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

A. DEFINITIONS AND DISCLOSURE REQUIREMENT

1. The Undersigned must indicate whether it had a "doing business" relationship or had a "financial interest" with a City elected official in the 12 months before the date this EDS is signed.

2. Pursuant to the City Code of Ethics, Section 1-9-1 et seq. and specifically Section 1-9-3 and Section 1-9-5 of the Municipal Code of Des Plaines (the "Municipal Code"), "doing business" and "financial interest" are defined as follows:

DOING BUSINESS:

Any combination of sales, contracts, or purchases, with the City or any City Agency in an amount in excess of ten thousand dollars (\$10,000.00) in any twelve (12) consecutive months.

FINANCIAL INTEREST:

A. Any interest as a result of which the owner currently receives or is entitled to receive in the future more than two thousand five hundred dollars (\$2,500.00) per year; or

B. Any interest with a cost or present value of five thousand dollars (\$5,000.00) or more; or

C. Any interest representing more than ten percent (10%) of a corporation, partnership, sole proprietorship, firm, enterprise, franchise, organization, holding company, joint stock company, receivership, trust or any legal entity organized for profit; provided, however, financial interest shall not include:

1. Any publicly held stock traded on a recognized exchange;
2. The authorized compensation paid to an official or employee for his office or employment;
3. Any economic benefit provided equally to all residents of the city;
4. A time or demand deposit in a financial institution;

5. An endowment or insurance policy or annuity contract purchased from an insurance company.

B. CERTIFICATION

1. Has the Undersigned had a "doing business" relationship or "financial interest" with any City elected official in the 12 months before the date this EDS is signed?

Yes [X] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s). Attach additional sheet if necessary:

N/A

SECTION THREE: DISCLOSURE OF RETAINED PARTIES

A. DEFINITIONS AND DISCLOSURE REQUIREMENTS

1. The Undersigned, must disclose certain information about attorneys, lobbyists, accountants, consultants, subcontractors, and any other person whom the Undersigned has retained or expects to retain in connection with the Matter. In particular, the Undersigned must disclose the name of each such person, his/her business address, the nature of the relationship, and the total amount of the fees paid or estimated to be paid. For this section 3, the Undersigned is not required to disclose employees who are paid solely through the Applicant's regular payroll.

"Lobbyist" means any person (i) who undertakes to influence any legislative or administrative action, or (ii) any part of whose duty as an employee of another includes undertaking to influence any legislative or administrative action. **For the purposes of this section only, a person may be a Lobbyist, within the meaning of the above definition, even if he or she is not registered with the State of Illinois as a Lobbyist.**

2. If the Undersigned is uncertain whether a disclosure is required under this Section 3, the Undersigned must attach to this EDS a letter specifying the question on disclosure or make the disclosure.

B. DISCLOSURE – attach additional pages, if necessary.

1. Each and every attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained directly by the Undersigned with respect to or in connection with the Matter is listed below [begin list here, add sheets as necessary]:

Name	Business Address	Relationship to Undersigned (attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)
Liston & Tsantilis - 33 North LaSalle Street, Suite 2800, Chicago, IL - Attorney - Hourly - Approximately \$3,500 - \$5,000			

2. Indicate for each whether retained or anticipated to be retained.

Name	Status
Liston & Tsantilis	Retained

CHECK HERE IF NO SUCH INDIVIDUALS HAVE BEEN RETAINED BY THE UNDERSIGNED OR ARE ANTICIPATED TO BE RETAINED BY THE UNDERSIGNED.

3. Has any owner, officer, manager, or employee of Applicant ever plead guilty, been found guilty, received supervision, plead nolo contendere (no contest) to any felony within the last five (5) years? Check one: No . Yes _____. If yes, complete section below or attach additional sheet(s) identifying person, charge, date of finding, Court name and branch and case docket number.

N/A

Name	Relationship with company	Date of plea or court action
N/A		

N/A

Court in which plea made	County, and State or District
N/A	

Nature of offense:
N/A

4. State whether any person or company identified in response to section 3 B. 1 above has ever plead guilty, been found guilty, received supervision, plead nolo contendere (no contest) to any felony within the last five (5) years. Check one: No . Yes _____. If yes complete section below or attach additional sheet(s) identifying person, charge, dated of finding, Court name and branch and case docket number.

N/A

Name	Relationship with company	Date of plea or court action
N/A		

N/A

Court in which plea made

County, State, or District

Nature of offense:

N/A

SECTION FOUR: CERTIFICATIONS

A. CERTIFICATION OF COMPLIANCE

For purposes of the certifications in 1, 2, and 3 below, the term “affiliate” means any individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

1. The Undersigned is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, **or the Internal Revenue Service** nor is the Undersigned or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes. If there are any such delinquencies, note them below:

N/A

If the letters “NA,” meaning “not applicable” or the word “None,” or no response appears on the lines above, it will be conclusively presumed that the Undersigned is not delinquent and has certified to the above statements.

2. The Undersigned and its affiliates have not, in the past five years, been found in violation of any City, state or federal environmental law or regulation. If there have been any such violations, note them below:

N/A

If the letters “NA,” the word “None,” or no response appears on the lines above, it will be conclusively presumed that the Undersigned had no violations and certified to the above statements.

3. If the Undersigned is the Applicant, the Undersigned and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

4. The Undersigned will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Section Four, 1, (1-3) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Undersigned has reason to believe has not provided or cannot provide truthful certifications.

If the Undersigned is unable to make the certifications required in Section Four, paragraph A (3) and (4) above, provide an explanation:

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

B. FURTHER CERTIFICATIONS

1. The Undersigned and, if the Undersigned is a legal entity, its principals (officers, directors, partners, members, managers, executive director):

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. Have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause (1)(b) of this section;
- d. Have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. Have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, in any

criminal or civil action instituted by the City or by the federal government, any state, or any other unit of local government.

- f. Have not, within a five-year period preceding the date of this EDS, filed for, or acquiesced in the filing of, (i) any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law, or (ii) any dissolution, liquidation or foreclosure.

2. The certifications concern:

- the Undersigned;
- any party participating in the performance of the Matter ("an **Applicable Party**");
- any "**Affiliated Entity**" (meaning an individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means an individual or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another individual or entity;
- any responsible official of the Undersigned, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Undersigned, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Undersigned, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Undersigned, nor any Applicable Party, nor any Affiliated Entity of either the Undersigned or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

- A. Bribe or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- B. Agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint

of freedom of competition by agreement to bid a fixed price or otherwise;
or

- C. Made an admission of such conduct described in (1) or (2) above that is a matter of record, but have not been prosecuted for such conduct; or

3. The Undersigned understands and shall comply with State Statutes and the City Code of Ethics, Section 1-9-1 et seq. of the Des Plaines Municipal Code.

4. Neither the Undersigned, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

5. If the Undersigned is unable to certify to any of the above statements in this Part III, the Undersigned must explain below:

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

C. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Section 1-9-1 et seq. of the Municipal Code have the same meanings when used in this Part III.

- 1. In accordance with Section 1-9-3 of the Municipal Code:
Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person in the Matter?

[] Yes No

NOTE: If you answered "No" to Item C(1), you are not required to answer Items C(2) or (3) below. Instead, review the certification in Item C(4) and then proceed to Section Five. If you answered "Yes" to Item C(1), you must first respond to Item C(2) and provide the information requested in Item C(3). After responding to those items, review the certification in Item C(4) and proceed to Section Five.

- 2. Unless sold pursuant to a process of competitive bidding, no City elected official or employee shall have a financial interest in his or her own name or in the name

of any other person in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part V.

Does the Matter involve a City Property Sale?

Yes No

3. If you answered "yes" to Item C(1), provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest
N/A		

4. The Undersigned further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

SECTION FIVE: DISCLOSURE OF A FAMILIAL RELATIONSHIP

A. The Undersigned must disclose whether such Applicant or any Applicable Party (as defined below) or any spouse or domestic partner thereof currently has a "familial relationship" with any elected City official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Undersigned or any Applicable Party or any spouse or domestic partner thereof is related to the mayor, any councilman, or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means any (1) officer, member, manager, partner or executive director, of a legal entity or any person exercising similar authority, or (2) any person having more than a 7.5 percent ownership interest in the Applicant as listed in Section I.B,

B. Does the Undersigned or any "Applicable Party" or any spouse or domestic partner thereof currently have a "familial relationship" with an elected City official or department head?

Yes

No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

N/A

SECTION SIX: CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Undersigned understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Undersigned understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based including, but not limited to, compliance with the City Code of Ethics.

B. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Undersigned's participation in the Matter and/or declining to allow the Undersigned to participate in other transactions with the City.

C. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. **By completing and signing this EDS, the Undersigned waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS, and conduct any background investigation which may be necessary as a result of this EDS.**

D. The Undersigned has not withheld or reserved any disclosures as to economic interests in the Undersigned, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks economic entitlements requiring City Council approval.

E. The information provided in this EDS must be kept current. In the event of changes, the Undersigned must supplement this EDS up to the time the City takes action on the Matter and recertify the supplemental matters.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Applicant, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

United Investment Property LLC
(Print name of individual or legal entity submitting this EDS)

Date: _____

By:

(Sign here)

Bahri Ozmen

Print name of signer

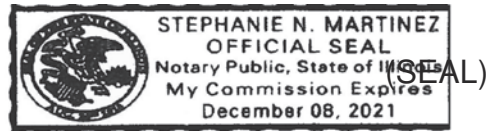
Partner *Bahri C Ozmen*

Title of signer

SUBSCRIBED and SWORN to before
me this 30th, day of April, 2011.

Stephanie N. Martinez

NOTARY PUBLIC



Identification of Persons Having an Interest in the Property

2180 S. Wolf Road, Des Plaines, IL 60018

PIN: 09-30-400-037-0000

Applicant: United Investment Property LLC

Cemal Kulunkoglu – 25% - Member

Salih Ece – 25% - Member

Selamet Kanberoglu – 25% - Member

Bahri Ozmen 25 – Member

Occupant:

The Applicant plans to lease the property to a related entity, CCC Cabinets (the “Occupant” or “CCC”) who will use the property for warehousing, assembly, manufacturing and distribution. With over 15 years of experience, Chicago Cabinet Center (CCC) is a wholesale cabinetry corporation committed to bringing affordable quality cabinetry to the Chicagoland, Houston, and San Antonio metro areas. CCC imports directly from manufacturers in order to pass savings on to contractors, architects, and kitchen & bath dealers.

Secretary of State Jesse White
Department of Business Services
Limited Liability Division
www.cyberdriveillinois.com

Filing Fee: \$400

Approved By: HLH

FILED

FEB 16 2021

Jesse White
Secretary of State

1. Limited Liability Company Name: UNITED INVESTMENT PROPERTY LLC

2. Address of Principal Place of Business where records of the company will be kept:
300 KING ST
ELK GROVE VILLAGE, IL 60007

3. The Limited Liability Company has one or more members on the filing date.

4. Registered Agent's Name and Registered Office Address:

BAHRI OZMEN
300 KING ST
ELK GROVE VILLAGE, IL 60007-1115

5. Purpose for which the Limited Liability Company is organized:
"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

6. The LLC is to have perpetual existence.

7. Name and business addresses of all the managers and any member having the authority of manager:

CEMAL KULUNKOGLU
300 KING ST
ELK GROVE VILLAGE, IL 60007

PASA S ECE
300 KING ST
ELK GROVE VILLAGE, IL 60007

SELAMET KANBEROGLU
300 KING ST
ELK GROVE VILLAGE, IL 60007

BAHRI OZMEN
300 KING ST
ELK GROVE VILLAGE, IL 60007

8. **Name and Address of Organizer**
I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.
Dated: FEBRUARY 16, 2021
BAHRI OZMEN
300 KING ST
ELK GROVE VILLAGE, IL 60007

The operating agreement provides for the establishment of one or more series. When the company has filed a Certificate of Designation for each series, which is to have limited liability pursuant to Section 37-40 of the Illinois Limited Liability Company Act, the debts, liabilities and obligations incurred, contracted for or otherwise existing with respect to a particular series shall be enforceable against the assets of such series only, and not against the assets of the Limited Liability Company generally or any other series thereof, and unless otherwise provided in the operating agreement, none of the debts, liabilities, obligations and expenses incurred, contracted for or otherwise existing with respect to this company generally or any other series thereof shall be enforceable against the assets of such series.

Date of this notice: 02-16-2021

Employer Identification Number:
86-2090549

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

UNITED INVESTMENT PROPERTY
% BAHRI OZMEN
300 KING ST
ELK GROVE VILLAGE, IL 60007

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 86-2090549. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120

04/15/2022

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is UNIT. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made by and between CABINET DISTRIBUTION CENTER LLC, an Illinois limited liability company d/b/a CCC CHICAGO CABINETS (including any assignee permitted pursuant to Paragraph 20 hereof, "Purchaser"), and LEVY PROPERTY GROUP, LLC, an Illinois limited liability company ("Seller"), and is entered into as of the "Effective Date", as defined in Paragraph 3A of this Agreement.

RECITALS

WHEREAS, Seller is the owner of a parcel of land legally described on Exhibit A attached hereto and made a part hereof (the "Real Estate"), of approximately 2.7025 acres, with a building (the "Building") situated thereon (approximately 60,922 square feet) as well as other improvements on said Real Estate, all located in the City of Des Plaines, County of Cook, State of Illinois, and commonly known as 2180 S. Wolf Road, Des Plaines, Illinois (Permanent Index No. 09-30-400-037-0000), the personal property within the Building, as listed in Exhibit D, and located on the Real Estate, as set forth on the "Bill of Sale" described in Paragraph 6B of this Agreement (the "Personal Property"), together with all of the Seller's estates, rights, privileges, rights of access, easements and appurtenances belonging or in any way appertaining to the aforesaid Real Estate, Building, improvements and Personal Property (the Real Estate, the Building, improvements, Personal Property and all of the aforesaid Seller's estates, rights, privileges, rights of access, easements and appurtenances belonging or in any way appertaining thereto are collectively referred to herein as the "Property").

WHEREAS, Purchaser desires to purchase and Seller desires to sell the Property upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and undertakings contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. RECITALS. The Recitals are contractual and are hereby incorporated into the body of this Agreement.

2. SALE. Purchaser hereby agrees to purchase and Seller hereby agrees to sell, convey or cause to be conveyed, the Property, as set forth herein.

3. PURCHASE PRICE. The Purchase Price shall be *THREE MILLION FIVE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS* (\$3,575,000.00), allocated as follows:

Real Estate, Building and improvements:	\$	3,500,000.00
<u>Personal Property:</u>	<u>\$</u>	<u>75,000.00</u>
Total:	\$	3,575,000.00

The Purchase Price shall be due and payable as follows:

A. Within five (5) business days after the "Effective Date" (being the date the later of the Purchaser and Seller execute this Agreement), the Purchaser shall deposit the sum of *FIFTY THOUSAND AND NO/100 DOLLARS* (\$50,000.00) (the "Earnest Money") with the "Title Insurer" (hereinafter defined) for the mutual benefit of the parties into a strict joint order escrow account with Title


IN WITNESS WHEREOF, the parties have hereto set their hands and seals on the dates written below, the later of which is known as the "Effective Date" hereunder.


SELLER:

PURCHASER:

LEVY PROPERTY GROUP, LLC
an Illinois limited liability company

CABINET DISTRIBUTION CENTER LLC
d/b/a CCC CHICAGO CABINETS
an Illinois limited liability company

By:  _____

By:  _____

Name: David Levy

Name: Bahri OZMEN

Title: Member

Title: CEO

Dated: March 17, 2021

Dated: 03//15/2021



2020 DEALER CATALOG



CITY OF DES PLAINES

RESOLUTION R - 129 - 21

A RESOLUTION SUPPORTING AND CONSENTING TO THE APPROVAL OF CLASS 6b CLASSIFICATION FOR THE PROPERTY LOCATED AT 2180 S WOLF ROAD, DES PLAINES, ILLINOIS.

WHEREAS, United Investment Property, LLC ("**Applicant**") is the contract purchaser of that certain property commonly known as 2180 S. Wolf Road in the City, legally described in **Exhibit A** attached to, and by this reference made a part of, this Resolution ("**Subject Property**"); and

WHEREAS, the Subject Property consists of an approximately 2.70-acre site improved with an approximately 60,922-square-foot building constructed in 1952 ("**Existing Building**"); and

WHEREAS, the Subject Property is currently owned by Levy Property Group, LLC ("**Current Occupant**"); and

WHEREAS, the Subject Property is currently underutilized and almost entirely vacant because less than one percent of the Existing Building's square footage is being used by the Current Occupant, a sale for purchase has not yet occurred, and the Existing Building will be fully vacant at the transfer of title; and

WHEREAS, the Applicant intends to purchase the Subject Property and lease the Subject Property to Chicago Cabinet Center ("**Proposed Occupant**") of Elk Grove Village for assembly, warehousing, and distribution purposes ("**Proposed Use**"); and

WHEREAS, following the acquisition of the Subject Property, the Applicant intends to make improvements and renovations to real property totaling approximately \$608,000, exclusive of land acquisition ("**Proposed Improvements**"); and

WHEREAS, the Applicant intends to file with the Office of the Assessor of Cook County an application for Class 6b classification for the Subject Property under the eligibility criteria of "substantial re-occupancy of abandoned property" pursuant to Section 7 4-62(b) of the Cook County Real Property Assessment Classification Ordinance ("**County Classification Ordinance**"); and

WHEREAS, although the Subject Property has not been 100 percent vacant and unused for 24 continuous months, the City has determined that the Subject Property is abandoned by special circumstance, as set forth in the County Classification Ordinance and described in the Cook County Assessor Class 6b Eligibility Bulletin; and

WHEREAS, the Class 6b classification temporarily reduces the property tax assessment of qualifying properties in order to promote industrial projects which would not be economically feasible without assistance; and

WHEREAS, the Applicant projects that it would be unable to justify the additional investments necessary to complete the Proposed Improvements and cause the Subject Property to be reoccupied for the Proposed Use but for the classification of the Subject Property as Class 6b under the Classification Ordinance; and

WHEREAS, as part of the Class 6b application filed with the City for the Subject Property, the Applicant filed a Cook County compliant Economic Disclosure Statement with the City; and

WHEREAS, to qualify for the 6b Classification, the Applicant must receive the consent of the City in the form of a resolution from the City Council; and

WHEREAS, the City Council hereby finds that the construction of the Proposed Improvements and the initiation of the Proposed Use on the Subject Property subsequent to the cessation of the Current Occupant's operations would be in the best interest of the City and the public; and

WHEREAS, the City Council hereby finds that it is in the best interest of the City and the public to provide its consent and approval to the Applicant's request for a Class 6b classification for the Subject Property and support Cook County's exercise of its home rule authority to grant the Class 6b classification;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: DETERMINATION OF ELIGIBILITY AND APPROPRIATENESS. The City Council hereby finds and determines that: (a) the Subject Property is appropriate for the Class 6b classification pursuant to the Classification Ordinance; (b) Class 6b classification of the Subject Property is necessary for the substantial rehabilitation and reoccupation of the Subject Property and (c) the substantial rehabilitation and reoccupation of the Subject Property constitutes an extraordinary and special circumstance warranting the grant of the Class 6b classification.; and

SECTION 3: SUPPORT AND CONSENT TO CLASS 6b CLASSIFICATION. Pursuant to the County Classification Ordinance, the City Council hereby approves, consents to, and supports the classification of the Subject Property as Class 6b property, subject to the conditions set forth in Section 4 of this Resolution.

SECTION 4: CONDITIONS OF CITY'S CONSENT; REVOCATION. The consent granted in Section 3 of this Resolution is expressly conditioned upon the occurrence and/or satisfaction by the Applicant of the following conditions:

- A. The Applicant will complete construction of the Proposed Improvements no later than January 1, 2023;
- B. The Applicant has provided evidence that the Proposed Occupant will employ at least 15 full-time workers on the Subject Property, with priority for new hiring given to qualified Des Plaines residents, no later than July 1, 2023; and
- C. The Applicant and the Proposed Use has evidenced a commitment to construct the Proposed Improvements in the amount of no less than \$608,000.

The Applicant agrees and acknowledges that if any of the conditions set forth in this Section 4 have not been satisfied by the dates specified, the City Council shall have the option, in its sole and exclusive discretion, to revoke the consent granted in Section 3 by resolution duly adopted in accordance with the procedures set forth in Section 74-73 of the Cook County Code of Ordinances. In the event that the City Council revokes its consent, the City Clerk is directed to promptly deliver notice of such revocation to the Board of Commissioners of Cook County and the Office of the Cook County Assessor along with certified copies of the revoking resolution.

SECTION 5: DELIVERY. The City Clerk is hereby directed to transmit a certified copy of this Resolution to the Applicant. The Applicant shall be responsible for presenting such certified copy to the Board of Commissioners of Cook County and filing such certified copy with the Office of the Cook County Assessor.

SECTION 6: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law and the satisfaction of the conditions set forth in Section 4 above.

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

THE SOUTH 277.0 FEET OF THE WEST 425.0 FEET OF THE EAST 475.9 FEET OF THAT PART OF THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 30 TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE NORTH LINE OF J. EMIL ANDERSON WOLF-TOLL ROAD SUBDIVISION OF PART OF THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 30 AFORESAID, IN COOK COUNTY, ILLINOIS.

Commonly known as 2180 S. Wolf Road, Des Plaines, 60018

PIN: 09-30-400-037-0000



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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MEMORANDUM

Date: July 22, 2021

To: Michael G. Bartholomew, MCP, LEED-AP, City Manager

From: John T. Carlisle, AICP, Economic Development Manager *JTC*

Cc: Vickie Baumann, Secretary / Registration & License Division

Subject: Amendments to Title 4 of the City Code to Remove License Requirement for Occasional Residential Sales (Garage Sales)

Issue: As part of an ongoing effort to simplify requirements for residents and to use staff resources more efficiently, staff has identified the garage sale license, currently required by 4-3-5.C. of the City Code, as an administrative process that does not yield substantial benefit and could be eliminated. Therefore, staff proposes removing the license requirement, as well as its attendant form and \$5 fee. All other existing regulations, such as limiting to three-day durations and a maximum of three sales per year per property (excluding City-wide sales), would be retained.

Analysis: The Code Enforcement Division reports that achieving compliance with garage sale rules is generally not aided by the license requirement. Instead, officers rely on external complaints and their own observation, tracking properties with a pattern of violations. This strategy is generally effective and can go on without requiring residents to obtain a license. Further, revenue from the license has declined from approximately \$3,000 per year to less than \$2,000 per year over the past five years. (No revenue was collected in 2020 because of the suspension of the fee as a COVID-19 relief effort. Approximately \$1,760 would have been collected had the fee been in place.)

The City's General Council has prepared the attached Ordinance M-10-21 creating Chapter 21 – Occasional Residential Sales under Title 4 – Business Regulations. Section 4-3-5 would be repealed and reserved for future use.

Recommendation: I recommend the City Council adopt Ordinance M-10-21 amending the municipal code regulating Occasional Residential Sales.

Attachment:
Ordinance M-10-21

CITY OF DES PLAINES

ORDINANCE M - 10 - 21

AN ORDINANCE AMENDING TITLE 4 OF THE DES PLAINES CITY CODE REGARDING OCCASIONAL RESIDENTIAL SALES.

WHEREAS, the City is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, Section 4-3-5 of the City Code of the City of Des Plaines, as amended ("*City Code*") sets forth rules and regulations for garage and yard sales ("*Occasional Residential Sales*"); and

WHEREAS, the City desires to amend the City Code no longer require residents to obtain a temporary event license before holding an Occasional Residential Sale; and

WHEREAS, the City Council has determined that it is in the best interest of the City to amend the City Code as set forth in this Ordinance;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

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

SECTION 2. REPEALER. Section 4-3-5, titled "Occasional Residential Sales," of Chapter 2, titled "Temporary Event Licenses," of Title 4, titled "Business Regulations," of the City Code is hereby repealed in its entirety and reserved for future use.

SECTION 3. OCCASIONAL RESIDENTIAL SALES. Title 4, titled "Business Regulations," of the City Code is hereby amended to add a new Chapter 21, titled "Occasional Residential Sales," as set forth on *Exhibit A*, attached to and made a part of this Ordinance.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form according to law.

[SIGNATURE PAGE FOLLOWS]

PASSED this _____ day of _____, 2021.

APPROVED this _____ day of _____, 2021.

VOTE: Ayes _____ Nays _____ Absent _____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this
_____ day of _____, 2021

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

EXHIBIT A

CHAPTER 21 OCCASIONAL RESIDENTIAL SALES

4-21-1: DEFINITIONS:

OCCASIONAL RESIDENTIAL SALES: For the purposes of this chapter, "occasional residential sales" are defined as those sales of goods, wares and merchandise owned by the occupier of the premises or owned by a group of persons having a common sale commonly known as a garage sale, basement sale, house sale, yard sale, estate sale, moving sale, or rummage sale conducted on an infrequent and unscheduled basis on premises zoned or used for residential purposes. Bulk sales, the sale of multiple new items of the same description, and the sale of consigned merchandise, merchandise brought to the premises for resale or for reconditioning for resale are prohibited at occasional residential sales.

Premises zoned or used for residential purposes include:

MULTIPLE-FAMILY DWELLING: A residential building containing three or more dwelling units, including what is commonly known as an apartment building or condominium, but not including group, row or town houses.

SINGLE-FAMILY ATTACHED DWELLING: A residential building containing dwelling units, each of which has primary ground floor access to the outside and are attached to each other by party walls without openings. Includes townhomes.

SINGLE-FAMILY DETACHED DWELLING: A residential building containing not more than one dwelling unit entirely surrounded by open space on the same lot.

4-21-2: OCCASIONAL RESIDENTIAL SALE REGULATIONS:

All occasional residential sales must be conducted in compliance with the following regulations:

- A. **Duration and Frequency:** Occasional residential sales may be conducted for no more than three consecutive days and not more than three occasional residential sales may be conducted on the same premises within any calendar year with the exception of any community occasional residential sales authorized by the City. A fourth occasional residential sale may be conducted on the same premises within a calendar year if the owner of the premises is moving or vacating the premises.
- B. **Hours of Operation:** No occasional residential sale may be conducted before 8:00 A.M. or after sunset.
- C. **Signage:** All signs promoting an occasional residential sale must be removed no later than 9:00 P.M. on the day the occasional residential sale has ended. No sign promoting an occasional residential sale or sales may exceed eight square feet. Signs may not be placed or displayed on any public right-of-way, including, without limitation, on trees, light

standards, telephone poles or other supporting structures, or displayed in a manner that causes any unsafe condition or impediment to vehicular or pedestrian traffic.

- D. Location of Sale: It shall be unlawful for any person to conduct occasional residential sales on any public street or public right-of-way or to display wares associated with the sale on any public street or public right-of-way.
- E. Traffic: No occasional residential sales may be conducted in a manner that causes any unsafe condition or impediment to vehicular or pedestrian traffic. Vehicular parking for any occasional residential sale is not permitted on any main thoroughfare. The Chief of Police, or their designee, may automatically suspend an occasional residential sale license should such violation occur.
- F. Penalty: Any person violating any provision of this chapter, where no other penalty is specifically provided, shall be fined as provided in the general penalty in section 1-4-1 of this Code for each offense. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.