



CITY COUNCIL AGENDA

Monday, November 1, 2021

Closed Session – 6:30 p.m.

Regular Session – 7:00 p.m.

Room 102

CALL TO ORDER

CLOSED SESSION

COLLECTIVE BARGAINING

PERSONNEL

REGULAR SESSION

ROLL CALL

PRAYER

PLEDGE OF ALLEGIANCE

PROCLAMATION

VETERANS' DAY – NOVEMBER 11

NATIONAL NATIVE AMERICAN AND ALASKA NATIVE HERITAGE MONTH

RECOGNITION

LIFE-SAVING AWARD – OFFICER HANSON

LIFE-SAVING AWARD – OFFICER ANDERSON, OFFICER KOLK, OFFICER SWEENEY

PUBLIC HEARING

PROPOSED 2021 PROPERTY TAX LEVY – **FIRST READING – ORDINANCE M-26-21** – Levying Taxes for the City of Des Plaines, Cook County, Illinois for the Fiscal Year Beginning January 1, 2022 and Ending December 31, 2022

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-172-21:** Waiving Bid Requirements and Approving the Purchase of Additional Body Camera Systems and Police In-Car Video System and Accessories from Sole-Source Provider Safe Fleet Mobile-Vision, Inc., Houston, Texas at a Cost Not-to-Exceed \$74,225.00. Budgeted Funds – Police Asset Forfeiture.
2. **RESOLUTION R-173-21:** Approving an Agreement for Document Scanning Services with Microsystems, Inc., Northbrook, Illinois for a One-Year Term with an Option to Renew Up to Three Additional Terms. Budgeted Funds – IT/Records Preservation.
3. **RESOLUTION R-174-21:** Waiving Competitive Bidding Requirements and Approving the Electrical Services Master Contract Between the City of Des Plaines and Argon Electric Company, Inc., Buffalo Grove, Illinois
4. **RESOLUTION R-175-21:** Authorizing the Execution of Agreements with Sub-recipients of Community Development Block Grant (CDBG) Funds for Program Year 2021
5. **RESOLUTION R-176-21:** Approving Task Order #17 for Engineering Services Related to Modifications to the Maple Street Pump with Trotter & Associates, Inc., St. Charles, Illinois in the Amount of \$29,950.00. Budgeted Funds – Water.
6. **RESOLUTION R-177-21:** Accepting the Public Improvements and Releasing the Subdivision Guaranty Balance of \$236,866.13 to Covington Vanguard Des Plaines, LP for the Monarch Apartments Development at 150 N. East River Road
7. **SECOND READING – ORDINANCE M-17-21:** Amending the City Code to Add One Class “A” Liquor License for Onesti DPT, Inc. d/b/a Des Plaines Theatre, 1476 Miner Street
8. **SECOND READING – ORDINANCE M-18-21:** Abatement – 2009A Taxable General Obligation Refunding Bonds
9. **SECOND READING – ORDINANCE M-19-21:** Abatement – 2014B General Obligation Refunding Bonds
10. **SECOND READING – ORDINANCE M-20-21:** Abatement – 2018 Taxable General Obligation Refunding Bonds
11. **SECOND READING – ORDINANCE M-21-21:** 2021 Tax Levy, Special Service Area #9 (Parking Lot Improvement, 624-640 W. Algonquin Road) in the amount of \$2,309
12. **SECOND READING – ORDINANCE M-22-21:** 2021 Tax Levy, Special Service Area #10 (Parking Lot Improvement, 642-658 W. Algonquin Road) in the amount of \$2,920
13. **SECOND READING – ORDINANCE M-23-21:** 2021 Tax Levy, Special Service Area #14 (Rear Yard Drainage, 2132, 2140 and 2148 Plainfield Drive) in the amount of \$830
14. **SECOND READING – ORDINANCE M-24-21:** 2021 Tax Levy, Special Service Area #15 (Rear Yard Drainage, 345 and 353 Ardmore Road) in the amount of \$1,643

15. **SECOND READING – ORDINANCE M-25-21:** Terminating Expired Special Service Areas #8, #11, #12, and #13
16. **SECOND READING – ORDINANCE Z-54-21:** Consideration of a Conditional Use Amendment for a Localized Alternative Sign Regulation (LASR) for Rivers Casino at 2980-3000 S. River Road
17. Minutes/Special Meeting Regarding Strategic Planning – October 2, 2021
18. Minutes/Special Meeting Regarding 2022 Budget, Hearing #1 – October 7, 2021
19. Minutes/Special Meeting Regarding 2022 Budget, Hearing #2 – October 12, 2021
20. Minutes/Regular Meeting – October 18, 2021

UNFINISHED BUSINESS

n/a

NEW BUSINESS

1. **FINANCE & ADMINISTRATION** – Alderman Artur Zadrozny, Chair
 - a. Warrant Register in the Amount of \$4,523,441.19 – **RESOLUTION R-178-21**
 - b. Approval of the 2022 Annual Budget for the City of Des Plaines – **RESOLUTION R-179-21**
2. **BUILDING CODE** – Alderman Patsy Smith – Chair
 - a. Consideration of Amendments to Section 10-8-2 of the Des Plaines City Code Regarding Local Amendments to the National Electrical Code – **FIRST READING – ORDINANCE M-27-21**
3. **PUBLIC SAFETY** – Alderman Sean Oskerka, Chair
 - a. Consideration of Approving a One-Year Agreement Beginning January 1, 2022 with Andy Frain Services for Crossing Guard Services in the Amount of \$333,574. Budgeted Funds – Police Department/Support Services/Professional Services – **RESOLUTION R-163-21** (*deferred from 10/18/2021 City Council Meeting*)
4. Reconsideration of the Denial of Ordinance Z-52-21 (Text Amendments Related to Billboards) and Referral for Public Hearing and Consideration Before the City Council of Ordinance Z-52-21 and Z-53-21 (Variation for Proposed New Billboard at 2805-2845 Mannheim)

OTHER MAYOR/ALDERMEN COMMENTS FOR THE GOOD OF THE ORDER

ADJOURNMENT

ORDINANCES ON THE AGENDA FOR FIRST READING APPROVAL MAY ALSO, AT THE COUNCIL'S DISCRETION, BE ADOPTED FOR FINAL PASSAGE AT THE SAME MEETING.

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.



OFFICE OF THE MAYOR

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5301
desplaines.org

MEMORANDUM

Date: October 21, 2021
To: Aldermen
Cc: Michael G. Bartholomew, City Manager
From: Andrew Goczkowski, Mayor AG..
Subject: Proclamation

At the beginning of the November 1, 2021 City Council Meeting, we will be issuing a Proclamation declaring November 11, 2021 as Veteran's Day.

OFFICE OF THE MAYOR

CITY OF

DES PLAINES, ILLINOIS

WHEREAS, *November 11, 1918 in accordance with the terms of the cease-fire agreement signed that morning, marked the official armistice of World War I; and*

WHEREAS, *November 11 now commemorates Veterans Day, which honors veterans of all wars and armed conflicts fought in the name of freedom and in defense of our nation; and*

WHEREAS, *in order to expand the significance of that commemoration and in order that a grateful nation might pay appropriate homage to the veterans of all its wars who have contributed so much to the preservation of this Nation; and*

WHEREAS, *all officials should display the flag of the United States on all Government buildings on November 11.*

Now, therefore, I, ANDREW GOCZKOWSKI, MAYOR OF THE CITY OF DES PLAINES, do hereby proclaim November 11, 2021 as

VETERANS DAY

honoring those who have fought so that the United States could continue to flourish as a free nation, while we remain ever mindful of the blessings brought about by liberty and peace, which must be remembered and preserved through commemoration ceremonies and veterans organizations such as those honored here today.

Dated this 11th day of November, 2021

Andrew Goczowski, Mayor



OFFICE OF THE MAYOR

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5301
desplaines.org

MEMORANDUM

Date: October 21, 2021
To: Aldermen
Cc: Michael G. Bartholomew, City Manager
From: Andrew Goczkowski, Mayor AG
Subject: Proclamation

At the beginning of the November 1, 2021 City Council Meeting, we will be issuing a Proclamation declaring November as National Native American and Alaska Native Heritage Month.

OFFICE OF THE MAYOR

CITY OF

DES PLAINES, ILLINOIS

WHEREAS, *in 1990 President George H. W. Bush approved a joint resolution designating November as "National Native American and Alaska Native Heritage Month; and*

WHEREAS, *Native Americans have helped shape the future of the United States through every turn of our history; and*

WHEREAS, *let us celebrate the traditions, languages and stories of Native Americans and ensure their rich histories and contributions can thrive with each passing generation; and*

WHEREAS, *this Proclamation gives Native people the opportunity to express to the community, both city, county and state officials their concerns and solution for building bridges of understanding and friendship.*

Now, therefore, I, ANDREW GOCZKOWSKI, MAYOR OF THE CITY OF DES PLAINES, do hereby proclaim November as

NATIONAL NATIVE AMERICAN AND ALASKA NATIVE HERITAGE MONTH

in the City of Des Plaines and honor those that live in our community.

Dated this 1ST day of November, 2021

Andrew Goczkowski, Mayor



POLICE DEPARTMENT

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5400
desplaines.org

MEMORANDUM

Date: October 13, 2021
To: Michael G. Bartholomew, City Manager
From: Deputy Chief Dan Shanahan *643
Subject: Presentation of Life Saving Awards- Officer Robert Hanson

Issue: Officer Hanson responded to a residence where the complainant stated her fiancé had fallen ill. Officer Hanson arrived on scene and observed the subject laying on the floor. The subject was not breathing and his face was blue in color. Officer Hanson checked for a pulse, which he did not detect, and he immediately began chest compressions. Officer Hanson continued chest compressions for approximately one minute when the subject was revived and gasped for air. The Des Plaines Fire Department arrived on scene and continued treatment on the subject.

Analysis: The officer's actions saved the subject's life.

Recommendation: This officer should be honored and presented with a lifesaving award and medal.

A handwritten signature in black ink that reads 'Dan Shanahan' followed by the number '643'.



POLICE DEPARTMENT

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5400
desplaines.org

MEMORANDUM

Date: October 13, 2021

To: Michael G. Bartholomew, City Manager

From: Deputy Chief Dan Shanahan *643

Subject: Presentation of Life Saving Awards- Officers Ryan Kolk, Adam Sweeney and Alyce Anderson

Issue: Officers Ryan Kolk, Adam Sweeney and Alyce Anderson responded to 1231 S. Lee St- Best Western Hotel, in regards to a suicidal subject. The despondent's friend notified the Des Plaines Police Department that the despondent/ subject told him he (subject) was filling up the bathtub and was going to take one last breath. The friend also advised the subject was staying at the Best Western Hotel in Des Plaines. Officers arrived on scene were able to locate the room where the subject was residing. Numerous attempts were made to contact the subject, but all attempts failed. Officers could hear music coming from inside the room. The Des Plaines Fire Department arrived on scene and provided a ladder to the window of the subject's room. Officer Kolk climbed the ladder and was able to open the window. Officer Kolk could hear gurgling emanating from the bathroom, where the door was closed, as did Officer Sweeney and Officer Anderson who were positioned outside in the hallway. As Officer Kolk entered the room via the open window, Officer Sweeney breached the door, and he and Officer Anderson entered the room, as well. Officer Sweeney then breached the bathroom door, due to it being locked, and the officers located the subject face down in a bathtub full of water. The officers pulled the subject out of the water, laid him on his side, and he began breathing again. The Des Plaines Fire Department responded and continued treatment on the subject.

Analysis: The officers' preliminary investigation, decisions and actions saved the despondent's life.

Recommendation: These officers should be honored and presented with life saving awards and medals.

A handwritten signature in black ink, reading 'Dan Shanahan' with the number '643' written to the right of the name.



FINANCE DEPARTMENT

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5300
desplaines.org

MEMORANDUM

Date: October 19, 2021

To: Michael Bartholomew, City Manager

From: Dorothy Wisniewski, Assistant City Manager/Director of Finance

Subject: 2021 Property Tax Levy

Issue: Presented for City Council approval is the 2021 Tax Levy representing a 2.91% decrease from the 2020 Property Tax Extension.

Analysis: Section 18-15 of the Illinois Property Tax Code requires that the City adopt a tax levy ordinance and file it with the County Clerk's office by the last Tuesday in December (Tuesday, December 28 for 2021).

The 2021 Tax Levy is scheduled for first reading on November 1st (in conjunction with the public hearing on the Tax Levy) and second reading on November 15th. **However, the County Clerk's office filing deadline of December 28, 2021 remains firm and it is imperative the City Council adopt a tax levy of some amount on or before the evening of December 20th, or the City would be prohibited from levying any property tax.**

2020 Property Tax Extension			2021 Estimated Property Tax Levy		
Fund	Amount		Fund	Amount	+/- % +/- \$
Corporate Fund	9,561,307		Corporate Fund	8,190,198	-14.34% (1,371,109)
Police Pension Fund	8,092,454		Police Pension Fund	8,301,462	2.58% 209,008
Fire Pension Fund	7,570,065		Fire Pension Fund	7,997,490	5.65% 427,425
Library Board Fund	6,283,000		Library Board Fund	6,100,000	-2.91% (183,000)
ITTA Aggregate Property Tax Extension	31,506,826		ITTA Aggregate Property Tax Levy	30,589,150	-2.91% (917,676)

The table above depicts a detailed comparison of the 2020 Tax Extension and the 2021 Tax Levy. The 2021 Tax Levy, which includes the general (corporate) fund, police and fire pension funds, public library fund, and bond & interest (debt service) fund, totals \$30,589,150. This represents a decrease of \$917,676 or -2.91% from the 2020 Property Tax Extension.

Recommendation: I recommend the City Council formally adopt the 2021 Property Tax Levy Ordinance.

Attachments:

Attachment 1 – Legal Notice – 2021 Tax Levy Public Hearing
Attachment 2 – 2021 Tax Levy Ordinance M - 26 - 21
Attachment 3 – 2021 Property Tax Levy Snapshot

NOTICE OF PROPOSED PROPERTY TAX LEVY FOR THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS

- I. A public hearing to approve a proposed property tax levy for the City of Des Plaines, Illinois (the "taxing district") for 2021 will be held at 7:00 PM on November 1, 2021 at Des Plaines City Hall, Room 102, 1420 Miner Street, Des Plaines, Illinois 60016.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Dorothy Wisniewski, Assistant City Manager / Finance Director, City of Des Plaines, 1420 Miner Street, Des Plaines, Illinois 60016, 847-391-5300.

- II. The corporate and special purpose property taxes extended or abated for 2020 were \$31,506,825.

The proposed corporate and special purpose property taxes to be levied for 2021 are \$30,589,150. This represents a decrease of -2.91% from the previous year.

- III. The property taxes extended for debt service and public building commission leases for 2020 were \$0.00.

The estimated property taxes to be levied for debt service and public building commission leases for 2021 are \$0.00.

- IV. The total property taxes extended or abated for 2020 were \$31,506,825.

The estimated total property taxes to be levied for 2021 are \$30,589,150. This represents a decrease of -2.91% from the previous year.

CITY OF DES PLAINES

ORDINANCE M - 26 - 21

AN ORDINANCE LEVYING TAXES FOR THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2021 AND ENDING DECEMBER 31, 2021.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS IN THE EXERCISE OF ITS HOME RULE POWER, AS FOLLOWS:

SECTION 1: That a tax in the sum of \$30,589,150 (Thirty Million, Five Hundred Eighty Nine Thousand, One Hundred Fifty Dollars) being the total estimated appropriation heretofore legally made, or so much thereof as may be authorized by law, which is to be collected from the 2021 tax year levy for all Corporate purposes of the City of Des Plaines, including but not limited to, the maintenance of the Des Plaines Free Public Library, and Police and Firefighter Pension Funds as appropriated for the fiscal year by the ANNUAL APPROPRIATION ORDINANCE OF THE CITY OF DES PLAINES, duly passed by the City Council of the said City of Des Plaines, be and the same is hereby levied for said purposes against all taxable property in the City of Des Plaines for the fiscal year commencing January 1, 2021 and ending December 31, 2021.

SECTION 2: The specific amounts as levied for the various purposes heretofore named are indicated herein by being placed in a separate column under the heading "TO BE RAISED BY TAXATION" which appears over same. The said tax is so levied for the aforesaid, said items being as follows:

<u>Fund</u>	<u>2021 Estimated Appropriations</u>	<u>Estimated Receipts from sources other than Taxation</u>	<u>To be raised by Taxation</u>
General Fund	74,054,358	65,864,160	8,190,198
Police Pension Fund	8,301,462		8,301,462
Fire Pension Fund	7,997,490		7,997,490
Bond & Interest (Debt Service)	0		0
<u>Public Library Fund</u>	<u>6,671,947</u>	<u>571,947</u>	<u>6,100,000</u>
Total:	97,025,257	66,436,107	30,589,150

SECTION 3: It is hereby provided that any funds remaining on hand shall be construed with and classified with the miscellaneous revenue anticipated during the coming year and covered by the appropriation from such miscellaneous revenue.

SECTION 4: That 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

DP-2021 Tax Levy Ordinance



PROPERTY TAX LEVY (2021 Levy Extended in 2022)


2021 PROPERTY TAX LEVY					
(Collections to occur in the 2022 Budget)					
				Dollar	Percent
	2019	2020	2021	Change	Change
Purpose	Tax Extension	Tax Extension	Tax Levy	2021	2021
Corporate	12,955,495	9,561,307	8,190,198	(1,371,109)	-14.34%
Police Pension	6,298,450	8,092,454	8,301,462	209,008	2.58%
Firefighter Pension	5,969,880	7,570,064	7,997,490	427,426	5.65%
Total City	\$ 25,223,825	\$ 25,223,825	\$ 24,489,150	\$ (734,675)	-2.91%
Library	6,283,000	6,283,000	6,100,000	(183,000)	-2.91%
	31,506,825	31,506,825	30,589,150	\$ (917,675)	-2.91%



POLICE DEPARTMENT

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5400
desplaines.org

MEMORANDUM

Date: September 30, 2021
To: Michael G. Bartholomew, City Manager
From: David Anderson, Chief of Police 
Subject: Purchase of Police Body-Worn Camera Systems and Accessories

Issue: The State of Illinois passed the Safe-T Act on January 1, 2021 that took effect on July 1, 2021. This act requires body cameras must be on at all times when the officer is in uniform and responding to calls for service, or engaged in any law enforcement related encounter or activity occurring while the officer is on duty.

Analysis: In 2015, the Police Department purchased new in-car video systems and body camera systems through Safe Fleet-Mobile Vision Inc. In 2020, with the approval of the City Council, the Department updated all the in-car units and the storage server. Currently the City has 44 body-worn cameras located at the police desk that officers check in and out after each shift. With the implementation of the Safe-T Act, we do not have enough body cameras for the entire department. We are recommending the purchase of 123 cameras. This will allow us to assign one camera to each police officer and CSO, and will also give us some spare cameras to use when we have to send in cameras for repair.

Due to Safe Fleet Mobile-Vision Inc. being the sole source for their body camera product, and the fact that this is the only system on the market that will fully integrate with our existing in-car video system, video system server, and digital evidence capture system, staff is asking that bid procedures be waived.

Recommendation: I recommend that the City Council approve the purchase of one hundred twenty-three (123) body camera systems and accessories from Safe Fleet Mobile-Vision Inc., 11375 W. Sam Houston Parkway S., Suite #800, Houston, TX, 77031-2348, at a cost not to exceed \$74,225.00. Funding for this purchase shall be paid out of police asset forfeiture funds.

Attachments

Resolution R-172-21
Attachment 1 – Safe Fleet Mobile-Vision Quote
Attachment 2 – Sole Source Letter

CITY OF DES PLAINES

RESOLUTION R - 172 - 21

**A RESOLUTION AUTHORIZING THE PURCHASE OF
BODY-WORN CAMERA SYSTEMS FOR THE POLICE
DEPARTMENT FROM SAFE FLEET MOBILE-VISION,
INC.**

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 Des Plaines Police Asset Forfeiture Fund for use by the Police Department during the 2021 fiscal year for the replacement of equipment; and

WHEREAS, the Police Department's 44 body-worn camera systems (collectively, the "*Existing Video Systems*") are no longer under warranty or covered by a repair maintenance agreement; and

WHEREAS, the City desires to replace the Existing Video Systems with 123 new body-worn camera systems and accessories for the Police Department that are compatible with Police Department's existing in-car video cameras and video storage hardware and software (collectively, the "*New Video Systems*"); and

WHEREAS, pursuant to Chapter 10 of Title 1 of the City of Des Plaines City Code and the City's purchasing policy, the City Council has determined that the procurement of the New Video Systems is not adapted to award by competitive bidding because Safe Fleet Mobile-Vision, Inc. ("*Vendor*") is the sole source supplier of the New Video Systems; and

WHEREAS, Vendor submitted a proposal in the not-to-exceed amount of \$74,225.00 for the New Video Systems; and

WHEREAS, the City Council desires to purchase the New Video Systems from Vendor in the not-to-exceed amount of \$74,225.00; and

WHEREAS, the City Council has determined that it is in the best interest of the City to waive the competitive bidding requirements in the City Code and purchase the New Video Systems from 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 City Council hereby waives the requirement that competitive bids be solicited for the procurement of the New Video Systems by the City.

SECTION 3: APPROVAL OF PURCHASE. The City Council hereby approves the purchase of the New Video Systems from Vendor in the not-to-exceed amount of \$74,225.00.

SECTION 4: AUTHORIZATION TO PURCHASE. The City Council hereby authorizes and directs the City Manager to execute all documents approved by the general counsel, and the Finance Director to make all payments, that are necessary to complete the purchase of the New Video Systems from Vendor in the not-to-exceed amount of \$74,225.00.

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

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

Quote:

Q-18503-2

Date:

8/30/2021, 1:35 PM

Expires On:

10/30/2021

COBAN Technologies, Inc.
SF Mobile-Vision, Inc.
11375 W. Sam Houston Pkwy S., Suite 800
Houston, Texas 77031-2348
United States

Phone: (281) 925-0488
Fax: (281) 925-0535
Email: SFLE-Sales@safefleet.net

Ship To
Tim Doherty
Des Plaines Police Department (Des Plaines, IL)
1420 E. Miner Street
Des Plaines, Illinois 60016
United States
(847) 391-5367
tdoherty@desplaines.org

Bill To
Des Plaines Police Department (Des Plaines, IL)
1420 E. Miner St
Des Plaines, Illinois 60016
United States

SALESPERSON	EXT	EMAIL	DELIVERY METHOD	PAYMENT METHOD
John Cusick	x	jcusick@safefleet.net		Net 30

FOCUS X2 Body Camera requires DES Software version 4.4.3 or greater

FOCUS X2 Body Camera

One-Time discount approved by Richard Alley

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0110069	FOCUS-11-00	FOCUS X2 BODY WORN CAMERA PACKAGE Includes: - FOCUS X2 Body Worn Camera - Single Office Dock & Power Supply - USB Cable - Magnetic Uniform Mount	USD 495.00	123	USD 60,885.00
QL-0110074	BWC-EMA-SWR	DES / DEV / DEP 1-YEAR SOFTWARE EMA FOR BODY WORN CAMERA - Per device - Year 1 Renewed Annually	USD 90.00	123	USD 11,070.00
QL-0110076	LSSWRPROSVR	DIGITAL EVIDENCE PRO SOFTWARE	USD 0.00	123	USD 0.00
QL-0110070	LFEE-054	SHIPPING - Body Worn Camera / Office, Vehicle, or Partner Dock for BWC / Misc. equipment	USD 750.00	1	USD 750.00
FOCUS X2 Body Camera TOTAL:					USD 72,705.00

Professional Services

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0110072	LSET-50	REMOTE SETUP	USD 1,295.00	1	USD 1,295.00
QL-0110073	LTRN-14	REMOTE WEB TRAINING / HR.	USD 225.00	1	USD 225.00
Professional Services TOTAL:					USD 1,520.00

Items listed below are not included in the final purchase price

24 Month Hardware & Software Coverage

- 2nd year Hardware Coverage is optional
- Annual Software license renewal is required

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0110081	WARR-X1-24ESP	BWC 24-MONTH EXTENDED SERVICE PLAN Extended hardware warranty for 2nd year coverage	USD 140.00	123	USD 17,220.00

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0110108	BWC-EMA-SWR	DES / DEV / DEP 1-YEAR SOFTWARE EMA FOR BODY WORN CAMERA - Per device	USD 90.00	123	USD 11,070.00
QL-0110109	LSSWRPROSVR	DIGITAL EVIDENCE PRO SOFTWARE	USD 0.00	123	USD 0.00
24 Month Hardware & Software Coverage TOTAL:					USD 28,290.00

TOTAL: USD 74,225.00

Terms & Conditions

Applicable sales taxes are not reflected on this proposal, and will be included on the invoice. In the event Sales Tax is requested to be listed on the proposal, it will be the responsibility of the Agency to provide the current Tax rate and amount. Any purchases that are exempt from Sales Tax must be accompanied by a tax exemption and/ or re-seller certificate.

This quote is presented to the customer under the condition that it remains a valid quote for only 60 days after the stated Quote Date, after which the quote becomes null and void.

Please email or fax a signed copy of this quotation and other referenced documents to SFLE-Sales@safefleet.net or (281) 925-0535
Safe Fleet Law Enforcement order requests above \$2,500.00 require an Agency issued Purchase Order prior to processing.

COBAN Technologies, Inc.
11375 W. Sam Houston Pkwy S., Suite 800
Houston, Texas 77031-2348

IN WITNESS WHEREOF, the Parties have caused this Agreement to Purchase to be executed and delivered by their respective authorized representatives whose signatures appear below.

COBAN Technologies, Inc.	Des Plaines Police Department (Des Plaines, IL)
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Dated: _____	Dated: _____



September 29, 2021

City of Des Plaines
1420 E. Miner St.
Des Plaines, Illinois 60016

Re: SF Mobile-Vision Sole Source Letter for the City of Des Plaines Police Department

To Whom This May Concern,

This letter is to confirm the SF Mobile-Vision, Inc. FOCUS X2 Body Worn Camera is a sole source product designed, manufactured, and distributed exclusively by SF Mobile-Vision, Inc. The SF Mobile-Vision FOCUS X2 Body Worn Camera, is the only solution on the market that fully integrates with the existing SF Mobile-Vision Flashback In-Car Video System and digital evidence capture and management solution utilized by the City of Des Plaines Police Department to provide a turnkey, operational ecosystem.

This complete solution is not available from any other source and all extended warranty services, repair, and warranty claims are managed solely by SF Mobile-Vision. Any work performed by non-authorized personnel will void all warranties and claims.

SF Mobile-Vision, Inc. affirms that no other company makes a similar or competing product. SF Mobile-Vision, Inc. maintains all copyright privileges for these products and only SF Mobile-Vision or authorized dealers are sanctioned to represent, sell, and provide these products.

Please do not hesitate to contact me if you have any questions or concerns.

Regards,

Cindy Chang
National Sales Support Manager
SF Mobile-Vision, Inc.
281-925-0488
CChang@safefleet.net
<https://www.safefleet.net/>



11375 West Sam Houston Parkway South | Suite # 800 | Houston, TX 77031
Toll-Free: 1.866.81.COBAN (26226) | Phone: 281.925.0488 | Fax: 281.925.0535
www.safefleet.net/lawenforcement



INFORMATION TECHNOLOGY DEPARTMENT

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5300
desplaines.org

MEMORANDUM

Date: October 19, 2021
To: Michael G. Bartholomew, City Manager
From: Romeo Sora, Director Information Technology *RS*
Subject: Contract Award – Document Scanning Services

Issue: For the City Council to approve Microsystems, Inc. to perform document scanning services for the City.

Analysis: The City of Des Plaines conducts document scanning to ensure that public records generated or held by the City are converted into an electronic format. These electronic documents are properly stored / maintained within City's centralized document repository (Laserfiche), which provides staff quick, convenient access to historical and relevant documentation. In the past, the City has used a private firm to scan large quantities of various size documents, due to their ability to quickly scan and index documents. The process has continued to be useful as the City moves towards reducing the amount of paper storage, and managing documents electronically.

A Request for Proposals ("RFP") for document scanning services was released on August 30, 2021. Six responses were received on September 20, 2021 from the following vendors; BlueEdge located in Chicago, IL, Bradford Systems Corporation located in Elmhurst, IL, Global Solutions Group located in Oak Park, MI, GRM Information Management Services located in Bedford Park, IL, Konica Minolta located in Rolling Meadows, IL and Microsystems, Inc. located in Northbrook, IL.

The RFP requested a base per page pricing proposal for scanning and indexing documents with optional pricing items for transportation and reassembly of documents after scanning. Pricing proposals from the three highest ranked firms after staff's evaluations are summarized in the table below. The City will be invoiced based on the actual number of pages scanned. The proposed 2022 budget includes \$25,000 for document scanning services.

Description	Microsystems	Konica Minolta	Global Solutions Group
Color (4" x 6" to 8.5" x 11")	\$0.075	\$0.092	\$0.048
Black & White (4" x 6" to 8.5" x 11")	\$0.075	\$0.092	\$0.045
Color (8.5"x14" to 11"x17")	\$0.075	\$0.092	\$0.049
Black & White (8.5" x 14" to 11" x 17")	\$0.075	\$0.092	\$0.046
Color (18" x 24")	\$0.90	\$0.90	\$0.95

Black & White (18" x 24")	\$0.90	\$0.90	\$0.89
Color (24" x 36")	\$0.90	\$1.00	\$1.10
Black & White (24" x 36")	\$0.90	\$1.00	\$0.97
Color (36" x 48")	\$0.90	\$1.10	\$1.25
Black & White (36" x 48")	\$0.90	\$1.10	\$1.00
Reassembly of Documents After Scanning	\$0.02	\$0.01	\$0.01
Transportation Cost per Trip	N/A – Included	N/A – Included	\$125.00

Staff is recommending a one-year contract with three optional one-year extensions with Microsystems, Inc. The City has used Microsystems, Inc. for document scanning services since 2012, and has been very satisfied with the services provided, performance, and responsiveness. They have demonstrated excellent customer service in terms of response time to questions and requests for documents. Microsystems, Inc. has extensive experience working with Laserfiche and other municipal agencies of similar size to the City, allowing them to understand the City's needs. Their proximity to the City will also allow for same day pick up of documents and retrieving hard copies of documents within the same day. This will be beneficial if the City is scanning small batches of documents more frequently throughout the year rather than large volumes of historical scanning. As shown in the above table, Microsystems, Inc.'s pricing proposal is competitive compared to the other firms.

Recommendation: I recommend the City Council approve the Resolution for Microsystems, Inc., 625 Academy Drive, Northbrook, IL 60062 awarding the document scanning services contract to Microsystems, Inc. for a one-year term with three optional one-year extensions. This contract will be funded from the budgeted IT General Fund, Records Preservation (100-20-230-0000.6015).

Attachments:

Resolution R - 173 - 21

Exhibit A – Microsystems Contract

CITY OF DES PLAINES

RESOLUTION R - 173 - 21

**A RESOLUTION APPROVING AN AGREEMENT WITH
MICROSYSTEMS, INC. FOR DOCUMENT SCANNING
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 or about August 30, 2021, the City issued a Request for Proposals seeking a qualified vendor to scan public records generated by the City into an electronic format ("**Services**"); and

WHEREAS, Microsystems, Inc. ("**Vendor**") submitted a proposal to perform the Services at the rates set forth in the agreement attached to and, by this reference, made a part of this Resolution as **Exhibit A** ("**Agreement**"); and

WHEREAS, the City evaluated all responses to the Request for Proposals and determined that the proposal submitted by Vendor is the most advantageous to and would best serve the City; and

WHEREAS, the City and Vendor have determined that it is in their best interest to enter into the one-year Agreement for the provision of the Services by Vendor at the rates proposed; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL 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 with Vendor in substantially the form attached to this Resolution as Exhibit A, and in a final form approved by the General Counsel.

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

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect upon its passage and approval by a majority of the members of the City Council.

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
CONTRACT FOR DOCUMENT SCANNING SERVICES

THIS CONTRACT ("Contract") is dated as of the ____ day of _____, 2021 ("**Effective Date**") and is by and between the **CITY OF DES PLAINES**, an Illinois home rule municipal corporation ("**City**"), and Microsystems, Inc., an Illinois corporation ("**Vendor**") (collectively, the "**Parties**").

IN CONSIDERATION OF the agreements set forth in this Contract, the receipt and sufficiency of which are mutually acknowledged, and pursuant to the City's statutory home rule powers, the Parties agree as follows:

SECTION 1. SCOPE AND PROVISION OF SERVICES.

A. Services. The City hereby engages the Vendor identified below to provide all document imaging services (collectively, the "**Services**"), as such Services are more fully described in the Scope of Work, a copy of which is attached as **Exhibit A** to this Contract ("**Scope of Work**"). The Vendor must provide the Services pursuant to the terms and conditions of this Contract and as described more fully in the Scope of Work and the Vendor's proposal.

B. Commencement; Term. The Vendor will commence the Services immediately upon receipt of written notice from the City that this Contract has been fully executed by the Parties ("**Commencement Date**"). The Vendor will diligently and continuously prosecute the Services for a two-year term ("**Term**"). The City and the Vendor may renew this Contract for up three additional one-year terms (each a "**Renewal Term**") by mutual written agreement of the Parties.

C. Reporting. The Vendor will regularly report to the City regarding the progress of the Services during the term of this Contract.

D. Relationship of the Parties. The Vendor will act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Contract will be construed to: (i) create the relationship of principal and agent, employer and employee, partners, or joint ventures between the City and the Vendor; or (ii) create any relationship between the City and any subcontractor of the Vendor.

E. Information Releases. The Vendor will not issue any news releases or other public statements regarding the Services without prior approval from the City.

F. Mutual Cooperation. The City will cooperate with the Vendor in the performance of the Services, including meeting with the Vendor and providing the Vendor with any non-confidential information that the City may have that may be relevant and helpful to the Vendor's performance of the Services. The Vendor agrees to cooperate with the City in the performance of the Services to complete the Work and with any other the Vendors engaged by the City.

G. Compliance with Laws and Grants.

1. The Vendor will give all notices, pay all fees, and take all other actions that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required or necessary in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Vendor will also comply with all conditions of any federal, state, or local grant received by City or the Vendor with respect to this Contract or the Services.

2. The Vendor will 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, or its subcontractors', performance of, or failure to perform, the Services or any part of the Services.

3. Every provision of law required by law to be inserted into this Contract will be deemed to be inserted herein.

SECTION 2. COMPENSATION AND METHOD OF PAYMENT.

A. Compensation. The total amount billed shall be in accordance with the Schedule of Prices, attached to and made a part of this Contract as ***Exhibit B (“Schedule of Prices”)***.

B. Invoices and Payment. The Vendor will be paid as provided in the Schedule of Prices. The Vendor will submit invoices to the City in an approved format for those portions of the Services performed and completed by the Vendor. The City will pay to the Vendor the amount billed in accordance with the Illinois Prompt Payment Act, 50 ILCS 505/1 *et seq.*

C. Records. The Vendor will maintain records showing actual time devoted and costs incurred, and will permit the authorized representative of the City to inspect and audit all data and records of the Vendor for work done under this Contract. The records required to be made available to the City under this Section 2.C will be made available at reasonable times during the term of this Contract, and for five years after the termination of this Contract.

D. Claim in Addition to Compensation. If the Vendor claims a right to additional compensation as a result of action taken by the City, the Vendor must provide written notice to the City of the claim within seven days after occurrence of the action, and no claim for additional compensation will be valid unless made in accordance with this Section 2.D. Any changes in the Compensation will be valid only upon written amendment pursuant to Section 10.A of this Contract. Regardless of the decision of the City relative to a claim submitted by the Vendor, the Vendor will proceed with all of the Services required to complete the Services under this Contract as determined by the City without interruption.

E. Taxes, Benefits, Royalties. The Compensation includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services, including, without limitation, all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. The Vendor waives and releases any claim or right to claim additional compensation by reason of the payment of any tax, contribution, premium, costs, royalties, or fees.

F. Completion and Acceptance of Services. The Services, and any phase of the Services, will be considered complete on the date of final written acceptance by the City of the Services or each phase of the Services, as the case may be.

G. Additional Services. The City will not be liable for any costs incurred by the Vendor in connection with any services provided by the Vendor that are outside the scope of this Contract (***“Additional Services”***), regardless of whether the Additional Services are requested or directed by the City, except upon the prior written consent of the City Manager after approval in accordance with applicable procedures.

H. No Additional Obligation. The City is under no obligation under this Contract or otherwise to negotiate or enter into any other or additional contracts or agreements with the Vendor, or with any vendor solicited or recommended by the Vendor.

SECTION 3. PERSONNEL; SUBCONTRACTORS.

A. Availability of Personnel. The Vendor will provide all personnel necessary to complete the Services.

B. Approval and Use of Subcontractors. The Vendor will perform the Services with its own personnel and under the management, supervision, and control of its own organization, unless otherwise approved by the City in writing. All subcontractors and subcontracts used by the Vendor will be acceptable to, and approved in advance by, the City. The City's approval of any subcontractor or subcontract will not relieve the Vendor of full responsibility and liability for the provision, performance, and completion of the Services as required by this Contract. All Services performed under any subcontract will be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Vendor. For purposes of this Contract, the term “Vendor” will be deemed also to refer to all subcontractors of the Vendor, and every subcontract will include a provision binding the subcontractor to all provisions of this Contract.

C. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the City, then, immediately upon notice from the City, the Vendor will remove and replace the personnel or subcontractor. The Vendor will have no claim for damages, for compensation in excess of the amount contained in this Contract or for a delay or extension of the Term as a result of any removal or replacement.

SECTION 4. TERMINATION.

Notwithstanding any other provision hereof, the City may terminate this Contract, at any time and for any reason, upon seven days prior written notice to the Vendor. In the event that this Contract is so terminated, the Vendor will be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in the Scope of Work.

SECTION 5. CONFIDENTIAL INFORMATION; OWNERSHIP OF WORK PRODUCT AND DOCUMENTS.

A. Confidential Information. In the performance of this Contract, the Vendor may have access to or receive certain information in the possession of the City that is not generally known to members of the public ("**Confidential Information**"). Confidential Information includes, without limitation, proprietary information, copyrighted material, personal or private data of every kin, financial information, health records and information, maps, and all other information of a personal nature. The Vendor must not use or disclose any Confidential Information without the prior written consent of the City. If the Vendor has any doubt about the confidentiality of any information, then the Vendor must seek a determination from the City regarding the confidentiality of the information. The Vendor and all of its personnel and subcontractors must make and apply all safeguards necessary to prevent the improper use or disclosure of any Confidential Information. At the expiration or termination of this Contract, the Vendor must promptly cease using, and must return or destroy (and certify in writing destruction of), all Confidential Information, including all copies, whether physical or in any other form, in its possession. The Vendor may not transfer to, store in, or otherwise allow work product containing Confidential Information to be located in any location, whether physical or digital, not under the control of the Vendor. If the Vendor is required, by any government authority or court of competent jurisdiction, to disclose any Confidential information, the Vendor must immediately give notice to the City with the understanding that the City will have the opportunity to contest the process by any means available to it prior to submission of any documents to a court or other third party. The Vendor must cause all of its personnel and subcontractors to undertake and abide by the same obligations regarding Confidential Information as the Vendor.

B. Ownership. The Vendor agrees that all work product, in any form, prepared, collected, or received by the Vendor in connection with any or all of the Services to be performed under this Contract will be and remain the exclusive property of the City. At the City's request, or upon termination of this Contract, the Vendor will cause the work product to be promptly delivered to the City. Any outstanding payment obligations may not be used as a basis to withhold work product. The Vendor agrees that, to the extent permitted by law, any and all work product will exclusively be deemed "works for hire" within the meaning and purview of the United States Copyright Act, 17 U.S.C. § 101 et seq subject to the terms of this Contract. To the extent any work product does not qualify as a "work for hire," the Vendor irrevocably grants, assigns, and transfers to the City all right, title, and interest in and to the work product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. All intellectual property, Confidential Information, and work product will at all times be and remain the property of the City. The Vendor will execute all documents and perform all acts that the City may request in order to assist the City in perfecting or protecting its rights in and to the work product and all intellectual property rights relating to the work product. All of the foregoing items will be delivered to the City upon demand at any time and in any event, will be promptly delivered to the City upon expiration or termination of this Contract within three days after a demand. In addition, the Vendor will return the City's data in the format requested by the City. If any of the above items are lost or damaged while in the Vendor's possession, those items will be restored or replaced at the Vendor's expense.

C. Freedom of Information Act and Local Records Act. The Vendor acknowledges that this Contract, all documents submitted to the City related to this Contract, and records in the possession of the Vendor related to this Contract or the Services may be a matter of public record and may be subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., and any other comparable state or federal laws now existing or adopted later (collectively, the "**Disclosure Laws**"). In the event that the City requests records from the Vendor, the Vendor shall promptly cooperate with the City to enable the City to meet all of its obligations under the applicable Disclosure Law. The Vendor acknowledges and agrees that the determination as to whether information in the records is exempt from disclosure or should be released to the public will be made by the City in its sole and absolute discretion.

D. Injunctive Relief. In the event of a breach or threatened breach of this Section 5, the City may suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, the Vendor agrees that the City will be entitled to seek immediate injunctive relief to prevent or curtail any breach, threatened or actual. The rights provided under this Section 5.D are in addition and without prejudice to any rights that the City may have in equity, by law or statute. The Vendor will fully cooperate with the City in identifying the scope of any improper use or dissemination of data protected by this Section 5 and will assist the City in any notification efforts required by law.

SECTION 6. WARRANTY.

The Vendor warrants that the Services will be performed in accordance with the highest standards of professional practice, care, skill, and diligence practiced by recognized consulting firms or licensed and accredited professionals in performing services of a similar nature. This warranty is in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are reserved unto the City. Any of the Services required by law or by this Contract to be performed by licensed professionals will be performed by professionals licensed by the State of Illinois to practice in the applicable professional discipline.

SECTION 7. VENDOR REPRESENTATIONS.

A. Ability to Perform. represents that it is financially solvent, has the necessary financial resources, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services in accordance with this Contract and in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

B. Authorization. The execution, delivery and performance by the Vendor of this Contract has been duly authorized by all necessary corporate action, and does not and will not violate its organizational documents, as amended and supplemented, any of the applicable requirements of law, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which the Vendor is now a party or by which the Vendor is now or may become bound.

C. Company Background. The information disclosed by the Vendor regarding its corporate structure, financial condition, expertise, and experience is true and correct. The Vendor will promptly notify City in writing of any material change to or about the Vendor, including without limitation to change in ownership or control, and any change will be subject to City approval which will not be unreasonably withheld.

D. Conflict of Interest. The Vendor represents and certifies that, to the best of its knowledge: (1) no City employee, official, or agent has an interest in the business of the Vendor or this Contract; (2) as of the date of this Contract, neither the Vendor nor any person employed or associated with the Vendor has any interest that would conflict in any manner or degree with the performance of the obligations under this Contract; and (3) neither the Vendor nor any person employed by or associated with the Vendor will at any time during the term of this Contract obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Contract.

E. No Collusion. The Vendor represents and certifies that the Vendor is not barred from contracting with a unit of state or local government as a result of (i) 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 the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 2012, 720 ILCS 5/33E-1 *et seq.* The Vendor represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to the City prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it is found that the Vendor has, in procuring this Contract, colluded with any other person, firm, or corporation, then the Vendor will be liable to the City for all loss or damage that the City may suffer, and this Contract will, at the City's option, be null and void.

F. Sexual Harassment Policy. The Vendor certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

G. No Default. The Vendor is not in arrears to the City under any debt or contract and is not in default as surety, contractor, or otherwise to any person, unless as disclosed the City in writing.

H. No Legal Actions Preventing Performance. As of the Effective Date, the Vendor has no knowledge of any action, suit, proceeding, claim or investigation pending or to its knowledge threatened against the Vendor in any court, or by or before any federal, state, municipal, or governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect the Vendor's ability to perform its obligation under this Contract.

I. Patriot Act Compliance. The Vendor represents and warrants to the City that neither the Vendor nor any of its principals, shareholders, or other employees or officials (collectively "**Personnel**") is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not

acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Vendor further represents and warrants that the Vendor and its Personnel are not directly or indirectly engaged in or facilitating transactions related to this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Vendor must, and will, defend, indemnify, and hold harmless the City and its officials, officers, authorities, and all City elected or appointed officials, officers, employees, agents, representatives, and attorneys from and against every claim, damage, loss, risk, liability, and expense (including attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this Section 7.I.

SECTION 8. INDEMNIFICATION; INSURANCE; NO PERSONAL LIABILITY.

A. Indemnification. The Vendor agrees to, and does hereby, hold harmless and indemnify the City and all City elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with this Contract or the Vendor's performance, or failure to perform, all or any part of the Services; provided, however, that this indemnity does not, and will not, apply to willful misconduct or gross negligence on the part of the City.

B. Insurance. Contemporaneous with the Vendor's execution of this Contract, the Vendor will provide certificates of insurance, all with coverages and limits acceptable to the City, and the Vendor must provide certificates of insurance, endorsements, and insurance policies acceptable to the City and including at least the minimum insurance coverage and limits set forth in **Exhibit C** to this Contract. For good cause shown by the Vendor, the City may extend the time for submission of the required certificates, endorsements, and policies and may impose deadlines or other terms to assure compliance with this Section 8.B. Each certificate and endorsement must be in a form acceptable to the City and from a company with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Each insurance policy must provide that no change, modification, or cancellation of any insurance will become effective until the expiration of 30 days after written notice of the change, modification in, or cancellation will have been given by the insurance company to the City (10 days' written notice in the event of cancellation due to the Vendor's non-payment of premium). The Vendor must maintain and keep in force, at all times during the term of this Contract and at the Vendor's expense, the insurance coverage provided in this Section 8.B and **Exhibit C**, including without limitation at all times while correcting any failure to meet the warranty requirements of Section 6 of this Contract.

C. No Personal Liability. No elected or appointed official, or employee of the City will be personally liable, in law or in contract, to the Vendor as the result of the execution and performance of this Contract.

SECTION 9. DEFAULT.

A. Default. If the City determines that the Vendor has failed or refused to properly undertake the Services with diligence, or has delayed in the undertaking of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Contract, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Contract ("**Event of Default**"), and fails to cure any the Event of Default within ten days after the Vendor's receipt of written notice of the Event of Default from the City, then the City will have the right, notwithstanding the availability of other remedies provided by law or equity, to pursue any one or more of the remedies provided for under Section 9.B of this Contract.

B. Remedies. In case of any Event of Default, the City may pursue the following remedies:

1. Cure by the Vendor. The City may require the Vendor, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Vendor and the Services into compliance with this Contract;

2. Termination of Contract. The City may terminate this Contract and, notwithstanding anything in Section 3.C. of this Contract, the City will not have any liability for further payment of amounts due or to become due under this Contract;

3. Withholding of Payment. The City may withhold from any payment, whether or not previously approved, or may recover from the Vendor, any and all costs, including attorneys' fees and administrative expenses, incurred by the City as the result of any Event of Default by the Vendor or as a result of actions taken by the City in response to any Event of Default by the Vendor.

SECTION 10. GENERAL PROVISIONS.

A. Amendment. No amendment to this Contract will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed.

B. Assignment. Neither Party may assign their rights or obligations under this Contract without the prior written consent of the other party.

C. City Actions, Consents, and Approvals. Any action, consent, or approval needed to be taken or given under this Contract by the City may only be performed by the City Manager or their designee, to the extent provided for by law.

D. Binding Effect. The terms of this Contract bind and inure to the benefit of the Parties and their agents, successors, and assigns.

E. Notice. Any notice required to be given under this Contract must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by E-mail. E-mail notices will be deemed valid and received by the addressee only upon explicit or implicit acknowledgment of receipt by the addressee. Unless otherwise expressly provided in this Contract, notices will be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 10.E, each party will have the right to change the address or the addressee, or both, for all future notices to the other party, but no notice of a change of addressee or address will be effective until actually received.

Notices to the City will be addressed to, and delivered at, the following address:

City of Des Plaines
1420 Miner Street
Des Plaines, Illinois 60018
Attention: City Manager
E-mail: mbartholomew@cityofdesplaines.org

With a copy to:

Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60650
Attention: Peter Friedman
E-mail: peter.friedman@elrodfriedman.com

Notices to the Vendor will be addressed to, and delivered at, the following address:

Attention: _____
Email: _____

F. Third Party Beneficiary. The provisions of this Contract are and will be for the benefit of the Vendor and City only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Contract. The City will not be liable to any vendor or other third party for any agreements made by the Vendor, purportedly on behalf of the City, without the knowledge and approval of the City Trustees.

G. Severability. If any term, covenant, condition, or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the City will have the right, in its sole and absolute discretion, to

determine if (i) the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated, or (ii) the entire agreement shall be invalid, void, and unenforceable.

H. Time of the Essence. Time is of the essence in the performance of this Contract.

I. Governing Laws. This Contract will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

J. Venue. Exclusive jurisdiction with regard to the any actions or proceedings arising from, relating to, or in connection with this Contract will be in the Circuit Court of Cook County, Illinois or, where applicable, in the federal court for the Northern District of Illinois. The Parties waive their respective right to transfer or change the venue of any litigation filed in the Circuit Court of Cook County, Illinois.

K. Entire Contract. This Contract constitutes the entire agreement between the Parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the City and the Vendor with respect to the Scope of Work and the Services.

L. Non-Waiver. No waiver of any provision of this Contract will be deemed to or constitute a waiver of any other provision of this Contract (whether or not similar) nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Contract.

M. Exhibits. Exhibits A, B, and C attached to this Contract are, incorporated in and made a part of this Contract. In the event of a conflict between any Exhibit and the text of this Contract, the text of this Contract will control.

N. Rights Cumulative. Unless expressly provided to the contrary in this Contract, each and every one of the rights, remedies, and benefits provided by this Contract will be cumulative and will not be exclusive of any other rights, remedies, and benefits allowed by law.

O. Consents. Unless otherwise provided in this Contract, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Contract, or of any duly authorized officer, employee, agent, or representative of any party to this Contract, is required in this Contract, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing.

P. Interpretation. This Contract will be construed without regard to the identity of the Party which drafted the various provisions of this Contract. Every provision of this Contract will be construed as though all Parties to this Contract participated equally in the drafting of this Contract. Any rule or construction that a document is to be construed against the drafting party will not be applicable to this Contract.

Q. Survival. The provisions of Sections 5 and 8 will survive the termination or expiration of the Contract.

R. Calendar Days; Calculation of Time Periods. Unless otherwise specific in this Contract, any reference to days in this Contract will be construed to be calendar days. Unless otherwise specified, in computing any period of time described in this Contract, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central time.

S. Counterpart Execution. This Contract may be executed in several counterparts, each of which, is deemed to be an original, but all of which together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

ATTEST:

By: _____

Title: _____

VENDOR

By: _____

Its: _____

ATTEST:

By: _____

Title: _____

CITY

By: _____

Its: _____

EXHIBIT A - SCOPE OF WORK

The City seeks proposals from qualified document imaging firms to perform the following services in accordance with the scope and specifications provide herein:

A. Background

The City has both paper and microfiche documents (collectively, the "Hard Copy Media") which it would like to scan and convert into TIFF format ("Electronic Media") for document / records storage and preservation purposes. The Electronic Media will be integrated into the City's existing "Laserfiche" document management system. In addition to scanning historical documentation, annual document type scanning may also be requested. The City desires to secure services that meet the requirements of this RFP in order to scan the Hard Copy Media and convert it into the Electronic Media (collectively, the "Services"). The City prefers to enter into an agreement with a single contractor for the Services, but the City may, in its sole discretion, enter into agreements with multiple contractors to provide any part of the Services.

B. Definitions

All references to "Proposer" in this Scope of Work shall mean and refer to Vendor as defined in the contract.

C. Scope of Services

1. **Document Pickup:** The Proposer will pick up the Hard Copy Media from their current storage locations, transport the Hard Copy Media to the Proposer's facility for processing and scanning, and return the Hard Copy Media to the City upon completion of the Services. The Proposer must pack any Hard Copy Media that are not currently stored in boxes into boxes provided by the Proposer. Pickup and delivery of the Hard Copy Media must be performed by the Proposer's employees and not by a third-party transportation service. Boxes shall be collected and returned between the hours of 8:30 a.m. and 5:00 p.m.
2. **Handling and Receiving:**
 - (i) **Confidentiality, Accuracy, and Security:** It is critical that all proposers maintain Hard Copy Media in a secure location at all times. The Hard Copy Media are irreplaceable and must be safeguarded. Also, no unauthorized reproduction or duplication of any Hard Copy Media or Electronic Media is permissible. The Hard Copy Media contain sensitive information that must be kept confidential. Once the Hard Copy Media are in the possession of the Proposer, the Proposer will be solely responsible for the security of the documents.
 - (ii) **Tracking and Inventory:** The Proposer will inventory and acknowledge the receipt of all Hard Copy Media received. The Proposer must maintain an automated tracking system to allow for the retrieval of any Hard Copy Media that are in process. Designated City staff must have access, upon request, to any hard copy media in the Proposer's possession. After the scanning and indexing services have been completed, the Proposer must compare the Electronic Media to the inventory of Hard Copy Media to ensure that every item of Hard Copy Media has been digitized and indexed.
 - (iii) **Pick up and Turnaround Time:** The City will determine the pickup locations and shall also require the Proposer to schedule regular pick up dates (preferably on weekly basis).
 - (iv) **Transportation of City Documents:** All Hard Copy Media must be transported in closed, climate controlled vehicles.
 - (v) **Hard Copy Storage:** The Proposer will maintain the Hard Copy Media in a secure archival environment.
3. **Document Preparation:** The Proposer will perform all services and work necessary to prepare the Hard Copy Media for scanning, which include, without limitation: removal of staples, targeting, pulling of paper clips, mending / repairing of torn documents, unfolding oversized documents as needed and performing all other work required to prep documents for scanning.
4. **Document Scanning:** The Proposer will scan the Hard Copy Media and convert it into the Electronic Media in accordance with the following standards:
 - (i) The entire images of all Hard Copy Media must be scanned.
 - (ii) Multi-page files / documents must be grouped together in one scan.
 - (iii) Once scanned and converted from the Hard Copy Media, all Electronic Media must be in TIFF format at a minimum of 300 DPI.
 - (iv) Prior to delivery of the Electronic Media to the City, the Proposer must inspect all Electronic Media and must correct, at the Proposer's sole cost and expense, any illegible or otherwise sub-standard images.
 - (v) Prior to the delivery of the Electronic Media to the City, the Proposer must remove from the Electronic Media all targets used to separate documents within the Electronic Media.
 - (vi) All final Electronic Media must be fully compatible with the City's document imaging system, Laserfiche.
5. **Document Indexing:** The Proposer will index each document so that it is searchable by lookup indices. Document indexing standards vary from department to department, however the City's maximum document indexing capacity is 15

fields, and each field may contain up to 100 characters. The City requires a text file be included upon any disk including scanned images to be posted to a Laserfiche repository. The text file should include the complete file path to the directory location where the files on the disk should be migrated.

6. **Deliverables:** The Electronic Media must be delivered to the City on DVDs in a format compatible with Laserfiche, the City's document management system. Upon completion of the Services, or each phase thereof, all Hard Copy Media shall be re-boxed in the same folders and sequence they were in prior to removal by the Proposer, and returned to the City.

D. Specifications

The types and quantities of Hard Copy Media described are an estimate only and are provided for the sole purpose of assisting proposers in the preparation of their proposals. The actual types and quantities of Hard Copy Media in the City's possession may vary from the estimate provided in this section, and the Proposer will be compensated for the Services based on the actual types and quantities of Hard Copy Media that the Proposer scans and converts to Electronic Media in accordance with the requirements of the RFP.

1. **Source Documents:** The following are estimated document types:
 - (i) The majority of the Hard Copy Media are 8.5" x 11" in size, but the Hard Copy Media range in size from 4" x 6" up to 11" x 17".
 - (ii) The Hard Copy Media also include larger C, D, and E sized engineering drawings.
 - (iii) The Hard Copy Media may contain content on one side or both sides of a page. To the extent that the Hard Copy Media contain content on both sides of a page, the content on both sides of the page must be scanned, converted, and stored. Conversely, if a document only contains information on one side, only the side of the document containing information should be scanned.
 - (iv) All documents that are in color shall be scanned as such to maintain that property.
2. **Historical Document Scanning Estimated Quantities:** The following are estimated quantities for the City's historical document scanning.
 - (i) Estimated 305 cubic feet, mostly 8.5" x 11"
 - (ii) Estimated 5 file cabinets with 8.5" x 11", 11" x 17", and 24" x 36"
 - (iii) Estimated 55 banker boxes, mostly 8.5" x 11"
 - (iv) Estimated 140,000 pages 8.5" x 11"
 - (v) Estimated 6,000 pages of 11" x 17"
 - (vi) Estimated 300 pages of 24" x 36"
3. **Electronic Media** must meet or exceed the minimum specifications for use with Laserfiche software. Quality control must occur during all phases of scanning (prior, during, while updating the metadata/indexing, and after sending scanned documents to Laserfiche application).

EXHIBIT B - SCHEDULE OF PRICES

All references to "Proposer" in this Schedule of Prices shall mean and refer to Vendor as defined in the contract document. Prices inserted below are based on the Services described herein subject to modification. The prices inserted must include all of the direct and indirect costs of performing the services. The City will not pay the Proposer for any unit price items not included in the Schedule of Prices.

I. Document Imaging Services (Loose Collection) – *Black and White*

Item Description	Quantity (per sheet / jacket)	Unit Price	Total Price
Unit cost / per scanned image, letter, legal sized document from 4x6 to 8.5x11, includes prepping, indexing and all direct and indirect costs	1 - 500,000	\$ <u>.075</u>	\$ <u>37,500</u>
	500,001 - 1,000,000	\$ <u>.075</u>	\$ <u>75,000</u>
Unit cost / per scanned image, letter, legal sized document from 8.5x14 to 11x17, includes prepping, indexing and all direct and indirect costs	1 - 500,000	\$ <u>.075</u>	\$ <u>37,500</u>
	500,001 - 1,000,000	\$ <u>.075</u>	\$ <u>75,000</u>
Unit cost / per scanned image or document sized, "C" 18x24, includes prepping, indexing and all direct and indirect costs	1 - 500,000	\$ <u>.90</u>	\$ <u>450,000</u>
	500,001 - 1,000,000	\$ <u>.90</u>	\$ <u>900,000</u>
Unit cost / per scanned image or document sized D" 24x36, includes prepping, indexing and all direct and indirect costs	1 - 50,000	\$ <u>.90</u>	\$ <u>45,000</u>
	50,001 - 100,000	\$ <u>.90</u>	\$ <u>90,000</u>
Unit cost / per scanned image for "E" sized 36x48 engineering drawings, includes prepping, indexing and all direct and indirect costs	1 - 50,000	\$ <u>.90</u>	\$ <u>45,000</u>
	50,001 - 100,000	\$ <u>.90</u>	\$ <u>90,000</u>

II. Document Imaging Services (Loose Collection) – *Color*

Item Description	Quantity (per sheet / jacket)	Unit Price	Total Price
Unit cost / per scanned image, letter, legal sized document from 4x6 to 8.5x11, includes prepping, indexing and all direct and indirect costs	1 - 500,000	\$ <u>.075</u>	\$ <u>37,500</u>
	500,001 - 1,000,000	\$ <u>.075</u>	\$ <u>75,000</u>
Unit cost / per scanned image, letter, legal sized document from 8.5x14 to 11x17, includes prepping, indexing and all direct and indirect costs	1 - 500,000	\$ <u>.075</u>	\$ <u>37,500</u>
	500,001 - 1,000,000	\$ <u>.075</u>	\$ <u>75,000</u>
Unit cost / per scanned image or document sized, "C" 18x24, includes prepping, indexing and all direct and indirect costs	1 - 500,000	\$ <u>.90</u>	\$ <u>450,000</u>
	500,001 - 1,000,000	\$ <u>.90</u>	\$ <u>900,000</u>
Unit cost / per scanned image or document sized D" 24x36, includes prepping, indexing and all direct and indirect costs	1 - 50,000	\$ <u>.90</u>	\$ <u>45,000</u>
	50,001 - 100,000	\$ <u>.90</u>	\$ <u>90,000</u>
Unit cost / per scanned image for "E" sized 36x48 engineering drawings, includes prepping, indexing and all direct and indirect costs	1 - 50,000	\$ <u>.90</u>	\$ <u>45,000</u>
	50,001 - 100,000	\$ <u>.90</u>	\$ <u>90,000</u>

III. Transportation Costs

Transportation cost per trip	\$ <u>N/C</u>
------------------------------	---------------

IV. Optional Reassembly of Documents After Scanning

Unit Price Per Page
\$ <u>.02</u>

V. Optional Renewal Price Escalation

% increase (if any) for all services for first one-year optional renewal term (year two of contract)	<u>3</u> %
% increase (if any) for all services for second one-year optional renewal term (year three of contract)	<u>3</u> %
% increase (if any) for all services for third one-year optional renewal term (year four of contract)	<u>3</u> %

EXHIBIT C - INSURANCE COVERAGES

A. Worker's Compensation and Employer's Liability with limits not less than:

- (1) Worker's Compensation: Statutory;
- (2) Employer's Liability:
\$500,000 injury-per occurrence
\$500,000 disease-per employee
\$500,000 disease-policy limit

Insurance will evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.

All employees will be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

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

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

Coverages will include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of this Contract)

D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering the Vendor against all sums that the Vendor may be obligated to pay on account of any liability arising out of this Contract.

E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis so that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover the loss.

F. Owner as Additional Insured. City will be named as an Additional Insured on all policies except for:

Worker's Compensation

Professional Liability

Each additional Insured endorsement will identify City as follows: City of _____ including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, the Vendors, and representatives.

G. Other Parties as Additional Insureds. In addition to City, the following parties will be named as additional insured on the following policies:

<u>Additional Insured</u>	<u>Policy or Policies</u>
_____	_____
_____	_____
_____	_____



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: October 21, 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: Professional Services Master Contract - Argon Electric Company, Inc.

Issue: The City has a new Professional Services Master Contract with Argon Electric Company, Inc. for electrical construction services that requires City Council approval.

Analysis: The Public Works and Engineering Department utilizes outside electrical contractors to assist with various construction and remodeling projects.

Argon Electric Company, Inc. has been the City's low bidder for Electrical Maintenance Repairs contract and quotes since 2014 and has completed numerous projects such as electrical upgrades to City Hall, Police Department, Fire Stations, History Center, and the Des Plaines Theatre with extensive understanding of each building. Argon Electric has performed extremely well over the years, understands expectations for this service contract, and has shown reliable response and results to both scheduled and emergency calls. The master contract with Argon Electric will define each project as individual tasks and requires proposals for each. Task orders exceeding \$20,000 are presented to the City Council for approval.

Due to the complexity of the many upcoming remodeling projects, Public Works proposes to further utilize the services of Argon Electric to assist with construction. Argon Electric has provided the City with a labor rates which are included in the master contract. The new master contract reflects a 2.75% standard labor rate increase over the previous master contract.

Recommendation: We recommend the City Council waive competitive bidding requirements and approve the Electrical Services Master Contract between the City of Des Plaines and Argon Electric Company, Inc., 1700 Leider Lane, Suite #100, Buffalo Grove, Illinois, 60089.

Attachments:

Resolution R-174-21
Exhibit A – Master Contract

CITY OF DES PLAINES

RESOLUTION R - 174 - 21

**A RESOLUTION APPROVING A MASTER CONTRACT
WITH ARGON ELECTRIC COMPANY, INC. FOR
ELECTRICAL 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 desires to retain an electrical firm to perform certain construction services and work for the City as such services are needed over time ("*Construction Services*"); and

WHEREAS, Argon Electric Company, Inc. ("*Consultant*") has performed Electrical Services for the City in the past to the City's satisfaction; and

WHEREAS, the City desires to enter into a master contract with Contractor to perform the Electrical Services as required by the City ("*Master Contract*") pursuant to task orders that will be issued and approved by the City in accordance with the City's purchasing policies and Master Contract; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into the Master Contract 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: APPROVAL OF MASTER CONTRACT. The City Council hereby approves the Master Contract 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 MASTER CONTRACT. The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, the final Master Contract.

SECTION 4: 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 Master Contract with Argon Electric

Master Contract
Between the City of Des Plaines
And Argon Electric Company, Inc.
For Electrical Services

Master Contract
Between the City of Des Plaines
And Argon Electric Company, Inc.
For Electrical Services

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1. THE SERVICES	1
1.1 Intent; Conflicts.	1
1.2 Task Orders.	1
1.3 Project Time.	1
1.4 Term; Extensions.	1
1.5 No Guarantee of Work; Other Contracts.	1
1.6 Responsibility of Contractor to Perform.	1
1.7 Financial Ability to Perform.	2
ARTICLE 2. COMPENSATION AND PAYMENT	2
2.1 Pricing Schedule.	2
2.2 Monthly Payment; Invoices.	2
2.3 Taxes.	2
2.4 Final Payment.	3
2.5 Deductions.	3
2.6 Use of Deducted Funds.	3
2.7 Keeping Books and Accounts.	3
ARTICLE 3. PERFORMANCE OF PROJECT AND SERVICES	4
3.1 Standard of Performance.	4
3.2 Correction of Defects.	4
3.3 Risk of Loss.	4
3.4 Opinions of Probable Cost.	4
3.5 Responsibility for Work by Contractors.	4
3.6 City Responsibilities.	5
3.7 Time of the Essence.	6

3.8	Suspension of Services, Project.	6
ARTICLE 4. TASK CHANGE ORDERS; DELAYS		6
4.1	Task Change Orders.....	6
4.2	Revision Notices.	6
4.3	Disagreements over Task Change Order Terms.	6
4.4	No Change in Absence of Task Change Order.	6
4.5	Delays.	7
ARTICLE 5. INSURANCE.....		7
5.1	Insurance.	7
5.2	Scope of Coverage.	7
5.3	Minimum Limits of Coverage.	7
5.4	Deductibles and Self-Insured Retentions.....	8
5.5	Additional Requirements.	8
5.6	Verification of Coverage.....	9
5.7	Sub-Contractors and Suppliers.	9
ARTICLE 6. INDEMNIFICATION.....		9
6.1	Agreement to Indemnify.....	9
6.2	Notice of Claim to Contractor.....	10
6.3	No Limit Based on Insurance.	10
6.4	Withholding Payment.	10
6.5	Limit on Duty to Indemnify.....	10
ARTICLE 7. INFORMAL DISPUTE RESOLUTION		10
7.1	Dispute Resolution Panel.....	10
7.2	Communications in Nature of Settlement.....	10
7.3	Performance of Services.	10
ARTICLE 8. TERMINATION.....		10
8.1	Master Contract is At-Will.....	10
8.2	Termination by City for Breach.....	11
8.3	City Remedies.....	11
8.4	Termination for Convenience.	11
8.5	Termination by Contractor for Breach.....	11
8.6	Termination by Contractor without Cause.....	11

ARTICLE 9. LEGAL RELATIONSHIPS AND GENERAL REQUIREMENTS	12
9.1 Contractor as Independent Contractor.	12
9.2 Compliance with Laws; Communications with Regulators.....	12
9.3 Contractor Payments; Waivers of Liens.	12
9.4 Permits and Licenses.....	12
9.5 Safety; Hazardous Materials.	12
9.6 Intellectual Property.....	12
9.7 Confidential Information.	13
9.8 Ownership of Data and Documents.	13
9.9 Copyrights and Patents.	13
9.10 Notices.	13
9.11 No Waiver by City.	14
9.12 No Third-Party Beneficiaries.....	14
9.13 Survival of Terms.	14
9.14 Assignments.....	14
9.15 Amendments.	14
9.16 Governing Law.	14
9.17 Compliance with Laws, Grant Regulations.	14
9.18 Representation of No Conflicts.....	15
9.19 No Collusion.	15

Master Contract
Between The City of Des Plaines
And Argon Electric Company, Inc.
For Electrical Services

This contract (the “*Master Contract*”) is dated as of **November 1, 2021** (the “*Effective Date*”) and is by and between the City of Des Plaines (the “*City*”) and Argon Electric Company, Inc. (the “*Contractor*”).

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

ARTICLE 1. THE SERVICES

1.1 Intent; Conflicts. It is the intent of the parties that this Master Contract govern the relationship of the parties. Specific terms related to a project will be contained in a task order as provided in Section 1.2. In the event of a conflict between the provisions of this Master Contract and any task order, then provisions of this Master Contract will apply and control.

1.2 Task Orders. The Contractor will perform services for the City from time to time as set forth in written task orders issued by the City on a project-by-project basis (the “*Services*”), provided, however, that any task order in an amount exceeding \$20,000 must be approved by the City Council. A task order will be in the form generally as provided in Attachment A attached to and by this reference incorporated into this Master Contract (a “*Task Order*”) and in final form acceptable to the City and executed by the Parties. Each Task Order will include the Services to be performed under that Task Order (collectively a “*Project*”).

1.3 Project Time. Each Task Order will include a time schedule for the Project (a “*Project Schedule*”) including without limitation a date for completion of the Project (the “*Project Completion Date*”).

1.4 Term; Extensions. This Master Contract commences on the Effective Date and terminates on 12/31/2024 unless terminated earlier pursuant to Article 8 of this Master Contract (the “*Term*”). All terms of this Master Contract, including without limitation pricing terms, are firm during the Term, unless a change is explicitly agreed to by the City in a Task Order. The Parties may extend this Contract for two additional one-year periods (each an “*Extended Term*”). Pricing terms may be adjusted by agreement at the beginning of an Extended Term.

1.5 No Guarantee of Work; Other Contracts. This Master Contract does not guarantee that the Contractor will be awarded Projects by the City, and the City has no duty or obligation to award Projects to the Contractor. Also, the City may enter into master contracts with other Contractors, pursuant to which the City may award work from time to time at the City’s discretion.

1.6 Responsibility of Contractor to Perform. The Contractor must provide all personnel necessary to complete the Services. The Contractor must perform the Services with its own

personnel and under the management, supervision, and control of its own organization unless otherwise approved by the City in writing. All sub-Contractors and supplies used by the Contractor in the performance of Services must be acceptable to, and approved in advance by, the City. The City's approval of any sub-Contractor or supplier will not relieve the Contractor of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Master Contract and the relevant Task Order. All Services performed by any sub-Contractor or supplier are subject to all of the provisions of this Master Contract and the relevant Task Order in the same manner as if performed directly by the Contractor. If any sub-Contractor or supplier fails to properly perform any Services undertaken by it in compliance with this Master Contract or the relevant Task Order, then the Contractor, immediately on notice from the City, must remove that sub-Contractor or supplier and undertake the Services itself or replace the sub-Contractor or supplier with a sub-Contractor or supplier acceptable to the City. The Contractor will have no claim for damages, for compensation in excess of the Compensation, or for delay or extension of the Project Schedule as a result of any such removal or replacement.

1.7 Financial Ability to Perform. Each time when executing a Task Order, the Contractor represents and declares that it is financially solvent, has the financial resources necessary, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Project set forth in the Task Order in full compliance with, and as required by or pursuant to, the Task Order and this Master Contract.

ARTICLE 2. COMPENSATION AND PAYMENT

2.1 Pricing Schedule. As compensation for the performance of the Services ("*Compensation*"), the City will pay the Contractor the amounts set forth in Attachment B attached to and by this reference incorporated into this Master Contract (the "*Pricing Schedule*"). The Parties may agree to different or additional pricing terms in a Task Order ("*Project-Specific Pricing*"). Except for the Compensation and any Project-Specific Pricing, the City will have no liability for any expenses or costs incurred by the Contractor.

2.2 Monthly Payment; Invoices. The Compensation for a Project will be paid in monthly installments. The Contractor must submit to the City, on a monthly basis unless the Parties agree in a Task Order to a different schedule, a written invoice for payment for completed work. The City may specify the specific day of the month on or before which invoices must be filed. Each invoice must be accompanied by receipts, vouchers, and other documents as necessary to reasonably establish the Contractor's right to payment of the Compensation stated in the invoice. In addition, each invoice must include (a) employee classifications, rates per hour, and hours worked by each classification and, if the Project is to be performed in separate phases, for each phase, (b) total amount billed in the current period and total amount billed to date and, if the Project is to be performed in separate phases, for each phase, and (c) the estimated percent completion of the Project and, if the Project is to be performed in separate phases, for each phase.

2.3 Taxes. The Compensation includes applicable federal, State of Illinois, and local taxes of every kind and nature applicable to the services provided by the Contractor and all taxes,

contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. The Contractor will never have a claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees.

2.4 Final Payment. A Project, or a phase of a Project, will be considered complete on the date of final written acceptance by the City of the Services or the relevant phase of the Services. Services related to a submission of the Contractor will be deemed accepted by the City if the City does not object to those Services in writing within 30 days after the submission by the Contractor of an invoice for final acceptance and payment. The City will make final payment to the Contractor within 30 days after final acceptance of the Services and any Project-Specific Compensation, after deducting therefrom charges, if any, as provided in this Master Contract or the relevant Task Order ("*Final Payment*"). The acceptance by the Contractor of Final Payment will operate as a full and complete release of the City by the Contractor of and from any and all lawsuits, claims, or demands for further payment of any kind for the Services encompassed by the Final Payment.

2.5 Deductions. Notwithstanding any other provision of this Master Contract, the City may deduct and withhold from any payment or from Final Payment such amounts as may reasonably appear necessary to compensate the City for any loss due to (1) Services that are defective, nonconforming, or incomplete, (2) liens or claims of lien, (3) claims against the Contractor or the City made by any of the Contractor's sub-Contractors or suppliers or by other persons about the Services, regardless of merit, (4) delay by the Contractor in the completion of the Services, (5) the cost to the City, including without limitation reasonable attorneys' fees, of correcting any of the matters stated in this Section or exercising any one or more of the City's remedies set forth in Section 8.3 of this Master Contract. The City will notify the Contractor in writing given in accordance with Section 9.10 of this Master Contract of the City's determination to deduct and withhold funds, which notice will state with specificity the amount of, and reason or reasons for, such deduction and withholding.

2.6 Use of Deducted Funds. The City will be entitled to retain any and all amounts withheld pursuant to Section 2.5 above until the Contractor either has performed the obligations in question or has furnished security for that performance satisfactory to the City. The City will be entitled to apply any money withheld or any other money due to the Contractor to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and reasonable attorneys' fees (collectively "*Costs*") incurred, suffered, or sustained by the City and chargeable to the Contractor under this Contract.

2.7 Keeping Books and Accounts. The Contractor must keep accounts, books, and other records of all its billable charges and costs incurred in performing Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. The Contractor must make all such material available for inspection by the City, at the office of the Contractor during normal business hours during the Term and for a period of three years after termination of this Master Contract. Copies of such material must be furnished to the City at the City's request and expense.

ARTICLE 3. PERFORMANCE OF PROJECT AND SERVICES

3.1 Standard of Performance. The Contractor must perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the Chicago Metropolitan Region (the “*Standard of Performance*”). All Services must be free from defects and flaws, must conform to the requirements of this Master Contract and applicable Task Order, and must be performed in accordance with the Standard of Performance. The Contractor is fully and solely responsible for the quality, technical accuracy, completeness, and coordination of all Services, unless specifically provided otherwise in a Task Order.

3.2 Correction of Defects. The Contractor must provide, for no additional Compensation and at no separate expense to the City, all work required to correct any defects or deficiencies in the performance of Services, regardless of whether the defect or deficiency relates to the work of the Contractor or of the Contractor’s sub-Contractors or suppliers, so long as that notice of the defects is given by the City to the Contractor within two years after completion of the Services.

3.3 Risk of Loss. The Contractor bears the risk of loss in providing all Services. The Contractor is responsible for any and all damages to property or persons caused by any Contractor error, omission, or negligent act and for any losses or costs to repair or remedy any work undertaken by the City based on the Services as a result of any such error, omission, or negligent act. Notwithstanding any other provision of this Master Contract or any Task Order, the Contractor’s obligations under this Section 3.3 exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of the City or the Contractor, to indemnify, hold harmless, or reimburse the Contractor for damages, losses, or costs.

3.4 Opinions of Probable Cost. The Parties recognize that neither the Contractor nor the City has control over the costs of labor, materials, equipment, or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors’ methods of determining their prices. Accordingly, any opinions of probable costs provided under this Master Contract or a Task Order are considered to be estimates only, made on the basis of the Contractor’s experience and qualifications, and those opinions represent the Contractor’s best judgment as an experienced and qualified professional, familiar with the industry. The Contractor does not guaranty that proposals, bids, or actual costs will not vary from the opinions prepared by the Contractor.

3.5 Responsibility for Work by Contractors. Except as provided in a Task Order, and subject to the next sentence of this Section 3.5, the Contractor is not responsible for a contractor’s construction means, methods, techniques, sequences or procedures, time of performance, compliance with law, or safety precautions and programs, and the Contractor does not guarantee the performance of a contractor. Nothing in the previous sentence may be construed or applied to limit the responsibility of the Contractor to properly perform, or the liability of the Contractor for failure to properly perform, all of the Services required by the Contractor under this Master Contract or a Task Order, which Services may include contract and work oversight, inspections of work performed by a contractor, contract compliance services, and similar services.

3.6 City Responsibilities. Except as provided in this Master Contract or in a Task Order, the City, at its sole cost and expense, will have the following responsibilities:

(a) To designate a person with authority to act as the City's representative on each Project. In the absence of a written designation, the City's representative will be the City's Director of Public Works and Engineering. The City's representative will have the authority to act on behalf of the City as provided in a Task Order, except on matters that require approval of the City Council.

(b) To provide to the Contractor all criteria and information about the requirements for a Project or Services, including, as relevant, the City's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations.

(c) To provide to the Contractor existing studies, reports, and other available data relevant to a Project.

(d) To arrange for access to, and make provisions for the Contractor to enter on, public and private property as reasonably required for a Project.

(e) To provide, as relevant, surveys describing physical characteristics, legal limitations, and utility locations for a Project and the services of other Contractors when the services of other Contractors are requested by the Contractor and are necessary for the performance of the Services.

(f) To provide structural, mechanical, chemical, air and water tests, tests for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by the City in connection with a Project, except the extent such tests, inspections, or reports are part of the Services.

(g) To review reports, documents, data, and all other information presented by the Contractor as appropriate.

(h) To provide approvals from all governmental authorities having jurisdiction over a Project when requested by the Contractor, except the extent such approvals are part of the Services.

(i) To provide, except as provided under Article 5 and Article 6 of this Master Contract, all accounting, insurance, and legal services as may be necessary from time to time in the judgment of the City to protect the City's interests with respect to a Project.

(j) To attend Project-related meetings.

(k) To give prompt written notice to the Contractor whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of Services, except that the inability or failure of the City to give any such a notice will not relieve the Contractor of any of its responsibilities under this Master Contract or any Task Order.

3.7 Time of the Essence. Time is of the essence for each Project and all activities with regard to the performance of a Project.

3.8 Suspension of Services, Project. The City, at any time and for any reason, may suspend work on any or all Services or Project by issuing a written work suspension notice to the Contractor. The Contractor must stop the performance of all Services within the scope of the suspension notice until the City directs the Contractor in writing to resume performance.

ARTICLE 4. TASK CHANGE ORDERS; DELAYS

4.1 Task Change Orders. The City, from time to time, may issue a written order modifying or otherwise changing the scope of the Services included in a Task Order (a “*Task Change Order*”) provided, however, that any Task Change Order in an amount exceeding \$20,000 must be approved by the City Council. The Task Change Order will be generally in the form attached to and by this reference incorporated into this Master Contract as Attachment C. The Contractor may request a Task Change Order based on a material change to a Project or any Services required as part of a Project. A Task Change Order may include additions to and deletions from the Services and will include any equitable increases or decreases to the Compensation for the Project.

4.2 Revision Notices. Within 10 days after the date of a Task Change Order, and in any event before the Contractor begins work on any changed Services, the Contractor must notify the City in writing if the Contractor desires a revision to the Task Change Order (a “*Revision Notice*”). The Revision Notice must clearly state the Contractor’s requested revisions and the reasons for the revisions. If the City agrees to any revision, then the City will issue a revised Task Change Order in a form acceptable to the Parties. If the Contractor does not submit a Revision Notice within the 10-day period, then the Contractor will be deemed to have accepted the Task Change Order and the Task Change Order will be final.

4.3 Disagreements over Task Change Order Terms. If the City and the Contractor cannot agree on the proposed revisions to the Compensation or Project Schedule terms of a Task Change Order, then the Parties will apply the dispute resolution provisions of this Master Contract in order to reach agreement. In that event, the Contractor must proceed diligently with the revised Services as directed by City pending resolution of the disagreement. The Contractor will be compensated equitably for the work the Contractor undertakes during the disagreement resolution process.

4.4 No Change in Absence of Task Change Order. No claim for an adjustment in Compensation or Project Schedule will be made or allowed unless it is embodied in a Task Change Order signed by the City and the Contractor. If the Contractor believes it is entitled to an adjustment in the Compensation or Project Schedule terms that has not been included, or fully included, in a Task Change Order, then the Contractor may submit to the City a written request for the issuance of, or revision of, a Task Change Order including the desired adjustment. The Contractor’s request must be submitted before the Contractor proceeds with any Services for which an adjustment is desired.

4.5 Delays. If a delay in providing Services results from one or more causes that could not be avoided or controlled by the Contractor, then the Contractor may be entitled to an extension of the Project Schedule for a period of time equal to that delay, or an adjustment in Compensation for extra costs related to the delay, or both. The Contractor must notify the City in writing within 10 days after the start of the delay and again in writing within 10 days after the delay has ended (the “*Delay Period*”). The first notice must state the cause or causes of the delay and the impact of the delay on providing Services. The second notice must state the cause or causes of the delay, the length of the day, the reasons why the delay disrupted performance of the Services and the Contractor’s request, if any, for a change in Compensation or Project Schedule. If the Contractor fails to submit notices as provided in this Section 4.5, then the Contractor will be deemed to have waived any right to an adjustment in Compensation for the Services.

ARTICLE 5. INSURANCE

5.1 Insurance. The Contractor must procure and maintain, for the duration of this Master Contract, insurance as provided in this Article 5.

5.2 Scope of Coverage.

(a) Commercial General Liability. Insurance Services Office Commercial General Liability occurrence form CG 0001, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A), CG 2026(Exhibit B).

(b) Automobile Liability. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 “Any Auto.”

(c) Professional Liability. Indemnification and defense for injury or damage arising out of negligent acts, errors, or omissions in providing professional services.

(d) Workers’ Compensation and Employers’ Liability. Workers’ Compensation as required by the Workers’ Compensation Act of the State of Illinois and Employers’ Liability insurance.

5.3 Minimum Limits of Coverage.

(a) Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury and for property damage and \$1,000,000 per occurrence for personal injury. The general aggregate must be twice the required occurrence limit. Minimum General Aggregate must be no less than \$2,000,000 or a project-contract specific aggregate of \$1,000,000.

(b) Business Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.

(c) Workers’ Compensation and Employers’ Liability. Workers’ Compensation Coverage with statutory limits and Employers’ Liability limits of \$500,000 per accident.

(d) Professional Liability. \$1,000,000 each claim with respect to negligent acts, errors, and omissions in connection with all professional services to be provided under this Master Contract and any Task Order, with a deductible not-to-exceed \$150,000 without prior written approval.

5.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer must reduce or eliminate such deductibles or self-insured retentions with respect to the City and its officials, employees, agents, and representatives or the Contractor must procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses. This provision does not apply to Paragraph 5.3(d) above.

5.5 Additional Requirements. The insurance policies must contain, or be endorsed to contain, the following provisions:

(a) Commercial General Liability and Automobile Liability Coverage. The City and its officials, employees, agents, and representatives must be covered as additional insured as respects: liability arising out of the Contractor's work, including without limitation activities performed by or on behalf of the Contractor and automobiles owned, leased, hired, or borrowed by the Contractor. Coverage must contain no special limitations on the scope of protection afforded to the City or its officials, employees, agents, and representatives.

(b) Primary Coverage. The insurance coverage must be primary with respect to the City and its officials, employees, agents, and representatives. Any insurance or self-insurance maintained by the City and its officials, employees, agents, and representatives will be excess of the Contractor's insurance and will not contribute with it.

(c) Reporting Failures. Any failure to comply with reporting provisions of any policy must not affect coverage provided to the City and its officials, employees, agents, and representatives.

(d) Severability of Interests/Cross Liability. The insurance must contain a Severability of Interests/Cross Liability clause or language stating that the insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's ability.

(e) Umbrella Policies. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor must name the City and its officials, employees, agents, and representatives as additional insureds under the umbrella policy.

(f) Occurrence Form. All general liability coverage must be provided on an occurrence policy form. Claims-made general liability policies are not acceptable.

(g) Workers' Compensation and Employers' Liability Coverage. The insurer must agree to waive all rights of subrogation against the City and its officials, employees, agents, and representatives for losses arising from work performed by the Contractor.

(h) Professional Liability. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of this Master Contract. If the policy is cancelled, non-renewed, or switched to an occurrence form, then the Contractor must purchase supplemental extending reporting period coverage for a period of not less than three years.

(i) All Coverage. Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice to the City by certified mail, return receipt requested.

(j) Acceptability of Insurers. Unless specifically approved in writing in advance by the City, all insurance must be placed with insurers with a Best's rating of no less than A-, VII. All insurers must be licensed to do business in the State of Illinois.

5.6 Verification of Coverage. The Contractor must furnish the City with certificates of insurance naming the City and its officials, employees, agents, and representatives as additional insureds and with original endorsements affecting coverage required by this Article 5. The certificates and endorsements for each insurance policy must be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the City and in any event must be received and approved by the City before any work commences. Other additional-insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the ISO Additional Insured Endorsements CG 2010 or CG 2026. The City reserves the right to request a full certified copy of each insurance policy and endorsement.

5.7 Sub-Contractors and Suppliers. The Contractor must include all sub-Contractors as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors are subject to all of the requirements stated in this Article 5, except its professional liability policy.

ARTICLE 6. INDEMNIFICATION

6.1 Agreement to Indemnify. To the fullest extent permitted by law, the Contractor hereby agrees to indemnify and, at the City's request, defend the City and its officials, employees, agents, and representatives (collectively the "*Indemnified Parties*") as follows:

(a) Against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs, and expenses (collectively "*Professional Liability Claims*"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the negligent performance of any professional Services by the Contractor or its employees or sub-Contractors or that may in any way result therefrom, except only Claims arising out of the sole legal cause of the City; and

(b) Against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs, and expenses (collectively "*General Liability Claims*"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the

negligent act or omission of the Contractor or its employees or sub-Contractors other than any professional Service or that may in any way result therefrom, except only General Liability Claims arising out of the sole legal cause of the City.

6.2 Notice of Claim to Contractor. The City must provide notice of a Claim to the Contractor within 10 business days after the City acquires knowledge of that Claim.

6.3 No Limit Based on Insurance. The Contractor expressly acknowledges and agrees that any performance bond or insurance policy required by this Contract, or otherwise provided by the Contractor, will in no way limit the responsibility to indemnify and defend the Indemnified Parties or any one of them.

6.4 Withholding Payment. To the extent that any payment is due to the Contractor under this Contract, the City may withhold that payment to protect itself against any loss until all claims, suits, or judgments have been settled or discharged and evidence to that effect has been furnished to the satisfaction of the City.

6.5 Limit on Duty to Indemnify. The Contractor is not required to indemnify an Indemnified Party to the extent a Claim resulted primarily from the negligence or willful misconduct of the Indemnified Party.

ARTICLE 7. INFORMAL DISPUTE RESOLUTION

7.1 Dispute Resolution Panel. Any dispute between the City and the Contractor related to this Master Contract or a Task Order will be submitted to a dispute resolution panel comprised of two representatives of each Party who have been given the authority to agree to a resolution of the dispute. The panel may meet or may conduct its discussions by telephone or other electronic means. If the panel has failed to convene within two weeks after the request of either Party, or is unable to resolve the dispute within 30 days, then either Party may exercise any other rights it has under this Master Contract.

7.2 Communications in Nature of Settlement. All communications between the Parties in connection with the attempted resolution of a dispute will be confidential and will be deemed to have been delivered in furtherance of dispute settlement and thus will be exempt from discovery and production, and will not be admissible in evidence whether as an admission or otherwise, in any arbitration, judicial, or other proceeding for the resolution of the dispute.

7.3 Performance of Services. During the dispute resolution process, the Contractor must proceed diligently with the performance of Services.

ARTICLE 8. TERMINATION

8.1 Master Contract is At-Will. This Master Contract is at-will and may be terminated by the City at any time at the City's convenience, without reason or cause. If the City terminates this Master Contract without reason or cause, then the Contractor will be entitled to Compensation for all Service performed by the Contractor up to the date of termination. The Contractor is not

entitled to compensation of any kind, including without limitation for lost profit, for any Services not performed by the Contractor.

8.2 Termination by City for Breach. The City at any time, by written notice, may terminate this Master Contract and any Task Order on account of breach by the Contractor and failure of the Contractor to cure the breach within 10 days after that written notice or such further time as the City may agree, in the City's sole discretion, in response to a written notice from the Contractor seeking additional time to cure. "*Breach*" by the Contractor includes (a) failure of the Contractor to adhere to any terms or conditions of this Master Contract or any Task Order, (b) failure of the Contractor to properly perform Services, (c) or failure of the Contractor to maintain progress in the performance of Services so as to endanger proper performance of the Project within the Project Schedule, (d) failure of the Contractor to have or maintain adequate financial or legal capacity to properly complete a Project or any Services.

8.3 City Remedies. If the City terminates this Master Contract or any Task Order for Breach by the Contractor, then the City will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

(a) The City may recover from the Contractor any and all costs, including without limitation reasonable attorneys' fees, incurred by the City as the result of any Breach or as a result of actions taken by the City in response to any Breach.

(b) The City may withhold any or all outstanding Compensation under any Task Order to reimburse itself or pay for any and all costs, including without limitation reasonable attorneys' fees, incurred by the City as the result of any Breach or as a result of actions taken by the City in response to any Breach. In that event, the City will pay any excess funds to the Contractor, if any, after all of the City's costs are reimbursed or paid. If the Compensation withheld by the City is insufficient to reimburse the City for, or pay, all costs, then the City will have the right to recover directly from the Contractor a sum of money sufficient to reimburse itself, or pay, all remaining costs.

8.4 Termination for Convenience. If, after termination of this Master Contract by the City for breach, it is determined that the Contractor was not in breach or that the termination otherwise was irregular or improper, then the termination shall be deemed to have been made for the convenience of the City under Section 8.1 of this Master Contract.

8.5 Termination by Contractor for Breach. The Contractor at any time, by written notice, terminate this Master Contract on account of failure by the City to properly pay the Contractor and failure of the City to cure the breach within 10 days after that written notice or such further time as the Contractor may agree, in the Contractor's sole discretion, in response to a written notice from the City seeking additional time to cure.

8.6 Termination by Contractor without Cause. The Contractor may terminate this Master Contract without cause on 30 days written notice to the City, except that no such termination will become effective until after the Contractor has completed, and the City has

approved and accepted, all Projects for which Task Orders have been issued and all Services related to those Projects.

ARTICLE 9. LEGAL RELATIONSHIPS AND GENERAL REQUIREMENTS

9.1 Contractor as Independent Contractor. For purposes of this Contract, the Contractor is an independent Contractor and is not, and may not be construed or deemed to be an employee, agent, or joint venturer of the City.

9.2 Compliance with Laws; Communications with Regulators. The Contractor must comply with all statutes, ordinances, codes, and regulations applicable to the Services. Except to the extent expressly set forth in this Master Contract or a Task Order, the Contractor may not communicate directly with applicable governmental regulatory agencies with regard to Services without prior express authorization from the City. The Contractor must direct inquiries from governmental regulatory agencies to the City for appropriate response.

9.3 Contractor Payments; Waivers of Liens. The Contractor must pay promptly for all services, labor, materials, and equipment used or employed by the Contractor in the performance of any Services and must not cause any materials, equipment, structures, buildings, premises, and property of the City to be impressed with any mechanic's lien or other liens. The Contractor, if requested, must provide the City with reasonable evidence that all services, labor, materials, and equipment have been paid in full and with waivers of lien as appropriate.

9.4 Permits and Licenses. Unless otherwise provided in a Task Order, the Contractor must obtain and pay for all permits and licenses, registrations, qualifications, and other governmental authorizations required by law that are associated with the Contractor's performance of Services.

9.5 Safety; Hazardous Materials.

(a) Protection of Health, Environment. The Contractor's personnel must be experienced and properly trained to perform the Services and must take adequate precautions to protect human health and the environment in the performance of Services.

(b) Notice of Hazardous Conditions. If the Contractor observes a potentially hazardous condition relating to the Services, the Contractor must bring that condition to the attention of the City.

(c) Hazardous Materials. The Contractor acknowledges that there may be hazardous substances, wastes, or materials as defined by applicable Law ("Hazardous Materials") at a Project site or otherwise associated with Services, and the Contractor under those circumstances must take appropriate precautions to protect its employees, sub-Contractors, and suppliers.

9.6 Intellectual Property. The Contractor may not infringe on any intellectual property (including but not limited to patents, trademarks, or copyrights) (collectively "*Intellectual Property*") in the performance of Services. If ever the Contractor is alleged to have infringed on

any Intellectual Property, then, in addition to the Contractor's obligations to indemnify Indemnified Parties under this Master Contract, the Contractor also, at the sole discretion of the City and at the Contractor's sole expense (a) procure for the City the right to continue using the infringing subject matter, or (b) replace or modify the infringing subject matter so that it becomes non-infringing but still complies with the requirements of this Master Contract and the relevant Task Order, or (c) reimburse the City for all payments made to the Contractor relating to or impacted by the infringing material and all costs incurred by City resulting from such infringement.

9.7 Confidential Information. All information and data disclosed by the City and developed or obtained under this Master Contract must be treated by the Contractor as proprietary and confidential information ("*Confidential Information*"). The Contractor must not disclose Confidential Information without the City's prior written consent. No person may use Confidential Information for any purpose other than for the proper performance of Services. The obligations under this Section 9.7 does not apply to Confidential Information that is (i) in the public domain without breach of this Contract, (ii) developed by the Contractor independently from this Master Contract, (iii) received by the Contractor on a non-confidential basis from others who had a right to disclose the information, or (iv) required by law to be disclosed, but only after prior written notice has been received by City and City has had a reasonable opportunity to protect disclosure of the Confidential Information. The Contractor must ensure that the foregoing obligations of confidentiality and use extend to and bind the Contractor's sub-Contractors and suppliers.

9.8 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Master Contract (collectively "*Data*"), other than the Contractor's confidential information, will be and remain the sole property of the City. The Contractor must promptly deliver all Data to the City at the City's request. The Contractor is responsible for the care and protection of the Data until that delivery. The Contractor may retain one copy of the Data for the Contractor's records subject to the Contractor's continued compliance with the provisions of this Article.

9.9 Copyrights and Patents. The Contractor agrees not to assert, or to allow persons performing under the Contractor's control to assert, any rights to Data or establish any claim under design, patent, or copyright laws. It is expressly agreed that all copyrightable or patentable Data produced as part of Services has been specifically commissioned by the City and is considered "work for hire," and that all copyrightable and other proprietary rights in that Data will vest solely in the City. Further, the Contractor agrees that all rights under copyright and patent laws under this Master Contract belong to the City. The Contractor hereby assigns any and all rights, title, and interests under copyright, trademark, and patent law to the City and agrees to assist the City in perfecting the same at the City's expense.

9.10 Notices. Any notice or communication required by this Master Contract will be deemed sufficiently given if in writing and when delivered personally or upon receipt of registered or certified mail, postage prepaid, with the U.S. Postal Service and addressed as follows:

If to the City:
City of Des Plaines
Public Works and Engineering Department

with a copy to:
City of Des Plaines
1420 Miner Street

1420 Miner Street
Des Plaines, Illinois 60016
Attn: Director of Public Works
And Engineering

Des Plaines, Illinois 60016
Attn: City Manager

If to the Contractor:
Argon Electric Company, Inc.
1700 Lieder Lane, Suite 100
Buffalo Grove, IL 60089
Attn: Ronald J. Cacioppo

with a copy to:

or to such other address as the party to whom notice is to be given has furnished in writing.

9.11 No Waiver by City. No act, order, approval, acceptance, or payment by the City, nor any delay by the City in exercising any right under this Master Contract, will constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services or operate to waive any requirement or provision of this Master Contract or any remedy, power, or right of the City.

9.12 No Third-Party Beneficiaries. This Master Contract is for the benefit of the City and the Contractor only and there can be no valid claim made or held against the City or the Contractor by any third party to be a beneficiary under this Master Contract.

9.13 Survival of Terms. The following sections will survive the termination of this Master Contract: 2.7, 3.2, 6.1, 8.4, 9.7, 9.8, and 9.9.

9.14 Assignments. The Contractor may not assign or transfer any term, obligation, right, or other aspect of this Master Contract without the prior express written consent of the City. If any aspect of this Master Contract is assigned or transferred, then the Contractor will remain responsible to the City for the proper performance of the Contractor's obligations under this Master Contract. The terms and conditions of any agreement by the Contractor to assign or transfer this Master Contract must include terms requiring the assignee or transferee to fully comply with this Master Contract unless otherwise authorized in writing by the City.

9.15 Amendments. This Master Contract may be amended only in writing executed by the City and the Contractor.

9.16 Governing Law. The validity, construction, and performance of this Master Contract and all disputes between the parties arising out of or related to this Contract will be governed by the laws of the State of Illinois without regard to choice or conflict of law rules or regulations.

9.17 Compliance with Laws, Grant Regulations. All Services must be provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules, and regulations. The Contractor also must comply with applicable conditions of any federal, state, or local grant received by the City with respect to this Master Contract or any Task Order. The Contractor will

be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the Contractor's improper performance of, or failure to properly perform, any Services.

9.18 Representation of No Conflicts. The Contractor represents that (1) no City employee or agent is interested in the business of the Contractor or this Master Contract, (2) as of the Effective Date neither the Contractor nor any person employed or associated with the Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract, and (3) neither the Contractor nor any person employed by or associated with the Contractor may at any time during the Term obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract.

9.19 No Collusion. The Contractor represents that the Contractor is not barred from contracting with a 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 Contractor is properly contesting its liability for the tax or the amount of the tax or (2) a violation of either Section 33E-3 or Section 33E-4 or Article 33E of the Criminal Code of 1961, 720 ILCS 5/22E-1 *et seq.* The Contractor represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to the City prior to the execution of this Master Contract and that this Master Contract is made without collusion with any other person, firm, or corporation.

WHEREFORE, the City and the Contractor have caused this Master Contract to be executed by their duly authorized representatives as of the Effective Date.

CITY OF DES PLAINES

Argon Electric Company, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: City Manager

Title: _____

ATTACHMENT A

TASK ORDER

In accordance with Section 1.2 of the Master Contract dated _____, 20____
between the City of Des Plaines (the “City”) and Argon Electric Company, Inc. (the
“Contractor”), the Parties agree to the following Task Number ____:

1. Contracted Services:

_____.

2. Project Schedule (attach schedule if appropriate):

_____.

3. Project Completion Date:

All Contracted Services must be completed on or before: _____, 20____.

4. Project Specific Pricing (if applicable):

_____.

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

_____.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

[signature page follows]

CITY

CONTRACTOR

Signature
Director of Public Works
And Engineering

_____, 20____
Date

Signature

Name (Printed or Typed)

_____, 20____
Date

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

Signature
City Manager

_____, 20____
Date

If compensation greater than \$[20,000], then the City Council must approve the Services
Change Order in advance and the City Manager or Mayor's signature is required.

Signature
City Manager

_____, 20____
Date

ATTACHMENT B

PRICING SCHEDULE

ARGON ELECTRIC COMPANY, INC.

PHONE: (847) 364-2200



CONTRACTORS AND ENGINEERS

FAX: (847) 364-2205

1700 LEIDER LANE • SUITE # 100 • BUFFALO GROVE, IL 60089

www.argonelec.com

September 21, 2021

Mr. Tom Bueser

Email.: tbueser@desplaines.org

City of Des Plaines Public Works

1111 Joseph Schwab Road

Des Plaines, IL 60016

Re: Electrical Labor Rates for 2021-2022

Dear Tom:

We are pleased to submit our proposal to supply labor and material costs for servicing the City of Des Plaines.

Our labor rates for Journeyman Electrician and material costs are as follows:

LABOR RATES – Hourly

Straight Time Rate (Monday-Friday) 7am-3pm - \$ 112.00 / hour

Overtime Rate (Monday – Friday after 3pm, Saturdays) - \$ 180.00 / hour

Premium Double Time Rate – (Saturday after 3pm, Sundays, Holidays) - \$ 222.00 / hour

MATERIAL CHARGES

15% Markup to materials invoiced to Argon Electric.

All work will be done in accordance with Local Electrical Codes and Standards.

Thank you for the opportunity to be of service. We look to working for the City of Des Plaines and providing the quality service that Argon Electric is recognized for throughout the Chicagoland construction industry.

Please feel free to contact me if you have any questions or require additional information.

Sincerely,

ARGON ELECTRIC COMPANY, INC.

Ronald J. Cacioppa

ATTACHMENT C

TASK CHANGE ORDER FOR TASK NUMBER ____

In accordance with Section 4.1 of the Master Contract dated _____, 20____ between the City of Des Plaines (the “City”) and _____ (the “Contractor”), the Parties agree to the following Task Change Order for Task Number ____:

1. Change in Contracted Services:

2. Change in Project Schedule (attach schedule if appropriate):

3. Change in Project Completion Date:

All Contracted Services must be completed on or before _____, 20____

4. Change in Compensation:

5. Change in Project Specific Pricing (if applicable).

**ALL OTHER TERMS AND CONDITIONS
OF THE CONTRACT REMAIN UNCHANGED**

[signature page follows]

CITY

CONTRACTOR

Signature
Director of Public Works
And Engineering

_____, 20____
Date

Signature

Name (printed or typed)

_____, 20____
Date

If compensation increase greater than \$[2,500], then the City Manager's signature is required.

Signature
City Manager

_____, 20____
Date

If compensation greater than \$[20,000], then the City Council must approve the Services Change Order in advance and the City Manager or Mayor's signature is required.

Signature
City Manager

_____, 20____
Date

#10250753_v1



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: October 21, 2021

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

From: Davorka Kirincic, AICP, Associate Planner / CDBG Administrator *[Signature]*
John T. Carlisle, AICP, Director of Community & Economic Development *[Signature]*

Subject: A Resolution Authorizing the Execution of Agreements with Sub-recipients of Community Development Block Grant Funds for Program Year 2021

Issue: U.S. Department of Housing and Urban Development (HUD) regulations require Community Development Block Grant (CDBG) grantee municipalities to have an annual agreement with each sub-recipient receiving funds.

Analysis: On August 2, 2021, the City of Des Plaines approved Program Year 2021 (10/1/21 to 9/30/22) Annual Action Plan Resolution R-122-21 to allocate the following:

- Public Service Programs: \$47,700.00 administered by four sub-recipients - The Center of Concern, The Harbour, Inc., Northwest Compass, Inc., and WINGS, Inc.
- Housing Rehabilitation Programs: \$208,803.00 administered by one sub-recipient - North West Housing Partnership.
- Public Facility Improvement Program: \$72,000.00 administered by one sub-recipient - Des Plaines Park District.

In coordination with HUD, our general counsel had generated three sub-recipient agreement forms, one for each program area. The attached Resolution R-175-21 approves and authorizes execution of the agreements with each of the sub-recipients for the programs and projects detailed in the approved Annual Action Plan and noted in the Resolution.

Recommendation: Staff recommends that the City Council adopt Resolution R-175-21.

Resolution R-175-21

Exhibit A: Form of Public Service Program Agreement
Exhibit B: Form of Housing Rehabilitation Program Agreement
Exhibit C: Form of Public Facility Program Agreement

CITY OF DES PLAINES

RESOLUTION R - 175 - 21

A RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENTS WITH SUBRECIPIENTS OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS.

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, WHEREAS, on August 2, 2021, the City Council adopted Resolution R-122-21, approving the City's 2021 Community Development Block Grant Annual Action Plan, which designated the award of the City's Community Development Block Grant to subrecipients as follows: (i) \$47,700 for public service programs; and (ii) \$208,803 for housing rehabilitation programs; and (iii) \$72,000 for public facility project; and

WHEREAS, the City desires to enter into subrecipient agreements ("**Public Service Program Agreements**") with the following not-for-profit agencies ("**Public Service Program Subrecipients**") to administer public service programs under the Community Development Block Grant Program in the following amounts:

<u>Subrecipient</u>	<u>Public Service Programs</u>	<u>Budget</u>
The Center of Concern	Homeless Prevention, Housing Counseling, Resources and Home Sharing Program	\$9,000
The Center of Concern	Senior Housing and Supportive Services Program	\$11,000
The Harbour, Inc.	Emergency Shelter & Transitional Housing for Homeless Youth Program	\$6,000
Northwest Compass, Inc.	Housing Counseling Program	\$15,000
WINGS Program, Inc.	WINGS Safe House Emergency Shelter (domestic violence) Program	\$6,700

and;

WHEREAS, the City desires to enter into subrecipient agreements ("**Housing Rehabilitation Program Agreements**") with the following not-for-profit agencies ("**Housing Rehabilitation Program Subrecipients**") to administer housing rehabilitation programs under the Community Development Block Grant Program in the following amounts:

<u>Subrecipient</u>	<u>Housing Rehabilitation Programs</u>	<u>Budget</u>
North West Housing Partnership	Home Repair Program	\$179,528
North West Housing Partnership	Minor Repair Program	\$29,275

and;

WHEREAS, the City desires to enter into a subrecipient agreement (“**Public Facility Project Agreement**”) with the Des Plaines Park District (“**Park District**”) to administer a public facility project under the Community Development Block Grant Program in the following amount:

Subrecipient	Public Facility Projects	Budget
Des Plaines Park District	Seminole Park Project	\$72,000

and,

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into: (i) the Public Service Program Agreements with the Public Service Program Subrecipients; and (ii) the Housing Rehabilitation Program Agreements with the Housing Rehabilitation Program Subrecipients; and (iii) the Public Facility Project Agreements with the Park District;

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 AGREEMENTS. The City Council hereby approves the Public Service Program Agreements with the Public Service Program Subrecipients, the Housing Rehabilitation Program Agreements with the Housing Rehabilitation Program Subrecipients, and the Public Facility Project Agreement with the Park District, in substantially the forms attached to this Resolution as **Exhibit A**, **Exhibit B**, and **Exhibit C**, respectively, and in final forms approved by the General Counsel.

SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENTS. The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City: (a) the Public Service Program Agreements with the Public Service Program Subrecipients; and (b) the Housing Rehabilitation Program Agreements with the Housing Rehabilitation Program Subrecipients; and (c) the Public Facility Project Agreement with the Park District.

SECTION 4: 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

**SUBRECIPIENT AGREEMENT BETWEEN
THE CITY OF DES PLAINES, ILLINOIS,
AND
[NON-GOVERNMENTAL SUBRECIPIENT]
FOR
[NAME OF CDBG PUBLIC SERVICE PROGRAM]**

THIS SUBRECIPIENT AGREEMENT ("***Agreement***") is entered this ____ day of December, 2021 by and between the City of Des Plaines, an Illinois home-rule municipality ("***Grantee***") and _____ ("***Subrecipient***").

WHEREAS, on August 3rd, 2020, the corporate authorities of the Grantee approved: (i) Resolution No. R-137-20, approving a five-year Consolidated Plan for Program Years 2020-2024 for the City's participation in the Community Development Block Grant program ("***CDBG Program***") administered by the United States Department of Housing and Urban Development ("***HUD***"); and (ii) Resolution No. R-122-21, approving a City Action Plan for the 2021 CDBG Program year; and

WHEREAS, the Grantee submitted the Consolidated Plan, the Action Plan, and an application for a CDBG Program grant to HUD pursuant to Title I of the Housing and Community Development Act of 1974 as amended ("***HCD Act***"); and

WHEREAS, HUD has awarded Grantee a grant of funds under the CDBG Program ("***CDBG Grant***"); and

WHEREAS, the Grantee desires to utilize a portion of the CDBG Grant to engage the Subrecipient to perform, and the Subrecipient desires to receive a portion of the CDBG Grant to perform, public services and activities to help implement the objectives of the CDBG Program, the Consolidated Plan, and the Action Plan, all in accordance with the HCD Act, the regulations promulgated thereunder, and all other applicable federal, state, and local laws, ordinances, and regulations (collectively, the "***Requirements of Law***"); and

WHEREAS, the Grantee and the Subrecipient desire to enter into this Agreement to set forth their respective rights and obligations with respect to the use of the CDBG Grant and the performance of the public services and activities;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE**A. CDBG Grant**

The CDBG Grant is part of the following federal award:

CFDA Title:	Community Development Block Grants/Entitlement Grants
CFDA Number:	14.218
Award Name:	Community Development Block Grants/Entitlement Grants, A Formula Grants
Award Number:	B-21-MC-17-0009
Award Year:	2021
R&D Award:	No
Federal Agency:	United States Department of Housing and Urban Development, Office of Community Planning and Development

B. Activities

The Subrecipient shall use CDBG Grant funds to administer [***INSERT NAME OF PROGRAM***] during CDBG Program Year 2021 (“***Subrecipient Program***”) in a manner satisfactory to the Grantee, consistent with any standards required by HUD as a condition of the CDBG Grant, and in accordance with the Requirements of Law and this Agreement. The Subrecipient shall expend CDBG Grant funds solely to perform and complete the following activities eligible for funding under the CDBG Program (collectively, the “***Activities***”):

Program Delivery Activities

Activity #1 ***[INSERT COMPLETE DESCRIPTION OF EACH ACTIVITY, INCLUDING THE SERVICES TO BE PERFORMED, THE LOCATION WHERE THEY WILL BE PERFORMED, FOR WHOM THEY WILL BE PERFORMED, AND HOW THEY WILL BE PERFORMED.]***

Activity #2 ***[SAME]***

Activity #3 ***[SAME]***

[ADD ADDITIONAL ACTIVITIES AS NECESSARY]

General Administration Activities

[INSERT DESCRIPTION OF GENERAL ADMINISTRATIVE ACTIVITIES TO BE PERFORMED IN SUPPORT OF PROGRAM DELIVERY ACTIVITIES STATED ABOVE.]

C. National Objectives

The Activities must, pursuant to and in accordance with 24 CFR 570.200(a) (2) and 24 CFR 570.208, meet one of the following of the CDBG Program's National Objectives: (1) benefit low- and moderate-income persons; (2) aid in the prevention or elimination of slums or blight; or (3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient hereby certifies that the Activities carried out under this Agreement will meet **[INSERT NATIONAL OBJECTIVE OR OBJECTIVES THAT WILL BE MET]** as follows: **[INSERT DESCRIPTION OF HOW NATIONAL OBJECTIVE(S) WILL BE MET. IF DIFFERENT ACTIVITIES WILL MEET DIFFERENT OBJECTIVES, DESCRIBE HOW EACH ACTIVITY WILL MEET ONE OR MORE OF THE OBJECTIVES.]**.

C. Levels of Accomplishment - Goals and Performance Measures

The Subrecipient shall perform the Activities in accordance with the following performance measures, quantified in the units described below (collectively, the **"Performance Measures"**):

Activity	Unit Type	Units per Month	Total Units/Year
Activity #1	[INSERT UNIT OF MEASUREMENT TO BE USED, E.G., NUMBER OF PERSONS ASSISTED, NUMBER OF MEALS SERVED, NUMBER OF HOUSING UNITS REHABILITATED, ETC.)		
Activity #2			
Activity #3			
[INSERT ADDITIONAL LINES AS NECESSARY.]			

D. Staffing

The Subrecipient shall perform the Activities using the following personnel and in accordance with the following allocation of time for each person:

<u>Activity</u>	<u>Personnel</u>	<u>General Responsibilities</u>	<u>Time Allocation</u> (Hours Per Week)
Activity #1			
Activity #2			
Activity #3			
[<i>INSERT ADDITIONAL LINES AS NECESSARY.</i>]			

The Subrecipient shall not make any changes in the personnel assigned, their general responsibilities, or their time allocation under this Agreement without the prior written approval of the Grantee.

E. Performance Monitoring

On an annual basis, or on a more frequent basis if required by HUD, the Grantee will evaluate the Subrecipient's performance of the Activities to determine: (1) the Subrecipient's compliance with this Agreement and the Requirements of Law; and (2) the Subrecipient's progress attaining the Performance Measures ("*Performance Review*"). The Grantee shall notify the Subrecipient of the results of each Performance Review within 45 days after the conclusion of the Performance Review. Failure to perform the Activities in accordance with the Requirements of Law and the Performance Measures will constitute an act of default under this Agreement. If action to correct any default is not taken by the Subrecipient within 30 days after receipt of notice from the Grantee, the Grantee may immediately suspend the disbursement of all CDBG Grant funds and terminate this Agreement.

II. TIME OF PERFORMANCE

The Subrecipient shall commence the Activities on October 1, 2021, and shall complete the Activities no later than September 30, 2022 ("*Time of Performance*"). The Time of Performance shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income (as defined in 24 CFR 570.500), during which time all of the terms and provisions of this Agreement shall be in full force and effect and binding upon the Subrecipient.

III. BUDGET

The Subrecipient must perform the Activities in accordance with the following budget.

<u>Line Item</u>	<u>Amount</u>
Salaries	

Activity 1	
Activity 2	
[INSERT ACTIVITIES AS NECESSARY]	
Fringe	
Office Space (program only)	
Utilities	
Communications	
Reproduction/Printing	
Supplies and Materials	
Mileage	
Audit and Performance Review	
[INSERT OTHER LINES AS NECESSARY]	
TOTAL	

At any time during the Time of Performance, the Grantee may, in its discretion, require the Subrecipient to provide to the Grantee a supplementary budget or a more detailed budget for the performance of the Activities. The Subrecipient must provide a supplementary or more detailed budget to the Grantee no later than 30 days after receipt of a written request from the Grantee. The Subrecipient shall not amend the budget set forth in this Section III, or any supplementary or more detailed budget submitted to the Grantee pursuant to this Section III, without the prior written approval of the Grantee.

IV. **PAYMENT**

The total amount of CDBG Grant funds paid by the Grantee to the Subrecipient for the performance of the Activities under this Agreement shall not exceed \$_____. Payment of CDBG Grant funds shall be made only for eligible expenses and general administration and shall be made in accordance with 2 CFR 200.305, against the line items within the budget set forth in Section III of this Agreement, and based upon the Subrecipient's progress toward attaining the Performance Measures. The Subrecipient shall maintain a financial management system and internal controls in accordance with 2 CFR 200.302 and 2 CFR 200.303.

The Grantee may suspend or withhold the payment of CDBG Grant funds to, and may recover any unspent CDBG Grant funds from, the Subrecipient if the Grantee determines, in its sole discretion, that the Subrecipient has failed to perform any of its obligations in accordance with, or has violated, this Agreement or the Requirements of Law.

V. **NOTICES**

Notices required by this Agreement shall be in writing and delivered via U.S. mail (postage prepaid), commercial courier, or personal delivery. Any notice delivered or sent as aforesaid shall be effective on the date of delivery. All notices and other written communications under this Agreement shall be addressed to the people set forth below, unless modified by subsequent written notice.

Notices concerning this Agreement shall be directed to the following contract representatives:

If to Grantee: City of Des Plaines
1420 Miner Street
Des Plaines, IL 60016
Attention: Davorka Kirincic, CDBG Administrator

If to Subrecipient: _____

Attention: _____

VI. SPECIAL CONDITIONS

[INSERT ANY SPECIAL CONDITIONS APPLICABLE TO THE PARTICULAR ACTIVITY OR SUBRECIPIENT. IF NONE, INSERT: "THIS SECTION INTENTIONALLY LEFT BLANK."]

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient shall perform the Activities and all of its other obligations under this Agreement in accordance with the Requirements of Law, including, without limitation, all applicable requirements of 24 CFR Part 570, including, without limitation, subpart K of Part 570, and of 2 CFR Part 200. The Subrecipient shall utilize CDBG Grant funds received pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended or shall be construed to create or establish the relationship of employer/employee, principal/agent, or joint ventures between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the Activities to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, PICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the

Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee, and its officials, officers, employees, agents, and representatives, from and against any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance of or failure to perform the Activities and the Subrecipient's other obligations under this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement in accordance with the Requirements of Law.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect the CDBG Grant funds disbursed to the Subrecipient pursuant to this Agreement, and all property and other assets purchased in whole or in part with CDBG Grant funds, from loss due to theft, fraud and/or undue physical damage, and at a minimum shall purchase a blanket fidelity bond covering all of its employees in an amount equal to the CDBG Grant fund cash advances from the Grantee. The Subrecipient shall name the Grantee as additional insured on all insurance policies required by this Subsection.

F. Grantee Recognition

The Subrecipient shall recognize the role of HUD and the Grantee in providing services through this Agreement. All activities, facilities, and items performed and utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee and Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, signed by a duly authorized representative of each organization, and approved by the Subrecipient's and the Grantee's respective governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from their obligations under this Agreement.

The Grantee may, in its sole discretion, amend this Agreement as necessary to conform with Federal, state, or local governmental laws, regulations, guidelines, policies, and changes to available funding amounts by providing written notice to Subrecipient of

such amendments.

H. Suspension or Termination

In accordance with 2 CFR 200.338 and 2 CFR 200.339, the Grantee may, without limitation of other available remedies at law or in equity, withhold payments of the CDBG Grant funds, disallow the use of CDBG Grant funds for all or part of the cost of an Activity, or suspend or terminate all or any part of payment of the CDBG Grant funds or this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement. Material failures to comply with this Agreement include (but are not limited to) the following:

1. Failure by the Subrecipient to comply with any of the provisions of this Agreement and the Requirements of Law;
2. Failure by the Subrecipient to perform its obligations in accordance with this Agreement;
3. Improper use of CDBG Grant funds provided to the Subrecipient under this Agreement; and
4. Submission by the Subrecipient to the Grantee of reports, documents, statements, or any other information that is late, incorrect, inaccurate, incomplete, or misleading or fraudulent in any material respect.

In accordance with 2 CFR 200.339, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by written notification to HUD setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion of the CDBG Grant to be terminated. In the case of partial termination, if HUD determines that the remaining portion of the CDBG Grant will not accomplish the purpose for which the award was made, HUD may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient shall comply with the standards and requirements of 24 CFR 570.502 and of 2 CFR Part 200, Subpart D, including, without limitation, the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in accordance with the cost principles set forth in 2 CFR Part 200, Subpart E. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by 2 CFR 200.333 and 24 CFR 570.506 that are pertinent to the Activities to be funded under this Agreement (collectively, ***“Records”***). These Records shall include, without limitation:

- a. Records providing a full description of each Activity undertaken;
- b. Records demonstrating that each Activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of Activities for funding under this Agreement;
- d. Records documenting compliance with equal opportunity requirements of the CDBG Program;
- e. Financial Records, as required by 24 CFR 570.502; 2 CFR Part 200, Subpart D; and 24 CFR 84.21 through 84.28, in accordance with the standards set forth in 24 CFR 85.20, including, without limitation, accounting records with source documentation, including, without limitation, cancelled checks, paid bills, payroll records, detailed time and attendance records showing the amount of time spent by Subrecipient personnel in the performance of the Activities, and contract and subcontract award documents; and
- f. All Records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial Records, supporting documents, statistical Records, and all other Records related to this Agreement and the performance of the Activities pursuant to this Agreement for a period of three years after the date that the Grantee submits, as part of Grantee’s annual performance and evaluation report to HUD, its final report to HUD regarding the Activities supported pursuant to this Agreement (***“Retention Period”***). Notwithstanding the preceding sentence, if any litigation, claims, audits, negotiations or other actions involving the Records (collectively, ***“Actions”***) accrue before the expiration of the Retention Period, then the Records must be retained by the Subrecipient until the Actions are fully resolved or the expiration of the Retention Period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided in connection with the Activities. Such data shall include, but not be limited to, each client's name, address, social security number, income level or other basis for determining eligibility, and a description of service provided. Such information shall be made available to Grantee or its designees on a quarterly basis during the Performance Review or upon request by the Grantee.

4. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to the Activities and services performed and provided pursuant to this Agreement, is prohibited unless written consent is obtained from the client or, in the case of a minor client, the minor's parent or guardian; provided, however, that Subrecipient shall furnish to the Grantee all Records requested by the Grantee for the purpose of complying with the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*

5. Close-outs

The Subrecipient's obligations to the Grantee shall not end until all close-out requirements are completed in accordance with 2 CFR 200.343, as determined by the Grantee in its sole discretion. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of all funds, and property and other assets purchased with funds, disbursed under this Agreement (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect and binding upon the Subrecipient during any period that the Subrecipient has control over CDBG funds or property, including program income.

6. Audits & Inspections

The Subrecipient shall provide all Records to the Grantee, HUD, and the Comptroller General of the United States, or any of their authorized representatives, at any time during normal business hours, as often they deem necessary, to audit, examine, and make copies, excerpts, or transcripts of such Records. Minimally, the Subrecipient shall provide all Records to the Grantee during each Performance Review conducted by Grantee in accordance with Section I.E of this Agreement.

Any violations of this Agreement or the Requirements of Law, or any other deficiency discovered during a Performance Review or audit of the Subrecipient

must be fully cured by the Subrecipient, to the satisfaction of the Grantee, HUD, or the Comptroller General of the United States, in their sole discretion, within 30 days after receipt by the Subrecipient of notice of the violations or deficiencies. Failure of the Subrecipient to comply with the requirements of this Section is an event of default under this Agreement and may, without limitation of other available remedies, result in the withholding and recovery of CDBG Grant fund payments to the Subrecipient under this Agreement. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with applicable OMB Circulars.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall submit monthly written reports in a form acceptable to the Grantee of all program income (as defined at 24 CFR 570.500(a)) generated by Activities carried out with CDBG Grant funds provided to the Subrecipient under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth in 24 CFR 570.504. Additionally, the Subrecipient shall use program income during the Time of Performance of this Agreement to fund the Activities under this Agreement and shall reduce requests for CDBG funds by the amount of program income expended on the Activities. All unexpended program income shall be returned to the Grantee at the end of the Time of Performance. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

The Subrecipient shall keep a record of all indirect costs in the manner required by HUD. Indirect costs are costs incurred for a common or joint purpose benefiting more than one cost objective but not readily assignable to those cost objectives without effort disproportionate to the results achieved. However, the Subrecipient acknowledges and agrees that it may not charge or seek payment for, and the Grantee shall not pay, any indirect costs.

3. Payment Procedures

The Subrecipient shall submit payment requests to the Grantee on a form acceptable to the Grantee in its sole discretion. The Grantee will pay to the Subrecipient CDBG Grant funds available under this Agreement in accordance with the Subrecipient's progress in attaining the Performance Measures set forth in Section I.C of this Agreement, the budget set forth in Section III of this Agreement, and Grantee policy concerning payments. With the exception of certain advances, payments will be made for, and shall not exceed, eligible expenses actually incurred by the Subrecipient. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. The Grantee

reserves the right to use funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall, in accordance with 2 CFR 200.328, submit to the Grantee quarterly progress reports using information collection standards approved by the United States Office of Management and Budget regarding the performance of the Activities and the expenditure of CDBG Grant funds in a form acceptable to the Grantee in its sole discretion. The Subrecipient shall also meet with the Grantee upon request to discuss the Grantee's performance under this Agreement.

D. Procurement

1. Compliance

The Subrecipient shall comply with the requirements of 2 CFR 200.317 through 2 CFR 200.326 and the Grantee's purchasing policy for the procurement of all property and equipment pursuant to this Agreement and shall maintain inventory records of all non-expendable personal property procured with funds provided pursuant to this Agreement. The Subrecipient shall convey to the Grantee all program assets (including, without limitation, unexpended program income and personal property purchased with CDBG funds or program income) upon the termination or expiration of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the applicable requirements of 24 CFR 84.40 through 24 CFR 84.48 and 2 CFR 200.317 through 2 CFR 200.326.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the Chicago metropolitan area to be paid for with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200.310 through 200.316, 24 CFR Part 84, and 24 CFR 570.502, 570.503, and 570.504, as applicable, including, without limitation, the following requirements:

1. The Subrecipient shall transfer to the Grantee any CDBG Grant funds on hand, and any program income, and any accounts receivable attributable to

the use of CDBG Grant funds under this Agreement at the time of expiration, cancellation, or termination of this Agreement.

2. If the Subrecipient sells equipment acquired, in whole or in part, with CDBG Grant funds under this Agreement, the pro rata portion of the sale proceeds that correspond to the amount of CDBG Grant funds used to acquire the equipment shall be program income. Equipment not needed by the Subrecipient to perform Activities under this Agreement shall be either: (a) transferred to the Grantee for use by the CDBG Program; or (b) retained by the Subrecipient after paying the Grantee an amount equal to the amount of the fair market value of the equipment attributable to the amount of CDBG Grant funds used to acquire the equipment.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

The Subrecipient agrees to comply with the applicable provisions of: (1) Title VI of the Civil Rights Act of 1964, as amended; (2) Title VIII of the Civil Rights Act of 1968, as amended; (3) Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; (4) the Americans with Disabilities Act of 1990, as amended; (5) the Age Discrimination Act of 1975, as amended; (6) Executive Order 11063; and the laws, regulations, and executive orders referenced in 24 CFR 570.607.

The Subrecipient also agrees to comply with all Federal regulations promulgated pursuant to Section 504 of the Rehabilitation Act of 1973, 29 U S C 794, which prohibits discrimination against individuals with disabilities or handicaps in any Federally-assisted program.

B. Affirmative Action

1. Approved Plan

Before the payment of any CDBG Grant funds pursuant to this Agreement, the Subrecipient shall submit a plan for an Affirmative Action Program to Grantee for approval. The Subrecipient agrees that it shall carry out the Affirmative Action Program in accordance with the approved plan and with the principles provided in the President's Executive Order 11246 of September 24, 1966.

2. Access to Records

The Subrecipient shall maintain and, upon request by the Grantee, HUD, their agents, or other authorized federal officials, furnish, and cause each of its

subrecipients and subcontractors to furnish, all plans, records, documents, and other information required to be maintained pursuant to, or necessary to demonstrate compliance with, this Section IX.B.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice at conspicuous places accessible and visible to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will cause the provisions of Sections IX.A and IX.B of this Agreement, and the language required therein, to be included in every contract, subcontract, or purchase order with the Subrecipient's subrecipients, contractors, or subcontractors so that such provisions will be binding upon those subrecipients, contractors, or subcontractors.

C. Prohibited Activities

The Subrecipient is prohibited from using funds received pursuant to this Agreement or personnel employed in the administration of the Subrecipient Program or Activities for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee, which consent may be denied in the Grantee's sole discretion; provided, however, that claims for money due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts for the purpose of performing the Activities or any of the Subrecipient's other obligations under this Agreement without first obtaining the written consent of the Grantee, which consent may be denied in the Grantee's sole discretion. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

b. Monitoring

The Subrecipient must regularly review all subcontracted services to assure compliance with the Requirements of Law, the provisions of this Agreement, and the provisions of the subcontract. The Subrecipient shall prepare written reports documenting its review of the subcontracted services, which reports must include, without limitation, the dates of the review, any compliance failures by subcontractors found by the Subrecipient, and the actions taken by the Subrecipient to cause the subcontractors to come into compliance. The Subrecipient shall provide these written reports to the Grantee upon request and whenever a report includes findings that a subcontractor failed to comply with the Requirements of Law, the provisions of this Agreement, or the provisions of the subcontract.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed by the Subrecipient and a subrecipient or subcontractor in connection with the performance of this Agreement.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent expended on or used to support the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200.318, 24 CFR 84.42, and 24 CFR 570.611, as applicable, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts

supported by Federal funds.

- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. The Subrecipient will require that the language of this Section IX.D.5

be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this Agreement results in any copyrightable work, material, or inventions, the Subrecipient shall, and does hereby, grant to Grantee and the grantor agency the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the work, material, or inventions for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Des Plaines

[Insert Name of Organization]

By: _____
Mayor

By: _____

Attest: _____
City Clerk

Title: _____

Countersigned: _____
Director of
Finance

DUNS I.D. # _____

Fed. I.D. # _____

Approved as to form and legal
sufficiency:

Affirmative action approval:

City General Counsel

Contract Compliance Supervisor

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The certification set out below is a material representation upon which reliance is placed by the U.S. Department of Housing and Urban Development in awarding the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the U.S. Department of Housing and Urban Development, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

CERTIFICATION

- A. The Sub-recipient certifies that it will provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be undertaken against employees for violations of such prohibitions;
 - (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - (e) Notifying the U.S. Department of Housing and Urban Development within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
 - (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or

- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).
- B. The Sub-recipient shall insert in the space provided on the attached "Place of Performance" form the site(s) for the performance of work to be carried out with the grant funds (including street address, city, county, state, and zip code). The grantee further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the grant, it shall notify the U.S. Department of Housing and Urban Development immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

**PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE
REQUIREMENTS**

Name of Grantee: [Click here and type name]

Grant Program Name: [Click here and type name]

Grant Number: [Click here and type number]

Date: _____

The grantee shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification if different than above.

Place of Performance (include street address, city, county, state, zip code for each site): _____

PROGRAM, SERVICE AREA, AND PROGRAM CLIENT STATISTICS
(included in the Application attached)

**SUBRECIPIENT AGREEMENT BETWEEN
THE CITY OF DES PLAINES, ILLINOIS,
AND
[NON-GOVERNMENTAL SUBRECIPIENT]
FOR
[NAME OF CDBG HOUSING REHABILITATION PROGRAM]**

THIS SUBRECIPIENT AGREEMENT ("***Agreement***") is entered this ____ day of December, 2021 by and between the City of Des Plaines, an Illinois home-rule municipality ("***Grantee***") and _____ ("***Subrecipient***").

WHEREAS, on August 3rd, 2020, the corporate authorities of the Grantee approved: (i) Resolution No. R-137-20, approving a five-year Consolidated Plan for Program Years 2020-2024 for the City's participation in the Community Development Block Grant program ("***CDBG Program***") administered by the United States Department of Housing and Urban Development ("***HUD***"); and (ii) Resolution No. R-122-21, approving a City Action Plan for the 2021 CDBG Program year; and

WHEREAS, the Grantee submitted the Consolidated Plan, the Action Plan, and an application for a CDBG Program grant to HUD pursuant to Title I of the Housing and Community Development Act of 1974 as amended ("***HCD Act***"); and

WHEREAS, HUD has awarded Grantee a grant of funds under the CDBG Program ("***CDBG Grant***"); and

WHEREAS, the Grantee desires to utilize a portion of the CDBG Grant to engage the Subrecipient to construct or rehabilitate, and the Subrecipient desires to receive a portion of the CDBG Grant to construct or rehabilitate, residential structures that will be occupied by low- and moderate-income households to help implement the objectives of the CDBG Program, the Consolidated Plan, and the Action Plan, all in accordance with the HCD Act, the regulations promulgated thereunder, and all other applicable federal, state, and local laws, ordinances, and regulations (collectively, the "***Requirements of Law***"); and

WHEREAS, the Grantee and the Subrecipient desire to enter into this Agreement to set forth their respective rights and obligations with respect to the use of the CDBG Grant and the construction or rehabilitation of residential facilities that will be occupied by low- and moderate-income households;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF WORK**A. CDBG Grant**

The CDBG Grant is part of the following federal award:

CFDA Title:	Community Development Block Grants/Entitlement Grants
CFDA Number:	14.218
Award Name:	Community Development Block Grants/Entitlement Grants, A Formula Grants
Award Number:	B-21-MC-17-0009
Award Year:	2021
R&D Award:	No
Federal Agency:	United States Department of Housing and Urban Development, Office of Community Planning and Development

B. Project

The Subrecipient shall use CDBG Grant funds to construct or rehabilitate the residential structures described in the ***“Statement of Work”*** set forth below during CDBG Program Year 2021 (***“Housing Project”***) in a manner satisfactory to the Grantee, consistent with any standards required by HUD as a condition of the CDBG Grant, and in accordance with the Requirements of Law and this Agreement. The Subrecipient shall expend CDBG Grant funds solely to perform and complete the work described in the Statement of Work (***“Work”***) and solely in accordance with the budget set forth in Section III of this Agreement.

Statement of Work:

[INSERT STATEMENT OF WORK PROVIDED BY SUBRECIPIENT OR INSERT THE FOLLOWING LANGUAGE: “STATEMENT OF WORK IS ATTACHED TO, AND HEREBY INCORPORATED INTO, THIS AGREEMENT AS EXHIBIT A.”]

C. National Objectives

The Work must, pursuant to and in accordance with 24 CFR 570.200(a)(2) and 24 CFR 570.208, meet one of the following of the CDBG Program’s National Objectives: (1) benefit low- and moderate-income persons; (2) aid in the prevention or elimination of slums or blight; or (3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient hereby certifies that the Work carried out under this Agreement will meet ***[INSERT NATIONAL OBJECTIVE OR OBJECTIVES THAT WILL BE MET]*** as follows: ***[INSERT DESCRIPTION OF HOW NATIONAL OBJECTIVE(S) WILL BE MET. IF DIFFERENT WORK WILL MEET DIFFERENT OBJECTIVES, DESCRIBE HOW EACH ACTIVITY WILL MEET ONE OR***

MORE OF THE OBJECTIVES.**C. Performance Measures**

The Subrecipient shall perform and complete the Work in accordance with, and the Subrecipient's performance shall be measured against, the Statement of Work, including, without limitation, the schedule for completing the Work ("***Schedule of Completion***") and the plans and specifications ("***Plans***") for the Work set forth therein.

D. Staffing

The Subrecipient shall perform the Work, or cause the Work to be performed, using the following personnel and in accordance with the following allocation of time for each person:

<u>Personnel</u>	<u>General Responsibilities</u>	<u>Time Allocation (Hours Per Week)</u>

The Subrecipient shall not make any changes in the personnel assigned, their general responsibilities, or their time allocation under this Agreement without the prior written approval of the Grantee.

E. Performance Monitoring

On an annual basis, or on a more frequent basis if required by HUD, the Grantee will evaluate the Subrecipient's performance of the Work to determine: (1) the Subrecipient's compliance with this Agreement and the Requirements of Law; and (2) the Subrecipient's progress completing the Work in accordance with the Statement of Work, including, without limitation, the Schedule of Completion and Plans ("***Performance Review***"). In accordance with 2 CFR 200.328(c), the Subrecipient shall, within a reasonable time after a request by Grantee, and in any event not less than quarterly, provide to Grantee construction performance reports regarding the status of the Work ("***Performance Reports***"). These reports shall include, without limitation, certifications by the Subrecipient of the percentage of Work completed and any other information Grantee deems necessary to determine whether the Work complies with the Statement of Work, including, without limitation, the Schedule of Completion and the Plans. The Subrecipient also shall permit Grantee to perform on-site technical inspections of the Work conducted by Subrecipient and Grantee for the purpose of determining the Subrecipient's progress in completing the Work ("***Technical Inspections***"). The Subrecipient's key personnel and contractors shall be present at the Technical Inspections if requested by the Grantee. The Grantee will consider the Performance Reports and Technical Inspections during the Performance Review.

The Grantee shall notify the Subrecipient of the results of each Performance Review within 45 days after the conclusion of the Performance Review. Failure to perform the Work in accordance with the Requirements of Law and the Performance Measures will constitute an act of default under this Agreement. If action to correct any default is not taken by the Subrecipient within 30 days after receipt of notice from the Grantee, the Grantee may immediately suspend the disbursement of all CDBG Grant funds and terminate this Agreement.

II. **TIME OF PERFORMANCE**

The Subrecipient shall commence the Work on October 1, 2021, and shall complete the Work no later than September 30, 2022 (***"Time of Performance"***). The Time of Performance shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income (as defined in 24 CFR 570.500), during which time all of the terms and provisions of this Agreement shall be in full force and effect and binding on the Subrecipient.

III. **BUDGET**

The Subrecipient must perform the Work in accordance with the following budget.

<u>Line Item</u>	<u>Amount</u>
Housing Project Budget	
<i>[INSERT CONSTRUCTION PROJECT BUDGET]</i>	
Salaries	
Fringe	
Office Space (program only)	
Utilities	
Communications	
Reproduction/Printing	
Supplies and Materials	
Mileage	
Audit and Performance Review	
<i>[INSERT OTHER LINES AS NECESSARY]</i>	
TOTAL	

At any time during the Time of Performance, the Grantee may, in its discretion, require the Subrecipient to provide to the Grantee a supplementary budget or a more detailed budget for the performance of the Work. The Subrecipient must provide a supplementary or more detailed budget to the Grantee no later than 30 days after receipt of a written request from the Grantee. The Subrecipient shall not amend the budget set forth in this Section III, or any supplementary or more detailed budget submitted to the Grantee pursuant to this Section III, without the prior written approval of the Grantee.

IV. PAYMENT

The total amount of CDBG Grant funds paid by the Grantee to the Subrecipient for the performance of the Work under this Agreement shall not exceed \$_____. Payment of CDBG Grant funds shall be made only for eligible expenses and general administration and shall be made in accordance with 2 CFR 200.305, against the line items within the budget set forth in Section III of this Agreement, and based upon the Subrecipient's progress toward attaining the Performance Measures described in Section I.C of this Agreement. The Subrecipient shall maintain a financial management system and internal controls in accordance with 2 CFR 200.302 and 2 CFR 200.303.

The Grantee may suspend or withhold the payment of CDBG Grant funds to, and may recover any unspent CDBG Grant funds from, the Subrecipient if the Grantee determines, in its sole discretion, that the Subrecipient has failed to perform any of its obligations in accordance with, or has violated, this Agreement or the Requirements of Law.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via U.S. mail (postage prepaid), commercial courier, or personal delivery. Any notice delivered or sent as aforesaid shall be effective on the date of delivery. All notices and other written communications under this Agreement shall be addressed to the people set forth below, unless modified by subsequent written notice.

Notices concerning this Agreement shall be directed to the following contract representatives:

If to Grantee: City of Des Plaines
1420 Miner Street
Des Plaines, IL 60016
Attention: _____

If to Subrecipient: _____

Attention: _____

VI. SPECIAL CONDITIONS

[INSERT ANY SPECIAL CONDITIONS APPLICABLE TO THE PARTICULAR WORK OR SUBRECIPIENT. IF NONE, INSERT: "THIS SECTION INTENTIONALLY LEFT BLANK."]

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient shall perform the Work and all of its other obligations under this Agreement in accordance with the Requirements of Law, including, without limitation, all applicable requirements of 24 CFR Part 570, including, without limitation, subpart K of Part 570, and of 2 CFR Part 200. The Subrecipient shall utilize CDBG Grant funds received pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended or shall be construed to create or establish the relationship of employer/employee, principal/agent, or joint venturers between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, PICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee, and its officials, officers, employees, agents, and representatives, from and against any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance of or failure to perform the Work and the Subrecipient's other obligations under this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement in accordance with the Requirements of Law.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect the CDBG Grant funds disbursed to the Subrecipient pursuant to this Agreement, and all property and other assets purchased in whole or in part with CDBG Grant funds, from loss due to

theft, fraud and/or undue physical damage, and at a minimum shall purchase a blanket fidelity bond covering all of its employees in an amount equal to the CDBG Grant fund cash advances from the Grantee. The Subrecipient shall name the Grantee as additional insured on all insurance policies required by this Subsection.

The Subrecipient shall: (1) provide insurance coverage for real property and equipment acquired or improved with federal funds in accordance with 2 CFR 200.310; and (2) comply with the bonding requirements for construction or facility improvement contracts or subcontracts set forth in 2 CFR 200.325, which requirements may include obtaining (a) a bid guarantee in the amount of five percent of the bid price from each bidder who participates in a procurement for the Work, and (b) a performance bond and a payment bond, respectively, each in the amount of 100 percent of the contract price, from each contractor who enters into a contract with the Subrecipient for the performance of some or all of the Work.

F. Grantee Recognition

The Subrecipient shall recognize the role of HUD and the Grantee in performing the Work under this Agreement. All activities, facilities, and items performed and utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee and Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, signed by a duly authorized representative of each organization, and approved by the Subrecipient's and the Grantee's respective governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from their obligations under this Agreement.

The Grantee may, in its sole discretion, amend this Agreement as necessary to conform with Federal, state, or local governmental laws, regulations, guidelines, policies, and changes to available funding amounts by providing written notice to Subrecipient of such amendments.

H. Suspension or Termination

In accordance with 2 CFR 200.338 and 2 CFR 200.339, the Grantee may, without limitation of other available remedies at law or in equity, withhold payments of the CDBG Grant funds, disallow the use of CDBG Grant funds for all or part of the cost of an Activity, or suspend or terminate all or any part of payment of the CDBG Grant funds or this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement. Material failures to comply with this Agreement include (but are not limited to) the following:

1. Failure by the Subrecipient to comply with any of the provisions of this Agreement and the Requirements of Law;
2. Failure by the Subrecipient to perform its obligations in accordance with this Agreement;
3. Improper use of CDBG Grant funds provided to the Subrecipient under this Agreement; and
4. Submission by the Subrecipient to the Grantee of reports, documents, statements, or any other information that is late, incorrect, inaccurate, incomplete, or misleading or fraudulent in any material respect.

In accordance with 2 CFR 200.339, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by written notification to HUD setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion of the CDBG Grant to be terminated. In the case of partial termination, if HUD determines that the remaining portion of the CDBG Grant will not accomplish the purpose for which the award was made, HUD may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient shall comply with the standards and requirements of 24 CFR 570.502 and of 2 CFR Part 200, Subpart D, including, without limitation, the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in accordance with the cost principles set forth in 2 CFR Part 200, Subpart E. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by 2 CFR 200.333 and 24 CFR 570.506 that are pertinent to the Work to be funded under this Agreement

(collectively, ***“Records”***). These Records shall include, without limitation:

- a. Records providing a full description of the Work performed;
- b. Records demonstrating that the Work meets one of the National Objectives of the CDBG Program;
- c. Records required to determine the eligibility of the Work for funding under this Agreement;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity requirements of the CDBG program;
- f. Financial Records, as required by 24 CFR 570.502; 24 CFR Part 200, Subpart D; and 24 CFR 84.21 through 84.28, in accordance with the standards set forth in 24 CFR 85.20, including, without limitation, accounting records with source documentation, including, without limitation, cancelled checks, paid bills, payroll records, detailed time and attendance records showing the amount of time spent by Subrecipient personnel in the performance of the Work, and contract and subcontract award documents; and
- g. All Records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial Records, supporting documents, statistical Records, and all other Records related to this Agreement and the performance of the Work pursuant to this Agreement for a period of three years after the date that the Grantee submits, as part of Grantee’s annual performance and evaluation report to HUD, its final report to HUD regarding the Work supported pursuant to this Agreement (***“Retention Period”***). Notwithstanding the preceding sentence, if any litigation, claims, audits, negotiations or other actions involving the Records (collectively, ***“Actions”***) accrue before the expiration of the Retention Period, then the Records must be retained by the Subrecipient until the Actions are fully resolved or the expiration of the Retention Period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided in connection with the Activities. Such data shall include, but not be limited to, each client’s name, address, social security number, income level or other basis for determining eligibility, and a description of service provided. Such information shall be made available to Grantee or its designees on a quarterly basis during the Performance Review or upon request by the Grantee.

4. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to the Activities and services performed and provided pursuant to this Agreement, is prohibited unless written consent is obtained from the client or, in the case of a minor client, the minor's parent or guardian; provided, however, that Subrecipient shall furnish to the Grantee all Records requested by the Grantee for the purpose of complying with the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*

5. Close-outs

The Subrecipient's obligations to the Grantee shall not end until all close-out requirements are completed in accordance with 2 CFR 200.343, as determined by the Grantee in its sole discretion. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of all funds, and property and other assets purchased with funds, disbursed under this Agreement (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect and binding upon the Subrecipient during any period that the Subrecipient has control over CDBG funds or property, including program income.

6. Audits & Inspections

The Subrecipient shall provide all Records to the Grantee, HUD, and the Comptroller General of the United States, or any of their authorized representatives, at any time during normal business hours, as often they deem necessary, to audit, examine, and make copies, excerpts, or transcripts of such Records. Minimally, the Subrecipient shall provide all Records to the Grantee during each Performance Review conducted by Grantee in accordance with Section I.E of this Agreement.

Any violations of this Agreement or the Requirements of Law, or any other deficiency discovered during a Performance Review or audit of the Subrecipient, must be fully cured by the Subrecipient, to the satisfaction of the Grantee, HUD, or the Comptroller General of the United States, in their sole discretion, within 30 days after receipt by the Subrecipient of notice of the violations or deficiencies. Failure of the Subrecipient to comply with the requirements of this Section is an event of default under this Agreement and may, without limitation of other available remedies, result in the withholding and recovery of CDBG Grant fund payments to the Subrecipient under this Agreement. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with applicable OMB Circulars.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall submit monthly written reports in a form acceptable to the Grantee of all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG Grant funds provided to the Subrecipient under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth in 24 CFR 570.504. Additionally, the Subrecipient shall use program income during the Time of Performance of this Agreement to fund the Work under this Agreement and shall reduce requests for CDBG funds by the amount of program income expended on the Work. All unexpended program income shall be returned to the Grantee at the end of the Time of Performance. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

The Subrecipient shall keep a record of all indirect costs in the manner required by HUD. Indirect costs are costs incurred for a common or joint purpose benefiting more than one cost objective but not readily assignable to those cost objectives without effort disproportionate to the results achieved. However, the Subrecipient acknowledges and agrees that it may not charge or seek payment of CDBG Grant funds for, and the Grantee shall not pay, any indirect costs.

3. Payment Procedures

The Subrecipient shall submit a payment request to the Grantee after completion of all Work required to complete the Housing Project on a form acceptable to the Grantee in its sole discretion. The Grantee shall not pay any CDBG Grant funds to the Subrecipient until after all Work has been completed by the Subrecipient and approved by the Grantee. The Grantee will pay to the Subrecipient CDBG Grant funds available under this Agreement if the Subrecipient has completed the Work in accordance with the Statement of Work. The Grantee will make such payments in accordance with the budget set forth in Section III of this Agreement and Grantee policy concerning payments. With the exception of certain advances, payments will be made for, and shall not exceed, eligible expenses actually incurred by the Subrecipient. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. The Grantee reserves the right to use funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

Together with the Performance Reports, the Subrecipient shall submit to the

Grantee quarterly progress reports using information collection standards approved by the United States Office of Management and Budget regarding the performance of the Work and the expenditure of CDBG Grant funds in a form acceptable to the Grantee in its sole discretion. The Subrecipient shall also meet with the Grantee upon request to discuss the Grantee's performance under this Agreement.

D. Procurement

1. Compliance

The Subrecipient shall comply with the applicable requirements of 2 CFR 200.317 through 2 CFR 200.326 and the Grantee's purchasing policy for the procurement of all Work and related property and equipment pursuant to this Agreement and shall maintain inventory records of all non-expendable personal property procured with funds provided pursuant to this Agreement. The Subrecipient shall convey to the Grantee all program assets (including, without limitation, unexpended program income and personal property purchased with CDBG funds or program income) upon the termination or expiration of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the applicable requirements of 24 CFR 84.40 through 24 CFR 84.48 and 2 CFR 200.317 through 2 CFR 200.326.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the Chicago metropolitan area to be paid for with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200.310 through 200.316, 24 CFR Part 84, and 24 CFR 570.502, 570.503, and 570.504, as applicable, including, without limitation, the following requirements:

1. The Subrecipient shall transfer to the Grantee any CDBG Grant funds on hand, and any program income, and any accounts receivable attributable to the use of CDBG Grant funds under this Agreement at the time of expiration, cancellation, or termination of this Agreement.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds provided to the Subrecipient under this Agreement in an amount that exceeds \$25,000 ("***CDBG-Assisted Real***

Property”) shall be used, in accordance with 24 CFR 570.208, to meet one of the CDBG National Objectives for a period of at least five (5) years after the expiration of the Time of Performance, or such longer period of time as the Grantee deems appropriate, in its sole discretion (*“National Objective Period”*). If the Subrecipient fails to use CDBG-Assisted Real Property in a manner that meets a CDBG National Objective during the entire National Objective Period, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the CDBG-Assisted Property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvements to, the CDBG-Assisted Property. Such payment shall constitute program income to the Grantee.

3. If the Subrecipient sells equipment acquired, in whole or in part, with CDBG Grant funds under this Agreement, the pro rata portion of the sale proceeds that correspond to the amount of CDBG Grant funds used to acquire the equipment shall be program income. Equipment not needed by the Subrecipient to perform Work under this Agreement shall be either: (a) transferred to the Grantee for use by the CDBG Program, or (b) retained by the Subrecipient after paying the Grantee an amount equal to the amount of the fair market value of the equipment attributable to the amount of CDBG Grant funds used to acquire the equipment.

IX. RELOCATION, REAL PROPERTY ACQUISITION, AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development

Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279, and applicable non-discrimination provisions set forth in Section 109 of the Housing and Community Development Act.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land approved by the Grantee to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations promulgated pursuant to Section 504 of the Rehabilitation Act of 1973, 29 U S C 794, which prohibits discrimination against individuals with disabilities or handicaps in any Federally-assisted program.

B. Affirmative Action

1. Approved Plan

Before the payment of any CDBG Grant funds pursuant to this Agreement, the Subrecipient shall submit a plan for an Affirmative Action Program to Grantee for approval. This plan shall incorporate the language of the equal opportunity clause for federally-assisted construction contracts set forth in 41 CFR 60-1.4(b), which shall be binding on the Subrecipient and its contractors in accordance with its terms as if full set forth herein. The Subrecipient agrees that it shall carry out the Affirmative Action Program in accordance with the approved plan and with the

principles provided in the President's Executive Order 11246 of September 24, 1966.

2 Women- and Minority-Owned Businesses

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to^{III} participate in the performance of the Work under this Agreement. As used in this Agreement, the term "small business" means a business that meets the criteria set forth section 3(a) of the Small Business Act, 15 U S C. 632, as amended, and the term "minority and women's business enterprise" means a business at least fifty-one percent owned and controlled by minority group members or women. For the purpose of the definition of "minority and women's business enterprise," "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian- Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3 Access to Records

The Subrecipient shall maintain and, upon request by the Grantee, HUD, their agents, or other authorized federal officials, furnish, and cause each of its subrecipients and subcontractors to furnish, all plans, records, documents, and other information required to be maintained pursuant to, or necessary to demonstrate compliance with, this Section X.B for the purpose of determining compliance.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice at conspicuous places accessible and visible to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will cause the provisions of Sections X.A and X.B of this Agreement, and the language required therein, to be included in every contract, subcontract, or purchase order with the Subrecipient's subrecipients, contractors, or

subcontractors so that such provisions will be binding upon those subrecipients, contractors, or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds received pursuant to this Agreement or personnel employed in the administration of the Housing Project or Work for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient shall comply with the provisions of the Davis-Bacon Act, 40 U.S.C. 2141 *et seq.*, as amended, the Contract Work Hours and Safety Standards Act, 40 U.S.C. 37 *et seq.*, as amended, the Copeland Anti- Kick Back Act, 18 U.S.C. 874 *et seq.*, as amended, the regulations of the U.S. Department of Labor at 29 CFR Part 5, and all other applicable Requirements of Law pertaining to wages and labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation that demonstrates compliance with the hour and wage requirements of these laws and regulations and shall make this documentation available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000,000.00 for construction, renovation, or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with all applicable Federal laws and regulations, including, without limitation, the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause to be inserted in all such contracts provisions requiring compliance with the requirements of this paragraph by the Subrecipient's contractors and subcontractors.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135 and all applicable rules and orders issued prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement. These provisions

are binding upon the Subrecipient and the Subrecipient's subrecipients, contractors, and subcontractors. Failure to comply with these provisions shall subject the Subrecipient, the Subrecipient's subrecipients, contractors, and subcontractors, and their successors and assigns, to the sanctions set forth in the Grantee's agreement with HUD through which the CDBG Grant is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient shall include the following language in all subrecipient contracts and subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 *et seq.*, as amended. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located. When feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. When feasible, the Subrecipient shall award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects to contractors that provide economic opportunities to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located. When feasible, priority should be given to contractors that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent the Subrecipient from complying with the requirements set forth in this Subsection.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organizations or workers' representatives of the Subrecipient's commitments under this Section X.C.3 and shall post copies of the notice in conspicuous places accessible and visible to the Subrecipient's employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include the language set forth in Section X.C.3.a of this Agreement in every subcontract between the Subrecipient and its subrecipients, contractors, and subcontractors and will take all necessary and appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by HUD. The Subrecipient will not subcontract with any entity that the Subrecipient knows has been found in violation of regulations under 24 CFR Part 135 and will not enter into a subcontract with any subcontractor unless the subcontractor has first certified to the Subrecipient that it has the capacity to, and will, comply with the requirements of those regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee, which consent may be denied in the Grantee's sole discretion; provided, however, that claims for money due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts for the purpose of performing the Work or any of the Subrecipient's other obligations under this Agreement without first obtaining the written consent of the Grantee, which consent may be denied in the Grantee's sole discretion. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

b. Monitoring

The Subrecipient must regularly review all subcontracted services to assure compliance with the Requirements of Law, the provisions of this Agreement, and

the provisions of the subcontract. The Subrecipient shall regularly inspect the Work site and the Work to assure that the work is completed in accordance with the subcontract, this Agreement, and the Requirements of Law. The Subrecipient shall prepare written reports documenting its review of the subcontracted Work, which reports must include, without limitation, the dates of the review, any compliance failures by subcontractors found by the Subrecipient, and the actions taken by the Subrecipient to cause the subcontractors to come into compliance. The Subrecipient shall provide these written reports to the Grantee upon request and whenever a report includes findings that a subcontractor failed to comply with the Requirements of Law, the provisions of this Agreement, or the provisions of the subcontract.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed by the Subrecipient and a subrecipient, contractor, or subcontractor in connection with the performance of this Agreement.

d. Selection Process

All subcontracts let by the Subrecipient in the performance of this Agreement shall be awarded in a fair and open competitive basis in accordance with the stricter of: (i) the applicable procurement standards set forth in 2 CFR 200.317 through 2 CFR 200.326, or (ii) Chapter 10 of Title 1 of the City Code of the City of Des Plaines, as amended, and the City's purchasing policy. Before letting any contracts for the construction or rehabilitation of improvements on real property, the Subrecipient shall, prior to seeking proposals for the construction or rehabilitation work, prepare estimates of the cost to perform the work.

Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent expended on or used to support the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200.318, 24 CFR 84.42, and 24 CFR 570.611, as applicable, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees

or agents engaged in the award and administration of contracts supported by Federal funds.

- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

- c. The Subrecipient will require that the language of this Section X.D.5 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this Agreement results in any copyrightable work, material, or inventions, the Subrecipient shall, and does hereby, grant to Grantee and the grantor agency the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the work, material, or inventions for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- 1. The Clean Air Act, 42 U.S.C. 7401 *et seq.*, as amended, and all regulations promulgated thereunder;
- 2. The Federal Water Pollution Control Act, 33 U.S.C. 1251, *et seq.*, as amended, and all regulations promulgated thereunder; and
- 3. Regulations promulgated by the United States Environmental Protection Agency set forth in 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973, 42 U.S.C. 4001, the Subrecipient shall require, as a condition of providing financial assistance for the acquisition of real property, or the construction of improvements on real property (including rehabilitation), located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, that flood insurance under the National Flood Insurance Program covering the applicable real property is obtained and maintained.

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to, and the Subrecipient shall comply and cause its subrecipients and subcontractors to comply with, HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. These regulations pertain to all CDBG-assisted housing and require, without limitation, that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. The notification shall state the hazards of lead-based paint, the symptoms of and treatment options for lead poisoning, the precautions that should be taken when dealing with lead-based paint, and the advisability and availability of blood lead level screening for children under seven. The notice shall state that if lead-based paint is found on the property, abatement measures may be required to be performed. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be required to be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, 16 U.S.C. 470, as amended, and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of Work pursuant to this Agreement.

In general, and without limitation, compliance with the National Historic Preservation Act and the regulations set forth in 36 CFR Part 800 requires the concurrence of the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Des Plaines

[Insert Name of Organization]

By: _____
Mayor

By: _____

Attest: _____
City Clerk

Title: _____

Countersigned: _____
Director of
Finance

DUNS I.D. # _____

Fed. I.D. # _____

Approved as to form and legal
sufficiency:

Affirmative action approval:

City General Counsel

Contract Compliance Supervisor

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The certification set out below is a material representation upon which reliance is placed by the U.S. Department of Housing and Urban Development in awarding the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the U.S. Department of Housing and Urban Development, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

CERTIFICATION

- A. The Sub-recipient certifies that it will provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be undertaken against employees for violations of such prohibitions;
 - (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - (e) Notifying the U.S. Department of Housing and Urban Development within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
 - (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by

a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The Sub-recipient shall insert in the space provided on the attached "Place of Performance" form the site(s) for the performance of work to be carried out with the grant funds (including street address, city, county, state, and zip code). The grantee further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the grant, it shall notify the U.S. Department of Housing and Urban Development immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

**PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE
REQUIREMENTS**

Name of Grantee: [Click here and type name]

Grant Program Name: [Click here and type name]

Grant Number: [Click here and type number]

Date: [Click here and insert date]

The grantee shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification if different than above.

Place of Performance (include street address, city, county, state, zip code for each site): _____

PROGRAM, SERVICE AREA, AND PROGRAM CLIENT STATISTICS
(included in the Application attached)

**SUBRECIPIENT AGREEMENT BETWEEN
THE CITY OF DES PLAINES, ILLINOIS,
AND
[SUBRECIPIENT]
FOR
[NAME OF CDBG PUBLIC FACILITY PROJECT]**

WHEREAS, on August 3rd, 2020, the corporate authorities of the Grantee approved: (i) Resolution No. R-137-20, approving a five-year Consolidated Plan for Program Years 2020-2024 for the City's participation in the Community Development Block Grant program ("**CDBG Program**") administered by the United States Department of Housing and Urban Development ("**HUD**"); and (ii) Resolution No. R-122-21, approving a City Action Plan for the 2021 CDBG Program year; and

WHEREAS, the Grantee submitted the Consolidated Plan, the Action Plan, and an application for a CDBG Program grant to HUD pursuant to Title I of the Housing and Community Development Act of 1974 as amended ("**HCD Act**"); and

WHEREAS, HUD has awarded Grantee a grant of funds under the CDBG Program ("**CDBG Grant**"); and

WHEREAS, the Grantee desires to utilize a portion of the CDBG Grant to engage the Subrecipient to acquire, construct, reconstruct, or install, and the Subrecipient desires to receive a portion of the CDBG Grant to acquire, construct, reconstruct, or install, certain public facilities and improvements to help implement the objectives of the CDBG Program, the Consolidated Plan, and the Action Plan, all in accordance with the HCD Act, the regulations promulgated thereunder, and all other applicable federal, state, and local laws, ordinances, and regulations (collectively, the "**Requirements of Law**"); and

WHEREAS, the Grantee and the Subrecipient desire to enter into this Agreement to set forth their respective rights and obligations with respect to the use of the CDBG Grant and the construction of the facilities;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF WORK**A. CDBG Grant**

The CDBG Grant is part of the following federal award:

CFDA Title:	Community Development Block Grants/Entitlement Grants
CFDA Number:	14.218
Award Name:	Community Development Block Grants/Entitlement Grants, A Formula Grants
Award Number:	B-21-MC-17-0009
Award Year:	2021
R&D Award?	No
Federal Agency:	United States Department of Housing and Urban Development, Office of Community Planning and Development

B. Project

The Subrecipient shall use CDBG Grant funds to acquire, construct, reconstruct, rehabilitate, and/or install the public facilities and improvements described in the ***“Statement of Work”*** set forth below during CDBG Program Year 2021 (***“Public Facility Project”***) in a manner satisfactory to the Grantee, consistent with any standards required by HUD as a condition of the CDBG Grant, and in accordance with the Requirements of Law and this Agreement. The Subrecipient shall expend CDBG Grant funds solely to perform and complete the work described in the Statement of Work (***“Work”***) and solely in accordance with the budget set forth in Section III of this Agreement.

Statement of Work:

[INSERT STATEMENT OF WORK PROVIDED BY SUBRECIPIENT OR INSERT THE FOLLOWING LANGUAGE: “STATEMENT OF WORK IS ATTACHED TO, AND HEREBY INCORPORATED INTO, THIS AGREEMENT AS EXHIBIT A.”]

C. National Objectives

The Work must, pursuant to and in accordance with 24 CFR 570.200(a) (2) and 24 CFR 570.208, meet one of the following of the CDBG Program’s National Objectives: (1) benefit low- and moderate-income persons; (2) aid in the prevention or elimination of slums or blight; or (3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient hereby certifies that the Work carried out under this Agreement will meet ***[INSERT NATIONAL OBJECTIVE OR OBJECTIVES THAT WILL BE MET]*** as follows: ***[INSERT DESCRIPTION OF HOW NATIONAL OBJECTIVE(S) WILL BE MET. IF DIFFERENT WORK WILL MEET DIFFERENT OBJECTIVES, DESCRIBE HOW EACH ACTIVITY WILL MEET ONE OR***

MORE OF THE OBJECTIVES.].**C. Performance Measures**

The Subrecipient shall perform and complete the Work in accordance with, and the Subrecipient's performance shall be measured against, the Statement of Work, including, without limitation, the schedule for completing the Work ("***Schedule of Completion***") and the plans and specifications ("***Plans***") for the Work set forth therein.

D. Staffing

The Subrecipient shall perform the Work, or cause the Work to be performed, using the following personnel and in accordance with the following allocation of time for each person:

<u>Personnel</u>	<u>General Responsibilities</u>	<u>Time Allocation (Hours Per Week)</u>

The Subrecipient shall not make any changes in the personnel assigned, their general responsibilities, or their time allocation under this Agreement without the prior written approval of the Grantee.

E. Performance Monitoring

On an annual basis, or on a more frequent basis if required by HUD, the Grantee will evaluate the Subrecipient's performance of the Work to determine: (1) the Subrecipient's compliance with this Agreement and the Requirements of Law; and (2) the Subrecipient's progress completing the Work in accordance with the Statement of Work, including, without limitation, the Schedule of Completion and Plans ("***Performance Review***"). In accordance with 2 CFR 200.328(c), the Subrecipient shall, within a reasonable time after a request by Grantee, and in any event not less than quarterly, provide to Grantee construction performance reports regarding the status of the Work ("***Performance Reports***"). These reports shall include, without limitation, certifications by the Subrecipient of the percentage of Work completed and any other information Grantee deems necessary to determine whether the Work complies with the Statement of Work, including, without limitation, the Schedule of Completion and the Plans. The Subrecipient also shall permit Grantee to perform on-site technical inspections of the Work conducted by Subrecipient and Grantee for the purpose of determining the Subrecipient's progress in completing the Work ("***Technical Inspections***"). The Subrecipient's key personnel and contractors shall be present at the Technical Inspections if requested by the Grantee. The Grantee will consider the Performance Reports and Technical Inspections during the Performance Review.

The Grantee shall notify the Subrecipient of the results of each Performance Review within 45 days after the conclusion of the Performance Review. Failure to perform the Work in accordance with the Requirements of Law and the Performance Measures will constitute an act of default under this Agreement. If action to correct any default is not taken by the Subrecipient within 30 days after receipt of notice from the Grantee, the Grantee may immediately suspend the disbursement of all CDBG Grant funds and terminate this Agreement.

II. **TIME OF PERFORMANCE**

The Subrecipient shall commence the Work on October 1, 2021, and shall complete the Work no later than September 30, 2021 (***"Time of Performance"***). The Time of Performance shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income (as defined in 24 CFR 570.500), during which time all of the terms and provisions of this Agreement shall be in full force and effect and binding on the Subrecipient.

III. **BUDGET**

The Subrecipient must perform the Work in accordance with the following budget.

<u>Line Item</u>	<u>Amount</u>
Public Facility Project Budget	
<i>[INSERT CONSTRUCTION PROJECT BUDGET]</i>	
Salaries	
Fringe	
Office Space (program only)	
Utilities	
Communications	
Reproduction/Printing	
Supplies and Materials	
Mileage	
Audit and Performance Review	
<i>[INSERT OTHER LINES AS NECESSARY]</i>	
TOTAL	

At any time during the Time of Performance, the Grantee may, in its discretion, require the Subrecipient to provide to the Grantee a supplementary budget or a more detailed

budget for the performance of the Work. The Subrecipient must provide a supplementary or more detailed budget to the Grantee no later than 30 days after receipt of a written request from the Grantee. The Subrecipient shall not amend the budget set forth in this Section III, or any supplementary or more detailed budget submitted to the Grantee pursuant to this Section III, without the prior written approval of the Grantee.

IV. PAYMENT

The total amount of CDBG Grant funds paid by the Grantee to the Subrecipient for the performance of the Work under this Agreement shall not exceed \$_____. Payment of CDBG Grant funds shall be made only for eligible expenses and general administration and shall be made in accordance with 2 CFR 200.305, against the line items within the budget set forth in Section III of this Agreement, and based upon the Subrecipient's progress toward attaining the Performance Measures described in Section I.C of this Agreement. The Subrecipient shall maintain a financial management system and internal controls in accordance with 2 CFR 200.302 and 2 CFR 200.303.

The Grantee may suspend or withhold the payment of CDBG Grant funds to, and may recover any unspent CDBG Grant funds from, the Subrecipient if the Grantee determines, in its sole discretion, that the Subrecipient has failed to perform any of its obligations in accordance with, or has violated, this Agreement or the Requirements of Law.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via U.S. mail (postage prepaid), commercial courier, or personal delivery. Any notice delivered or sent as aforesaid shall be effective on the date of delivery. All notices and other written communications under this Agreement shall be addressed to the people set forth below, unless modified by subsequent written notice.

Notices concerning this Agreement shall be directed to the following contract representatives:

If to Grantee: City of Des Plaines
1420 Miner Street
Des Plaines, IL 60016
Attention: Davorka Kirincic, CDBG Administrator

If to Subrecipient: _____

Attention: _____

VI. SPECIAL CONDITIONS

[INSERT ANY SPECIAL CONDITIONS APPLICABLE TO THE

PARTICULAR WORK OR SUBRECIPIENT. IF NONE, INSERT: "THIS SECTION INTENTIONALLY LEFT BLANK."

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient shall perform the Work and all of its other obligations under this Agreement in accordance with the Requirements of Law, including, without limitation, all applicable requirements of 24 CFR Part 570, including, without limitation, subpart K of Part 570, and of 2 CFR Part 200. The Subrecipient shall utilize CDBG Grant funds received pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended or shall be construed to create or establish the relationship of employer/employee, principal/agent, or joint ventures between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, PICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee, and its officials, officers, employees, agents, and representatives, from and against any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance of or failure to perform the Work and the Subrecipient's other obligations under this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement in accordance with the Requirements of Law.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect the CDBG Grant funds disbursed to the Subrecipient pursuant to this Agreement, and all property and other assets purchased in whole or in part with CDBG Grant funds, from loss due to theft, fraud and/or undue physical damage, and at a minimum shall purchase a blanket fidelity bond covering all of its employees in an amount equal to the CDBG Grant fund cash advances from the Grantee. The Subrecipient shall name the Grantee as additional insured on all insurance policies required by this Subsection.

The Subrecipient shall: (1) provide insurance coverage for real property and equipment acquired or improved with federal funds in accordance with 2 CFR 200.310; and (2) comply with the bonding requirements for construction or facility improvement contracts or subcontracts set forth in 2 CFR 200.325, which requirements may include obtaining (a) a bid guarantee in the amount of five percent of the bid price from each bidder who participates in a procurement for the Work, and (b) a performance bond and a payment bond, respectively, each in the amount of 100 percent of the contract price, from each contractor who enters into a contract with the Subrecipient for the performance of some or all of the Work.

F. Grantee Recognition

The Subrecipient shall recognize the role of HUD and the Grantee in performing the Work under this Agreement. All activities, facilities, and items performed and utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee and Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, signed by a duly authorized representative of each organization, and approved by the Subrecipient's and the Grantee's respective governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from their obligations under this Agreement.

The Grantee may, in its sole discretion, amend this Agreement as necessary to conform with Federal, state, or local governmental laws, regulations, guidelines, policies, and changes to available funding amounts by providing written notice to Subrecipient of such amendments.

H. Suspension or Termination

In accordance with 2 CFR 200.338 and 2 CFR 200.339, the Grantee may, without limitation of other available remedies at law or in equity, withhold payments of the CDBG Grant funds, disallow the use of CDBG Grant funds for all or part of the cost of an Activity, or suspend or terminate all or any part of payment of the CDBG Grant funds or this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement. Material failures to comply with this Agreement include (but are not limited to) the following:

1. Failure by the Subrecipient to comply with any of the provisions of this Agreement and the Requirements of Law;
2. Failure by the Subrecipient to perform its obligations in accordance with

this Agreement;

3. Improper use of CDBG Grant funds provided to the Subrecipient under this Agreement; and
4. Submission by the Subrecipient to the Grantee of reports, documents, statements, or any other information that is late, incorrect, inaccurate, incomplete, or misleading or fraudulent in any material respect.

In accordance with 2 CFR 200.339, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by written notification to HUD setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion of the CDBG Grant to be terminated. In the case of partial termination, if HUD determines that the remaining portion of the CDBG Grant will not accomplish the purpose for which the award was made, HUD may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient shall comply with the standards and requirements of 24 CFR 570.502 and of 2 CFR Part 200, Subpart D, including, without limitation, the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in accordance with the cost principles set forth in 2 CFR Part 200, Subpart E. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by 2 CFR 200.333 and 24 CFR 570.506 that are pertinent to the Work to be funded under this Agreement (collectively, “*Records*”). These Records shall include, without limitation:

- a. Records providing a full description of the Work performed;
- b. Records demonstrating that the Work meets one of the National Objectives of the CDBG Program;
- c. Records required to determine the eligibility of the Work for funding

- under this Agreement;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the equal opportunity requirements of the CDBG Program;
- f. Financial Records, as required by 24 CFR 570.502; 24 CFR Part 200, Subpart D; and 24 CFR 84.21 through 84.28, in accordance with the standards set forth in 24 CFR 85.20, including, without limitation, accounting records with source documentation, including, without limitation, cancelled checks, paid bills, payroll records, detailed time and attendance records showing the amount of time spent by Subrecipient personnel in the performance of the Work, and contract and subcontract award documents; and
- g. All Records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial Records, supporting documents, statistical Records, and all other Records related to this Agreement and the performance of the Work pursuant to this Agreement for a period of three years after the date that the Grantee submits, as part of Grantee's annual performance and evaluation report to HUD, its final report to HUD regarding the Work supported pursuant to this Agreement ("***Retention Period***"). Notwithstanding the preceding sentence, if any litigation, claims, audits, negotiations or other actions involving the Records (collectively, "***Actions***") accrue before the expiration of the Retention Period, then the Records must be retained by the Subrecipient until the Actions are fully resolved or the expiration of the Retention Period, whichever occurs later.

3. Close-outs

The Subrecipient's obligations to the Grantee shall not end until all close-out requirements are completed in accordance with 2 CFR 200.343, as determined by the Grantee in its sole discretion. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of all funds, and property and other assets purchased with funds, disbursed under this Agreement (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect and binding upon the Subrecipient during any period that the Subrecipient has control over CDBG funds or property, including program income.

4. Audits & Inspections

The Subrecipient shall provide all Records to the Grantee, HUD, and the

Comptroller General of the United States, or any of their authorized representatives, at any time during normal business hours, as often they deem necessary, to audit, examine, and make copies, excerpts, or transcripts of such Records. Minimally, the Subrecipient shall provide all Records to the Grantee during each Performance Review conducted by Grantee in accordance with Section I.E of this Agreement.

Any violations of this Agreement or the Requirements of Law, or any other deficiency discovered during a Performance Review or audit of the Subrecipient, must be fully cured by the Subrecipient, to the satisfaction of the Grantee, HUD, or the Comptroller General of the United States, in their sole discretion, within 30 days after receipt by the Subrecipient of notice of the violations or deficiencies. Failure of the Subrecipient to comply with the requirements of this Section is an event of default under this Agreement and may, without limitation of other available remedies, result in the withholding and recovery of CDBG Grant fund payments to the Subrecipient under this Agreement. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with applicable OMB Circulars.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall submit monthly written reports in a form acceptable to the Grantee of all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG Grant funds provided to the Subrecipient under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth in 24 CFR 570.504. Additionally, the Subrecipient shall use program income during the Time of Performance of this Agreement to fund the Work under this Agreement and shall reduce requests for CDBG funds by the amount of program income expended on the Work. All unexpended program income shall be returned to the Grantee at the end of the Time of Performance. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

The Subrecipient shall keep a record of all indirect costs in the manner required by HUD. Indirect costs are costs incurred for a common or joint purpose benefiting more than one cost objective but not readily assignable to those cost objectives without effort disproportionate to the results achieved. However, the Subrecipient acknowledges and agrees that it may not charge or seek payment of CDBG Grant funds for, and the Grantee shall not pay, any indirect costs.

3. Payment Procedures

The Subrecipient shall submit payment requests to the Grantee for completed Work on a form acceptable to the Grantee in its sole discretion. The Grantee will pay to

the Subrecipient CDBG Grant funds available under this Agreement in accordance with the Subrecipient's progress in attaining the Performance Measures set forth in Section I.C of this Agreement, the budget set forth in Section III of this Agreement, and Grantee policy concerning payments. With the exception of certain advances, payments will be made for, and shall not exceed, eligible expenses actually incurred by the Subrecipient. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. The Grantee reserves the right to use funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

Together with the Performance Reports, the Subrecipient shall submit to the Grantee quarterly progress reports using information collection standards approved by the United States Office of Management and Budget regarding the performance of the Work and the expenditure of CDBG Grant funds in a form acceptable to the Grantee in its sole discretion. The Subrecipient shall also meet with the Grantee upon request to discuss the Grantee's performance under this Agreement.

D. Procurement

1. Compliance

The Subrecipient shall comply with the applicable requirements of 2 CFR 200.317 through 2 CFR 200.326 and the Grantee's purchasing policy for the procurement of all Work and related property and equipment pursuant to this Agreement and shall maintain inventory records of all non-expendable personal property procured with funds provided pursuant to this Agreement. The Subrecipient shall convey to the Grantee all program assets (including, without limitation, unexpended program income and personal property purchased with CDBG funds or program income) upon the termination or expiration of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the applicable requirements of 24 CFR 84.40 through 24 CFR 84.48 and 2 CFR 200.317 through 2 CFR 200.326.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the Chicago metropolitan area to be paid for with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall

be in compliance with the requirements of 2 CFR 200.310 through 200.316, 24 CFR Part 84, and 24 CFR 570.502, 570.503, and 570.504, as applicable, including, without limitation, the following requirements:

1. The Subrecipient shall transfer to the Grantee any CDBG Grant funds on hand, and any program income, and any accounts receivable attributable to the use of CDBG Grant funds under this Agreement at the time of expiration, cancellation, or termination of this Agreement.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds provided to the Subrecipient under this Agreement in an amount that exceeds \$25,000 (***“CDBG-Assisted Real Property”***) shall be used, in accordance with 24 CFR 570.208, to meet one of the CDBG National Objectives for a period of at least five (5) years after the expiration of the Time of Performance, or such longer period of time as the Grantee deems appropriate, in its sole discretion (***“National Objective Period”***). If the Subrecipient fails to use CDBG-Assisted Real Property in a manner that meets a CDBG National Objective during the entire National Objective Period, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the CDBG-Assisted Property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvements to, the CDBG-Assisted Property. Such payment shall constitute program income to the Grantee.
3. If the Subrecipient sells equipment acquired, in whole or in part, with CDBG Grant funds under this Agreement, the pro rata portion of the sale proceeds that correspond to the amount of CDBG Grant funds used to acquire the equipment shall be program income. Equipment not needed by the Subrecipient to perform Work under this Agreement shall be either: (a) transferred to the Grantee for use by the CDBG Program, or (b) retained by the Subrecipient after paying the Grantee an amount equal to the amount of the fair market value of the equipment attributable to the amount of CDBG Grant funds used to acquire the equipment.

IX. RELOCATION, REAL PROPERTY ACQUISITION, AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons

from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279, and applicable non-discrimination provisions set forth in Section 109 of the Housing and Community Development Act.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land approved by the Grantee to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations promulgated pursuant to Section 504 of the Rehabilitation Act of 1973, 29 U S C 794, which prohibits discrimination against individuals with disabilities or handicaps in any Federally-assisted program.

B. Affirmative Action

1. Approved Plan

Before the payment of any CDBG Grant funds pursuant to this Agreement, the Subrecipient shall submit a plan for an Affirmative Action Program to Grantee for approval. This plan shall incorporate the language of the equal opportunity clause for federally-assisted construction contracts set forth in 41 CFR 60-1.4(b), which shall be binding on the Subrecipient and its contractors in accordance with its terms as if full set forth herein. The Subrecipient agrees that it shall carry out the Affirmative Action Program in accordance with the approved plan and with the principles provided in the President's Executive Order 11246 of September 24, 1966.

2 Women- and Minority-Owned Businesses

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of the Work under this Agreement. As used in this Agreement, the term "small business" means a business that meets the criteria set forth section 3(a) of the Small Business Act, 15 U S C. 632, as amended, and the term "minority and women's business enterprise" means a business at least fifty-one percent owned and controlled by minority group members or women. For the purpose of the definition of "minority and women's business enterprise," "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian- Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3 Access to Records

The Subrecipient shall maintain and, upon request by the Grantee, HUD, their agents, or other authorized federal officials, furnish, and cause each of its subrecipients and subcontractors to furnish, all plans, records, documents, and other information required to be maintained pursuant to, or necessary to demonstrate compliance with, this Section X.B for the purpose of determining compliance.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice at conspicuous places accessible and visible to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will cause the provisions of Sections X.A and X.B of this Agreement, and the language required therein, to be included in every contract, subcontract, or purchase order with the Subrecipient's subrecipients, contractors, or subcontractors so that such provisions will be binding upon those subrecipients, contractors, or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds received pursuant to this Agreement or personnel employed in the administration of the Public Facility Project or Work for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient shall comply with the provisions of the Davis-Bacon Act, 40 U.S.C. 2141 *et seq.*, as amended, the Contract Work Hours and Safety Standards Act, 40 U.S.C. 37 *et seq.*, as amended, the Copeland Anti- Kick Back Act, 18 U.S.C. 874 *et seq.*, as amended, the regulations of the U.S. Department of Labor at 29 CFR Part 5, and all other applicable Requirements of Law pertaining to wages and labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation that demonstrates compliance with the hour and wage requirements of these laws and regulations and shall make this documentation available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000,000.00 for construction, renovation, or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with all applicable Federal laws and regulations, including, without limitation, the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause to be inserted in all such contracts provisions requiring compliance with the requirements of this paragraph by the Subrecipient's contractors and subcontractors.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135 and all applicable rules and orders issued prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement. These provisions are binding upon the Subrecipient and the Subrecipient's subrecipients, contractors, and subcontractors. Failure to comply with these provisions shall subject the Subrecipient, the Subrecipient's subrecipients, contractors, and subcontractors, and their successors and assigns, to the sanctions set forth in the Grantee's agreement with HUD through which the CDBG Grant is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient shall include the following language in all subrecipient contracts and subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 *et seq.*, as amended. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located. When feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. When feasible, the Subrecipient shall award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects to contractors that provide economic opportunities to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located. When feasible, priority should be given to contractors that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood

in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent the Subrecipient from complying with the requirements set forth in this Subsection.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organizations or workers' representatives of the Subrecipient's commitments under this Section X.C.3 and shall post copies of the notice in conspicuous places accessible and visible to the Subrecipient's employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include the language set forth in Section X.C.3.a of this Agreement in every subcontract between the Subrecipient and its subrecipients, contractors, and subcontractors and will take all necessary and appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by HUD. The Subrecipient will not subcontract with any entity that the Subrecipient knows has been found in violation of regulations under 24 CFR Part 135 and will not enter into a subcontract with any subcontractor unless the subcontractor has first certified to the Subrecipient that it has the capacity to, and will, comply with the requirements of those regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee, which consent may be denied in the Grantee's sole discretion; provided, however, that claims for money due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts for the purpose of performing the Work or any of the Subrecipient's other obligations under this Agreement without first obtaining the written consent of the Grantee, which consent may be denied in the Grantee's sole discretion. Executed copies of all subcontracts shall be

forwarded to the Grantee along with documentation concerning the selection process.

b. Monitoring

The Subrecipient must regularly review all subcontracted services to assure compliance with the Requirements of Law, the provisions of this Agreement, and the provisions of the subcontract. The Subrecipient shall regularly inspect the Work site and the Work to assure that the work is completed in accordance with the subcontract, this Agreement, and the Requirements of Law. The Subrecipient shall prepare written reports documenting its review of the subcontracted Work, which reports must include, without limitation, the dates of the review, any compliance failures by subcontractors found by the Subrecipient, and the actions taken by the Subrecipient to cause the subcontractors to come into compliance. The Subrecipient shall provide these written reports to the Grantee upon request and whenever a report includes findings that a subcontractor failed to comply with the Requirements of Law, the provisions of this Agreement, or the provisions of the subcontract.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed by the Subrecipient and a subrecipient, contractor, or subcontractor in connection with the performance of this Agreement.

d. Selection Process

All subcontracts let by the Subrecipient in the performance of this Agreement shall be awarded in a fair and open competitive basis in accordance with the stricter of: (i) the applicable procurement standards set forth in 2 CFR 200.317 through 2 CFR 200.326, or (ii) Chapter 10 of Title 1 of the City Code of the City of Des Plaines, as amended, and the City's purchasing policy. Before letting any contracts for the construction or rehabilitation of improvements on real property, the Subrecipient shall, prior to seeking proposals for the construction or rehabilitation work, prepare estimates of the cost to perform the work.

Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent expended on or used to support the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200.318, 24 CFR 84.42, and 24 CFR 570.611, as applicable, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

- c. The Subrecipient will require that the language of this Section X.D.5 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this Agreement results in any copyrightable work, material, or inventions, the Subrecipient shall, and does hereby, grant to Grantee and the grantor agency the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the work, material, or inventions for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- 1. The Clean Air Act, 42 U.S.C. 7401 *et seq.*, as amended, and all regulations promulgated thereunder;
- 2. The Federal Water Pollution Control Act, 33 U.S.C. 1251, *et seq.*, as amended, and all regulations promulgated thereunder; and
- 3. Regulations promulgated by the United States Environmental Protection

Agency set forth in 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973, 42 U.S.C. 4001, the Subrecipient shall require, as a condition of providing financial assistance for the acquisition of real property, or the construction of improvements on real property (including rehabilitation), located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, that flood insurance under the National Flood Insurance Program covering the applicable real property is obtained and maintained.

C. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, 16 U.S.C. 470, as amended, and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of Work pursuant to this Agreement.

In general, and without limitation, compliance with the National Historic Preservation Act and the regulations set forth in 36 CFR Part 800 requires the concurrence of the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the

Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Des Plaines

[Insert Name of Organization]

By: _____
Mayor

By: _____

Attest: _____
City Clerk

Title: _____

Countersigned: _____
Director of
Finance

DUNS I.D. # _____

Fed. I.D. # _____

Approved as to form and legal
sufficiency:

Affirmative action approval:

City General Counsel

Contract Compliance Supervisor

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The certification set out below is a material representation upon which reliance is placed by the U.S. Department of Housing and Urban Development in awarding the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the U.S. Department of Housing and Urban Development, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

CERTIFICATION

- A. The Sub-recipient certifies that it will provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be undertaken against employees for violations of such prohibitions;
 - (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - (e) Notifying the U.S. Department of Housing and Urban Development within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
 - (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by

a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The Sub-recipient shall insert in the space provided on the attached "Place of Performance" form the site(s) for the performance of work to be carried out with the grant funds (including street address, city, county, state, and zip code). The grantee further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the grant, it shall notify the U.S. Department of Housing and Urban Development immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

**PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE
REQUIREMENTS**

Name of Grantee: [Click here and type name]

Grant Program Name: [Click here and type name]

Grant Number: [Click here and type number]

Date: [Click here and insert date]

The grantee shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification if different than above.

Place of Performance (include street address, city, county, state, zip code for each site):

PROGRAM, SERVICE AREA, AND PROGRAM CLIENT STATISTICS
(included in the Application attached)



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: October 21, 2021

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

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

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

Subject: Engineering Services - Modifications of Existing Raw Water Booster Pumps at the Maple Street Pumping Station - Task Order No. 17

Issue: In connection with the upcoming upgrades to the City's transmission water main system and Maple Street Pumping Station modifications, the existing five booster pumps and motors need to be replaced. They are original equipment and beyond their life expectancy.

Analysis: The Engineering Services scope of work for the pump and motor replacements at Maple Street Pumping Station includes the following items:

- a. Perform additional water system modeling to determine hydraulic head conditions for operation of new pumps.
- b. Produce detailed drawings of the existing plant electrical systems to facilitate design of the new additions to the electrical system.
- c. Select appropriate pumps and produce installation drawings and specifications for replacement of existing pumps with new modern pumps complete with inverter duty motor and variable frequency drives.
- d. Produce drawings and specifications for integration of new controls associated with the new variable frequency drives to be installed on Pumps No. 1 through No. 5.
- e. Perform additional site visits, as needed.
- f. Coordinate with the City to obtain any additional as-constructed information for the existing facilities needed to complete the design.
- g. Determine installation locations and breaker and conductor sizes.
- h. Coordinate desired control philosophy with operations staff and City's controls contractor.

Trotter and Associates, the design engineers for the project, provided Task Order No. 17 for engineering services.

The City has a Master Consultant Agreement with Trotter and Associates and they have provided a proposal to perform the engineering services in the amount of \$29,950.00.

Recommendation: We recommend approval of Task Order #17 with Trotter and Associates, 40W201 Wasco Rd., Suite D St. Charles, IL 60175 in the amount of \$29,950.00. Funding source will be budgeted Water Funds, Professional Services (500-00-580-0000.6000).

Attachments:

Resolution R-176-21

Exhibit A – Task Order No. 17

CITY OF DES PLAINES

RESOLUTION R - 176 - 21

**A RESOLUTION APPROVING TASK ORDER NO. 17
UNDER A MASTER CONTRACT WITH TROTTER &
ASSOCIATES, 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 21, 2020, the City Council approved Resolution R-16-20, which authorized the City to enter into a master contract ("**Master Contract**") with Trotter & Associates, Inc. ("**Consultant**") for the performance of engineering services for the City as such services are needed over time; and

WHEREAS, the City is in the process of upgrading and making modifications to the transmission water main system at the Maple Street Pump Station; and

WHEREAS, in order to continue to efficiently distribute water through the City's water system, improvements need to be made, including, without limitation, additional water system modeling, detailed drawings and specifications, site visits, among other things (collectively, "**Maple Street Pump Station Improvements**"); and

WHEREAS, the City desires to procure professional engineering services for Maple Street Pump Station Improvements ("**Engineering Services**"); and

WHEREAS, in accordance with Section 1-10-14 of the City Code of the City of Des Plaines, 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, Consultant submitted a proposal in the not-to-exceed amount of \$29,950 to perform the Engineering Services; and

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

WHEREAS, the City desires to enter into Task Order No. 17 under the Master Contract for the procurement of the Engineering Services from Consultant in the not-to-exceed amount of \$29,950 ("**Task Order No. 17**"); and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into Task Order No. 17 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. 17. The City Council hereby approves Task Order No. 17 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. 17. 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. 17.

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

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

TASK ORDER 17

Maple Street Pump Replacements

In accordance with Section 1.2 of the Master Contract dated January 21, 2020 between the City of Des Plaines (the “City”) and Trotter and Associates, Inc. (the “Consultant”), the Parties agree to the following Task Number 17:

1. **Contracted Services:** Engineering Services related to the desired modification of existing raw water booster pumps at Maple Street Pumping Station:
 - a. Perform additional water system modeling to determine head conditions for operation of new pumps within the new two zone water system.
 - b. Produce detailed drawings of the existing plant electrical systems to facilitate design of the new additions to the electrical system.
 - c. Select appropriate pumps for and produce installation drawings and specifications for replacement of existing pumps with new modern pumps complete with inverter duty motor and variable frequency drives.
 - d. Produce drawings and specifications for integration of new controls associated with the new Variable Frequency drives to be installed on Pumps No. 1 thru No. 5 with the Plant Control Systems.
 - e. Perform additional site visits as needed to determine site existing conditions.
 - f. Coordinate with the City to obtain any additional as-constructed information for the existing facilities needed to complete the design.
 - g. Determine installation locations and size breakers and conductors.
 - h. Coordinate desired control philosophy with operations staff and City’s controls contractor for implementation.

2. **Project Schedule:** Preliminary Design development to proceed after Notice to Proceed received from the City.

3. **Project Completion Duration:**

It is anticipated that Engineering Design Phase services will require 45 days from Notice to Proceed to complete.

4. **Project Specific Pricing** (if applicable):
 - For Design Phase services our compensation shall be Time and Material not to exceed \$29,950.00.
 - Reimbursables: Per the schedule in place for the general contract.

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

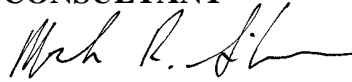
Outside services, if any, will be passed through to the City without markup.

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

[SIGNATURE PAGE FOLLOWS]

CITY

CONSULTANT



Signature
Director of Public Works
And Engineering

Signature

Mark R Sikora, P.E.

_____, 20____
Date

October 8, 2021

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

Signature
City Manager

_____, 20____
Date

If compensation greater than \$20,000, then the City Council must approve the Services Change Order in advance and the City Manager or Mayor's signature is required.

Signature
City Manager

_____, 20____
Date



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: October 13, 2021

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

From: John T. Carlisle, AICP, Director of Community & Economic Development *JTC*

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

Subject: 150 N. East River Road - Subdivision Guaranty Release and Acceptance of the Public Improvements

Issue: Paul Langdon, Vice President of Covington Vanguard Des Plaines, L.P., (“Covington”), the developer of The Monarch Apartments, has submitted a formal request for release of the subdivision improvement guaranty cash escrow and for the City to accept the public improvements.

Analysis: In 2017, Covington posted a cash escrow of \$2,220,533.75, which is equal to 125% of the estimated cost to complete the public improvements. In September 2018, Covington requested and received a reduction of the guaranty amount by \$1,110,266.87, which was equal to a 50% of the total. In 2018, a second reduction of \$873,380.75 reduced the guaranty to \$236,866.13. Due to the pandemic and an inability to receive a release from the Cook County Department of Transportation for work on North East River Road, Covington was delayed in undertaking the third reduction and turning over the improvements to the City.

Covington has now requested that the City officially accept the public improvements and release the full balance of \$236,866.13. The City Code requires the City to first accept the public improvements and then to hold a balance equal to 10% of the original guaranty posted as a maintenance warranty for 18 months (Subdivision Regulations, 13-2-8.F.1). However, the project has been substantially complete for more than 18 months. The City Council may waive 18-month period expressed the City Code, accept the public improvements, and fully release the subdivision guaranty back to Covington.

Recommendation: I recommend approval of R-177-21, authorizing the City Council to accept the public improvements and to release the subdivision guaranty balance of \$236,866.13.

Attachments:

Attachment 1: City Engineer’s Subdivision Guaranty Release Memo

Resolution R-177-21



**PUBLIC WORKS AND
ENGINEERING DEPARTMENT**

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

MEMORANDUM

Date: October 14, 2021

To: John Carlisle, Director of Community and Economic Development

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

Cc: Jon Duddles, P.E., CFM, Assistant Director of Public Works and Engineering

Subject: 150 East River Road Covington Lexington Woods- Public Improvement Bond Release

We approve a final bond reduction and warranty release for 150 East River Road, Covington Lexington Woods Subdivision, pursuant to Section 13-2-8F1 of the City Code:

Bond Release: The Director of Public Works and Engineering may recommend to the city council the reduction of bonds or letters of credit after receiving certification of completion by the project engineer and a waiver of liens. The ten percent (10%) maintenance warranty shall not be released until the eighteen (18) months after final acceptance of the subdivision's public improvements by the city council. All corrections to public improvements shall be completed by the builder prior to final approval. Should you have any questions, please feel free to contact me.

Subdivision Name: Covington Lexington Woods

Subdivision Address: 150 East River Road

Engineer's Estimate of Cost for Public Improvements	\$1,776,427.00	x	125%	=	\$2,220,533.75
Previous Bond Reduction Request- 8-7-2018					(\$1,110,266.87)
Previous Bond Reduction Request- 11-5-2018					(\$873,380.75)
Current Bond Request 10-14-2021					(\$236,886.13)
				Balance	\$0

CITY OF DES PLAINES

RESOLUTION R - 177 - 21

**A RESOLUTION APPROVING RELEASE OF THE PUBLIC
IMPROVEMENT GUARANTY FOR COVINGTON PLACE
APARTMENTS (THE MONARCH) AT 150 NORTH EAST
RIVER ROAD.**

WHEREAS, on May 1, 2017, the City Council adopted Ordinance No. Z-11-17 approving the final plat of planned unit development ("***Final Plat***") for the Covington Place Apartments development ("***PUD***"), which PUD consists of the property commonly known as 150 N. East River Road, Des Plaines, Illinois ("***Subject Property***"); and

WHEREAS, in connection with the approval of the Final Plat, Paul Langdon of Covington Vanguard Des Plaines, L.P. ("***Developer***") agreed to construct certain public improvements, including, without limitation, sanitary sewer, water main, storm sewer, catch basins, paving, grading and erosion control, and other miscellaneous public improvements as further described on the Final Plat (collectively, the "***Public Improvements***") and posted a cash escrow in the amount of \$2,220,533.75 to secure the completion of the Public Improvements ("***Performance Guaranty***"); and

WHEREAS, in September 2018, the Developer requested and received a reduction of the Performance Guaranty by 50 percent to \$1,110,266.88; and

WHEREAS, in November 2018, the Developer requested and received a reduction of the Performance Guaranty by an additional 39 percent of the original amount, from \$1,110,266.88 to \$236,866.13; and

WHEREAS, the Developer has: (i) certified that it has completed the construction of all of the Public Improvements; and (ii) requested that the City release the remaining \$236,866.13 Performance Guaranty; and

WHEREAS, Section 13-2-8-F.1 requires that a maintenance warranty of ten percent of the cost to construct the Public Improvements to be held by the City for 18 months after the City Council's acceptance of all of the Public Improvements ("***Maintenance Warranty***"); and

WHEREAS, the Public Improvements have been complete for more than 18 months; and

WHEREAS, the Department of Public Works and Engineering has inspected the Public Improvements at the Subject Property and recommends that, due to the fact that the Public Improvements have been complete for more than 18 months, the full balance of the Performance Guaranty of \$236,866.13, including the Maintenance Warranty, be released; and

WHEREAS, the City Council has determined that it is in the best interest of the City to waive the Maintenance Warranty and release the full Performance Guaranty in accordance with the provisions of 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: LEGAL DESCRIPTION. The Subject Property is legally described as follows:

LOT 1 (EXCEPT THE NORTH 2 ½ ACRES AND EXCEPT THE EAST 40 FEET THEREOF) IN SUPERIOR COURT COMMISSIONER'S PARTITION OF THE LANDS OF THE MINNA CARLE ESTATE IN SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 15, 1939 AS DOCUMENT NUMBER 12272132, IN COOK COUNTY, ILLINOIS.

LOT 2 (EXCEPT THAT PART CONVEYED TO ILLINOIS TOLLWAY COMMISSION BY WARRANTY DEED DATED AUGUST 16, 1957 AND RECORDED OCTOBER 14, 1957 AS DOCUMENT NUMBER 17037291) IN SUPERIOR COURT COMMISSIONER'S PARTITION (MADE IN Case 34S18200) OF LANDS OF MINNA CARLE ESTATE (EXCEPT THAT PART THEREOF TAKEN BY CONDEMNATION IN CASE NO. 95L50192) IN SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 15, 1939 AS DOCUMENT NUMBER 12272132, IN COOK COUNTY, ILLINOIS.

Commonly known as 150 N. East River Road, Des Plaines, Illinois.

SECTION 3: WAIVER OF MAINTENANCE WARRANTY AND RELEASE OF PERFORMANCE GUARANTY. The City Council hereby waives the Maintenance Guaranty and authorizes the release of the full remaining balance of the Performance Guaranty in the amount of \$236,866.13.

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 Release of the Performance Guaranty for Covington Place Apartments (The Monarch) at 150 N E River Road



OFFICE OF THE MAYOR

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5301
desplaines.org

MEMORANDUM

Date: September 29, 2021
To: Honorable Aldermen
From: Andrew Goczkowski, Local Liquor Commissioner
Cc: Vickie Baumann, Permit Technician, Registration & License Division
Subject: Liquor License Request for an Increase in Liquor License Classification

Attached please find a Liquor License request for the following applicant:

Onesti DPT Inc dba Des Plaines Theatre
1476 Miner Street
Class A – Tavern seats 250 or less (on-site consumption only)
- New Increase from 37 to 38

The complete application packet is on file in the Community and Economic Development Department. The required posting will be completed October 12, 2021 and all necessary fees have been secured.

This request will come before you on the Consent Agenda of the City Council meeting of Monday, October 18, 2021.

A handwritten signature in blue ink, appearing to read 'AG', is written over a horizontal line.

Andrew Goczkowski
Mayor
Local Liquor Commissioner

Attachments: Ordinance M-17-21
Application Packet

CITY OF DES PLAINES

ORDINANCE M- 17 -21

**AN ORDINANCE AMENDING THE CITY CODE TO ADD
ONE CLASS "A" LIQUOR LICENSE.**

WHEREAS, Onesti DPT, Inc dba Des Plaines Theatre ("***Applicant***") applied to the Department of Community and Economic Development for a Class A liquor license for the premises commonly known as 1476 Miner Street, Des Plaines, Illinois ("***Premises***") pursuant to Chapter 4 of Title 4 of the Des Plaines City Code ("***City Code***"); and

WHEREAS, the City desires to issue one Class A liquor license to the Applicant for the Premises; and

WHEREAS, the City Council has determined that it is in the best interest of the City to grant the Applicant a Class A liquor license for the Premises;

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 foregoing recitals are incorporated into, and made a part of, this Ordinance as the findings of the City Council.

SECTION 2: APPROVAL OF LIQUOR LICENSE. The City Council hereby grants the Applicant a Class A Liquor License to the Applicant for the Premises.

SECTION 3: FEE SCHEDULE. Section 1, titled "Fee Schedule," of Chapter 18, titled "Schedule of Fees," of Title 4, titled "Business Regulations," of the City Code is hereby amended further to read as follows:

4-18-1: FEE SCHEDULE:

Section	Fee Description	Number	Term	Fee	
					New
	*	*	*		
Chapter 4	Liquor Control				
4-4-5A	License Fees and Number:				
	Class	Number	Term	Initial Fee	Annual Fee
	Class A	37 38	Annual	\$3,850.00	\$1,925.00
	*	*	*		

SECTION 4: 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.

SECTION 5: 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.

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 Add One Class A Liquor License for Onesti DPT Inc dba Des Plaines Theatre



LOCAL LIQUOR COMMISSIONER

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5301
W: desplaines.org

APPLICATION FOR A LIQUOR LICENSE

BUSINESS INFORMATION

Name: The Des Plaines Theatre

Address: 1476 Miner St Des Plaines IL Zip: 60016

Mailing Address: 1476 Miner St Dept: _____

City: Des Plaines St: IL Zip: 60016

Email: info@oshows.com Phone#: (630) 962-7000

Day/Hours of Operations: Monday: 10:00am - 6:00pm Tuesday: 10:00am - 6:00pm Wednesday: 10:00am - 6:00pm

Thursday: 10:00am - 6:00pm Friday: 10:00am - 1:00am Saturday: 10:00am - 1:00am Sunday: 12:00pm - 8:00pm

CLASSIFICATION

- ☒ A TAVERN— seats 250 or less
☐ A1 TAVERN — seats 251 – 500
☐ A2 TAVERN — seats 501 +
☐ AB TAVERN & BULK SALES — seats 250 or less
☐ AB-1 TAVERN & BULK SALES — seats 251 – 500
☐ B BULK SALES — retail only
☐ B-1 BULK SALES —alcohol not primary retail
☐ C CLUB
☐ E RESTAURANT DINING ROOM — over 50
☐ F RESTAURANT — beer only

- ☐ G BANQUET HALL
☐ H-1 RESTAURANT — beer & wine only
☐ H-2 BULK SALES — beer & wine only
☐ I RELIGIOUS SOCIETY
☐ J SPECIAL 4:00AM — must have class A
☐ K GOVERNMENTAL FACILITY
☐ L WINE ONLY
☐ M GAS STATION — retail only
☐ N CASINO
☐ P COFFEE SHOP

OWNERSHIP INFORMATION (list President, Vice-President, Secretary and all Officers owning 5% or more of stock)

Title: President / CEO % of Stock: 100%

Name: Ron Onesti

Title: _____ % of Stock: _____

Name: _____

Has either the President, Vice-President, Secretary or any officer ever plead guilty, been found guilty, received supervision, plead nolo contendere (no contest) to any felony under Federal, State, County or Municipal law, statute or ordinance? ☒ NO ☐ YES — Attach documentation identifying the charge, finding, court branch and docket #

ADDITIONAL INFORMATION

Does the applicant own the property or premises of the business? ☒ NO ☐ YES

If NO, please provide name/address of the property owner and expiration date of the executed lease:

City of Des Plaines; 1420 Miner Street Des Plaines, IL 60016

Is any elected City Official, County Commission or County Board member affiliated directly or indirectly with the applicant/business? ☒ NO ☐ YES

If YES, please provide name, position and a detailed description to the particulars:

Has any officer, owner or stockholder of the of the corporation or business obtained a liquor license for another location? ☐ NO ☒ YES

If YES, please provide name, location and disposition/status of each:

The Onesti Entertainment Corporation - 105 E Main St - Active
Club Arcadia Inc. - St Charles, IL 60174 - Active

Has any officer, owner or stockholder of the of the corporation or business had a liquor license revoked for another location? ☒ NO ☐ YES

If YES, please provide name, location and reason for revocation of each:

AFFIDAVIT

The undersigned swears and affirms that I have read and understand the Liquor code of the City of Des Plaines and that the corporation and/or business name on this application and its employees will not violate any of the municipal codes, IL State Statutes or governmental laws, in conduct of the place of business described herein. The statements contained in the application are true and correct to the best of my knowledge.

[Signature] INITIALS

Either an owner, manager or bartender with alcohol awareness training, whom has been fingerprinted and background checked with the Des Plaines Police Department and has been placed on file with the Local Liquor Commissioner will be on duty at all times during the sale and serving of alcohol on the premises.

[Signature] INITIALS

I acknowledge that any changes to the information on file during the time frame of the current liquor license period must be immediately reported to the Local Liquor Commissioner. Failure to comply may result in immediate suspension of the Liquor License, additional fines up to \$10,000 for each violation, revocation of the Liquor License and/or denial to renew for a Liquor License for the next time frame period.

[Signature] INITIALS

[Signature]
Signature of Owner

Ken O'Leary
Print Name

SUBSCRIBED and SWORN to before me this

27 day of July, 2021.

Jennifer Saverino-Bayne
NOTARY PUBLIC (STAMP SEAL BELOW)



FORM **BCA 2.10**
ARTICLES OF INCORPORATION
Business Corporation Act

Filing Fee: \$150

File #: **72778405**

Approved By: **DJW**

FILED

JUN 15 2020

Jesse White
Secretary of State

1. Corporate Name: **ONESTI DPT INC.**

2. Initial Registered Agent: **RONALD J. ONESTI**

First Name

Middle Initial

Last Name

Initial Registered Office: **105 E MAIN ST**

Number

Street

Suite No.

SAINT CHARLES

IL

60174-1927

KANE

City

ZIP Code

County

3. Purposes for which the Corporation is Organized:
The transaction of any or all lawful businesses for which corporations may be incorporated under the Illinois Business Corporation Act.

4. Authorized Shares, Issued Shares and Consideration Received:

Class	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
COMMON	1000	1000	\$ 1000

NAME & ADDRESS OF INCORPORATOR

5. The undersigned incorporator hereby declares, under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated **JUNE 15**, **2020** **105 EAST MAIN STREET**
Month & Day Year Street
RONALD J. ONESTI **ST. CHARLES** **IL** **60174**
Name City/Town State ZIP Code



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JD Fulwiler & Co. Insurance Inc. 5727 S Macadam Ave Portland OR 97239		CONTACT NAME: Vicki Sigler PHONE (A/C, No, Ext): 503-293-8325 FAX (A/C, No): 503-293-5418 E-MAIL ADDRESS: vsigler@jdfulwiler.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Scottsdale Insurance Company	41297
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

INSURED
The Onesti Entertainment Corporation,
DBA: The Arcada Theatre
105 East Main Street
St Charles IL 60174

ONESENT-01

COVERAGES**CERTIFICATE NUMBER:** 1259428063**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> LIQUOR LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CPS7338902	4/6/2021	4/6/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 LIQUOR LIABILITY \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Property		CPS7338902	4/6/2021	4/6/2022	Bus Pers Prop Limit: 500,000 TIB Limit: 255,000 Deductible: 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Des Plaines is included as Additional Insured but only with respect to claims arising from the negligence of the Named Insured subject to policy terms, conditions, and exclusions.

Dram Shop (consumption on premises) coverage for Classification A local liquor license

CERTIFICATE HOLDER

City of Des Plaines
1420 Miner Street
Des Plaines IL 60016

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Additional Named Insureds

Other Named Insureds

Onesti Entertainment Corporation
DBA The Arcada Theatre
DBA BarCada
DBA Arcadian Suites
ROCK N' RAV STC INC
DBA Rock'N Ravioli
Club Arcada INC
DBA Club Arcada Speak Easy and
Lounge
RNZ-DP INC
DBA Rock'N Za
Onesti DPT INC

Verify that all of your Illinois Business Authorization information is correct.

Verify that the information below correctly represents your business location. In particular, be sure to verify that the information correctly represents whether you are within or outside of a municipality. If you have registered for Sales and Use Tax and the retail sales location listed is incorrect, contact our Local Tax Allocation Division at 217 785-6518.

**Des Plaines
Cook County**

For all other corrections, contact our Central Registration Division at 217 785-3707.

If all of the information is correct, cut along the dotted line (fits a standard 5" x 7" frame). Your authorization must be visibly displayed at the address listed. **Do not discard the attached Illinois Business Authorization unless the information displayed is incorrect or until it expires.** Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

Illinois Business Authorization

OFFICIAL DOCUMENT

ONESTI-DPT INC.

DBA: DES PLAINES THEATRE

1476 MINER ST
DES PLAINES IL 60016-4603

Loc. Code: 016-0015-1-001

Des Plaines
Cook County

Expiration Date:
9/1/2022

Certificate of Registration

Sales and use taxes and fees (4361-4515)

ILLINOIS REVENUE
[Signature]
Director

Issued Date: 09/24/2021

OFFICIAL DOCUMENT



FINANCE DEPARTMENT

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5300
desplaines.org

MEMORANDUM

Date: October 6, 2021

To: Michael Bartholomew, City Manager

From: Dorothy Wisniewski, Assistant City Manager/Director of Finance

Subject: 2021 Tax Levy Abatement Ordinances

Issue: For the City Council to adopt the 2021 Tax Levy Abatement Ordinances for the below listed General Obligation Bonds.

Analysis: Each year the City adopts several tax abatement ordinances to reduce the amount of property taxes levied for various bond issues. During the initial issuance of these General Obligation (G.O.) Bonds the plan was that alternative revenue would be established, or designated, and used to pay the annual debt service. **Table 1** below summarizes the bond issues, City ordinances, original levy amounts, abatement amounts and the tax levy to be extended.

<i>Table 1</i>				
G.O. Bond Series	City Ordinance	Levy Amount	Abatement Amount	Levy to be Extended
2009A	M-38-09	1,575,000.00	1,575,000.00	-
2014B	M-28-14	475,466.00	475,466.00	-
2018	M-04-18	1,378,100.00	1,378,100.00	-
Total		3,428,566.00	3,428,566.00	-

The following provides a brief description of the abatement ordinances, the purpose of each bond issue and the funding available for the payment of the outstanding principal and interest for the tax year 2021.

Abatement of the Taxable General Obligation Refunding Bonds, Series 2009A: These bonds were issued to refund taxable G.O. Bonds, Series 2003C and Series 2004B which were originally issued for land acquisition and infrastructure improvements within TIF #6. TIF #6 funds will be used to abate the annual levy for the principal and interest for the tax year 2021.

Abatement of the General Obligation Refunding Bonds, Series 2014B: These bonds were issued to refund the G.O. Bonds, Series 2005A which were originally issued for land acquisition and infrastructure improvements within TIF #3 and Series 2005D which were originally issued for advance refunding on Series

1998 for the library construction project. TIF #3 will be used to abate the annual levy for the principal and interest for the tax year 2021.

Abatement of the Taxable General Obligation Refunding Bonds, Series 2018: These bonds were issued to refund the G.O. Bonds, Series 2010A and 2010B which were originally issued for land acquisition and infrastructure improvements within TIF #3. TIF #3 will be used to abate the annual levy for the principal and interest for the tax year 2021.

Recommendation: I recommend that the City Council approve the property tax abatements which will result in a reduction to the 2021 Property Tax Levy.

Attachments:

1. Ordinance M-18-21/Abatement – 2009A Taxable General Obligation Refunding Bonds
2. Ordinance M-19-21/Abatement – 2014B General Obligation Refunding Bonds
3. Ordinance M-20-21/Abatement – 2018 Taxable General Obligation Refunding Bonds

CITY OF DES PLAINES

ORDINANCE M - 18 - 21

**AN ORDINANCE PROVIDING FOR THE ABATEMENT OF
THE 2021 TAX LEVY FOR THE 2009 TAXABLE GENERAL
OBLIGATION REFUNDING BONDS, SERIES 2009A.**

WHEREAS, on October 19, 2009, the City Council of the City of Des Plaines adopted Ordinance M-38-09, titled "Ordinance Authorizing the Issuance of Taxable General Obligation Refunding Bonds, Series 2009A, of the City of Des Plaines, Illinois," which provided for the issuance of \$3,173,083.75 Series 2009A Taxable General Obligation Refunding Bonds; and

WHEREAS, Ordinance M-38-09 provided for the levy of taxes for the tax year 2021 sufficient to produce the amount of \$1,575,000.00 for the payment of principal and interest on said bonds; and

WHEREAS, sufficient TIF Funds are available to abate the annual levy for the principal and interest on the Series 2009A Taxable General Obligation Refunding Bonds for the tax year 2021;

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 foregoing recitals are incorporated into, and made a part of, this Ordinance as the findings of the City Council.

SECTION 2: ABATEMENT OF TAX LEVY. The City Council authorizes and directs the County Clerk of Cook County, Illinois, to abate the following amount of taxes to be levied for the Series 2009A General Obligation Refunding Bonds:

Ordinance	Tax Year	Levy	Abatement	Levy to be Extended
M-38-09	2021	\$1,575,000.00	\$1,575,000.00	\$0.00

SECTION 3: FILING OF CERTIFIED COPY. The City Council hereby directs the City Clerk of the City of Des Plaines to file with the County Clerk of Cook County, Illinois, a certified copy of this ordinance.

SECTION 4: EFFECTIVE DATE. This Ordinance 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:

CITY CLERK

Published in pamphlet form this
_____ day of _____, 2021.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

CITY OF DES PLAINES

ORDINANCE M - 19 - 21

**AN ORDINANCE PROVIDING FOR THE ABATEMENT OF
THE 2021 TAX LEVY FOR THE 2014 GENERAL
OBLIGATION REFUNDING BONDS, SERIES 2014B.**

WHEREAS, on August 18, 2014, the City Council of the City of Des Plaines adopted Ordinance M-28-14, titled “Ordinance Authorizing the Issuance of General Obligation Refunding Bonds of 2014 of the City of Des Plaines, Illinois and Providing for the Redemption of Outstanding Bonds of the City,” which provided for the issuance of \$5,600,000 Series B General Obligation Refunding Bonds; and

WHEREAS, Ordinance M-28-14 provided for the levy of taxes for the tax year 2021 sufficient to produce the amount of \$475,466.00 for the payment of principal and interest on the Series 2014B General Obligation Refunding Bonds; and

WHEREAS, sufficient TIF Funds are available to abate the annual levy for the principal and interest on the Series 2014B General Obligation Refunding Bonds for the tax year 2021;

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 foregoing recitals are incorporated into, and made a part of, this Ordinance as the findings of the City Council.

SECTION 2: ABATEMENT OF TAX LEVY. The City Council hereby authorizes and directs the County Clerk of Cook County, Illinois, to abate the following amounts of taxes to be levied for the Series 2014B General Obligation Refunding Bonds.

Ordinance	Tax Year	Levy	Abatement	Levy to be Extended
M-28-14	2021	\$475,466.00	\$475,466.00	\$0.00

SECTION 3: FILING OF CERTIFIED COPY. The City Council hereby directs the City Clerk of the City of Des Plaines to file with the County Clerk of Cook County, Illinois, a certified copy of this ordinance.

SECTION 4: EFFECTIVE DATE. This Ordinance 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:

CITY CLERK

Published in pamphlet form this
_____ day of _____, 2021.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

CITY OF DES PLAINES

ORDINANCE M - 20 - 21

**AN ORDINANCE PROVIDING FOR THE ABATEMENT OF
THE 2021 TAX LEVY FOR THE 2018 GENERAL
OBLIGATION REFUNDING BONDS, SERIES 2018.**

WHEREAS, on March 5, 2018, the City Council of the City of Des Plaines adopted Ordinance M-04-18, titled "Ordinance Authorizing the Issuance of General Obligation Refunding Bonds, Series 2018, of the City of Des Plaines, Illinois," which provided for the issuance of \$12,410,000.00 Series 2018 General Obligation Refunding Bonds; and

WHEREAS, Ordinance M-04-18 provided for the levy of taxes for the tax year 2021 sufficient to produce the amount of \$1,378,100.00 for the payment of principal and interest on said bonds; and

WHEREAS, sufficient TIF Funds are available to abate the annual levy for the principal and interest on the Series 2018 General Obligation Refunding Bonds for the tax year 2021;

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 foregoing recitals are incorporated into, and made a part of, this Ordinance as the findings of the City Council.

SECTION 2: ABATEMENT OF TAX LEVY. The City Council authorizes and directs the County Clerk of Cook County, Illinois, to abate the following amount of taxes to be levied for the Series 2018 General Obligation Refunding Bonds:

Ordinance	Tax Year	Levy	Abatement	Levy to be Extended
M-04-18	2021	\$1,378,100.00	\$1,378,100.00	\$0.00

SECTION 3: FILING OF CERTIFIED COPY. The City Council hereby directs the City Clerk of the City of Des Plaines to file with the County Clerk of Cook County, Illinois, a certified copy of this ordinance.

SECTION 4: EFFECTIVE DATE. This Ordinance 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:

CITY CLERK

Published in pamphlet form this
_____ day of _____, 2021.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel



FINANCE DEPARTMENT

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5300
desplaines.org

MEMORANDUM

Date: October 6, 2021

To: Michael G. Bartholomew, City Manager

From: Dorothy Wisniewski, Assistant City Manager/Director of Finance

Subject: Special Service Areas 2021 Tax Levy Ordinances

Issue: For the City Council to consider the 2021 Tax Levy Ordinances related to Special Service Areas #9, 10, 14 and 15.

Analysis: Each year the City adopts several property tax levy ordinances to collect the special assessment attributable to the respective properties within the aforementioned Special Service Areas (SSA's) for completed projects that were not funded by general taxation. *Table 1* below summarizes the SSA's, the locations, the improvement projects, the ordinances establishing the SSA and the 2021 tax levy amounts to be collected in 2022:

Table 1

SSA #	Location	Improvement Project	SSA Ordinance	Levy Amount
9	624-640 West Algonquin Road	Parking Lot	M-20-07	2,309
10	642-658 West Algonquin Road	Parking Lot	M-21-07	2,920
14	2132, 2140 & 2148 Plainfield Drive	Rear Yard Drainage	M-31-12	830
15	345 & 353 Ardmore Road	Rear Yard Drainage	M-03-14	1,643
Total				7,702

The SSA financing allows the City to provide a service, improvement or facility in a specific area of the community. This technique usually involves levying an additional property tax only in the particular area that receives the special service or improvement. SSA financing enables the municipality to provide any public service to a portion of its jurisdiction without burdening the entire community with a debt or operating tax. It is the only financing method which permits a tax rate in one part of a municipal jurisdiction that will not apply in the rest of the municipality.

Recommendation: I recommend that the City Council approve the 2021 Tax Levy Ordinances for Special Service Areas #9, 10, 14 and 15 in the total amount of \$7,702.

Attachments:

1. Ordinance M-21-21 - 2021 Tax Levy, Special Service Area #9 (Parking Lot Improvement, 624-640 W. Algonquin Road) in the amount of \$2,309
2. Ordinance M-22-21 - 2021 Tax Levy, Special Service Area #10 (Parking Lot Improvement, 642-658 W. Algonquin Road) in the amount of \$2,920
3. Ordinance M-23-21 - 2021 Tax Levy, Special Service Area #14 (Rear Yard Drainage, 2132, 2140, and 2148 Plainfield Drive) in the amount of \$830
4. Ordinance M-24-21 - 2021 Tax Levy, Special Service Area #15 (Rear Yard Drainage, 345 and 353 Ardmore Road) in the amount of \$1,643

CITY OF DES PLAINES

ORDINANCE M - 21 - 21

**AN ORDINANCE LEVYING TAXES FOR SPECIAL
SERVICE AREA NUMBER 9 OF THE CITY OF DES
PLAINES, COOK COUNTY, ILLINOIS.**

WHEREAS, on May 7, 2007, the Corporate Authorities of the City of Des Plaines adopted Ordinance M-20-07, establishing Special Service Area No. 9 ("**SSA No. 9**"), being recorded with the County Recorder of Deeds as Document #0721516066; and

WHEREAS, Ordinance M-20-07 states that there will be an annual tax levy not to exceed \$3,000 for the tax years 2007 to 2021, for the payment of the special services of reconstruction and improvement of the service area's parking lot, at an estimated cost of \$24,026, with estimated interest repayment cost of \$10,693, for a total amount to be collected for tax years 2007 through 2021 of \$34,719, which equals fifteen annual tax levies of \$2,315 for tax years 2007 through 2020, with a final tax levy of \$2,309 for the tax year 2021;

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 here by reference.

SECTION 2: TAX LEVY. Pursuant to City of Des Plaines Ordinance M-20-07, the City of Des Plaines hereby levies \$2,309 in taxes for SSA No. 9 purposes against all taxable property in SSA No. 9 of the City of Des Plaines for tax year 2021.

SECTION 3: FILING WITH COUNTY CLERK. The City Council hereby directs the City Clerk of the City of Des Plaines to file with the County Clerk of Cook County, Illinois, a certified copy of this Ordinance.

SECTION 4: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication 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

CITY OF DES PLAINES

ORDINANCE M - 22 - 21

**AN ORDINANCE LEVYING TAXES FOR SPECIAL
SERVICE AREA NO. 10 OF THE CITY OF DES PLAINES,
COOK COUNTY, ILLINOIS.**

WHEREAS, on May 7, 2007, the Corporate Authorities of the City of Des Plaines adopted Ordinance M-21-07, creating Special Service Area No. 10 ("**SSA No. 10**"), being recorded with the County Recorder of Deeds as Document #0721516065; and

WHEREAS, Ordinance M-21-07 states that there will be an annual tax levy not to exceed \$3,000 for the tax years 2007 to 2021, for the payment of the special services of reconstruction and improvement of the area's parking lot, at an estimated cost of \$30,467, with estimated interest repayment cost of \$13,557, for a total amount to be collected for tax years 2007 through 2021 of \$44,024, which equals fifteen annual tax levies of \$2,936 for tax years 2007 through 2020, with a final tax levy of \$2,920 for the tax year 2021;

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 here by reference.

SECTION 2: TAX LEVY. Pursuant to City of Des Plaines Ordinance M-21-07, the City of Des Plaines hereby levies \$2,920 in taxes for SSA No. 10 purposes against all taxable property in SSA No. 10 of the City of Des Plaines for tax year 2021.

SECTION 3: FILING WITH COUNTY CLERK. The City Council hereby directs the City Clerk of the City of Des Plaines to file with the County Clerk of Cook County, Illinois, a certified copy of this Ordinance.

SECTION 4: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication 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

CITY OF DES PLAINES

ORDINANCE M - 23 - 21

**AN ORDINANCE LEVYING TAXES FOR SPECIAL
SERVICE AREA NO. 14 OF THE CITY OF DES PLAINES,
COOK COUNTY, ILLINOIS.**

WHEREAS, the Corporate Authorities of the City of Des Plaines adopted Ordinance M-31-12 on October 1, 2012, creating Special Service Area No. 14 ("**SSA No. 14**"), being recorded with the County Recorder of Deeds as Document #1231418042; and

WHEREAS, Ordinance M-31-12 states that there will be an annual tax levy not to exceed \$2,200 for the tax year 2012 and not to exceed \$850 for the tax years 2013 to 2021, for the payment of the special services of rear yard drainage improvements, at an estimated cost of \$7,684, with estimated interest repayment cost of \$1,957, for a total amount to be collected for tax years 2012 through 2021 of \$9,641, which equals the 2012 tax levy of \$2,171 and nine annual tax levies of \$830 for each tax year of 2013 through 2021;

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 here by reference.

SECTION 2: TAX LEVY. Pursuant to City of Des Plaines Ordinance M-31-12, the City of Des Plaines hereby levies \$830 in taxes for SSA No. 14 purposes against all taxable property in SSA No. 14 of the City of Des Plaines for tax year 2021.

SECTION 3: FILING WITH COUNTY CLERK. The City Council hereby directs the City Clerk of the City of Des Plaines to file with the County Clerk of Cook County, Illinois, a certified copy of this Ordinance.

SECTION 4: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication 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

CITY OF DES PLAINES

ORDINANCE M - 24 - 21

**AN ORDINANCE LEVYING TAXES FOR SPECIAL
SERVICE AREA NO. 15 OF THE CITY OF DES PLAINES,
COOK COUNTY, ILLINOIS.**

WHEREAS, on February 18, 2014, the Corporate Authorities of the City of Des Plaines adopted Ordinance M-3-14, creating Special Service Area No. 15 ("**SSA No. 15**"), being recorded with the County Recorder of Deeds as Document #1408519053; and

WHEREAS, Ordinance M-03-14 states that there will be an annual tax levy not to exceed \$1,745.64 for the tax years 2014 to 2023, for the payment of the special services of rear yard drainage improvements, at an estimated cost of \$12,686, with estimated interest repayment cost of \$3,744, for a total amount to be collected for tax years 2014 through 2023 of \$16,430, which equals ten annual tax levies of \$1,643 for tax years 2014 through 2023;

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 here by reference.

SECTION 2: TAX LEVY. Pursuant to City of Des Plaines Ordinance M-03-14, the City of Des Plaines hereby levies \$1,643 in taxes for SSA No. 15 purposes against all taxable property in SSA No. 15 of the City of Des Plaines for tax year 2021.

SECTION 3: FILING WITH COUNTY CLERK. The City Council hereby directs the City Clerk of the City of Des Plaines to file with the County Clerk of Cook County, Illinois, a certified copy of this Ordinance.

SECTION 4: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication 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



FINANCE DEPARTMENT

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5300
desplaines.org

MEMORANDUM

Date: October 6, 2021

To: Michael G. Bartholomew, City Manager

From: Dorothy Wisniewski, Assistant City Manager/Director of Finance

Subject: Termination of Special Service Area (SSA) No. 8, SSA No. 11, SSA No. 12 and SSA No. 13

Issue: For the City Council to approve the ordinance terminating expired SSA No. 8, SSA No. 11, SSA No. 12 and SSA No. 13 as of the 2021 Tax Year.

Analysis: The City adopts several property tax levy ordinances annually to collect the special assessment attributable to the respective properties within an SSA for completed projects that were not funded by general taxation.

SSA No. 8 was established per Ordinance M-19-06, adopted on June 5, 2006, whereby the City was authorized to provide curb and gutter improvements at Crabtree Lane. During the years of 2007 through 2020, the annual tax levy related to the improvements was \$4,200. The levy amounts included interest and construction costs.

SSA No. 11 was established per Ordinance M-35-11, adopted on September 6, 2011, whereby the City was authorized to provide rear yard drainage improvements at 138, 158, 273, 283, 170 and 180 Drake Lane. During the years of 2011 through 2020, the annual tax levy related to the improvements was \$2,096. The levy amounts included interest and construction costs.

SSA No. 12 was established per Ordinance M-36-11, adopted on September 6, 2011, whereby the City was authorized to provide rear yard drainage improvements at 948 and 956 Greenvue Avenue. During the years of 2011 through 2020, the annual tax levy related to the improvements was \$979. The levy amounts included interest and construction costs.

SSA No. 13 was established per Ordinance M-37-11, adopted on September 6, 2011, whereby the City was authorized to provide rear yard drainage improvements at 1318, 1330 and 1340 Phoenix Drive and 1325 and 1335 Miami Lane. During the years of 2011 through 2020, the annual tax levy related to the improvements was \$1,566. The levy amounts included interest and construction costs.

Given that all improvements contemplated by Ordinance M-19-06, Ordinance M-35-11, Ordinance M-36-11 and Ordinance M-37-11 have been completed, the City has to file a termination of the expired SSA's with Cook County. This process can be completed by passage of an Ordinance by the City Council and filing with the County Clerk's Map Department.

Recommendation: I recommend that the City Council approve Ordinance M-25-21 terminating the expired SSA No.8, SSA No. 11, SSA No. 12, and SSA No. 13.

Attachments:

Ordinance M-25-21 - Ordinance Terminating Expired Special Service Areas

CITY OF DES PLAINES

ORDINANCE M - 25 - 21

**AN ORDINANCE TERMINATING EXPIRED SPECIAL
SERVICE AREAS 8, 11, 12 AND 13.**

WHEREAS, on June 5, 2006, the City Council of the City of Des Plaines adopted Ordinance M-19-06, which created a special service area designated as the "Special Service Area Number Eight" for the purpose of curb and gutter improvements at Crabtree Lane ("**SSA No. 8**"); and

WHEREAS, on September 6, 2011, the City Council of the City of Des Plaines adopted Ordinance M-35-11, which created a special service area designated as the "Special Service Area Number Eleven" for the purpose of rear yard drainage improvements at 138, 158, 273, 283, 170 and 180 Drake Lane ("**SSA No. 11**"); and

WHEREAS, on September 6, 2011, the City Council of the City of Des Plaines adopted Ordinance M-36-11, which created a special service area designated as the "Special Service Area Number Twelve" for the purpose of rear yard drainage improvements at 948 and 956 Greenview Avenue ("**SSA No. 12**"); and

WHEREAS, on September 6, 2011, the City Council of the City of Des Plaines adopted Ordinance M-37-11, which created a special service area designated as the "Special Service Area Number Thirteen" for the purpose of rear yard drainage improvements at 1318, 1330 and 1340 Phoenix Drive and 1325 and 1335 Miami Lane ("**SSA No. 13**"); and

WHEREAS, all improvements contemplated by Ordinance M-19-06, Ordinance M-35-11, Ordinance M-36-11 and Ordinance M-37-11 have been completed, and the City has not issued a tax levy for SSA No. 8 since the 2020 tax year, SSA No. 11 since the 2020 tax year, SSA No. 12 since the 2020 tax year, and SSA No. 13 since the 2020 tax year, and there are no excess funds available; and

WHEREAS, the City Council has determined that the termination of SSA No. 8, SSA No. 11, SSA No. 12 and SSA No. 13 is in the best interest of the City;

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. TERMINATION OF SPECIAL SERVICE AREAS. The following Special Service Areas are hereby terminated as of the 2021 Tax Year:

Agency Name	Agency No.
City of Des Plaines Special Service Area 8	03-0290-105
City of Des Plaines Special Service Area 11	03-0290-108
City of Des Plaines Special Service Area 12	03-0290-109
City of Des Plaines Special Service Area 13	03-0290-110

SECTION 3: FILING WITH COUNTY. After the Effective Date of this Ordinance, the City Clerk is directed to file a certified copy of this Ordinance in the Office of the Cook County Clerk.

SECTION 4. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage, by a vote of the corporate authorities, approval, publication and posting as provided by law.

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



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: October 21, 2021

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

From: Jonathan Stytz, Planner JS
John Carlisle, AICP, Director of Community & Economic Development JC

Subject: Consideration of Conditional Use Amendment for a Localized Alternative Sign Regulation (LASR) for River's Casino at 2980-3000 S. River Road, Case #21-040-LASR CU (6th Ward)

Issue: The petitioner is requesting a Conditional Use Amendment for an existing LASR under Sections 12-3-4 and 12-11-8 of the Zoning Ordinance to allow for an increase in signage on the casino property.

Address: 2980-3000 S. River Road

Owner: Gregory A. Carlin, Midwest Gaming & Entertainment, LLC/Devon Parcel, LLC, 900 N. Michigan Avenue, Suite 1600, Chicago, IL 60611

Petitioner: Michael Tobin, Midwest Gaming & Entertainment, LLC, 900 N. Michigan Avenue, Suite 1600, Chicago, IL 60611

Case Number: 21-040-LASR CU

PINs: 09-34-300-032; -045; -046; & -047

Ward: #6, Alderman Malcolm Chester

Existing Zoning: C-6, Casino District

Existing Land Use: Casino, Parking Garage, Office Building, and Surface Parking

Surrounding Zoning: North: C-2, Limited Office Commercial District
South: D, Commercial (Village of Rosemont)
East: P-1, Public Land District (Cook County)
West: C-7, High Density Campus District

Surrounding Land Use: North: Multi-Unit Office Building (Commercial)
South: Hotel / Restaurants (Commercial)

East: Recreation
West: Multi-Unit Office Building (Commercial)

Street Classification: River Road and Devon Avenue are classified as minor arterials.

Comprehensive Plan: The Comprehensive Plan illustrates the site as commercial.

Project Description: The applicant, Michael Tobin on behalf of Midwest Gaming & Entertainment, has requested a Conditional Use Amendment for an existing LASR to allow for increased signage on the property located at 2980-3000 S. River Road. The existing property contains a 140,363-square-foot casino building, a four-story parking garage with a pedestrian bridge connecting from the second level of the garage to the casino building, and a two-story office building with a surface parking lot. A casino expansion is underway that will result in an approximately 225,000-square-foot building with an expanded number of gaming positions (from 1,200 to 2,000), as well as an enlarged parking structure (now 3,063 total parking spaces). The two-story expansion of the casino building has led to new gaming space, a small food and beverage outlet, and a more than 10,000-square-foot multipurpose event area, with associated back-of-house areas.

With all lots combined, the property encompasses 20.017 acres in land area. This request comes after the previous two Planned Unit Development Major Amendment requests to expand the existing parking garage (approved December 2, 2019 through Ordinance Z-33-19) and expand the existing casino building (approved March 15, 2021 through Ordinance Z-31-21) to accommodate necessary floor area and parking for the expansion. The most currently approved LASR was embedded into the approval of Ordinance Z-33-19. Pursuant to Section 12-11-8 of the Zoning Ordinance, Planned Unit Developments may establish a LASR plan via a conditional use for their property subject to review and approval from the Planning and Zoning Board pursuant to the procedures for conditional uses.

The existing building and site as a whole currently contain a variety of different building and freestanding signage ranging from directional to video signs with a total count of 95 signs, as shown in the Sign Plan Amendment (Attachment 6). However, the petitioner is requesting to add 20 new static signs, replace 15 existing static signs, add eight new LED signs, and replace one existing LED sign totaling 28 new signs altogether:

- **Static Signs:** The new static signs consist of identity, directional, and clearance bar signs proposed at and around vehicle/pedestrian entrances/access drives and bus stop/rideshare pickup/drop-off areas. The existing static signs to be replaced are directional signs to assist motorists and pedestrians in navigating the property.
- **LED Signs:** The new LED signs consist of identification signs positioned in high visible areas to attract motorists and pedestrians to the property. There is one new LED sign proposed for the east elevation facing the main entrance. However, the remainder of the new LED signs are located on the west elevation facing I-294. The existing LED sign at the northwest corner of the River Road/Devon Avenue intersection is the only LED sign being replaced as part of this request.

All proposed signage is shown below. The Project Narrative (Attachment 1) and Sign Plan Amendment (Attachment 6) provide additional information.

Static Signs*		
Sign Type	Location	Area of Signage
Window Vinyl	South Office Building Façade at 2980 River Rd	168 SF
Wall - Identity	Northeast Property Entrance	6 SF
Clearance Bars x 3	Northwest Property Entrance	5 SF each
Directional x 2 (Valet/Self-Park)	Near East Property Entrance (Overhead)	11 SF each
Wall - Identity	Near East Property Entrance	419 SF
Directional – Vehicle x 2	Near East Property Entrance (Wall Mounted)	97 SF
Wall – Parking Entrance	Parking Garage – North Entrance	53 SF
Wall – Valet Drop-off	East Casino Entrance (covered drop-off area)	11 SF (one-sided)
Wall – Bus/Valet Drop-off x 2	East Casino Entrance (covered drop-off area)	24 SF (two-sided)
Directional – Vehicle x 2	Southeast & Northeast Property Entrances	75 SF each
Directional – Pedestrian x 2	Northeast Property Entrance	29 SF each
Wall – Bus Drop-off x 2	East Casino Entrance (covered drop-off area)	10 SF each
Directional – Pedestrian x 2	Northwest Property / North Garage Entrances	29 SF each
Directional – Pedestrian	Far Northeast Access Drive Entrance	29 SF
	TOTAL	1,125 SF
LED Signs*		
Sign Type	Location	Area of Signage
LED Video Wall	West Building Façade (#6)	426 SF
LED Video Wall	West Building Façade (#8)	426 SF
LED Video Wall	West Building Façade (#73)	884 SF
LED Video Wall	East Building Façade (#74)	1,535 SF
LED Video Wall	West Building Façade (#75)	455 SF
LED Video Wall	West Building Façade (#17)	319 SF
LED Video Wall	West Building Façade (#15)	310 SF
LED Video Wall	West Building Façade (#16)	588 SF
	TOTAL	4,943 SF
GRAND TOTAL		6,068 SF

**Sign requests are proposed for the property at 3000 S. River Road unless otherwise noted. See Sign Plan Amendment for more information.*

Compliance with the Comprehensive Plan

There are multiple parts of the City of Des Plaines' 2019 Comprehensive Plan that align with the proposed project. Those portions are as follows:

- Under Future Land Use Map:
 - The property is identified for commercial use. The casino complex will be able to increase visibility and take advantage of existing, well-traveled public roadways, such as I-294, with the approval of the amended LASR request.
- Under Economic Development:
 - The Comprehensive Plan recognizes the economic vitality of the subject property and its benefit to the surrounding area. The existing development of this site provides additional revenue, job opportunities, and services for the region as a whole and continues development trends already established in this area.

While the aforementioned bullet points are only a small portion of the Comprehensive Plan, there is a large emphasis on developing and enhancing our commercial corridors. This casino complex is adding additional services for the community and further enhancing the River Road corridor. The proposed signage will assist in the continued promotion of the existing development for residents and visitors while also potentially attracting new development proposals in the future.

Findings of Fact for the Request

As required by Section 12-3 of the Zoning Ordinance, the Planning and Zoning Board (PZB) reviewed the findings of fact for the request. The full list of findings and comments are found in the draft minutes of the PZB meeting of September 28, 2021. An excerpt from the draft minutes is attached.

Planning and Zoning Board Review: The Planning and Zoning Board met on September 28, 2021 to consider a Conditional Use Amendment to the existing LASR to replace 15 existing static signs, replace one existing LED sign, add 20 new static signs, and add eight new LED signs on the existing casino site.

The petitioner and project team provided a detailed presentation regarding the proposed amendments to the existing sign package on site. The project team expressed that the sign package amendments are being requested to improve wayfinding and update branding for the casino, which is currently undergoing construction to expand the casino building and provide additional services for its patrons. One project member mentioned that the parking garage was recently expanded to accommodate the additional parking required by the casino building expansion and that the sign package amendments are the next step in the casino's phased plans. He provided a brief overview of the types of static signs—focused around wayfinding and circulation—and LED signs—focused around improved identification of the casino complex—that were slated to be replace or added on the subject property.

The Planning and Zoning Board Members expressed concerns regarding the existing LED sign facing the River Road/Devon Avenue intersection and asked if the LED sign replacement will meet the lighting requirements by code. The petitioner's project team responded that the LED sign replacement in this location will comply with all required IDOT and City of Des Plaines standards.

The Community and Economic Development Department summarized the staff report and recommended three conditions if the PZB sought approval of the request.

No members of the public spoke on this request. The Planning and Zoning Board *recommended* (5-0) that the City Council *approve* the requests with the three conditions in the staff report.

Recommendations: The PZB recommended (5-0) that the City Council approve the request without conditions. Similarly, staff recommends approval of the requests via Ordinance Z-54-21, which approves a conditional use with the following conditions:

1. A three-foot landscape bed in all directions be provided at the base of all freestanding signs, per the standards set forth in Section 12-11-4(G). This landscaping shall be comprised of low-lying evergreen shrubs, perennials, and annuals.
2. That structural design plans shall be provided for all signage at time of permit.
3. The applicant shall provide sight line analysis for vehicle-to-vehicle sightlines and vehicle-to-pedestrian/bicycle sightlines showing that the sign position does not intrude upon the AASHTO Green Book sight triangles for the freestanding signs proposed along the roadway driveways and site access drives. The location of the freestanding signs may have to be slightly adjusted at the time of building permit review to comply with AASHTO site triangle clearance.

Attachments:

Attachment 1: Petitioner's Project Narrative

Attachment 2: Petitioner's Standards for a Conditional Use

Attachment 3: Location Map

Attachment 4: Plat of Survey

Attachment 5: Overall Site Plan

Attachment 6: Site and Context Photos

Attachment 7: Acting Chairman Saletnik Memo

Attachment 8: Draft Excerpt of Minutes from the September 28, 2021 Planning and Zoning Board Meeting

Ordinance Z-54-21

Exhibit A: Proposed Signs

Exhibit B: Amended Sign Plan

Exhibit C: Unconditional Agreement and Consent

**Rivers Casino
Amendment to Localized Alternative Sign Regulation (LASR)
Project Narrative**

The applicant is proposing several amendments to the existing Localized Alternative Sign Regulation (LASR) as first approved under Ordinance Z-6-10 and then approved under Ordinance Z-11-11, Ordinance Z-14-11, Ordinance Z-33-119 for modifications to the original LASR. The proposed amendments to the LASR as summarized below.

The effort to improve signage at the project property affect the following signage types:

- a. Static wayfinding / Identity signs
- b. LED signs (digital board)

These signs are located as freestanding units or mounted to the façade of buildings. In terms of general design approach, it does not deviate from previously approved amendments. The sought-after improvements for necessary signage elements are related to overall aesthetic improvements and brand congruence.

As such the statuses of all signage elements observed on property fall into 6 general categories:

1. Static - Existing Signs
2. Static - New Signs
3. Static - Existing Signs to be replaced
4. LED (digital board) - Existing
5. LED (digital board) - New Sign
6. LED (digital board) - Existing Signs to be replaced

1. Static - Existing Signs

These signs are currently existing on property and do not anticipate change, adjustment or replacement. These static signage elements feature traditional manufacturing methods as follows:

- Painted aluminum sign frame, cabinet or channel letterforms
- Internally illuminated via LED light strips
- Illuminated acrylic letterforms, vinyl film
- Mechanical attachment to footer/foundation and building façade
- Vinyl film applied to vertical building façade or surfaces
- Painted graphic on ground surface (parking deck)

2. Static - New Signs

These signs currently do not exist on property and are proposed for implementation to aid wayfinding as a result of the expansion effort at the property and overall aesthetic improvement effort for brand congruence. The new signs will be completely engineered by the sign fabricator and will feature new foundation/footer. All new proposed signs feature sign face square footage that are equal to or smaller than previous sign program's sign type equivalent.

**Rivers Casino
Amendment to Localized Alternative Sign Regulation (LASR)
Project Narrative**

These static signage elements feature traditional manufacturing methods as follows:

- Painted aluminum sign frame, cabinet or channel letterforms
- Internally illuminated via LED light strips
- Illuminated acrylic letterforms, vinyl film
- Cabinet edge glow for select sign types
- Mechanical attachment to footer/foundation and building façade

3. Static – Existing Signs to be Replaced

These signs are currently existing on property and are proposed for replacement/improvement to aid wayfinding as a result of the expansion effort at the property and overall aesthetic improvement effort for brand congruence. Whenever possible, the intention is to engineer the entire sign completely and re-utilize any existing foundation/footer to integrate new signs. All new proposed sign replacement/improvement feature sign face square footage that are equal to or smaller than previous sign program's sign type equivalent.

These static signage elements feature traditional manufacturing methods as follows:

- Painted aluminum sign frame, cabinet or channel letterforms
- Internally illuminated via LED light strips
- Illuminated acrylic letterforms, vinyl film
- Cabinet edge glow for select sign types
- Mechanical attachment to footer/foundation and building façade

4. LED (digital board) - Existing Signs

These signs are currently existing on property and do not anticipate change, adjustment or replacement. These LED signage elements feature typical industry implementation methods as follows:

- LUMENS/NIT Levels output, media cycles conform to standards set forth by IDOT and City of Des Plaines, IL
- Mechanical attachment to footer/foundation and building façade

5. LED (digital board) - New Signs

These signs currently do not exist on property and are proposed for implementation to aid wayfinding as a result of the expansion effort at the property and overall aesthetic improvement effort for brand congruence.

These LED signage elements feature typical industry implementation methods as follows:

- LUMENS/NIT Levels output, media cycles conform to standards set forth by IDOT and City of Des Plaines, IL
- Mechanical attachment to footer/foundation and building façade

**Rivers Casino
Amendment to Localized Alternative Sign Regulation (LASR)
Project Narrative**

6. LED (digital board) - Existing Signs to be Replaced

These signs are currently existing on property and are proposed for replacement/improvement to aid wayfinding as a result of the expansion effort at the property and overall aesthetic improvement effort for brand congruence. All new proposed sign replacement/improvement feature sign face square footage that are equal to or smaller than previous sign program's sign type equivalent.

These LED signage elements feature typical industry implementation methods as follows:

- LUMENS/NIT Levels output, media cycles conform to standards set forth by IDOT and City of Des Plaines, IL
- Mechanical attachment to footer/foundation and building façade

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).

- A. The proposed conditional use is in fact a conditional use established within the specific zoning district involved;

A Localized Alternative Sign Regulation (LASR) is a Conditional Use, as specified in Section 12-11-8 of the City of Des Plaines Zoning Ordinance in the C-6, Casino District.

- B. The proposed conditional use is in accordance with the objectives of the city's comprehensive plan and this title;

The use of the site is commercial and located in the C-6, Casino District. The proposed amendment to the previously approved Localized Alternative Sign Regulations (LASR) will continue to help keep the site commercial and assist potential patrons to find this regional attraction.

- C. 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;

The existing Conditional Use for a Localized Alternative Sign Regulation (LASR) allows for multiple signs on the property. The proposed amendment to the previously approved LASR request includes:

1. Static – Existing Signs to remain
2. Static – New Signs
3. Static – Existing Signs to be replaced
4. LED (digital board) – Existing Signs to remain
5. LED (digital board) – New Signs
6. LED (digital board) – Existing Signs to be replaced

All new signage will be of the same quality as the existing signage.

- D. The proposed conditional use is not hazardous or disturbing to existing neighboring uses;

Based on the relatively isolated location of the signage in relation to residential areas, the proposed amendment to the previously approved Localized Alternative Sign Regulations (LASR) is not anticipated to be hazardous or disturbing to the existing neighboring 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 the persons or agencies responsible for the establishment of the proposed conditional use shall provide adequately any such services;

The proposed amendment to the previously approved Localized Alternative Sign Regulations (LASR) will have no effect on essential public facilities and services.

- F. 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;

The proposed amendment to the previously approved Localized Alternative Sign Regulations (LASR) will not create a burden on public facilities, nor would they be a detriment to the economic well-being of the community.

- 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;

The proposed amendment to the previously approved Localized Alternative Sign Regulations (LASR) will not create additional traffic or noise that could be detrimental to surrounding land uses.

- H. The proposed conditional use provides vehicular access to the property designed that does not create an interference with traffic on surrounding public thoroughfares;

The proposed amendment to the previously approved Localized Alternative Sign Regulations (LASR) will not create an interference with traffic on surrounding public thoroughfares.

- I. The proposed conditional use does not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance; and

The proposed The proposed amendment to the previously approved Localized Alternative Sign Regulations (LASR) would not cause the destruction, loss, or damage of any natural, scenic, or historic features of major importance. The signs will be used to enhance an existing development.

- J. The proposed conditional use complies with all additional regulations in this title specific to the conditional use requested

The proposed amendment to the previously approved Localized Alternative Sign Regulations (LASR) will comply with all regulations.



0 1000 2000
ft

Print Date: 9/21/2021

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.

LASR AMENDMENT PARCELS:
P.L.N. No. 09-34-300-032-0000 (PARCEL 1) - PART OF LOT 1 OF DES PLAINES CASINO FIRST AMENDED RESUBDIVISION
P.L.I.N. No. 09-34-300-045-0000 (PARCEL 1) - PART OF LOT 1 OF DES PLAINES CASINO FIRST AMENDED RESUBDIVISION
P.L.I.N. No. 09-34-300-045-0000 (PARCEL 2) - PART OF LOT 1 OF DES PLAINES CASINO FIRST AMENDED RESUBDIVISION
P.L.I.N. No. 09-34-300-047-0000 (PARCEL 2) - LOT 3 OF DES PLAINES CASINO RESUBDIVISION

PLAT OF SURVEY

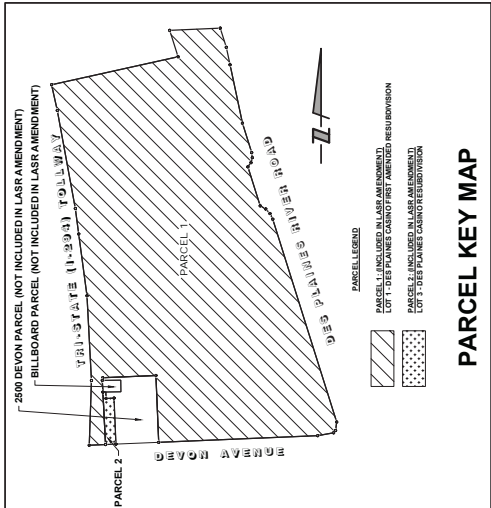
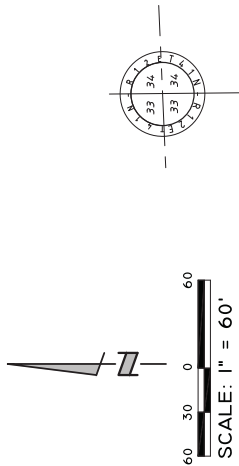
OF

PARCEL 1 (OWNERSHIP ENTITY #1 - MIDWEST GAMING & ENTERTAINMENT, LLC):
[THIS PARCEL IS INCLUDED IN THE DES PLAINES CASINO LASR AMENDMENT]

LOT 1 IN DES PLAINES CASINO FIRST AMENDED RESUBDIVISION, IN THE SOUTH-EAST 1/4 OF SECTION 34 AND THE SOUTH-EAST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED THEREOF RECORDED MARCH 4, 2020 AS DOCUMENT 2006445310, N COOK COUNTY, ILLINOIS

PARCEL 2 (OWNERSHIP ENTITY #2 - DEVON PARCEL LLC):
[THIS PARCEL IS INCLUDED IN THE DES PLAINES CASINO LASR AMENDMENT]

LOT 3 IN DES PLAINES CASINO RESUBDIVISION IN THE SOUTH-EAST 1/4 OF SECTION 33 AND THE SOUTH-WEST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 3, 2010 AS DOCUMENT 1030731045, N COOK COUNTY, ILLINOIS



PARCEL LEGEND
PARCELS INCLUDED IN LASR AMENDMENT
LOT 1 - DES PLAINES CASINO FIRST AMENDED RESUBDIVISION
LOT 3 - DES PLAINES CASINO RESUBDIVISION

PARCEL KEY MAP

AREA SUMMARY TABLE FOR LASR AMENDMENT PARCELS:

PARCELS INCLUDED IN DES PLAINES CASINO LASR AMENDMENT	
PARCEL 1	985,559 SF 19,874 AC
PARCEL 2	5,901 SF 0.135 AC
TOTAL	871,700 SF 20,012 AC

Surveyor's Notes:

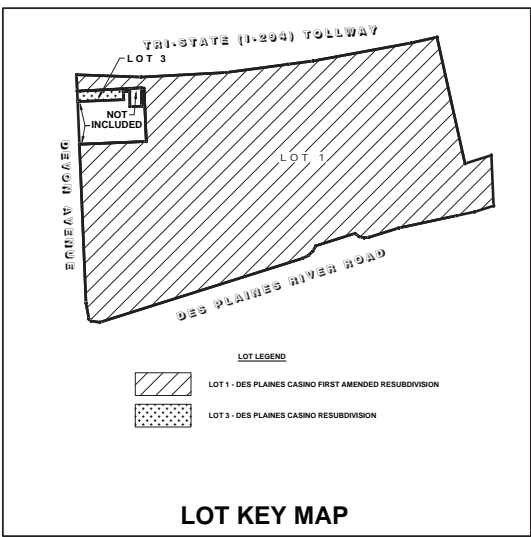
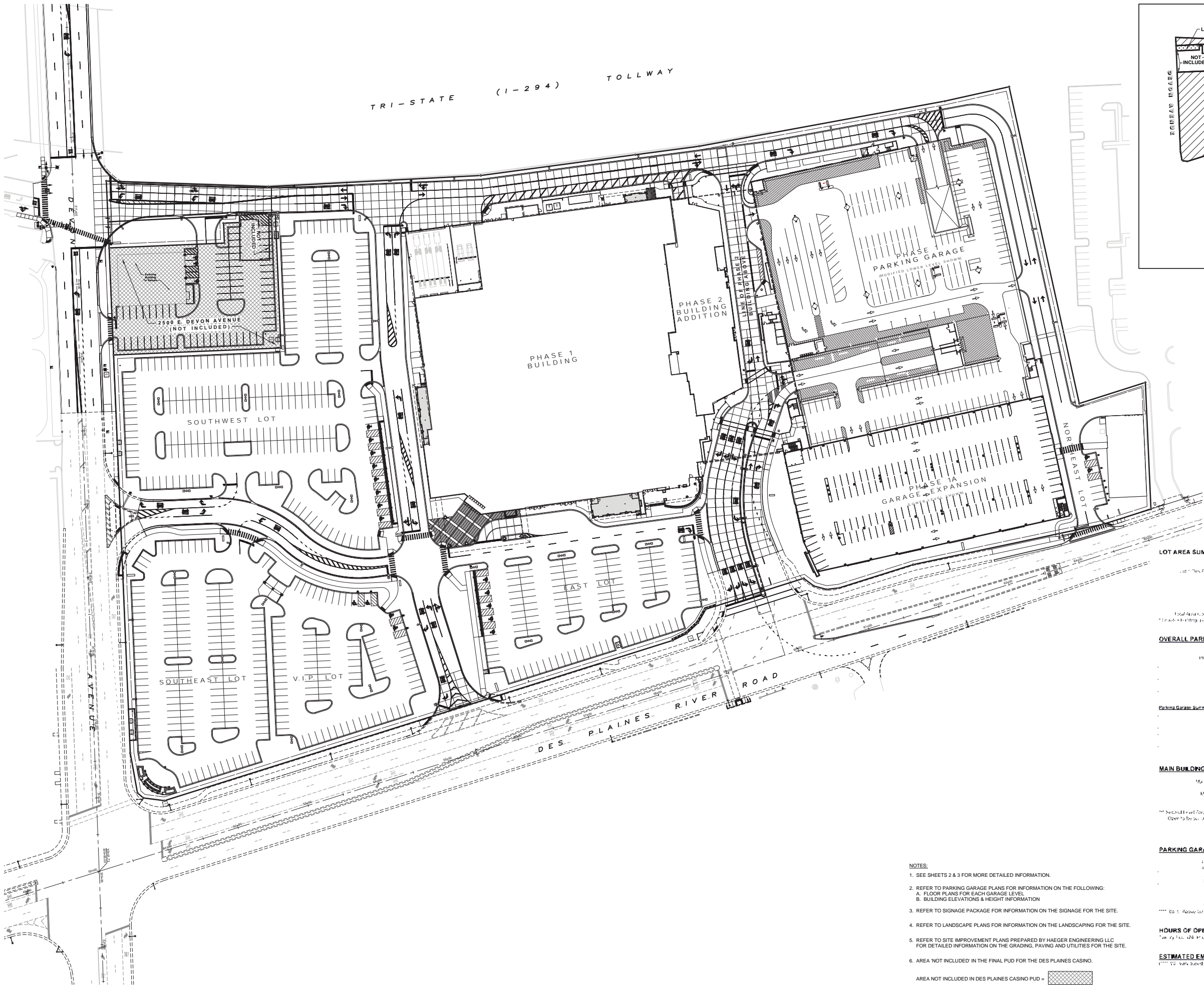
- Field work was completed on March 26, 2021
- The basis of bearing shown hereon is based on the Des Plaines Casino Resubdivision, Recorder November 3, 2010 as Doc No 1030731045, Des Plaines Casino First Amended Resubdivision Recorder March 4, 2020 as Doc No 2006445020 and the 2000 Devon Avenue Resubdivision as Recorded November 3, 2010 as Doc No 1030731045
- Surveying point markers are not shown hereon
- No Easements are shown on this plat

State of Illinois)
County of Cook)
This professional service conforms to the current laws minimum standards for a boundary survey
Schaumburg, Illinois
August 12, 2021

By: *[Signature]*
Illinois Professional Land Surveyor No. 3095
MAEGER ENGINEERING LLC
Professional Design Firm No. 154-00152
Consulting Engineers and Land Surveyors
100 E. State Parkway #173
Schaumburg, IL 60196
Tel: 847-394-5800 Fax: 847-394-6602



EXPIRES 11-30-22



LOT AREA SUMMARY:

Lot	Area (Acres)	Area (Sq. Ft.)
Lot 1 - Des Plaines Casino First Amended Resubdivision	14.874	640,869
Lot 3 - Des Plaines Casino Resubdivision	2.125	92,125
Total Area	16.999	732,994

OVERALL PARKING SUMMARY:

Category	Number of Spaces	Area (Sq. Ft.)
Phase 1 Garage (New Garage Plans & Existing)	2,230	48,230
Phase 1A Garage Expansion	175	4,000
Phase 1 Parking Garage	1,160	25,800
Southwest Lot	240	5,400
Southeast Lot	40	900
Total	4,805	107,330

Parking Garage Summary (Refer to Parking Structure Floor Plans for Additional Information):

Category	Number of Spaces	Area (Sq. Ft.)
Phase 1 Garage	1,160	25,800
Phase 1A Garage Expansion	175	4,000
Phase 1 Parking Garage	404	9,000
Southwest Lot	240	5,400
Southeast Lot	40	900
Total	2,220	49,100

MAIN BUILDING AREA & HEIGHT SUMMARY:

Category	Area (Sq. Ft.)
Main Building Ground Level Total Area	163,044
Main Building Second Level Total Area	2,100
Main Building Third Level Total Area	69,875
Main Building Fourth Level Total Area	8,181
Main Building Total Area	243,100

PARKING GARAGE AREA & HEIGHT SUMMARY:

Category	Area (Sq. Ft.)
Parking Garage Ground Level Total Area	151,814
Parking Garage Second Level Total Area	181,280
Parking Garage Third Level Total Area	151,215
Parking Garage Fourth Level Total Area	17,745
Parking Garage Total Area	502,154

HOURS OF OPERATION:

See site plan for hours of operation.

ESTIMATED EMPLOYEE SUMMARY:

Estimated employee count based on site plan and other information.

NOTES:

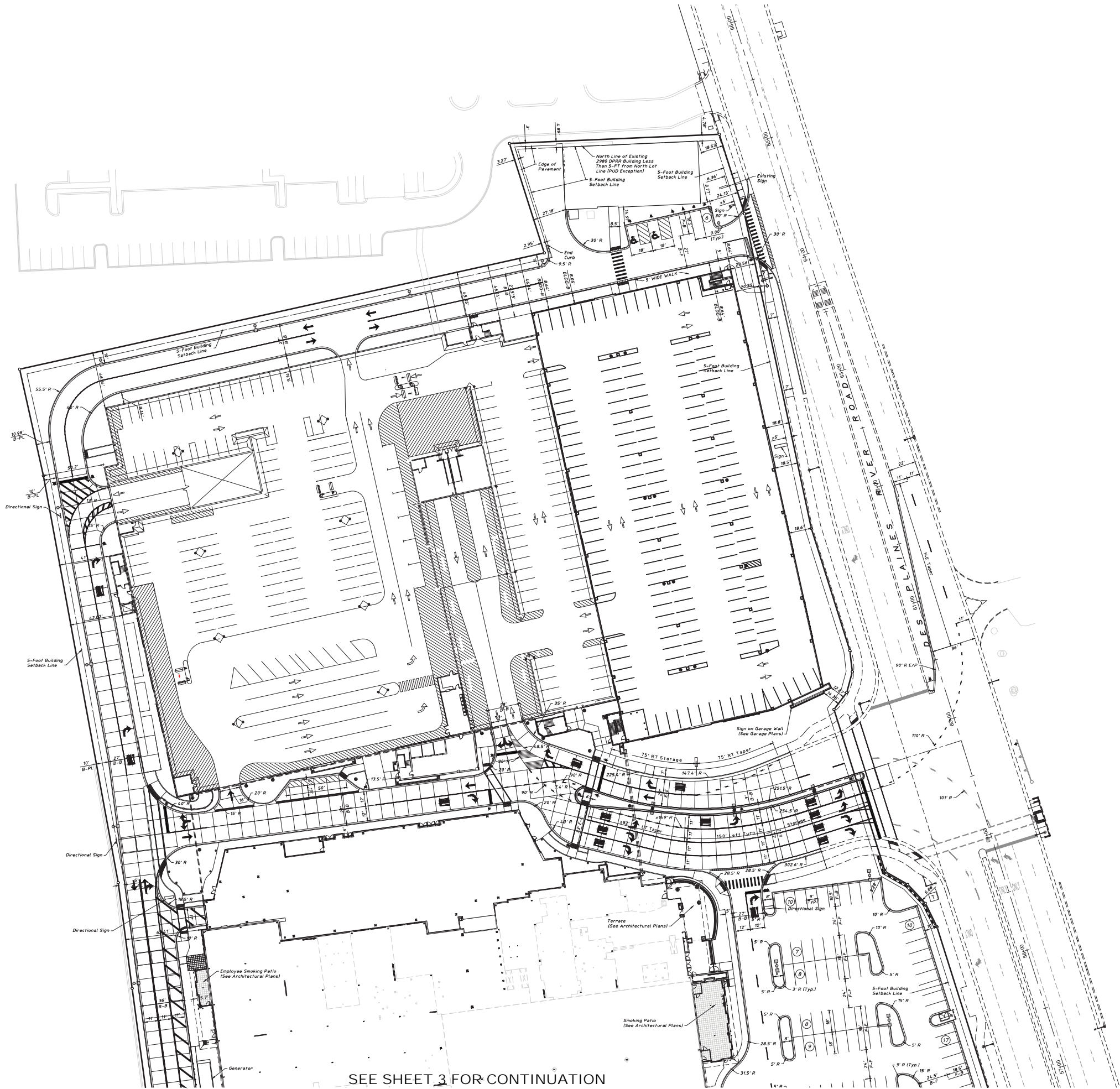
- SEE SHEETS 2 & 3 FOR MORE DETAILED INFORMATION.
- REFER TO PARKING GARAGE PLANS FOR INFORMATION ON THE FOLLOWING:
A. FLOOR PLANS FOR EACH GARAGE LEVEL
B. BUILDING ELEVATIONS & HEIGHT INFORMATION
- REFER TO SIGNAGE PACKAGE FOR INFORMATION ON THE SIGNAGE FOR THE SITE.
- REFER TO LANDSCAPE PLANS FOR INFORMATION ON THE LANDSCAPING FOR THE SITE.
- REFER TO SITE IMPROVEMENT PLANS PREPARED BY HAEGER ENGINEERING LLC FOR DETAILED INFORMATION ON THE GRADING, PAVING AND UTILITIES FOR THE SITE.
- AREA NOT INCLUDED IN THE FINAL PUD FOR THE DES PLAINES CASINO.

AREA NOT INCLUDED IN DES PLAINES CASINO PUD = [Cross-hatch pattern]

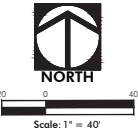
HAEGER ENGINEERING
consulting engineers • land surveyors
100 East State Parkway, Schaumburg, IL 60173 • Tel: 847.394.6600 Fax: 847.394.6608
Illinois Professional Design Firm License No. 184-000352
www.haegerengineering.com

**OVERALL SITE PLAN
(60 SCALE)**
**DES PLAINES CASINO
FINAL PUD AMENDMENT**
2980 & 3000 S. DES PLAINES RIVER ROAD, DES PLAINES, ILLINOIS

Project Manager: T A S
Engineer: P A C
Date: 01/22/2021
Project No: 12127-PUD
Sheet: 1/3



- NOTES:
1. SEE SHEET 1 FOR THE OVERALL PLAN.
 2. REFER TO PARKING GARAGE PLANS FOR INFORMATION ON THE FOLLOWING:
A. FLOOR PLANS FOR EACH GARAGE LEVEL
B. BUILDING ELEVATIONS & HEIGHT INFORMATION
 3. REFER TO SIGNAGE PACKAGE FOR INFORMATION ON THE SIGNAGE FOR THE SITE.
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**SITE PLAN - NORTH
(40 SCALE)**

**DES PLAINES CASINO
FINAL PUD AMENDMENT**
2980 & 3000 S. DES PLAINES RIVER ROAD, DES PLAINES, ILLINOIS

Project Manager: T A S
Engineer: P A C
Date: 01/22/2021
Project No. 12127-PUD
Sheet 2 / 3

Site Plan & Lower Level Change Modifications for Hotel/Drive-Off in Lower Level of Garage

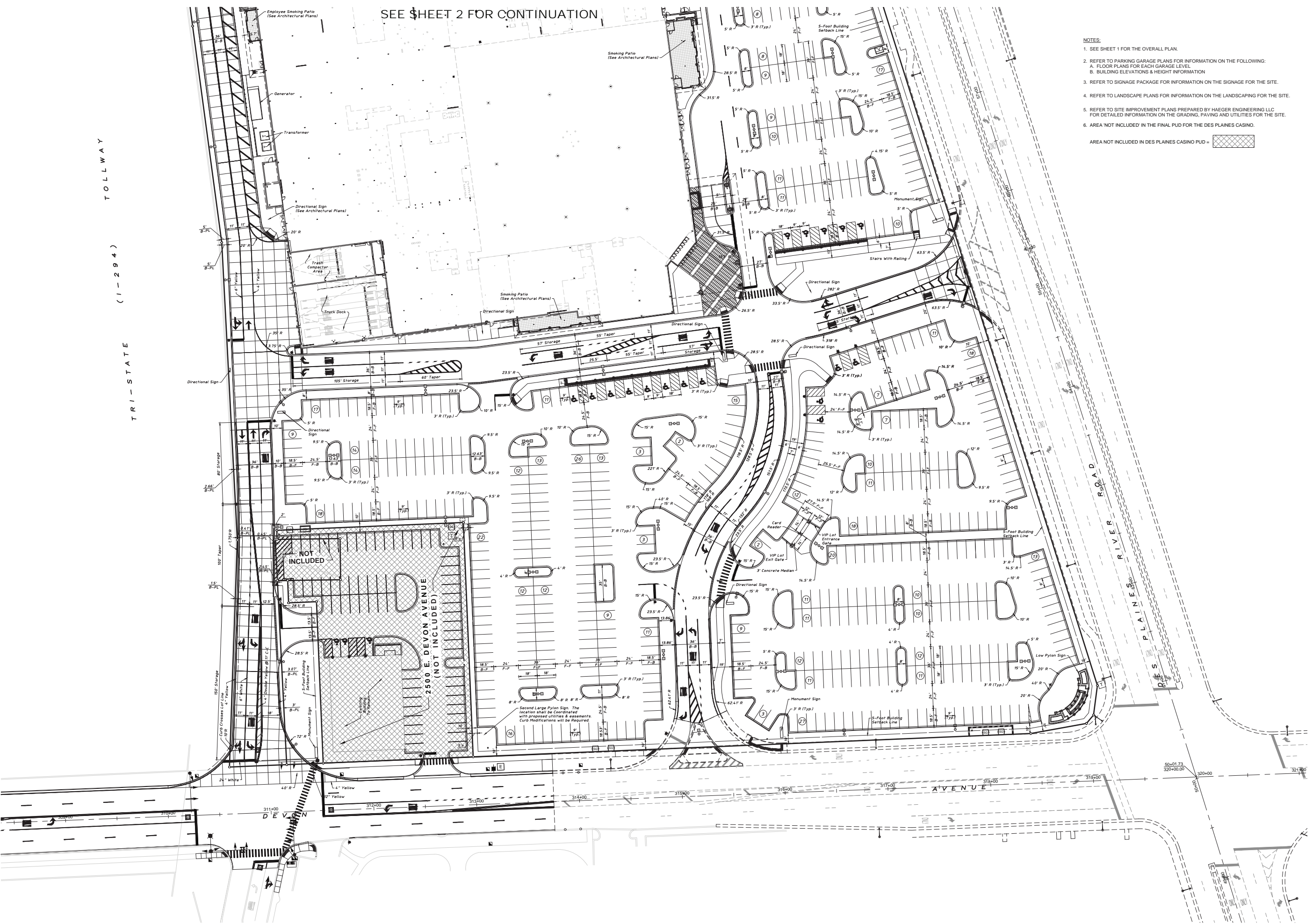
03/03/2021

Date

No.

1

Revision



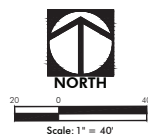
- NOTES:
- SEE SHEET 1 FOR THE OVERALL PLAN.
 - REFER TO PARKING GARAGE PLANS FOR INFORMATION ON THE FOLLOWING:
A. FLOOR PLANS FOR EACH GARAGE LEVEL
B. BUILDING ELEVATIONS & HEIGHT INFORMATION
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 - AREA NOT INCLUDED IN THE FINAL PUD FOR THE DES PLAINES CASINO.

AREA NOT INCLUDED IN DES PLAINES CASINO PUD = [Cross-hatch pattern]

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Illinois Professional Design Firm License No. 184-003152
www.haegerengineering.com

**SITE PLAN - SOUTH
(40 SCALE)**
**DES PLAINES CASINO
FINAL PUD AMENDMENT**
2980 & 3000 S. DES PLAINES RIVER ROAD, DES PLAINES, ILLINOIS

Project Manager: T A S
Engineer: P A C
Date: 01/22/2021
Project No: 12127-PUD
Sheet: 3 / 3



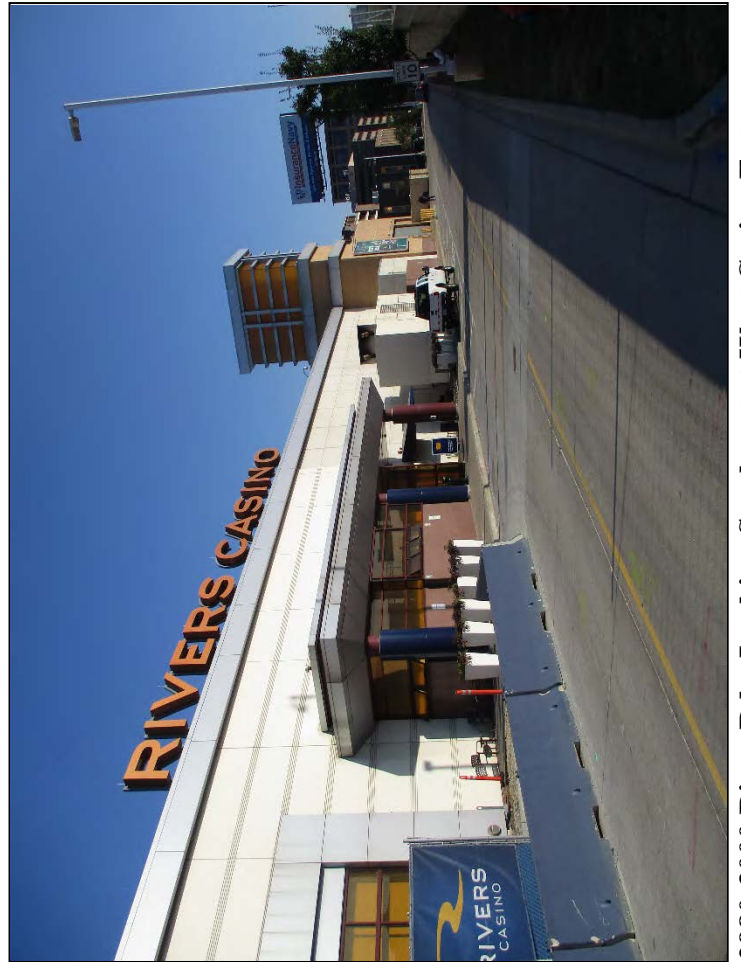
Site Plan & Lower Level Grange Modifications for Hotel/Drive-Off in Lower Level of Garage
03/03/2021
Date
1
No.



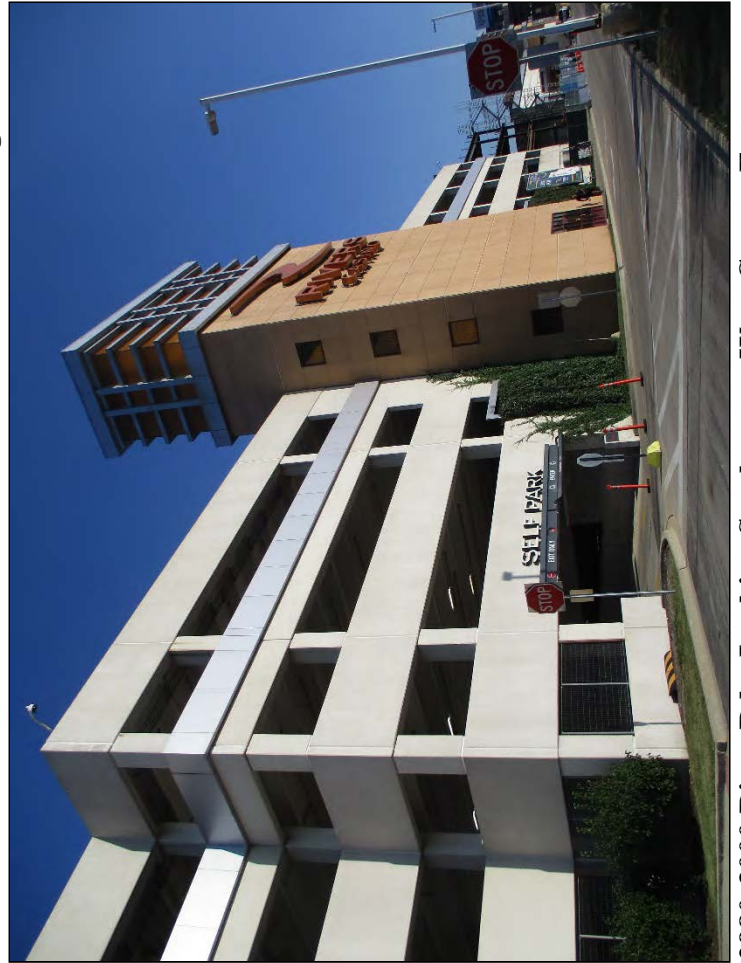
2980-3000 River Rd – Public Notice at East Casino Entrance



2980-3000 River Rd – Public Notice at North Office Building



2980-3000 River Rd – Looking Southeast at West Casino Entrance



2980-3000 River Rd – Looking Southeast at West Garage Entrance



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

September 30, 2021

Mayor Goczkowski and Des Plaines City Council, CITY OF DES PLAINES

Subject: Planning and Zoning Board, 2980-3000 River Road, 20-040-CU LASR (6th Ward)

RE: Consideration of a Conditional Use Amendment for an existing Localized Alternative Sign Regulation (LASR)

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board met on September 28, 2021 to consider a Conditional Use Amendment to the existing LASR to replace 15 existing static signs, replace one existing LED sign, add 20 new static signs, and add eight new LED signs on the existing casino site.

1. The petitioner and project team provided a detailed presentation regarding the proposed amendments to the existing sign package on site. The project team expressed that the sign package amendments are being requested to improve wayfinding and update branding for the casino, which is currently undergoing construction to expand the casino building and provide additional services for its patrons. One project member mentioned that the parking garage was recently expanded to accommodate the additional parking required by the casino building expansion and that the sign package amendments are the next step in the casino's phased plans. He provided a brief overview of the types of static signs—focused around wayfinding and circulation—and LED signs—focused around improved identification of the casino complex—that were slated to be replace or added on the subject property.
2. The Planning and Zoning Board Members expressed concerns regarding the existing LED sign facing the River Road/Devon Avenue intersection and asked if the LED sign replacement will meet the lighting requirements by code. The petitioner's project team responded that the LED sign replacement in this location will comply with all required IDOT and City of Des Plaines standards.
3. The Community and Economic Development Department summarized the staff report and recommended three conditions if the PZB sought approval of the request.
4. No members of the public spoke on this request.
5. The Planning and Zoning Board *recommended* (5-0) that the City Council *approve* the requests with the three conditions found in the staff report.

Respectfully submitted,

A handwritten signature in black ink, reading 'Paul Saletnik'.

Paul Saletnik,
Des Plaines Planning and Zoning Board, Acting Chairman

Cc: City Officials/Aldermen
Attachment 7

Case 21-037-CU	110 S River Road	Conditional Use
Case 21-039-V	2071 Pine Street	Variation
Case 21-040-CU-LASR	2980-3000 S River Road	Conditional Use/LASR
Case 20-041-MAP-TSUB-V	2805-2845 Mannheim Road	Map Amend/Maj Var/Tent Plat
Case 20-042-TA-V	2805-2845 Mannheim Road	Text Amendment/Maj Variation

September 28, 2021

Page 16

3. Address: 2980-3000 S. River Road

**Case Number: 21-040-CU-LASR
Public Hearing**

The petitioner is requesting to amend a Conditional Use for a Localized Alternative Sign Regulation (LASR) as required by Section 12-11-8 of the Zoning Ordinance at 2980-3000 S. River Road, commonly known as Rivers Casino, and the approval of any other variations, waivers, and zoning relief as may be necessary.

PINs: 09-34-300-032-0000; 09-34-300-045-0000; 09-34-300-046-0000; and 09-34-300-047-0000
Petitioner: Midwest Gaming & Entertainment LLC, 900 M. Michigan Ave, Suite 1600, Chicago, IL 60611
Owner: Midwest Gaming & Entertainment LLC, 900 M. Michigan Ave, Suite 1600, Chicago, IL 60611

Acting Chairman Saletnik swore in the Petitioners for the case; Michael Tobin, Todd Schaeffer and Chris Wong.

Mr. Wong provided a detailed overview of the sign plan amendment request. The request includes static signs and LED signs, each broken into three categories; existing sign, new sign and existing sign to be replaced. Additional sign elevation information and sign type/listing are included in the informational packet.

Acting Chairman Saletnik asked if the Board had any questions.

Member Catalano asked if there was information on the amount of new sign square footage versus the total sign square footage; Planner Stytz referred to the informational packet tables, number of existing square footage versus new square footage is not available at this time. Planner Stytz stated that the new sign square footage, LED and static, is approximately 6,000 square feet.

Acting Chairman Saletnik asked Mr. Wong to provide additional information on sign 54, the LED sign at the intersection, regarding illumination and safety concerns. Mr. Wong stated that the sign currently exists, and any improvements will need to meet or exceed timing and lumen standards per the Department of Transportation (DOT) and City code.

Acting Chairman Saletnik asked if there were any questions or comments from the audience. There were no comments.

Acting Chairman Saletnik asked that the Staff Report entered into record. Planner Stytz provided a summary of the following report:

Case 21-037-CU	110 S River Road	Conditional Use
Case 21-039-V	2071 Pine Street	Variation
Case 21-040-CU-LASR	2980-3000 S River Road	Conditional Use/LASR
Case 20-041-MAP-TSUB-V	2805-2845 Mannheim Road	Map Amend/Maj Var/Tent Plat
Case 20-042-TA-V	2805-2845 Mannheim Road	Text Amendment/Maj Variation

September 28, 2021

Page 17

Issue: The petitioner is requesting a Conditional Use Amendment for an existing Localized Alternative Sign Regulation (LASR) under Sections 12-3-4 and 12-11-8 of the Zoning Ordinance to allow for an increase in signage on the property located at 2980-3000 S. River Road.

Address: 2980-3000 S. River Road

Owner: Gregory A. Carlin, Midwest Gaming & Entertainment, LLC,
900 N. Michigan Avenue, Suite 1600, Chicago, IL 60611

Petitioner: Michael Tobin, Midwest Gaming & Entertainment, LLC
900 N. Michigan Avenue, Suite 1600, Chicago, IL 60611

Case Number: 21-040-LASR CU

PINs: 09-34-300-032; -045; -046; & -047

Ward: 6, Alderman Malcolm Chester

Existing Zoning: C-6, Casino District

Existing Land Use: Casino, Parking Garage, Office Building, and Surface Parking

Surrounding Zoning: North: C-2, Limited Office Commercial District
South: D, Commercial (Village of Rosemont)
East: P-1, Public Land District (Cook County)
West: C-7, High Density Campus District

Surrounding Land Use: North: Multi-Unit Office Building (Commercial)
South: Hotel / Restaurants (Commercial)
East: Recreation
West: Multi-Unit Office Building (Commercial)

Street Classification: River Road and Devon Avenue are classified as minor arterials.

Comprehensive Plan: The Comprehensive Plan illustrates the site as commercial.

Project Description: The applicant, Michael Tobin on behalf of Midwest Gaming & Entertainment, has requested a Conditional Use Amendment for an existing LASR to allow for increased signage on the property located at 2980-3000 S. River Road. The existing property contains a 140,363-square-foot casino building, a four-story parking garage with a pedestrian bridge connecting from the second level of the garage to the casino building, and a two-story office building with a surface parking lot. A casino expansion is underway that will result in an approximately 225,000-square-foot building with an expanded number of gaming positions (from 1,200 to 2,000), as well as an enlarged parking structure (now 3,063 total

Case 21-037-CU	110 S River Road	Conditional Use
Case 21-039-V	2071 Pine Street	Variation
Case 21-040-CU-LASR	2980-3000 S River Road	Conditional Use/LASR
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September 28, 2021

Page 18

parking spaces). The two-story expansion of the casino building has led to new gaming space, a small food and beverage outlet, and a more than 10,000-square-foot multipurpose event area, with associated back-of-house areas.

With all lots combined, the property encompasses 20.017 acres in land area. This request comes after the previous two Planned Unit Development Major Amendment requests to expand the existing parking garage (approved December 2, 2019 through Ordinance Z-33-19) and expand the existing casino building (approved March 15, 2021 through Ordinance Z-31-21) to accommodate necessary floor area and parking for the expansion. The most currently approved LASR was embedded into the approval of Ordinance Z-33-19. Pursuant to Section 12-11-8 of the Zoning Ordinance, Planned Unit Developments may establish a LASR plan via a conditional use for their property subject to review and approval from the Planning and Zoning Board pursuant to the procedures for conditional uses.

The existing building and site as a whole currently contain a variety of different building and freestanding signage ranging from directional to video signs with a total count of 95 signs, as shown in the Sign Plan Amendment (Attachment 6). However, the petitioner is requesting to add 20 new static signs, replace 15 existing static signs, add eight new LED signs, and replace one existing LED sign totaling 28 new signs altogether:

- **Static Signs:** The new static signs consist of identity, directional, and clearance bar signs proposed at and around vehicle/pedestrian entrances/access drives and bus stop/rideshare pickup/drop-off areas. The existing static signs to be replaced are directional signs to assist motorists and pedestrians in navigating the property.
- **LED Signs:** The new LED signs consist of identification signs positioned in high visible areas to attract motorists and pedestrians to the property. There is one new LED sign proposed for the east elevation facing the main entrance. However, the remainder of the new LED signs are located on the west elevation facing I-294. The existing LED sign at the northwest corner of the River Road/Devon Avenue intersection is the only LED sign being replaced as part of this request.

All proposed signage is shown below. The Project Narrative and Sign Plan Amendment provide additional information.

Case 21-037-CU	110 S River Road	Conditional Use
Case 21-039-V	2071 Pine Street	Variation
Case 21-040-CU-LASR	2980-3000 S River Road	Conditional Use/LASR
Case 20-041-MAP-TSUB-V	2805-2845 Mannheim Road	Map Amend/Maj Var/Tent Plat
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September 28, 2021

Page 19

Static Signs*		
Sign Type	Location	Area of Signage
Window Vinyl	South Office Building Façade at 2980 River Rd	168 SF
Wall - Identity	Northeast Property Entrance	6 SF
Clearance Bars x 3	Northwest Property Entrance	5 SF each
Directional x 2 (Valet/Self-Park)	Near East Property Entrance (Overhead)	11 SF each
Wall - Identity	Near East Property Entrance	419 SF
Directional – Vehicle x 2	Near East Property Entrance (Wall Mounted)	97 SF
Wall – Parking Entrance	Parking Garage – North Entrance	53 SF
Wall – Valet Drop-off	East Casino Entrance (covered drop-off area)	11 SF (one-sided)
Wall – Bus/Valet Drop-off x 2	East Casino Entrance (covered drop-off area)	24 SF (two-sided)
Directional – Vehicle x 2	Southeast & Northeast Property Entrances	75 SF each
Directional – Pedestrian x 2	Northeast Property Entrance	29 SF each
Wall – Bus Drop-off x 2	East Casino Entrance (covered drop-off area)	10 SF each
Directional – Pedestrian x 2	Northwest Property / North Garage Entrances	29 SF each
Directional – Pedestrian	Far Northeast Access Drive Entrance	29 SF
	TOTAL	1,125 SF
LED Signs*		
Sign Type	Location	Area of Signage
LED Video Wall	West Building Façade (#6)	426 SF
LED Video Wall	West Building Façade (#8)	426 SF
LED Video Wall	West Building Façade (#73)	884 SF
LED Video Wall	East Building Façade (#74)	1,535 SF
LED Video Wall	West Building Façade (#75)	455 SF
LED Video Wall	West Building Façade (#17)	319 SF
LED Video Wall	West Building Façade (#15)	310 SF
LED Video Wall	West Building Façade (#16)	588 SF
	TOTAL	4,943 SF
GRAND TOTAL		6,068 SF

Case 21-037-CU	110 S River Road	Conditional Use
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September 28, 2021

Page 20

****Sign requests are proposed for the property at 3000 S. River Road unless otherwise noted. See Sign Plan Amendment for more information.***

Compliance with the Comprehensive Plan

There are several parts of the City of Des Plaines' 2019 Comprehensive Plan that align with the proposed project. Those portions are as follows:

- Under Future Land Use Map:
 - The property is identified for commercial use. The casino complex will be able to increase visibility and take advantage of existing, well-traveled public roadways, such as I-294, with the approval of the amended LASR request.
- Under Economic Development:
 - The Comprehensive Plan recognizes the economic vitality of the subject property and its benefit to the surrounding area. The existing development of this site provides additional revenue, job opportunities, and services for the region as a whole and continues development trends already established in this area.

While the aforementioned bullet points are only a small portion of the Comprehensive Plan, there is a large emphasis on developing and enhancing our commercial corridors. This casino complex is adding additional services for the community and further enhancing the River Road corridor. The proposed signage will assist in the continued promotion of the existing development for residents and visitors while also potentially attracting new development proposals in the future.

Conditional Use Findings: Conditional Use requests are subject to the standards set forth in Section 12-3-4(E) of the Des Plaines Zoning Ordinance. In reviewing these standards, staff has the following comments:

1. **The proposed Conditional Use is in fact a Conditional Use established within the specific Zoning district involved:**
Comment: A Localized Alternative Sign Regulation is a Conditional Use, as specified in Section 12-11-8 of the 1998 City of Des Plaines Zoning Ordinance, as amended. Please see the Petitioner's responses for Conditional Uses.
2. **The proposed Conditional Use is in accordance with the objectives of the City's Comprehensive Plan:**
Comment: The use of the site is a casino, which consists of large casino building, surface and covered parking areas, and office building. The development of the subject property and its location in close proximity to I-294 allows for expanded commercial development opportunities. The proposed signage for the site is intended to help further identify the casino complex and assist both residents and visitors alike in navigating the site. Please see the Petitioner's responses for Conditional Uses.

Case 21-037-CU	110 S River Road	Conditional Use
Case 21-039-V	2071 Pine Street	Variation
Case 21-040-CU-LASR	2980-3000 S River Road	Conditional Use/LASR
Case 20-041-MAP-TSUB-V	2805-2845 Mannheim Road	Map Amend/Maj Var/Tent Plat
Case 20-042-TA-V	2805-2845 Mannheim Road	Text Amendment/Maj Variation

September 28, 2021

Page 21

3. **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 Conditional Use for a Localized Alternative Sign Regulation requests additional signage to assist in the identification of the casino complex and help both residents and visitors navigate the property. The petitioner has designed the sign plan to match the character of the apartment complex building and blend with the existing character of the development within the surrounding area. Please see the Petitioner's responses for Conditional Uses.

4. **The proposed Conditional Use is not hazardous or disturbing to existing neighboring uses:**

Comment: The proposed signs are not hazardous or disturbing to the existing neighboring uses. All signs will meet all required performance standards as outlined in Section 12-11-6(B) of the Zoning Ordinance. Please see the Petitioner's responses for Conditional Uses.

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, agencies responsible for establishing the Conditional Use shall provide adequately any such services:**

Comment: The proposed signs have no effect on essential public facilities and services. Please see the Petitioner's responses for Conditional Uses.

6. **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 proposed signs would not create a burden on public facilities, nor would they be a detriment to the economic well-being of the community. The signs are intended to share information and help customers safely and easily access the site. Please see the Petitioner's responses for Conditional Uses.

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:**

Comment: The proposed signs will not create additional traffic or noise that could be detrimental to surrounding land uses. Please see the Petitioner's responses for Conditional Uses.

8. **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 signs will not create an interference with traffic on surrounding public thoroughfares but rather establish building identification for both motorists and pedestrians. Please see the Petitioner's responses for Conditional Uses.

Case 21-037-CU	110 S River Road	Conditional Use
Case 21-039-V	2071 Pine Street	Variation
Case 21-040-CU-LASR	2980-3000 S River Road	Conditional Use/LASR
Case 20-041-MAP-TSUB-V	2805-2845 Mannheim Road	Map Amend/Maj Var/Tent Plat
Case 20-042-TA-V	2805-2845 Mannheim Road	Text Amendment/Maj Variation

September 28, 2021

Page 22

9. 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 new signs would not cause the destruction, loss, or damage of any natural, scenic or historic features of major importance. The signs will be used to enhance a site that has already been developed. Please see the Petitioner's responses for Conditional Uses.

10. The proposed Conditional Use complies with all additional regulations in the Zoning Ordinance specific to the Conditional Use requested:

Comment: All signs do comply with setback requirements as stated in the Zoning Ordinance. Please see the Petitioner's responses for Conditional Uses.

PZB Procedure and Recommended Conditions: Under Section 12-3-4(D) (Procedure for Review and Decision for Conditional Uses) of the Zoning Ordinance, the PZB has the authority to recommend that the City Council approve, approve subject to conditions, or deny the above-mentioned conditional use amendment for a LASR at 2980-3000 S. River Road. City Council has final authority on the proposal.

Consideration of the request should be 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 Zoning Ordinance. If the PZB recommends and City Council ultimately approves the request, staff recommends the following conditions:

1. A three-foot landscape bed in all directions be provided at the base of all freestanding signs, per the standards set forth in Section 12-11-4(G). This landscaping shall be comprised of low-lying evergreen shrubs, perennials, and annuals.
2. That structural design plans shall be provided for all signage at time of permit.
3. The applicant shall provide sight line analysis for vehicle-to-vehicle sightlines and vehicle-to-pedestrian/bicycle sightlines showing that the sign position does not intrude upon the AASHTO Green Book sight triangles for the freestanding signs proposed along the roadway driveways and site access drives. The location of the freestanding signs may have to be slightly adjusted at the time of building permit review to comply with AASHTO site triangle clearance.

Acting Chairman Saletnik asked if there were any questions or comments from the audience. There were no comments.

A motion was made by Board Member Hofherr, seconded by Board Member Catalano, is requesting a Conditional Use Amendment for an existing Localized Alternative Sign Regulation (LASR) under Sections 12-3-4 and 12-11-8 of the Zoning Ordinance to allow for an increase in signage on the property located at 2980-3000 S. River Road, with the three conditions: (1) a three-foot landscape bed in all directions be provided at the base of all freestanding signs, per the standards set forth in Section 12-11-4(G). This landscaping shall be comprised of low-lying evergreen shrubs, perennials, and annuals; (2) that structural design plans shall be provided for all signage at time of permit; (3) The applicant shall provide sight line analysis for vehicle-to-vehicle sightlines and vehicle-to-pedestrian/bicycle sightlines showing that the sign position does not intrude upon the AASHTO Green Book sight triangles for the freestanding

Case 21-037-CU	110 S River Road	Conditional Use
Case 21-039-V	2071 Pine Street	Variation
Case 21-040-CU-LASR	2980-3000 S River Road	Conditional Use/LASR
Case 20-041-MAP-TSUB-V	2805-2845 Mannheim Road	Map Amend/Maj Var/Tent Plat
Case 20-042-TA-V	2805-2845 Mannheim Road	Text Amendment/Maj Variation

September 28, 2021

Page 23

signs proposed along the roadway driveways and site access drives, the location of the freestanding signs may have to be slightly adjusted at the time of building permit review to comply with AASHTO site triangle clearance.

AYES: Hofherr, Catalano, Fowler, Veremis, Saletnik

NAYES: None

ABSTAIN: None

*****MOTION CARRIED UNANIMOUSLY*****

CITY OF DES PLAINES

ORDINANCE Z - 54 - 21

**AN ORDINANCE APPROVING AN AMENDMENT TO A
CONDITIONAL USE FOR A LOCAL ALTERNATIVE SIGN
REGULATION FOR 2980-3000 RIVER ROAD, DES
PLAINES, ILLINOIS (CASE #21-040-CU LASR).**

WHEREAS, Midwest Gaming & Entertainment, LLC (“*Applicant*”) is the owner of that certain real property located at 2980-3000 River Road, Des Plaines, Illinois (“*Parcel 1*”); and

WHEREAS, Devon Parcel, LLC (“*Parcel 2 Owner*”) is the owner of that certain real property known as Parcel No. 2 and legally described in Section 2 of this Ordinance (“*Parcel No. 2*”)(collectively, Parcel No. 1 and Parcel No. 2 are the “*Subject Property*”); and

WHEREAS, the Subject Property has been developed and is currently improved with the Rivers Casino development, which includes a 140,363-square-foot casino building, which is authorized to expand to 223,840 square feet pursuant to Ordinance No. Z-32-19; a five-story parking garage; an administrative office; and associated surface parking lots (collectively, “*Casino Complex*”); and

WHEREAS, the Subject Property is located in the City’s C-6 Casino District (“*C-6 District*”); and

WHEREAS, the Casino Complex was developed pursuant to and in accordance with a series of Ordinances and Resolutions adopted by the City Council between 2010 and 2011, which granted the Applicant and the Parcel 2 Owner, amongst other relief, the following relief from the City’s Zoning Ordinance and Subdivision Ordinance: (i) a Conditional Use for a Planned Unit Development (Ordinance Z-12-10, as modified by Ordinances Z-27-10, Z-33-19, and Z-31-21); (ii) a Final Plat of Subdivision for 3000 River Road (R-68-10, as modified by R-143-10); and (iii) a Text Amendment to allow Office uses in the C-6 district (Ordinance Z-32-19)(collectively, (i) through (iii) are the “*Prior Approvals*”); and

WHEREAS, in addition to the Prior Approvals, on March 15, 2010, the City Council adopted Ordinance No. Z-6-10, which granted a conditional use for a local alternative sign regulation for the Subject Property, which conditional use was subsequently amended by Ordinance No. Z-11-11, Ordinance No. Z-14-11, and Z-33-19 (collectively, the “*LASR*”); and

WHEREAS, the Applicant, with consent from the Parcel 2 Owner, has applied to the City of Des Plaines for approval of an amendment to the LASR (“*LASR Amendment*”) to allow the installation of the 28 new and replacement signs listed on *Exhibit A*, attached to and, by this reference, made a part of this Ordinance (“*Proposed Signs*”); and

WHEREAS, the Applicant’s application for the LASR Amendment 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 after the date of the Applicant's application, a public hearing was held by the PZB on September 28, 2021, pursuant to notice published in the *Journal & Topics* on September 8, 2021; and

WHEREAS, notice of the public hearing was mailed to all owners of property located within 300 feet of the Subject Property; and

WHEREAS, during the public hearing, the PZB heard competent testimony and received evidence with respect to how the Applicant intended to satisfy and comply with the applicable provisions of the Zoning Ordinance; and

WHEREAS, pursuant to Section 12-3-5 of the Zoning Ordinance, the PZB filed a written report with the City Council on September 30, 2021, summarizing the testimony and evidence received by the Board and stating the Board's recommendation, by a vote of 5-0, to approve the Applicant's application for the LASR Amendment with conditions; and

WHEREAS, the Applicant made certain representations to the PZB with respect to the LASR Amendment, which representations are hereby found by the City Council to be material and upon which the City Council relies in approving this request for the LASR Amendment, subject to certain terms and conditions; and

WHEREAS, the City Council has considered the written report of the PZB, together with the applicable standards for map amendments and planned unit developments set forth in the Zoning Ordinance, and the Community and Economic Development Staff Memorandum dated September 21, 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 Applicant's application for the LASR Amendment 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:

PARCEL 1:

LOT 1 IN DES PLAINES CASINO FIRST AMENDED RESUBDIVISION, IN THE SOUTHEAST 1/4 OF SECTION 33 AND THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2020 AS DOCUMENT 2006445070, IN COOK COUNTY, ILLINOIS.

PINs: 09-34-300-032, 09-34-300-045, and 09-34-300-046

Commonly Known As: 2980-3000 Des Plaines River Road

PARCEL 2:

LOT 3 IN DES PLAINES CASINO RESUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 33 AND THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 3, 2010 AS DOCUMENT 1030731045, IN COOK COUNTY, ILLINOIS.

PIN: 09-34-300-047

SECTION 3. APPROVAL OF LASR AMENDMENT. Subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 8 of this Ordinance, the City Council hereby approves the LASR Amendment for the Subject Property, which authorizes new and replacement ground and wall signs for the Subject Property as depicted in that certain Sign Plan Amendment prepared by Selbert Perkins Design Collaborative, consisting of 31 sheets, and dated September 7, 2021 (“*Amended Signage Plan*”), a copy of which is attached to, and by this reference made a part of, this Ordinance as *Exhibit B*. The Amended 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. All provisions of the Prior Approvals not amended by this grant of approval shall remain in full force and effect.

SECTION 4. CONDITIONS OF APPROVAL. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Ordinance and the Subdivision Ordinance, and any other rights that the Applicant and the Parcel 2 Owner may have, the approvals granted in Section 3 of this Ordinance are subject to and contingent upon compliance with each and all of the following conditions, restrictions, limitations, and provisions:

{00122710.2}

A. Compliance with Law and Regulations. The development, use, operation, and maintenance of the Subject Property must comply with all applicable City codes and ordinances, as the same have been or may be amended from time to time, including the Prior Approvals and the LASR, 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 or Director of Public Works and Engineering (for matters within their respective permitting authorities) in accordance with all applicable City standards, the development, use, operation, and maintenance of the Proposed Signs and the Subject Property must comply with the Amended Signage Plan.

C. Additional Conditions. The development, use, and maintenance of the Subject Property shall be subject to and contingent upon the following conditions:

1. Freestanding Signs Foundational Landscaping. A three-foot landscape bed in all directions must be provided at the base of all freestanding signs in accordance with the standards set forth in Section 12-11-4(G). This landscaping shall be comprised of low-lying evergreen shrubs, perennials, and annuals.
2. Structural Design Plans. Structural design plans must be provided for all of the Proposed Signs at time of sign permit application.
3. Sight Triangles. The Applicant must provide sight line analysis for vehicle-to-vehicle sightlines and vehicle-to-pedestrian/bicycle sightlines showing that the freestanding signs proposed along the roadway driveways and site access drives do not intrude upon the AASHTO Green Book sight triangles. The location of the freestanding signs may have to be adjusted at the time of building permit review to comply with AASHTO site triangle clearance.

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 Applicant and the Parcel 2 Owner and their respective personal representatives, successors, and assigns, including, without limitation, subsequent purchasers and owners of the Subject Property.

SECTION 6. FAILURE TO COMPLY WITH CONDITIONS.

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 \$75.00 or more than seven hundred and \$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 Applicant or the Parcel 2 Owner 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 approvals granted by 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 12-4-7 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-6 District. Further, in the event of such revocation, the City Manager and the City's General Counsel are hereby authorized and directed

{00122710.2}

to bring such zoning enforcement action as may be appropriate under the circumstances. The Applicant and the Parcel 2 Owner acknowledge that public notices and hearings have been held with respect to the adoption of this Ordinance, have considered the possibility of the revocation provided for in this Section, and agree 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 12-4-7 of the Zoning Ordinance is provided to the Applicant and the Parcel 2 Owner.

SECTION 7. AMENDMENTS. Any amendment to any provision of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance.

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.

SECTION 9. EFFECTIVE DATE. This Ordinance will be effective only upon the occurrence of the following events:

- A. Passage by the City Council in the manner required by law;
- B. Publication in pamphlet form in the manner required by law;
- C. The filing with the City Clerk by the Applicant and the Parcel 2 Owner of an unconditional agreement and consent in substantially the form attached to and, by this reference, made a part of this Ordinance as **Exhibit C**, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance, and demonstrating the Applicant's and the Parcel 2 Owner's consent to its recordation;

- E. At Applicant's sole cost and expense, the recordation of this Ordinance, together with such exhibits as the City Clerk deems appropriate for recordation, with the office of the

{00122710.2}

Recorder of Cook County.

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 Conditional Use Amendment for existing LASR

Static Signs*		
Sign Type	Location	Area of Signage
Window Vinyl	South Office Building Façade at 2980 River Rd	168 SF
Wall - Identity	Northeast Property Entrance	6 SF
Clearance Bars x 3	Northwest Property Entrance	5 SF each
Directional x 2 (Valet/Self-Park)	Near East Property Entrance (Overhead)	11 SF each
Wall - Identity	Near East Property Entrance	419 SF
Directional – Vehicle x 2	Near East Property Entrance (Wall Mounted)	97 SF
Wall – Parking Entrance	Parking Garage – North Entrance	53 SF
Wall – Valet Drop-off	East Casino Entrance (covered drop-off area)	11 SF (one-sided)
Wall – Bus/Valet Drop-off x 2	East Casino Entrance (covered drop-off area)	24 SF (two-sided)
Directional – Vehicle x 2	Southeast & Northeast Property Entrances	75 SF each
Directional – Pedestrian x 2	Northeast Property Entrance	29 SF each
Wall – Bus Drop-off x 2	East Casino Entrance (covered drop-off area)	10 SF each
Directional – Pedestrian x 2	Northwest Property / North Garage Entrances	29 SF each
Directional – Pedestrian	Far Northeast Access Drive Entrance	29 SF
	TOTAL	1,125 SF
LED Signs*		
Sign Type	Location	Area of Signage
LED Video Wall	West Building Façade (#6)	426 SF
LED Video Wall	West Building Façade (#8)	426 SF
LED Video Wall	West Building Façade (#73)	884 SF
LED Video Wall	East Building Façade (#74)	1,535 SF
LED Video Wall	West Building Façade (#75)	455 SF
LED Video Wall	West Building Façade (#17)	319 SF
LED Video Wall	West Building Façade (#15)	310 SF
LED Video Wall	West Building Façade (#16)	588 SF
	TOTAL	4,943 SF
GRAND TOTAL		6,068 SF

**Sign requests are proposed for the property at 3000 S. River Road unless otherwise noted. See Sign Plan Amendment for more information.*



RIVERS CASINO DES PLAINES

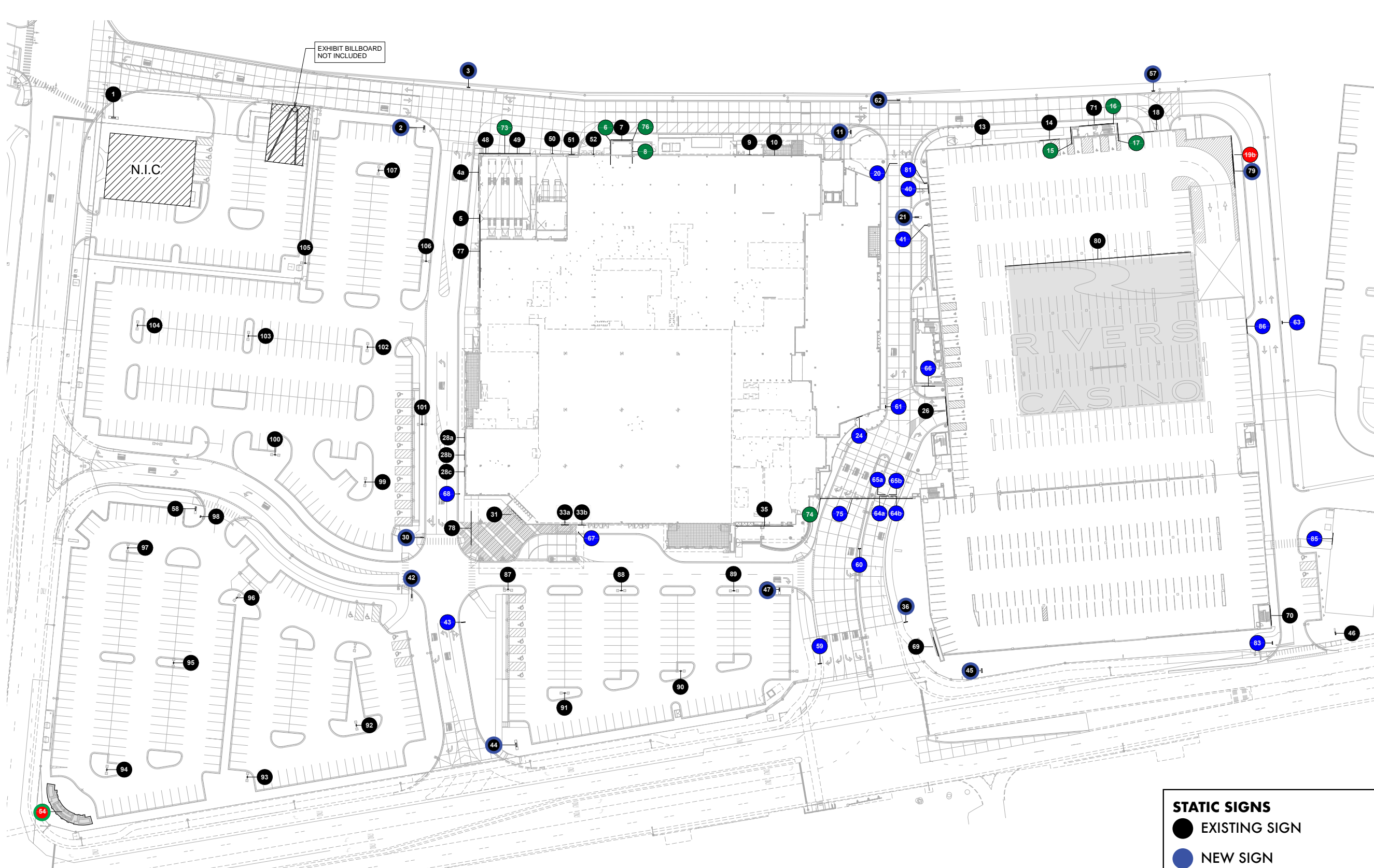
SIGN PLAN AMENDMENT

7 SEPTEMBER, 2021

prepared by:



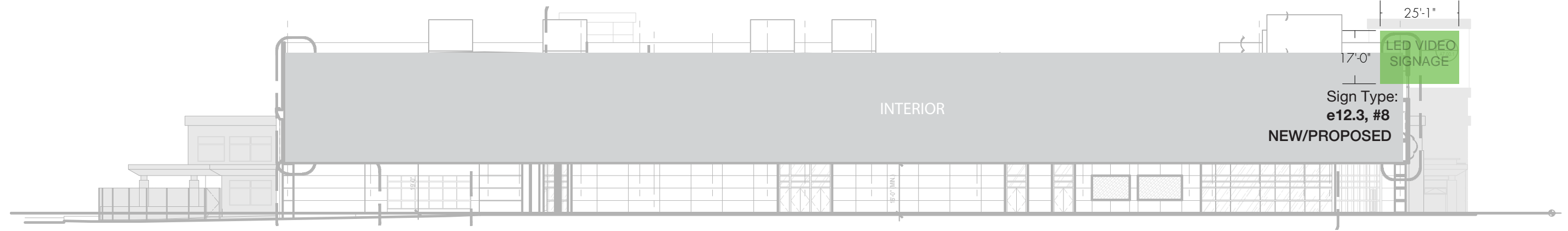
selbert perkins design collaborative
2 North Riverside Plaza, Suite 1475
Chicago, IL 60606
(312) 876 1839



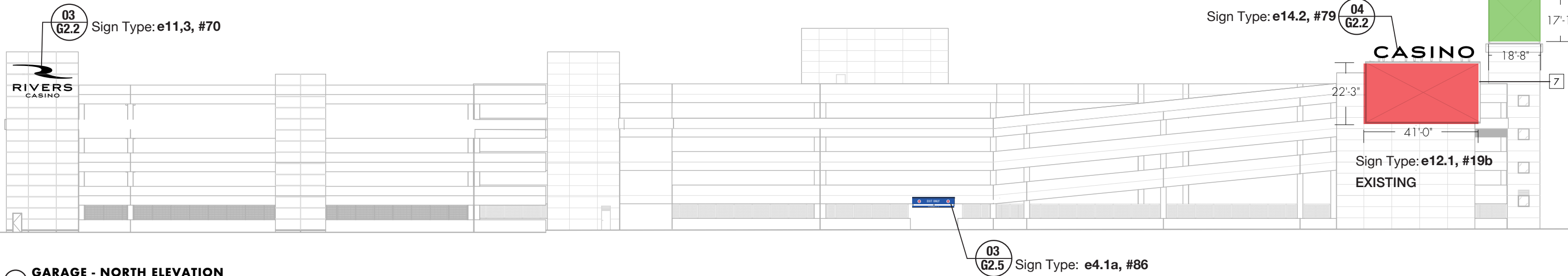
MARK	TYPE	DESCRIPTION	Status
1	B1	VEHICLE DIRECTION - PRIMARY	EXISTING TO BE REPLACED
2	B2	VEHICLE DIRECTION - SECONDARY	EXISTING TO BE REPLACED
3	B3	PEDESTRIAN DIRECTION- TERTIARY	EXISTING TO BE REPLACED
4a	#12.1	DIGITAL PRINTED MURAL	EXISTING SIGN
5	#8.1	DURATRANS LIGHTBOX	EXISTING SIGN
6	#12.3	LED VIDEO SIGNAGE	NEW- LED SIGN
7	#12.2	DIGITAL PRINTED MURAL	EXISTING SIGN
8	#12.3	LED VIDEO SIGNAGE	NEW- LED SIGN
9	#11.2	FLAT CUTOUT TYPE (EMPLOYEE ENTRY)	EXISTING SIGN
10	#14.2	INTERNALLY ILLUMINATED TYPE (CASINO NAME)	EXISTING SIGN
11	B2	VEHICLE DIRECTION - SECONDARY	EXISTING TO BE REPLACED
13	#12.2	DIGITAL PRINTED MURAL	EXISTING SIGN
14	#12.2	DIGITAL PRINTED MURAL	EXISTING SIGN
15	#12.3	LED VIDEO SIGNAGE	NEW- LED SIGN
16	#12.3	LED VIDEO SIGNAGE	NEW- LED SIGN
17	#12.3	LED VIDEO SIGNAGE	NEW- LED SIGN
18	#4.1	ILLUMINATED PARKING SIGN	EXISTING SIGN
19b	#12.1	LED MONITOR	EXISTING- LED SIGN
20	D81	CLEARANCE BAR	NEW SIGN
21	B2	VEHICLE DIRECTION - SECONDARY	EXISTING TO BE REPLACED
24	A10	BUILDING IDENTITY - PRIMARY	NEW SIGN
26	#4.1	ILLUMINATED PARKING SIGN	EXISTING SIGN
28a	#8.1	DURATRANS LIGHTBOX	EXISTING SIGN
28b	#8.1	DURATRANS LIGHTBOX	EXISTING SIGN
28c	#8.1	DURATRANS LIGHTBOX	EXISTING SIGN
30	B2	VEHICLE DIRECTION - SECONDARY	EXISTING TO BE REPLACED
31	#6.1	FLAT CUTOUT TYPE (CASINO NAME)	EXISTING SIGN
33a	#8.1	DURATRANS LIGHTBOX	EXISTING SIGN
33b	#8.1	DURATRANS LIGHTBOX	EXISTING SIGN
35	#14.2	INTERNALLY ILLUMINATED TYPE (CASINO NAME)	EXISTING SIGN
36	B2	VEHICLE DIRECTION - SECONDARY	EXISTING TO BE REPLACED
40	A30	VALET IDENTITY	NEW SIGN
41	A32	BUS DROP IDENTITY	NEW SIGN
42	B2	VEHICLE DIRECTION - SECONDARY	EXISTING TO BE REPLACED
43	B2	VEHICLE DIRECTION - SECONDARY	NEW SIGN
44	B1	VEHICLE DIRECTION - PRIMARY	EXISTING TO BE REPLACED
45	B1	VEHICLE DIRECTION - PRIMARY	EXISTING TO BE REPLACED
46	B3	PEDESTRIAN DIRECTION- TERTIARY	EXISTING TO BE REPLACED
47	B2	VEHICLE DIRECTION - SECONDARY	EXISTING TO BE REPLACED
48	#6.1	FLAT CUTOUT TYPE	EXISTING SIGN
49	#6.1	FLAT CUTOUT TYPE	EXISTING SIGN
50	#6.1	FLAT CUTOUT TYPE	EXISTING SIGN
51	#6.1	FLAT CUTOUT TYPE	EXISTING SIGN
52	#7.1	F.E.C SIGN	EXISTING SIGN
54	A5	MONUMENT SIGN - PRIMARY	EXISTING- LED SIGN TO BE REPLACED
57	B3	PEDESTRIAN DIRECTION- TERTIARY	EXISTING TO BE REPLACED
58	B2	VEHICLE DIRECTION - SECONDARY	EXISTING TO BE REPLACED
59	B2	VEHICLE DIRECTION - SECONDARY	NEW SIGN
60	B3	PEDESTRIAN DIRECTION- TERTIARY	NEW SIGN
61	B3	PEDESTRIAN DIRECTION- TERTIARY	NEW SIGN
62	B3	PEDESTRIAN DIRECTION- TERTIARY	EXISTING TO BE REPLACED
63	B3	PEDESTRIAN DIRECTION- TERTIARY	NEW SIGN
64a	B80	VEHICLE DIRECTIONAL - OVERHEAD	NEW SIGN
64b	B80	VEHICLE DIRECTIONAL - OVERHEAD	NEW SIGN
65a	D81	CLEARANCE BAR	NEW SIGN
65b	D81	CLEARANCE BAR	NEW SIGN
66	B10	DIRECTION WALL MOUNTED	NEW SIGN
67	A34	RIDE SHARE IDENTITY	NEW SIGN
68	A35	BUS DROP OFF IDENTITY	NEW SIGN
69	#11.3	IDENTITY LETTERS	EXISTING SIGN
70	#11.3	IDENTITY LETTERS	EXISTING SIGN
71	#11.3	IDENTITY LETTERS	EXISTING SIGN
73	#12.3	LED VIDEO SIGNAGE	NEW- LED SIGN
74	#12.3	LED VIDEO SIGNAGE	NEW- LED SIGN
75	A01	BUILDING IDENTITY	NEW SIGN
76	#12.3	LED VIDEO SIGNAGE	NEW- LED SIGN
77	#14.2	INTERNALLY ILLUMINATED TYPE (CASINO NAME)	EXISTING SIGN
78	#14.2	INTERNALLY ILLUMINATED TYPE (CASINO NAME)	EXISTING SIGN
79	#14.2	INTERNALLY ILLUMINATED TYPE (CASINO NAME)	EXISTING SIGN
80	E1	ROOF PAINTED SIGN	EXISTING SIGN
81	A14	VALET BLADE IDENTITY	NEW SIGN
83	B3	PEDESTRIAN DIRECTION- TERTIARY	NEW SIGN
84	B3	PEDESTRIAN DIRECTION- TERTIARY	DELETED
85	E2	VINYL IDENTITY	NEW SIGN
86	#4.1a	ILLUMINATED PARKING SIGN	NEW SIGN
87	A80	LIGHT POLE SIGN	EXISTING SIGN
88	A80	LIGHT POLE SIGN	EXISTING SIGN
89	A80	LIGHT POLE SIGN	EXISTING SIGN
90	A80	LIGHT POLE SIGN	EXISTING SIGN
91	A80	LIGHT POLE SIGN	EXISTING SIGN
92	A80	LIGHT POLE SIGN	EXISTING SIGN
93	A80	LIGHT POLE SIGN	EXISTING SIGN
94	A80	LIGHT POLE SIGN	EXISTING SIGN
95	A80	LIGHT POLE SIGN	EXISTING SIGN
96	A80	LIGHT POLE SIGN	EXISTING SIGN
97	A80	LIGHT POLE SIGN	EXISTING SIGN
98	A80	LIGHT POLE SIGN	EXISTING SIGN
99	A80	LIGHT POLE SIGN	EXISTING SIGN
100	A80	LIGHT POLE SIGN	EXISTING SIGN
101	A80	LIGHT POLE SIGN	EXISTING SIGN
102	A80	LIGHT POLE SIGN	EXISTING SIGN
103	A80	LIGHT POLE SIGN	EXISTING SIGN
104	A80	LIGHT POLE SIGN	EXISTING SIGN
105	A80	LIGHT POLE SIGN	EXISTING SIGN
106	A80	LIGHT POLE SIGN	EXISTING SIGN
107	A80	LIGHT POLE SIGN	EXISTING SIGN



Exhibit B



1 CASINO BUILDING - NORTH ELEVATION
SCALE: 1/32"=1'-0"



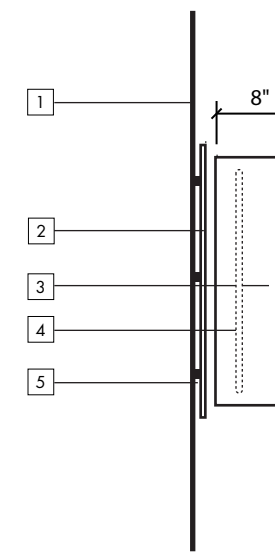
2 GARAGE - NORTH ELEVATION
SCALE: 1/32"=1'-0"

NOTES:

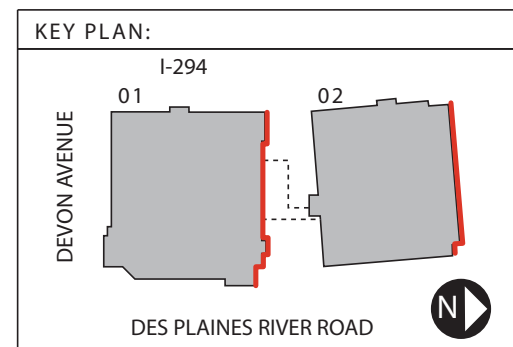
- 1 WALL
- 2 1/2" THK. ALUM. BACKER PAINTED TO PROVIDE CONTRAST WITH BACKGROUND.
- 3 SEAMLESS, STAINLESS STEEL FABRICATED TYPE W/ SATIN GRAIN FINISH.
- 4 WHITE LED'S
- 5 POST MOUNTED OFF BUILDING FACE
- 6 DIGITAL PRINTED MURAL ON EXTERIOR GRADE MATERIAL MOUNTED TO RIGID ALUM EXTRUDED FRAME.
- 7 LARGE FORMAT LED VIDEO SCREEN CHANGABLE PERIDOT GUIDELINES

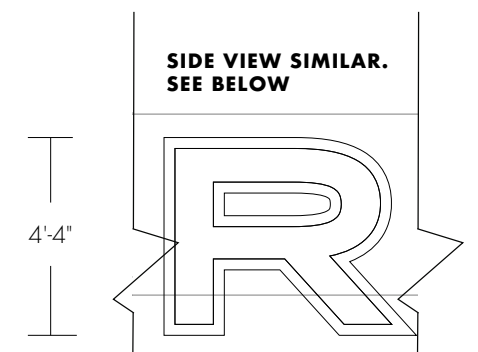
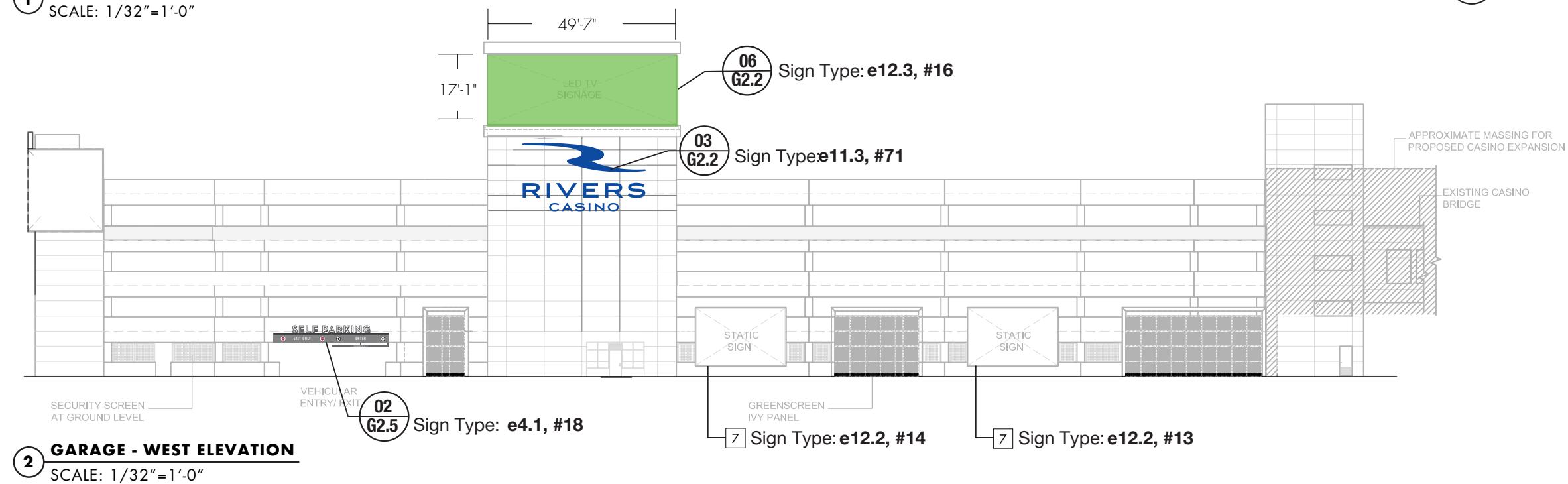
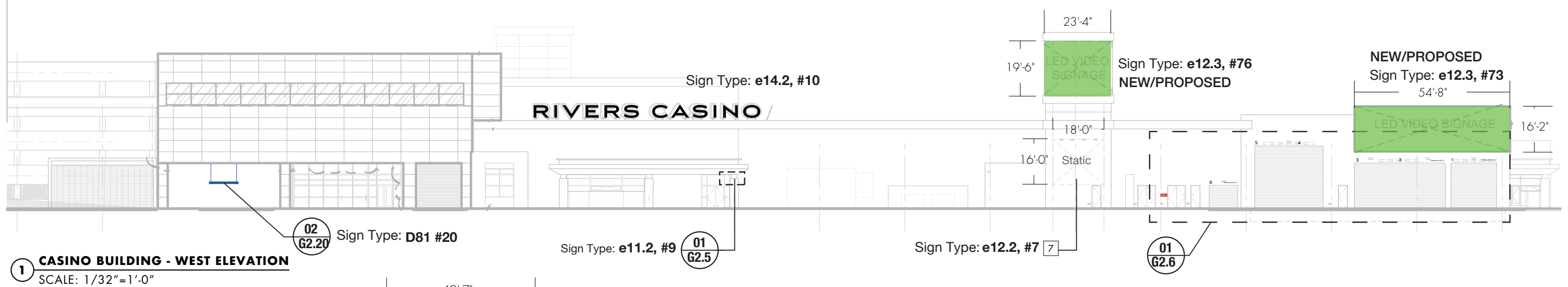


3 ENLARGED ELEVATION WALL MOUNTED TYPE
SCALE: 1/2"=1'-0"



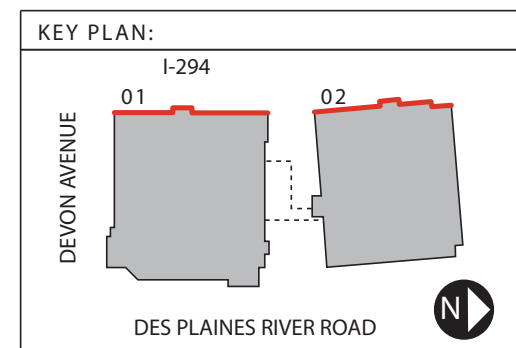
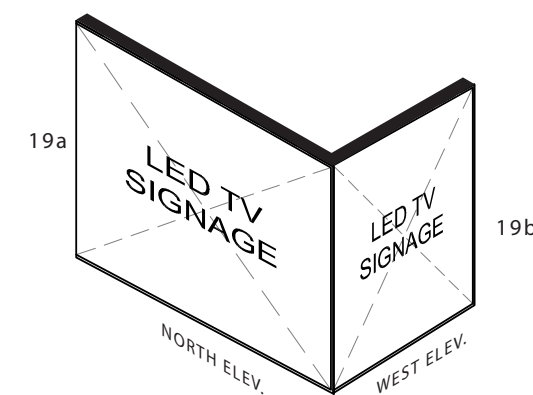
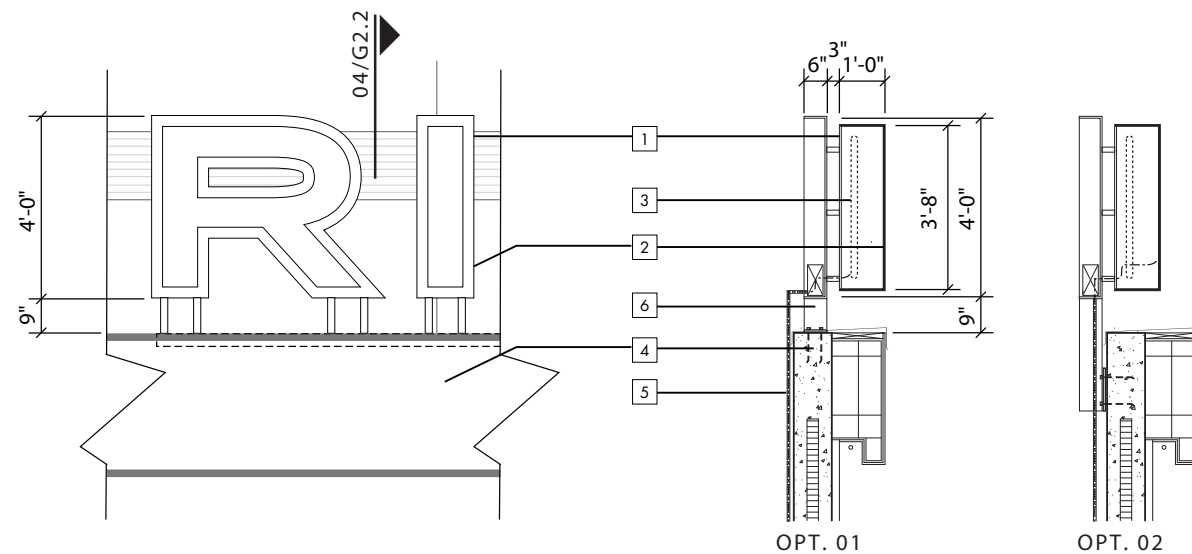
4 ENLARGED ELEVATION WALL MOUNTED TYPE
SCALE: 1/2"=1'-0"

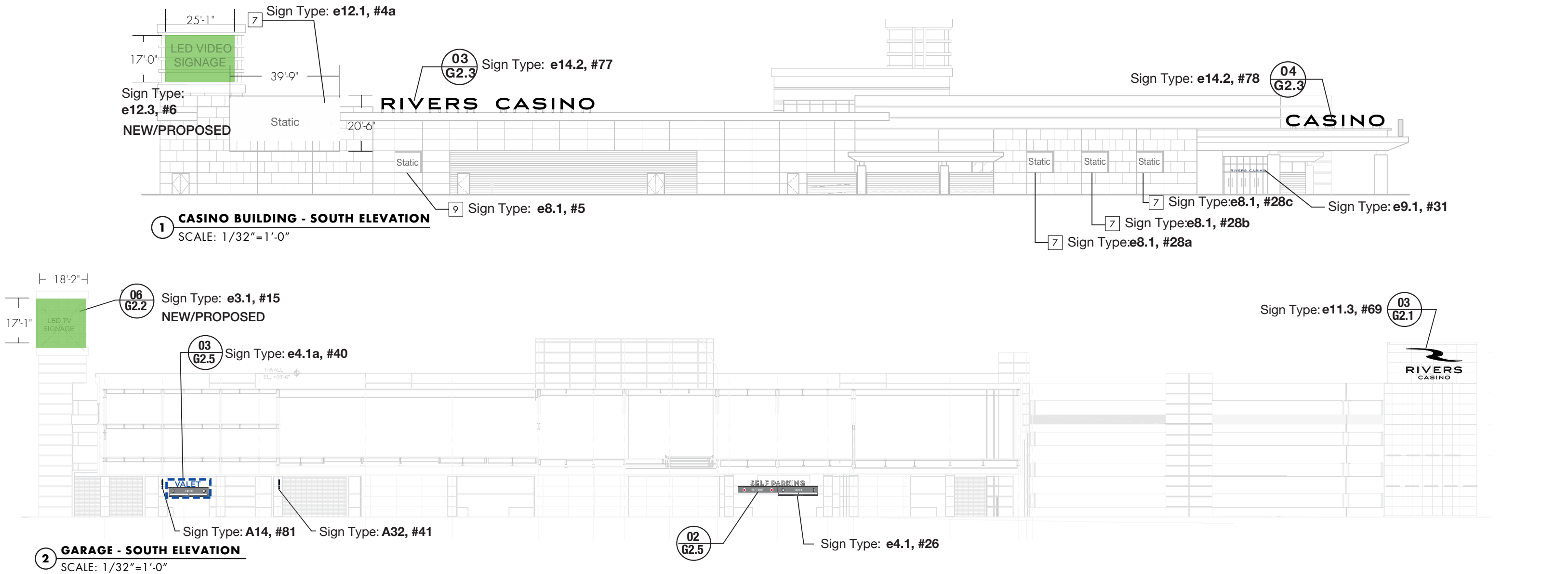




NOTES:

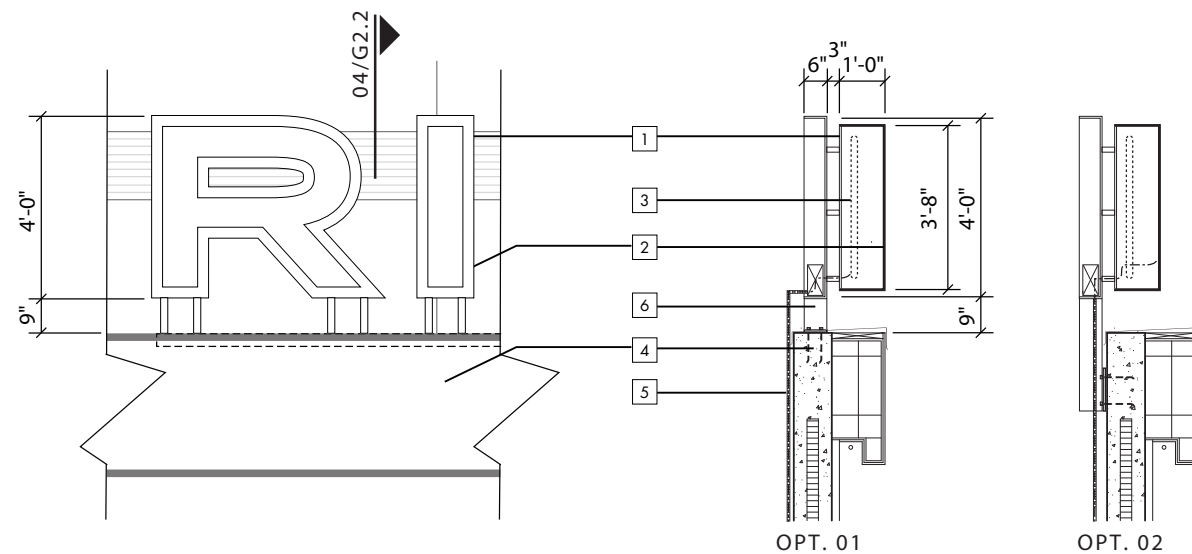
- 1 1/2" THK. ALUM. BACKER PAINTED TO PROVIDE CONTRAST WITH BACKGROUND.
- 2 INTERNALLY ILLUMINATED AND BACK LIT W/ LED, SEAMLESS S.S. FABRICATED TYPE W/ SATIN GRAIN FINISH.
- 3 WHITE LED'S
- 4 BUILDING PARAPET
- 5 CONCEALED POWER
- 6 FABRICATED MTL. ARMATURE W/ POWDER COAT PAINT FINISH
- 7 DIGITAL PRINTED MURAL ON EXTERIOR GRADE MATERIAL MOUNTED TO RIGID ALUM EXTRUDED FRAME. FACE LIT





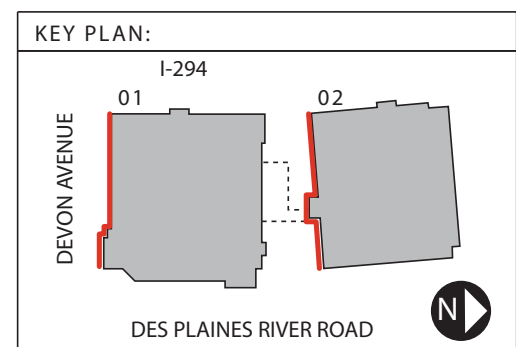
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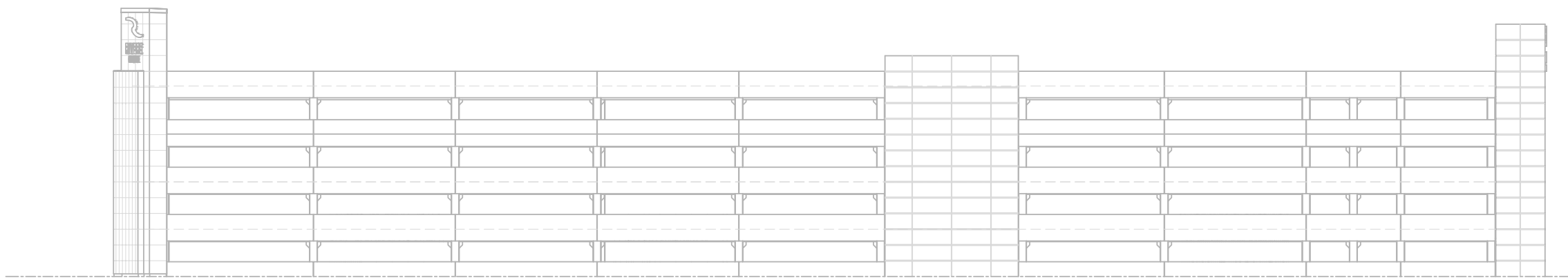
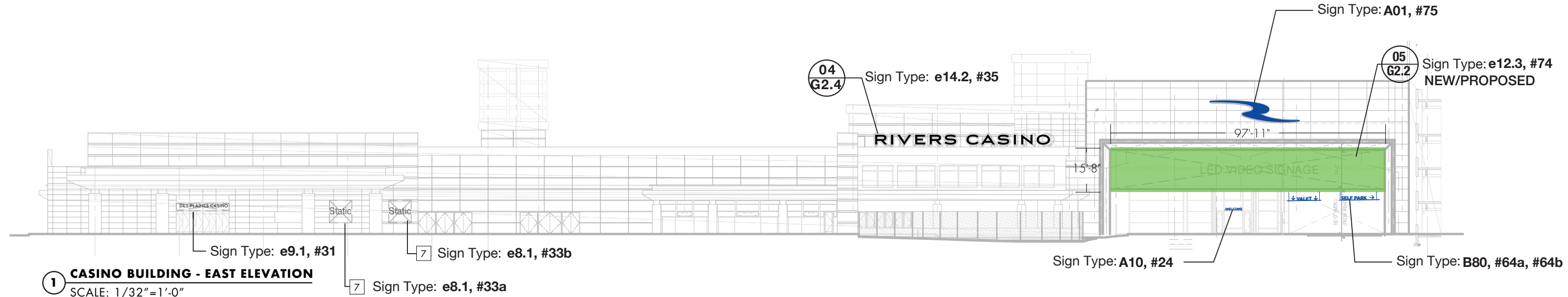
- 1 1/2" THK. ALUM. BACKER PAINTED TO PROVIDE CONTRAST WITH BACKGROUND.
- 2 INTERNALLY ILLUMINATED AND BACK LIT W/ LED, SEAMLESS S.S. FABRICATED TYPE W/ SATIN GRAIN FINISH.
- 3 WHITE LED'S
- 4 BUILDING PARAPET
- 5 CONCEALED POWER
- 6 FABRICATED MTL. ARMATURE W/ POWDER COAT PAINT FINISH
- 7 DIGITAL PRINTED MURAL ON EXTERIOR GRADE MATERIAL MOUNTED TO RIGID ALUM EXTRUDED FRAME. FACE LIT



4 ENLARGED ELEVATION WALL MOUNTED TYPE
SCALE: 1/4"=1'-0"

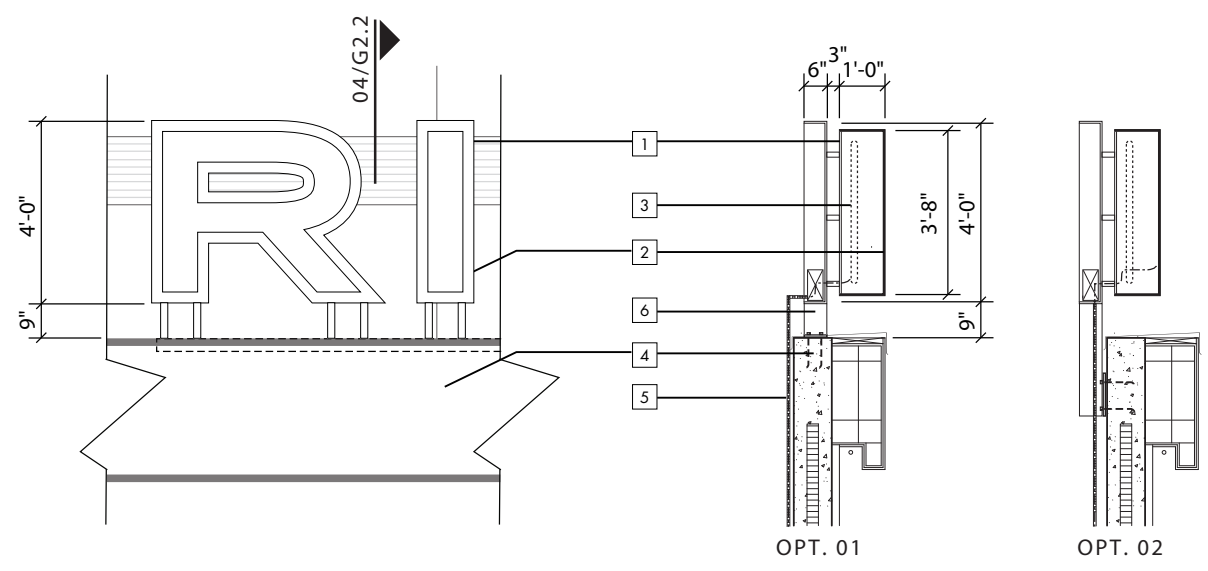
5 ENLARGED ELEVATION WALL MOUNTED TYPE
SCALE: 1/4"=1'-0"





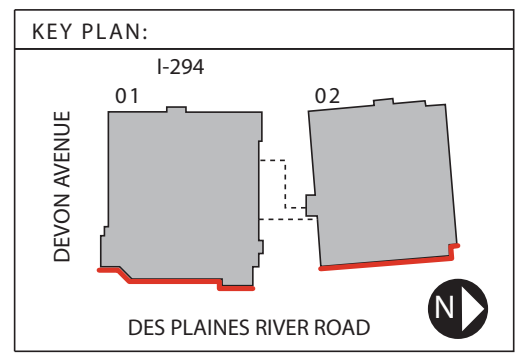
NOTES:

- 1 1/2" THK. ALUM. BACKER PAINTED TO PROVIDE CONTRAST WITH BACKGROUND.
- 2 INTERNALLY ILLUMINATED AND BACK LIT W/ LED, SEAMLESS S.S. FABRICATED TYPE W/ SATIN GRAIN FINISH.
- 3 WHITE LED'S
- 4 BUILDING PARAPET
- 5 CONCEALED POWER
- 6 FABRICATED MTL. ARMATURE W/ POWDER COAT PAINT FINISH
- 7 DIGITAL PRINTED MURAL ON EXTERIOR GRADE MATERIAL MOUNTED TO RIGID ALUM EXTRUDED FRAME. FACE LIT



4 ENLARGED ELEVATION WALL MOUNTED TYPE
SCALE: 1/4"=1'-0"

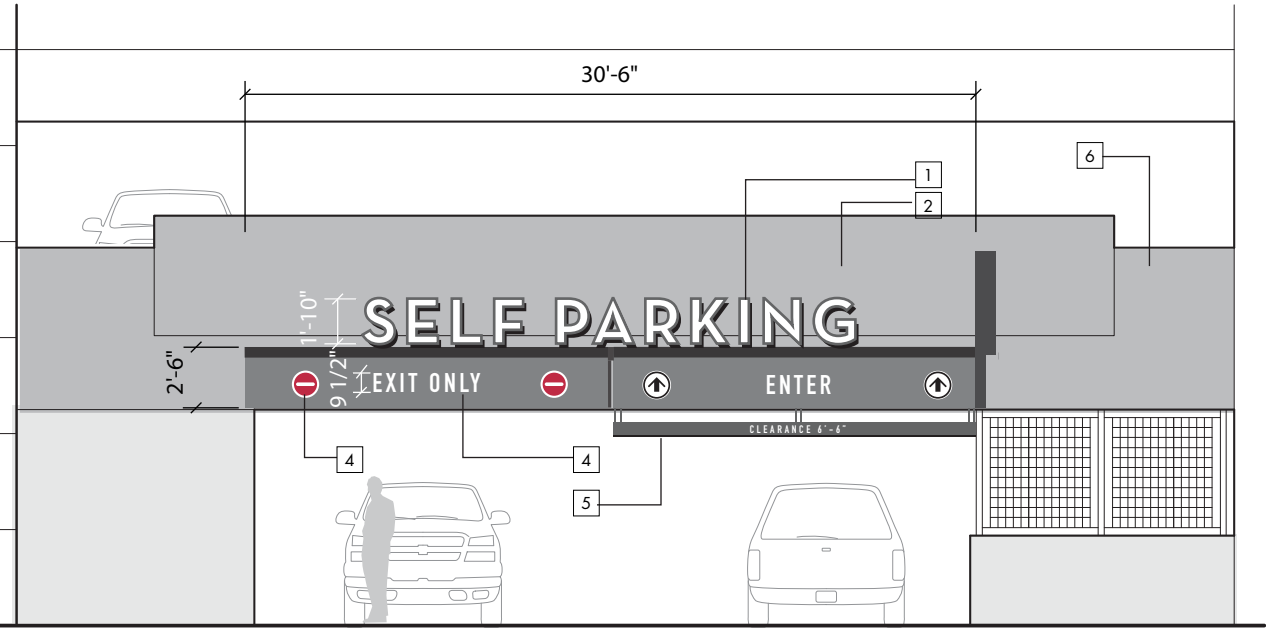
5 ENLARGED ELEVATION WALL MOUNTED TYPE
SCALE: 1/4"=1'-0"



- NOTES:
- 1 CHANNEL LETTERS FRONT & REVERSE ILLUMINATED, HIGHER LIGHT LEVEL ON FRONT FACE W/ REDUCED LIGHT LEVEL ON REVERSE SURFACE.
 - 2 PAINTED ALUM. SIGN CABINET W/ REVEAL FRAME.
 - 3 MOUNT TO HORZ. METAL SUPPORTS PROVIDED BY G.C.
 - 4 USE LED WHITE LIGHTS FOR LETTERS.
 - 5 3/8" THK. FCO TYPE 13" CAP. HGT. W/ PAINT FIN., COLOR **NO.2**, PIN MOUNTED TO HORZ. TUBE SUPPORT.
CUSTOM **2 COLOR** GLOSS FIN, ARROW, PIN MOUNTED TO TUBE.
 - 6 1.5" X 3" SQ. ALUM. TUBE W/ 90 DEGREE RETURN WELDED & GROUND SMOOTH, PROVIDE END CAPS. PAINT COLOR NO.2 SEMI GLOSS.

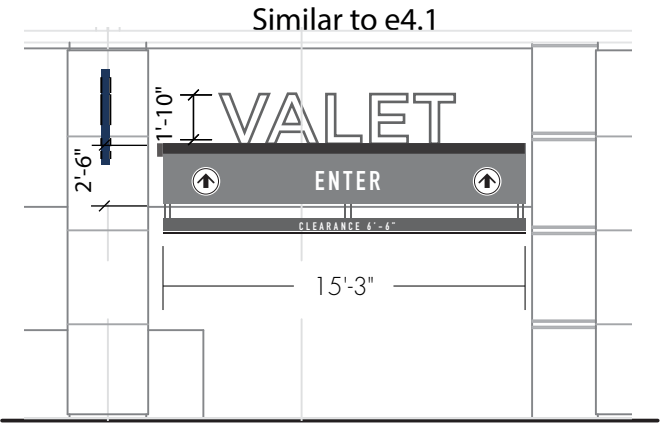


1 ISOMETRIC VIEW / SIGN TYPE e11.2
SCALE: NTS



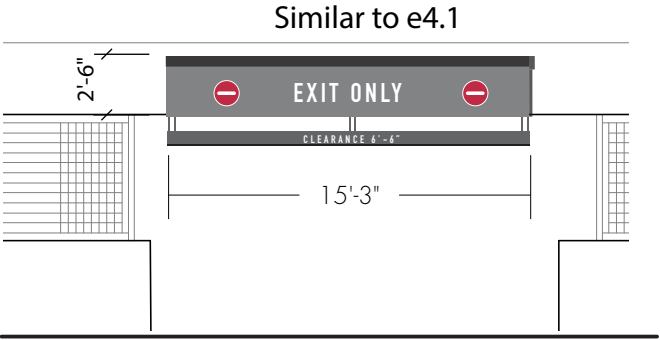
QUANTITY: (01) #26

2 ENLARGED GARAGE SOUTH ELEVATIONS SIGN GYPE e4.1
SCALE: 1/8"=1'-0"



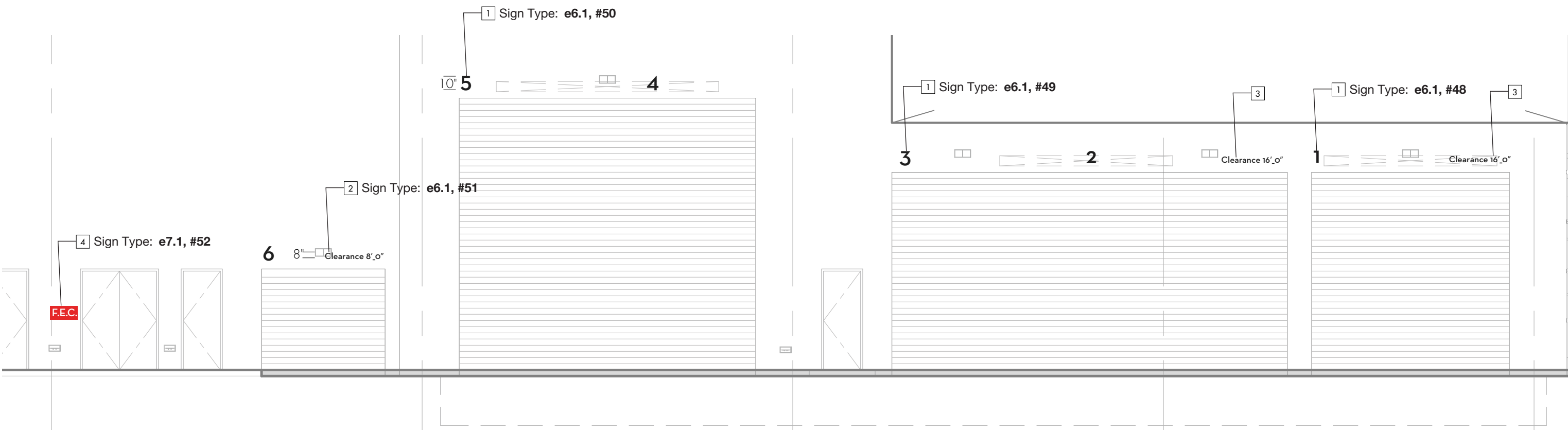
QUANTITY: (01) #40

3 ENLARGED GARAGE SOUTH ELEVATIONS SIGN GYPE e4.1a
SCALE: 1/8"=1'-0"



QUANTITY: (01) #86

- NOTES:
- 1 REVERSE CHANNEL LETTERS
 - 2 METAL SIGN CARRIER
 - 3 TUBE STEEL ARMITURE
 - 4 FLAT CUT-OUT TYPE / SYMBOLS 1/4" THK. PAINTED
 - 5 CUSTOM CLEARENCE BAR WITH SOILD BUBBER BUMPER
 - 6 PAINTED CONCRETE
 - 7 LED SIGN IN CUSTOM CABINETS
 - 8 METAL SIGN CARRIER TUBE AND WATER JET CUT FLAT STOCK FRAME W PAINT FINISH.



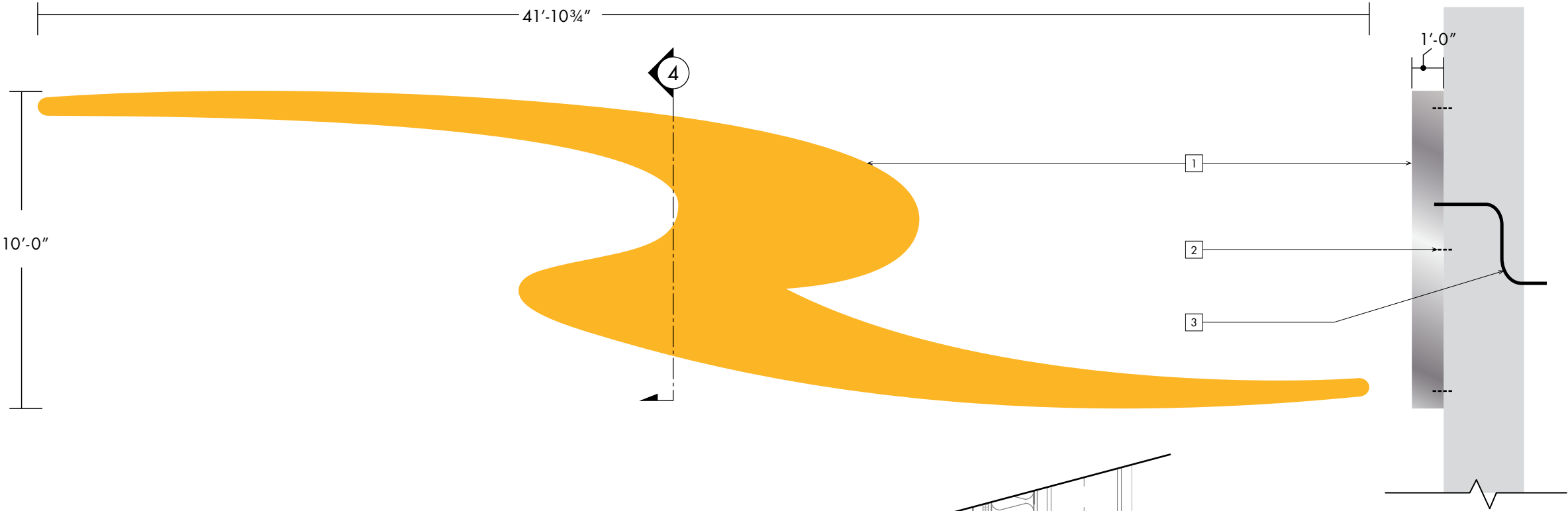
1 PARTIAL WEST BUILDING/ LOADING DOCKS / SIGN TYPE e6.1 & e7.1
SCALE: 1/8"=1'-0"

- NOTES:
- 1 FABRICATED STAINLESS STEEL LETTERS FLUSH MOUNTED TO BUILDING 10" X 1.5" NO. 4 VERTICAL GRAIN FIN.
 - 2 FABRICATED STAINLESS STEEL LETTERS FLUSH MOUNTED TO BUILDING 8" X 1.0" NO. 4 VERTICAL GRAIN FIN.
 - 3 FLAT CUT-OUT STAINLESS STEEL TYPE, GLASS BEAD BLASTED. 7" X 1/4" THK. MOUNTED FLUSH TO BUILDING.
 - 4 PAINTED ALUM. PLAQUE (RED) W/ WHITE 3M REFLECTIVE VDC FOR GRAPHIC INFORMATION. 12" X 18" X 1/8"

A01 BUILDING IDENTITY - PRIMARY

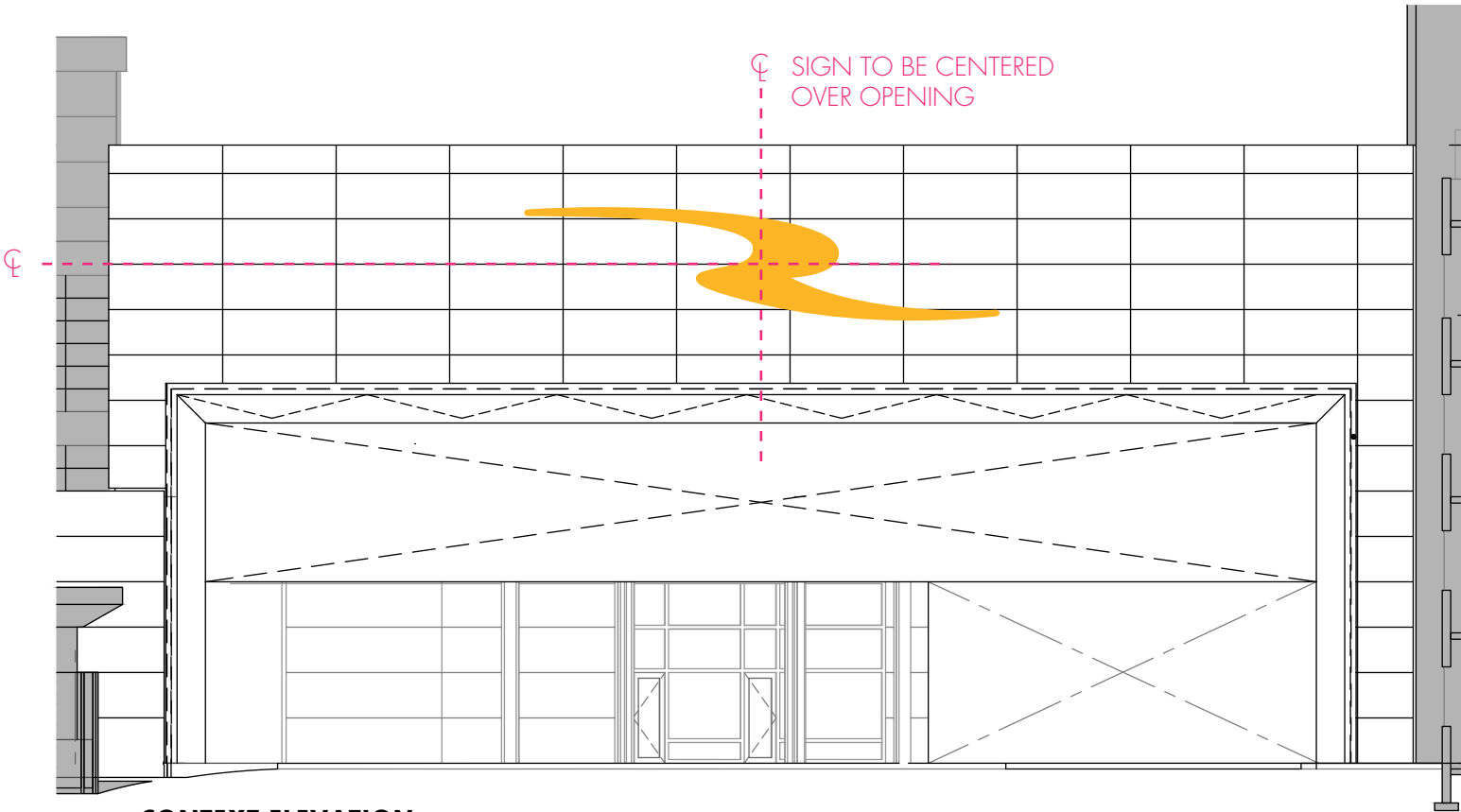
- 1. **Logo:** Custom fabricated flex face letters & symbol w/ brushed aluminum returns. Include internal structure to provide rigidity.
- 2. **Mounting:** Entire sign assembly mechanically anchored into architecture. Coordinate w/ general contractor on attachments. Coordinate w/ structural engineer for support structure. Conceal all electrical conduits, fasteners, hardware (unless where noted) etc. Fabricator to provide all attachments.
- 3. **Electrical:** Coordinate power supplies, locations & requirements/limitations.

Additional Notes:
Sign is single sided and illuminated.

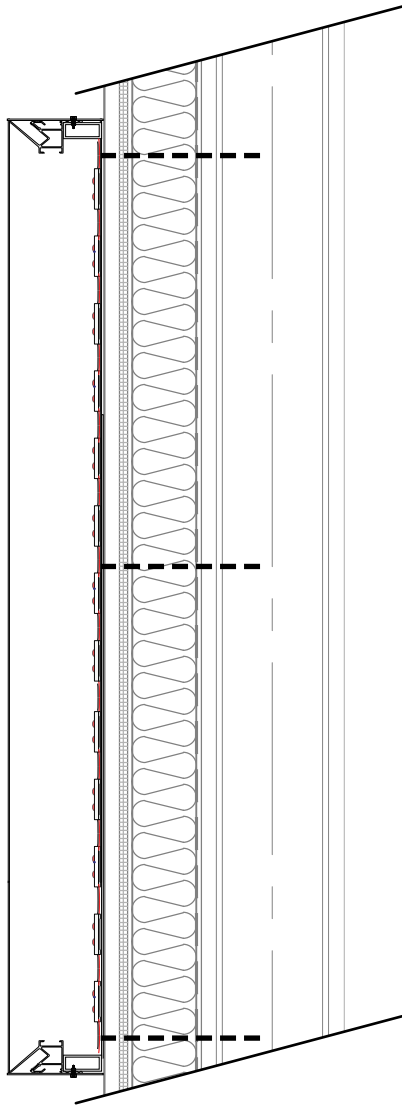


2 **DETAIL ELEVATION**
SCALE: 1/4"=1'-0"

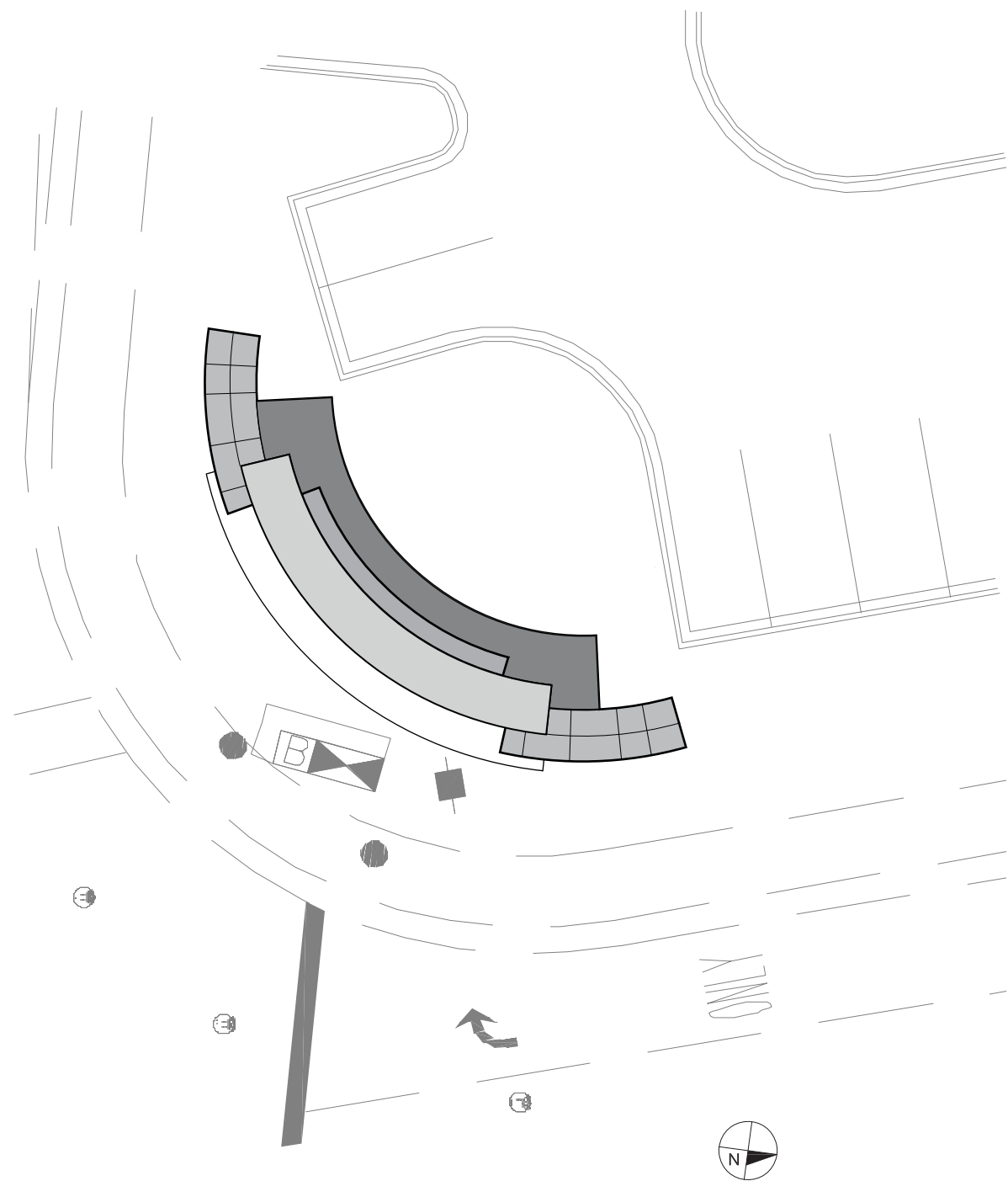
3 **SIDE VIEW**
SCALE: 1/4"=1'-0"



1 **CONTEXT ELEVATION**
SCALE: 1/16"=1'-0"



4 **SECTION VIEW**
SCALE: 1/2"=1'-0"



02 | **PLAN / CORNER MONUMENT SIGN**
SCALE: 1/8" = 1'-0"

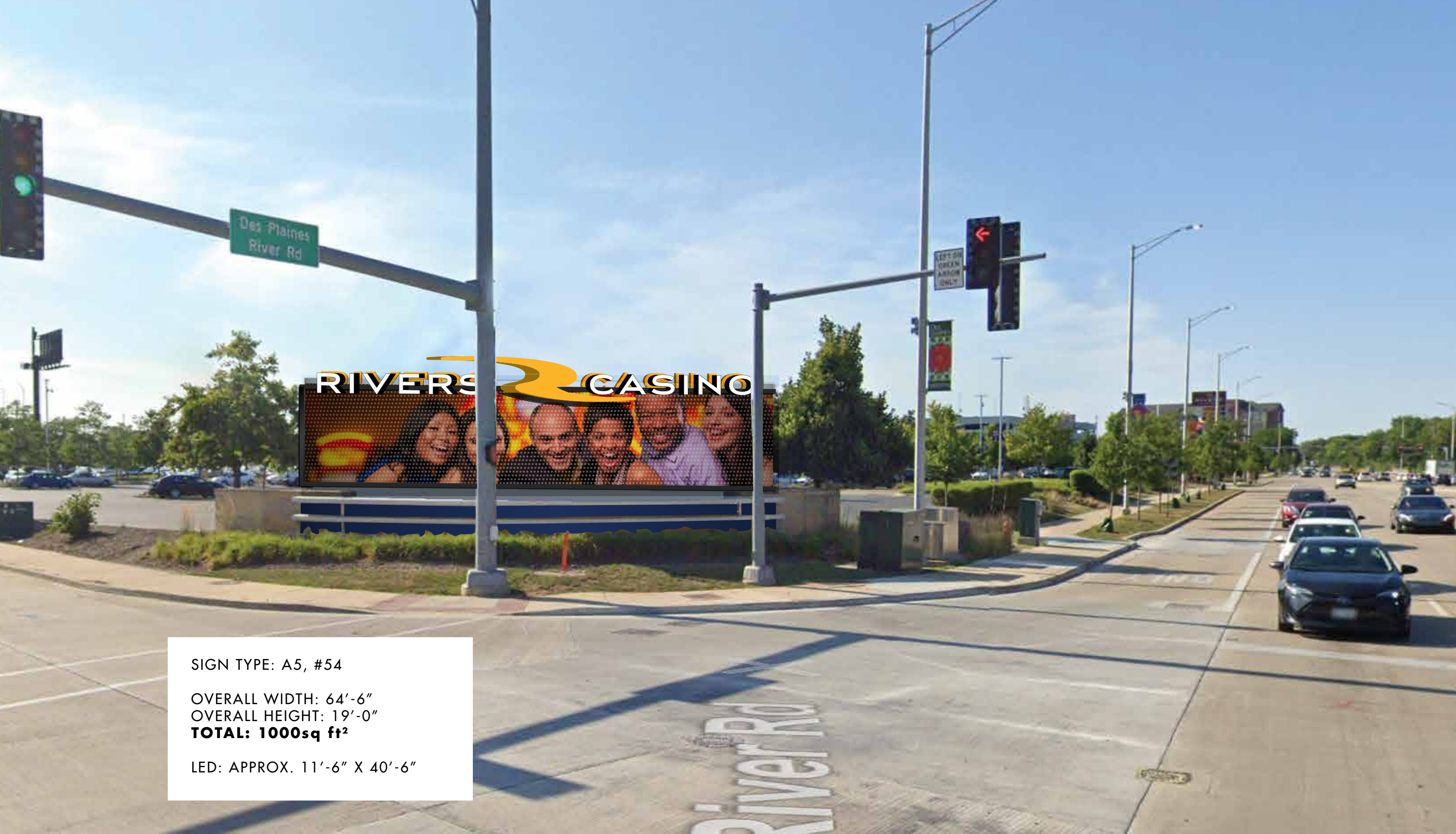


SIGN TYPE: e1.2, #54

OVERALL WIDTH: 64'-6"

OVERALL HEIGHT: 19'-0"

TOTAL: 1000sq ft²



SIGN TYPE: A5, #54

OVERALL WIDTH: 64'-6"

OVERALL HEIGHT: 19'-0"

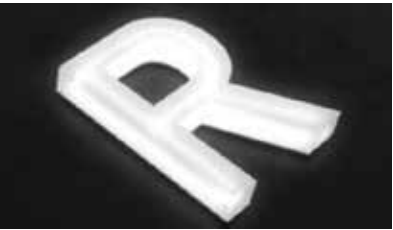
TOTAL: 1000sq ft²

LED: APPROX. 11'-6" X 40'-6"

A10 ENTRANCE IDENTITY

- 1. **Letters:** Custom fabricated acrylic letters w/ 1/2" formed backplate (Refer Bitro Resno Letter Face & Side Illumination series - RS-AC-FS2). Backer of letters to extend beyond white letters by 1/2" and painted to match PMS 534C. Integrate dimmer for on-site lighting adjustments.
- 2. **Support Bar:** 3" thk custom-fabricated metal support bar painted to match PMS 534C. Coordinate depth of bar with door hardware an/or mullions.
- 3. **Mounting:** Individual sign letters mechanically anchored into architecture. Provide additional blocking or expansion anchors to ensure secure mounting. Coordinate w/ general contractor on attachments. Conceal all electrical conduits, fasteners, hardware (unless where noted) etc.
- 4. **Electrical:** Coordinate power supplies, locations & requirements/limitations.

Additional Notes:
Sign is single sided and illuminated.



REFERENCE IMAGE



A14 VALET IDENTITY - BLADE

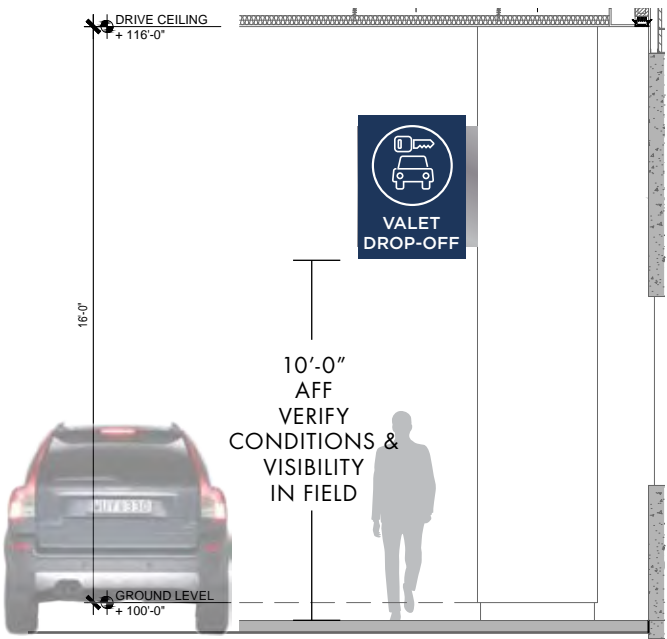
- 1. **Primary Sign Cabinet:** Custom fabricated aluminum sign cabinet painted to match PMS 534C.
- 2. **Inset:** Inset painted to match MPC Ultra Low VOC Pale Silver Metallic MP18073.
- 3. **Dimensional Symbol:** Cut-out pushed through white acrylic arrows and letters; internally illuminated via LEDs.
- 4. **Structure:** Provide interior engineered tube steel/aluminum structure.
- 5. **Electrical:** Coordinate power supplies, locations & requirements/limitations.
- 6. **Mounting:** Entire sign assembly mechanically anchored through architectural column covers and into existing steel column. Coordinate with site/built conditions.

Additional Notes: Sign fabricator to engineer all components & coordinate w/ all related trades, disciplines.

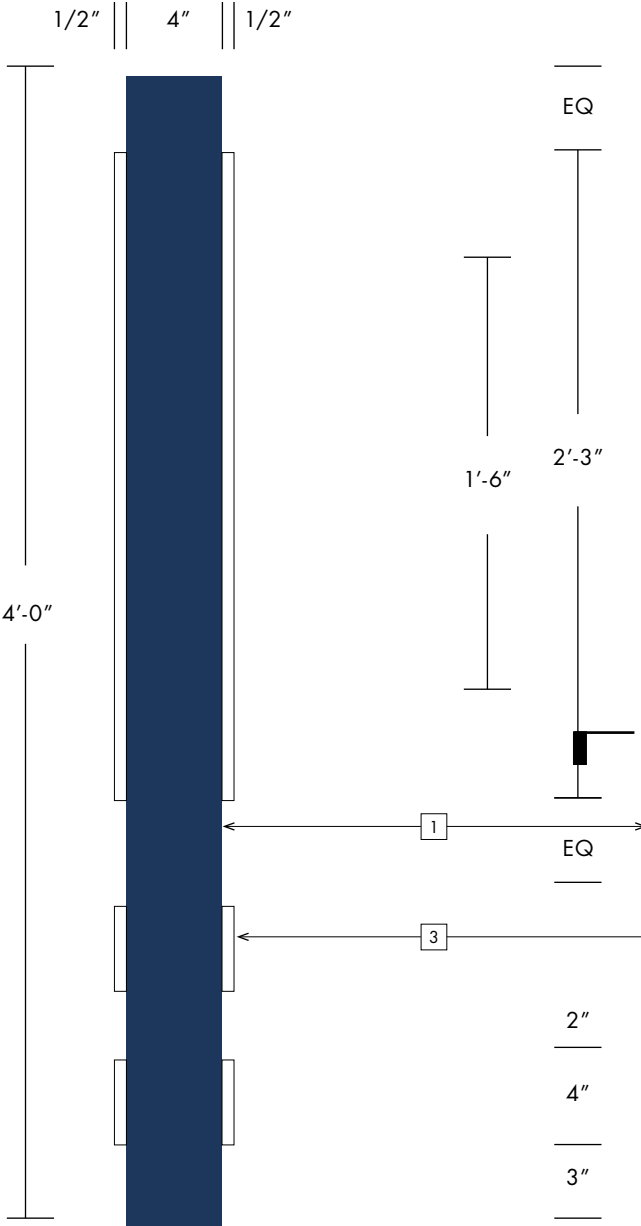
Coordinate all dimensions & field verify all existing conditions per each sign location prior to fabrication/ installation to confirm that all locations can accept signage as designed.

Confirm all messaging w/ owner & provide all layouts before fabrication.

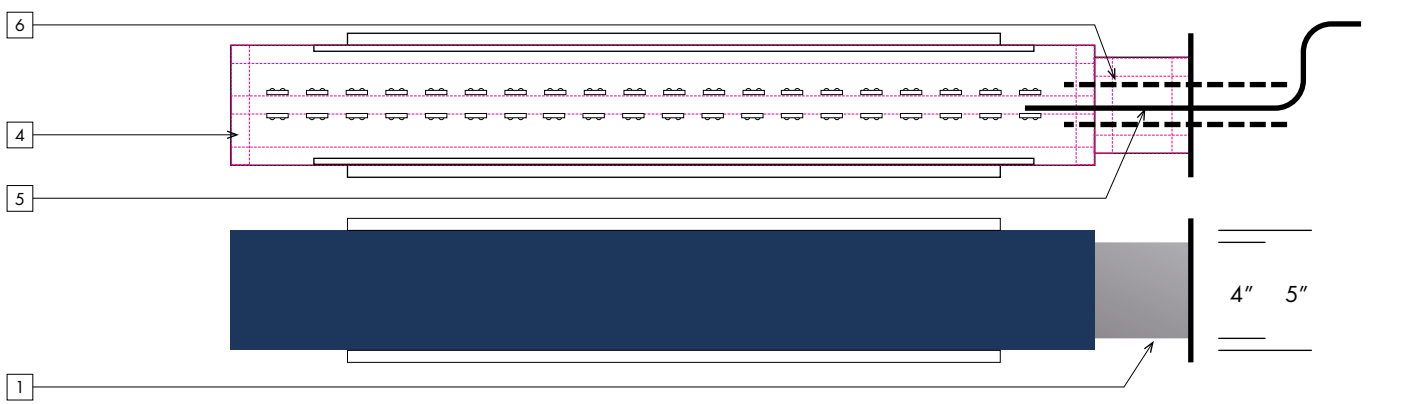
Sign is double sided, and illuminated.



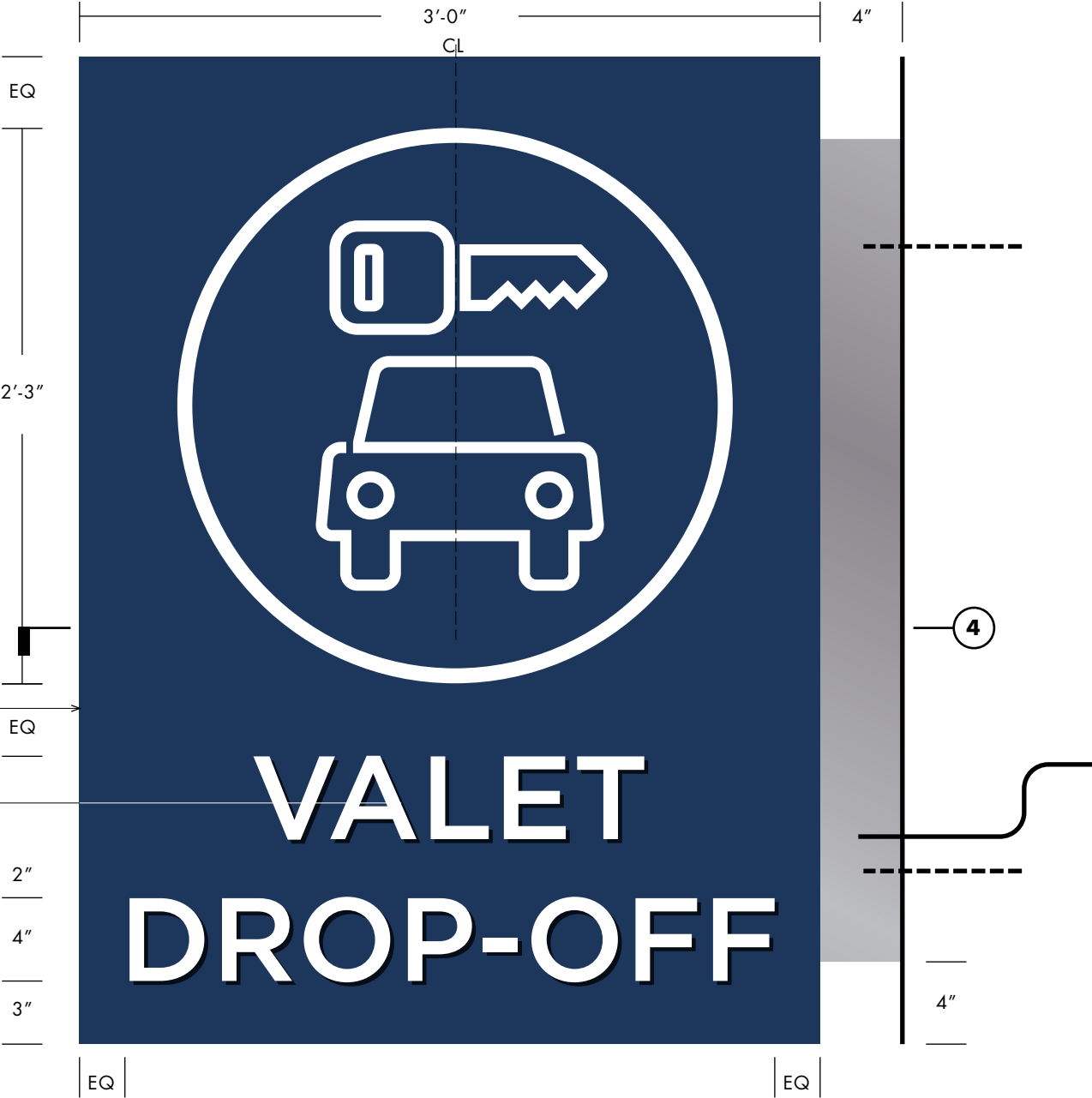
1 **CONTEXT ELEVATION**
SCALE: 3/16"=1'-0"



2 **SIDE (LHS)**
SCALE: 1 1/2"=1'-0"



4 **PLAN & SECTION**
SCALE: 1 1/2"=1'-0"



3 **ELEVATION**
SCALE: 1 1/2"=1'-0"

A30 VALET IDENTITY

- 1. **Letters & Symbol:** 2" thk fabricated aluminum sign letters and symbol w/ acrylic face featuring perforated blue vinyl. Sign letters to appear blue by day, lit white at night. Blue vinyl to match PMS 534C
- 2. **Support Bar:** Metal support bar painted to match PMS 534C.
- 3. **Mounting:** Mechanically anchored into scheduled architectural ceilings with w/ VHB tape, silicone, and threaded studs; no exposed fasteners or seams - coordinate fastener type w/ sign location ceiling construction.
- 4. **Electrical:** Coordinate power supplies, locations & requirements/limitations.

Additional Notes:
Sign is single sided and illuminated.

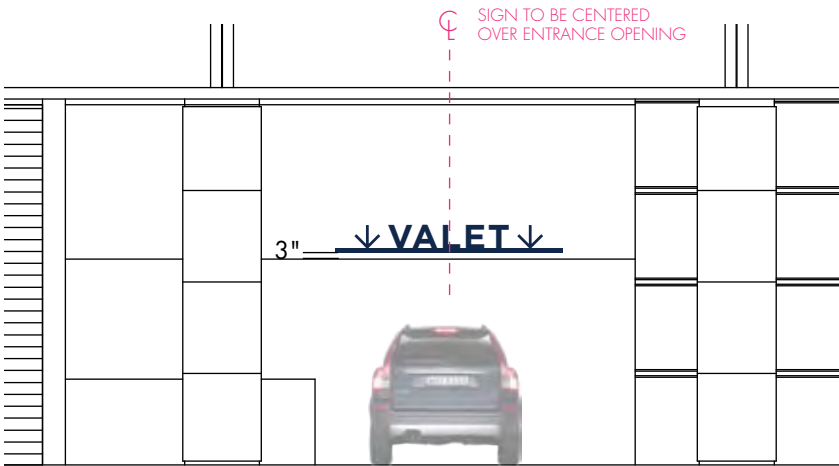


REFERENCE IMAGE



1 **DETAIL ELEVATION**
SCALE: 1"=1'-0"

2 **SIDE VIEW**
SCALE: 1"=1'-0"



1 **DETAIL ELEVATION**
SCALE: 1/8"=1'-0"



A32 BUS DROP-OFF IDENTITY (OVERSIZE)

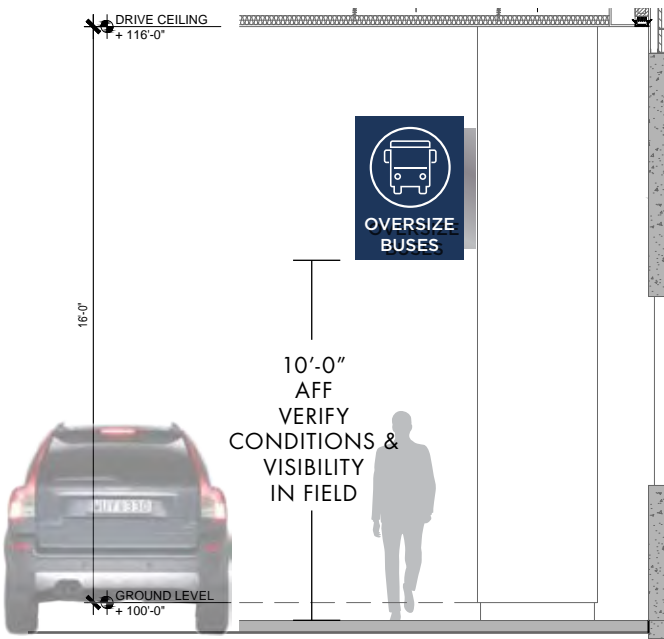
- 1. **Primary Sign Cabinet:** Custom fabricated aluminum sign cabinet painted to match PMS 534C.
- 2. **Inset:** Inset painted to match MPC Ultra Low VOC Pale Silver Metallic MP18073.
- 3. **Dimensional Symbol:** Cut-out pushed through white acrylic arrows and letters; internally illuminated via LEDs.
- 4. **Structure:** Provide interior engineered tube steel/aluminum structure.
- 5. **Electrical:** Coordinate power supplies, locations & requirements/limitations.
- 6. **Mounting:** Entire sign assembly mechanically anchored through architectural column covers and into existing steel column. Coordinate with site/built conditions.

Additional Notes: Sign fabricator to engineer all components & coordinate w/ all related trades, disciplines.

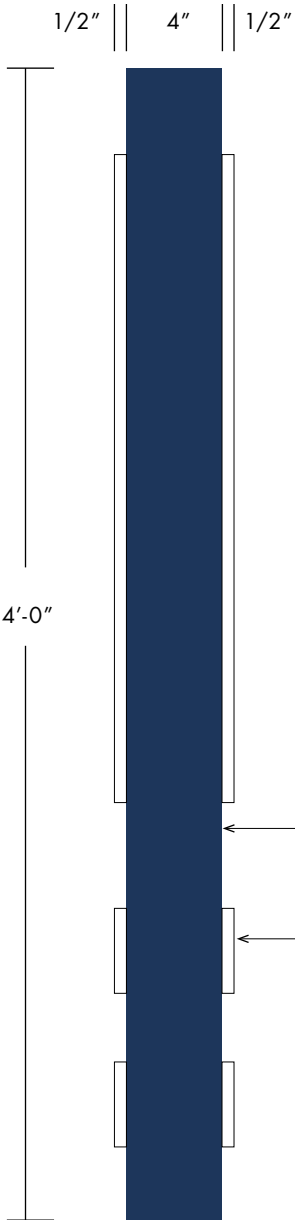
Coordinate all dimensions & field verify all existing conditions per each sign location prior to fabrication/ installation to confirm that all locations can accept signage as designed.

Confirm all messaging w/ owner & provide all layouts before fabrication.

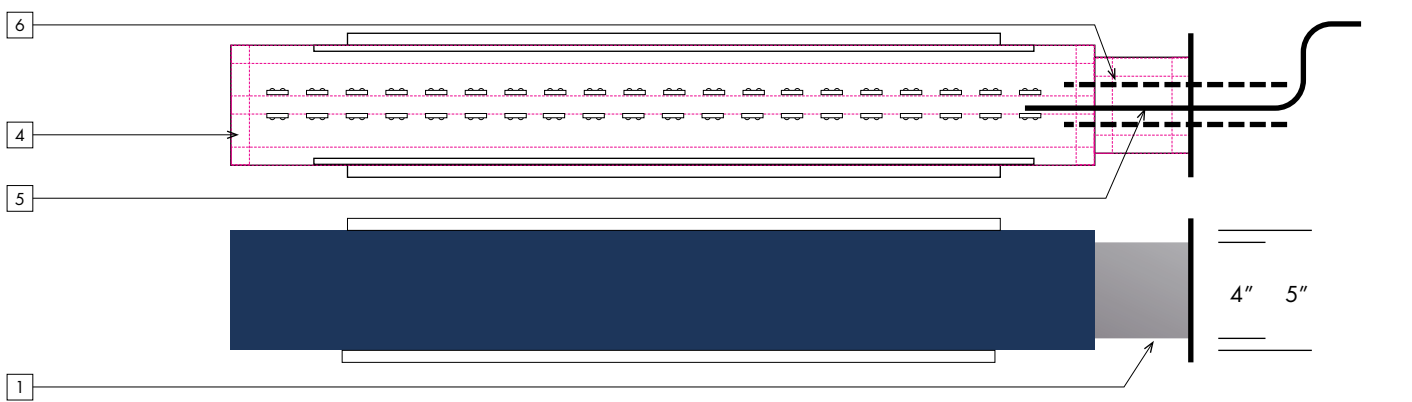
Sign is double sided, and illuminated.



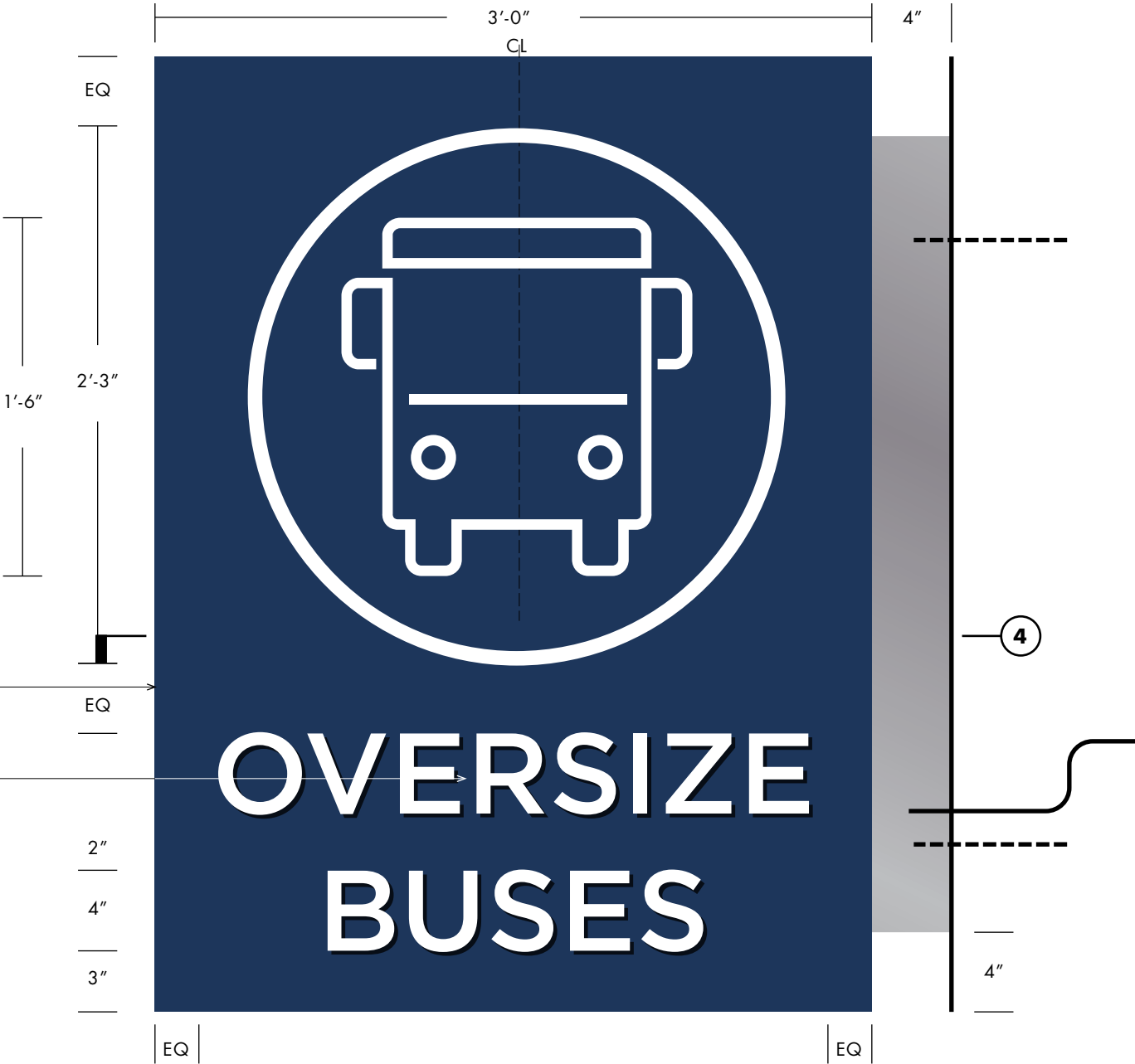
1 **CONTEXT ELEVATION**
SCALE: 3/16"=1'-0"



2 **SIDE (LHS)**
SCALE: 1 1/2"=1'-0"



4 **PLAN & SECTION**
SCALE: 1 1/2"=1'-0"



3 **ELEVATION**
SCALE: 1 1/2"=1'-0"

A34 RIDE SHARE IDENTITY

- 1. **Toe Kick:** Inset stainless steel clad toe kick painted to match PMS 7527C.
- 2. **Primary Sign Cabinet:** Custom fabricated aluminum sign cabinet painted to match PMS 534C. Cabinet internally illuminated via LEDs.
- 3. **Dimensional Symbol:** 1/2" thk cut-out pushed through white acrylic arrows and letters; internally illuminated via LEDs.
- 4. **Structure:** Provide interior engineered tube steel/aluminum structure.
- 5. **Mounting:** Entire sign assembly mechanically anchored into foundation.
- 6. **Electrical:** Coordinate power supplies, locations & requirements/limitations.
- 7. **Foundation:** Provide engineered foundation.

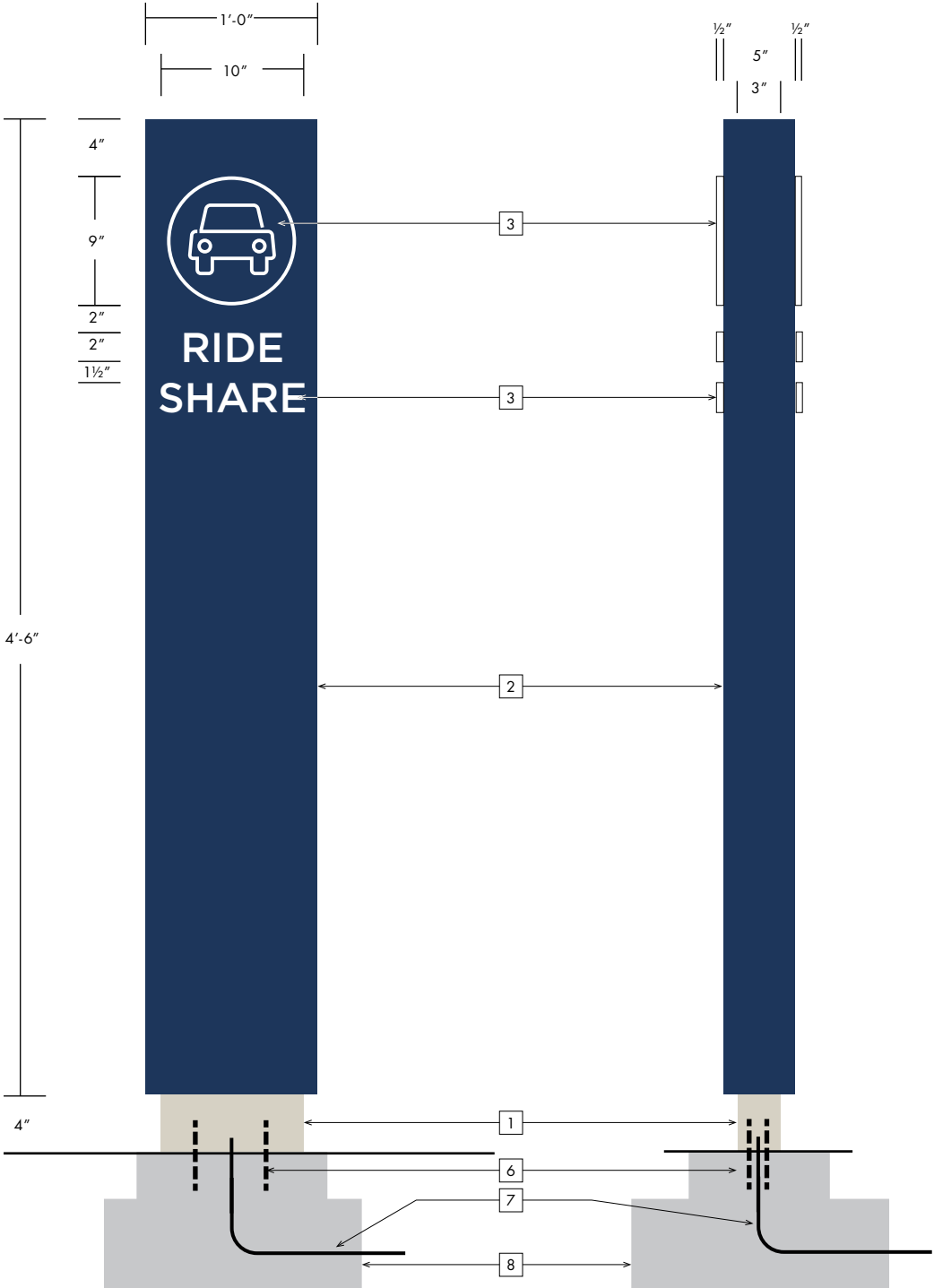
Additional Notes:
Sign is double sided and illuminated.



1 **CONTEXT ELEVATION**
SCALE: 1/4"=1'-0"



4 **PLAN VIEW**
SCALE: 1"=1'-0"



2 **FRONT VIEW**
SCALE: 1"=1'-0"

3 **RIGHT SIDE VIEW**
SCALE: 1"=1'-0"

A35 BUS DROP OFF IDENTITY

- 1. **Toe Kick:** Inset stainless steel clad toe kick painted to match MPC Ultra Low VOC Pale Silver Metallic MP18073.
- 2. **Primary Sign Cabinet:** Custom fabricated aluminum sign cabinet painted to match PMS 534C. Cabinet internally illuminated via LEDs.
- 3. **Dimensional Symbol:** 1/2" thk cut-out pushed through white acrylic arrows and letters; internally illuminated via LEDs.
- 4. **Structure:** Provide interior engineered tube steel/aluminum structure.
- 5. **Mounting:** Entire sign assembly mechanically anchored into foundation.
- 6. **Electrical:** Coordinate power supplies, locations & requirements/limitations.
- 7. **Foundation:** Provide engineered foundation.

Additional Notes:
Sign is double sided and illuminated.

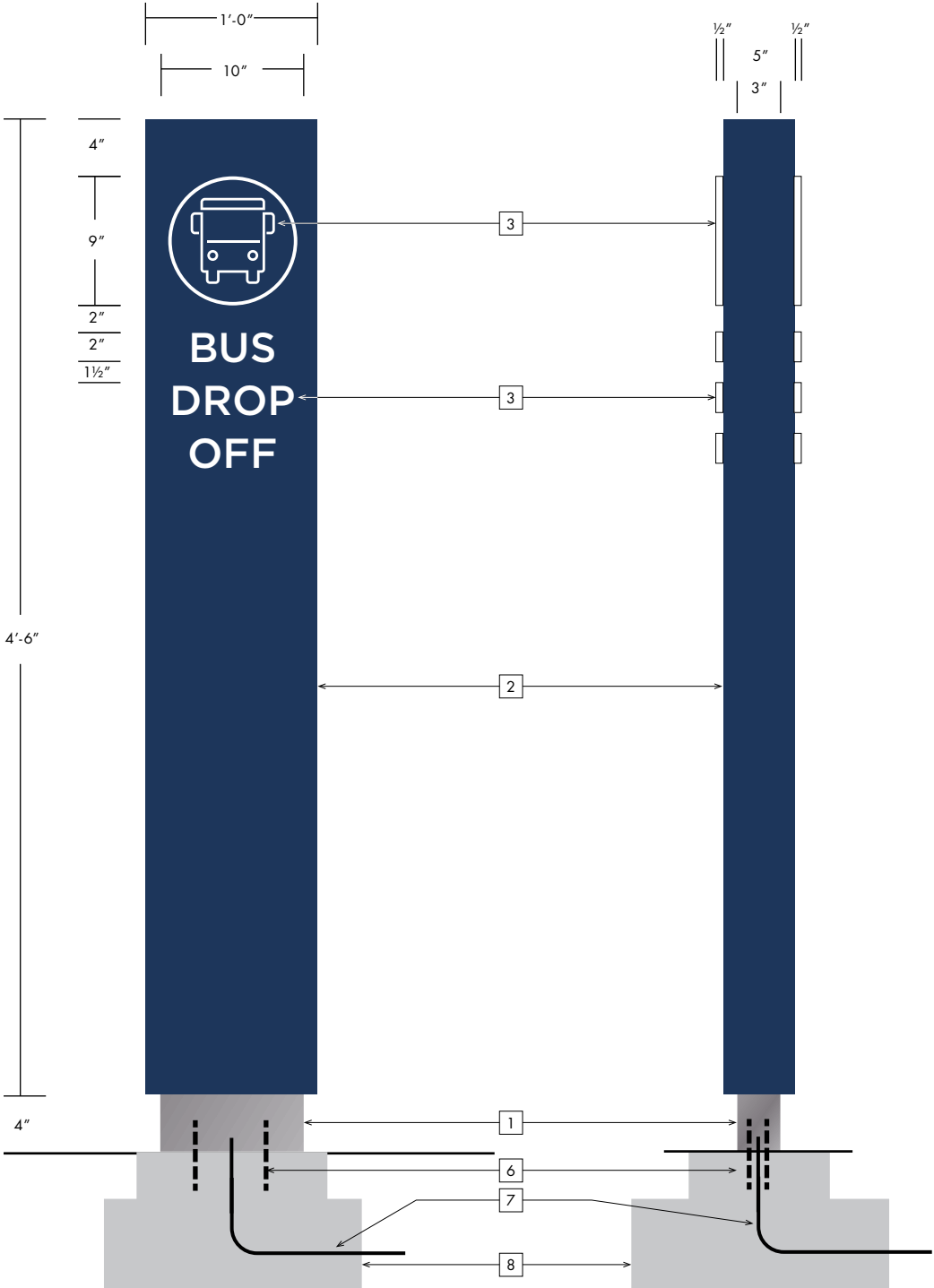


1 **CONTEXT ELEVATION**
SCALE: 1/4"=1'-0"



Exhibit B

4 **PLAN VIEW**
SCALE: 1"=1'-0"



2 **FRONT VIEW**
SCALE: 1"=1'-0"

3 **RIGHT SIDE VIEW**
SCALE: 1"=1'-0"



SIGN TYPE: A80
OVERALL DIMENSIONS:
APPROX. 2'-0" X 3'-0" (ONE PANEL - EACH LOCATION IS A
PAIR)

TOTAL: APPROX. 24 ft² (TOTAL PER PAIR BOTH SIDES)

Note: 1/8" thk aluminum panel with direct digital print.

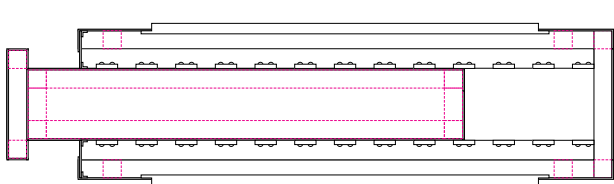
B01 VEHICLE DIRECTION - PRIMARY

- 1. **Secondary Sign Cabinet:** Custom fabricated aluminum sign base w/ "L" shaped cabinet wrapping the top & left side of base. Sign base to be inset 1 1/2" from "L" shaped cabinet. Base painted to match MPC Ultra Low VOC Pale Silver Metallic MP18073. "L" shaped sign cabinet painted to match PMS 534C.
- 2. **Primary Sign Cabinet:** Custom fabricated aluminum sign cabinet painted to match PMS 534C. Cabinet to wrap front, back and right side of sign base. Frosted acrylic reveal on top, bottom and interior sides of cabinet to allow for halo effect/glow on sign base; internally illuminated via LEDs.
- 3. **Modular Slats:** Tamper-proof modular slats (2 sizes 12" & 8") to be slid onto sign cabinet w/ a seamless butt joint. Slats to be removable for message change-out.
- 4. **Logo:** 1/2" thk cut-out pushed through white acrylic logo w/ surface applied translucent vinyl in yellow to match brand standards; internally illuminated via LEDs.
- 5. **Dimensional Letters & Symbol:** 1/2" thk cut-out pushed through white acrylic arrows, symbol and letters w/ surface applied translucent vinyl in blue for parking symbol; internally illuminated via LEDs.
- 6. **Structure:** Provide interior engineered tube steel/aluminum structure.
- 7. **Mounting:** Entire sign assembly mechanically anchored into foundation.
- 8. **Electrical:** Coordinate power supplies, locations & requirements/limitations.
- 9. **Foundation:** Provide engineered foundation.

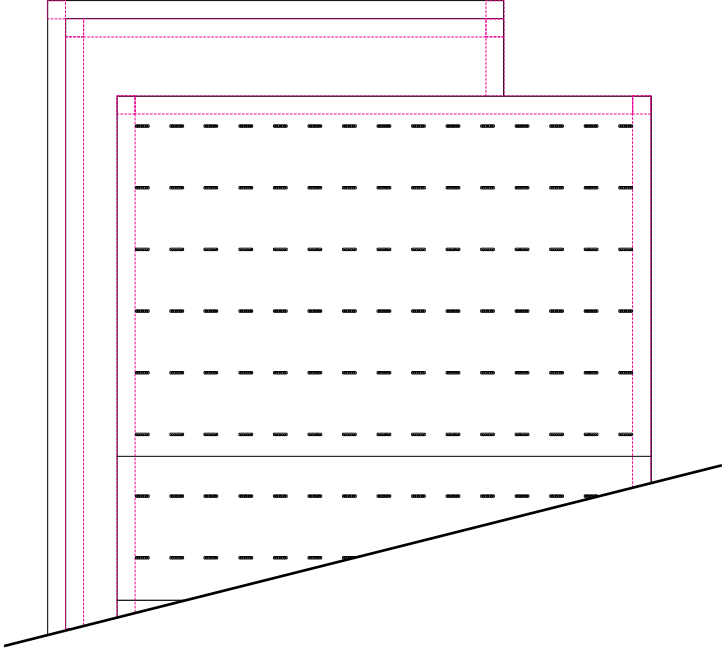
Additional Notes:
Sign is double sided and illuminated.

FOR B01-R SIGN TYPE, SIGN FABRICATOR TO SURVEY AND REUSE EXISTING SIGN COMPONENTS, STRUCTURE & FOUNDATION, AS APPROPRIATE.

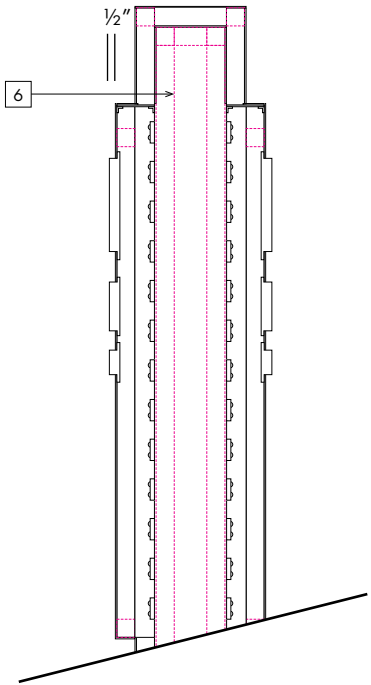
ENTIRE SIGN ASSEMBLY AND COMPONENTS (OLD & NEW) TO BE ENGINEERED.



5 **PLAN SECTION**
SCALE: 3/4"=1'-0"



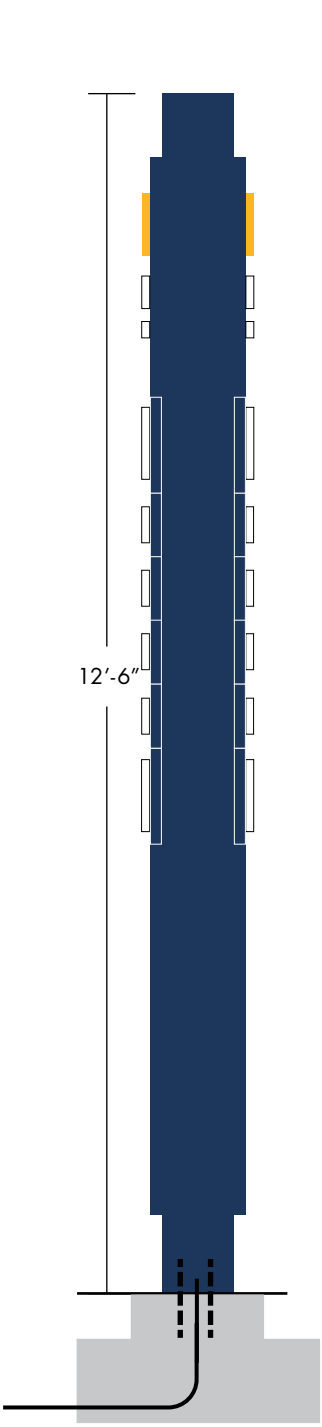
6 **FRONT SECTION**
SCALE: 3/4"=1'-0"



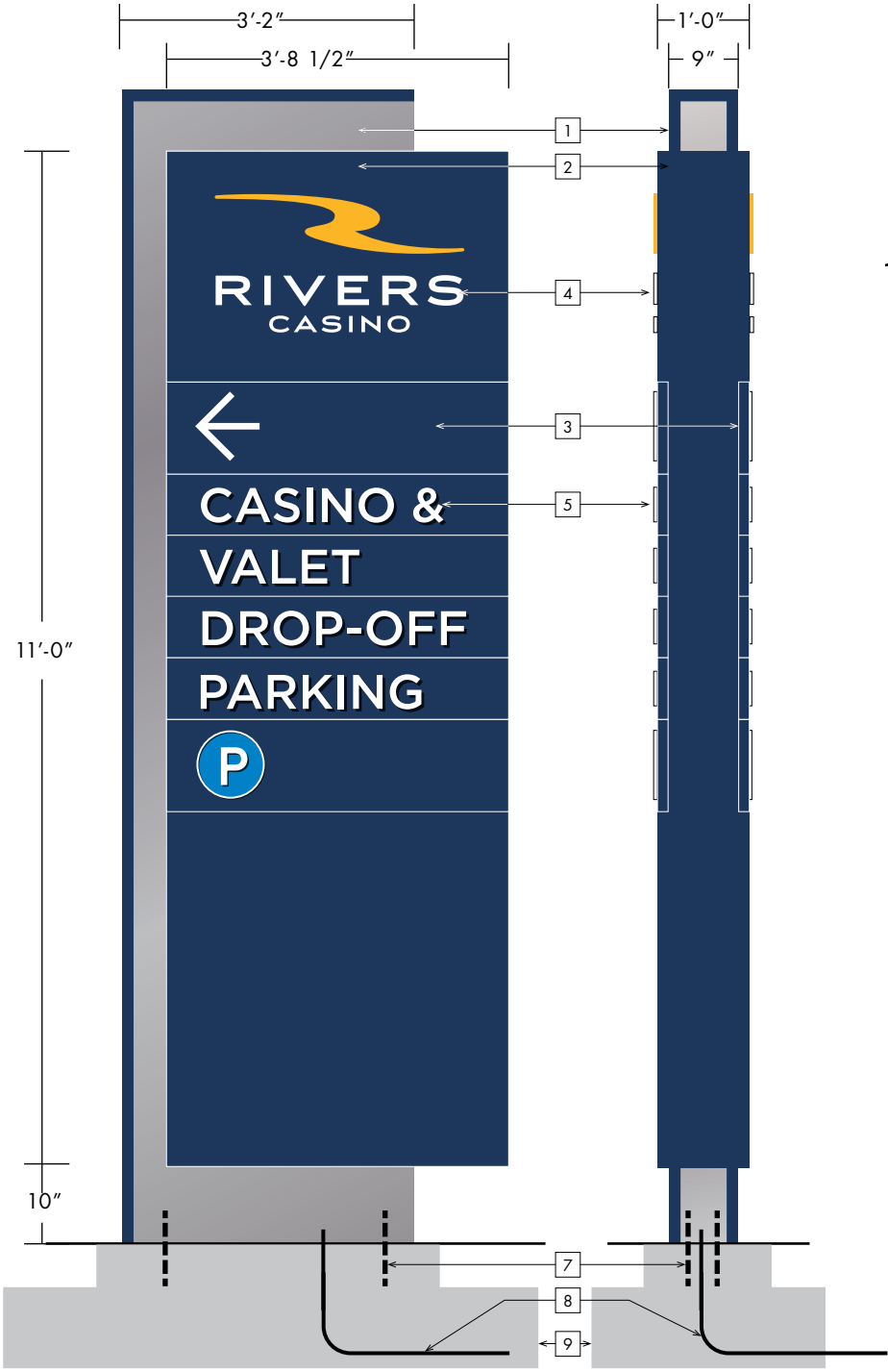
7 **SIDE SECTION**
SCALE: 3/4"=1'-0"



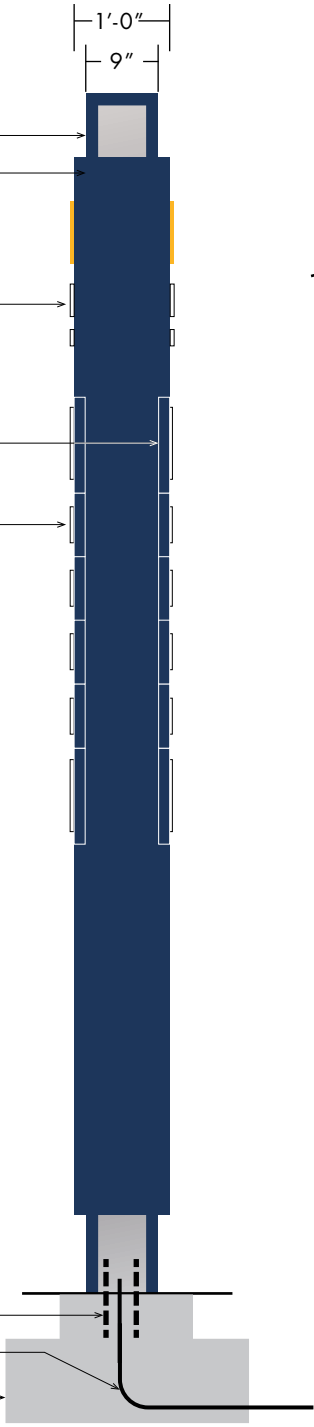
1 **CONTEXT ELEVATION**
SCALE: 1/4"=1'-0"



2 **LEFT SIDE VIEW**
SCALE: 1/2"=1'-0"



3 **FRONT VIEW**
SCALE: 1/2"=1'-0"



4 **RIGHT SIDE VIEW**
SCALE: 1/2"=1'-0"

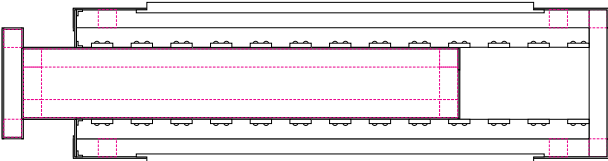
B02 VEHICLE DIRECTION - SECONDARY

- 1. **Secondary Sign Cabinet:** Custom fabricated aluminum sign base w/ "L" shaped cabinet wrapping the top & left side of base. Sign base to be inset 1 1/2" from "L" shaped cabinet. Base painted to match MPC Ultra Low VOC Pale Silver Metallic MP18073. "L" shaped sign cabinet painted to match PMS 534C.
- 2. **Primary Sign Cabinet:** Custom fabricated aluminum sign cabinet painted to match PMS 534C. Cabinet to wrap front, back and right side of sign base. Frosted acrylic reveal on top, bottom and interior sides of cabinet to allow for halo effect/glow on sign base; internally illuminated via LEDs.
- 3. **Modular Slats:** Tamper-proof modular slats (2 sizes 12" & 8") to be slid onto sign cabinet w/ a seamless butt joint. Slats to be removable for message change-out.
- 4. **Dimensional Letters & Symbol:** 1/2" thk cut-out pushed through white acrylic arrows, symbol and letters w/ surface applied translucent vinyl in blue for parking symbol; internally illuminated via LEDs.
- 5. **Structure:** Provide interior engineered tube steel/aluminum structure.
- 6. **Mounting:** Entire sign assembly mechanically anchored into foundation.
- 7. **Electrical:** Coordinate power supplies, locations & requirements/limitations.
- 8. **Foundation:** Provide engineered foundation.

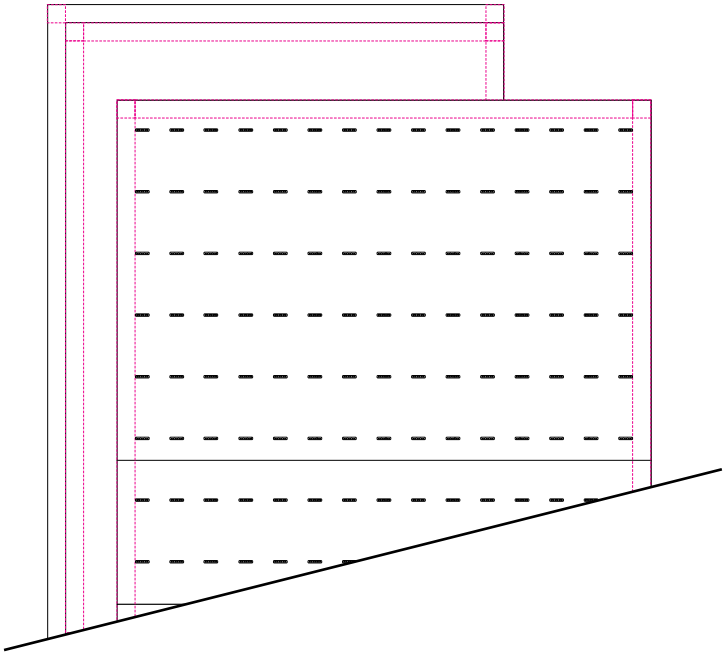
Additional Notes:
Sign is double sided and illuminated.

FOR B02-R SIGN TYPE, SIGN FABRICATOR TO SURVEY AND REUSE EXISTING SIGN COMPONENTS, STRUCTURE & FOUNDATION, AS APPROPRIATE.

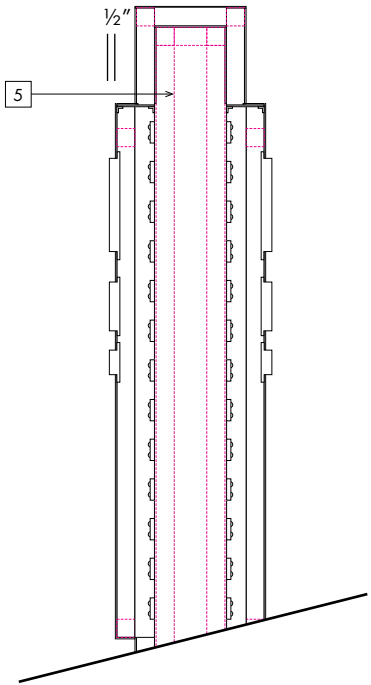
ENTIRE SIGN ASSEMBLY AND COMPONENTS (OLD & NEW) TO BE ENGINEERED.



5 **PLAN SECTION**
SCALE: 3/4"=1'-0"



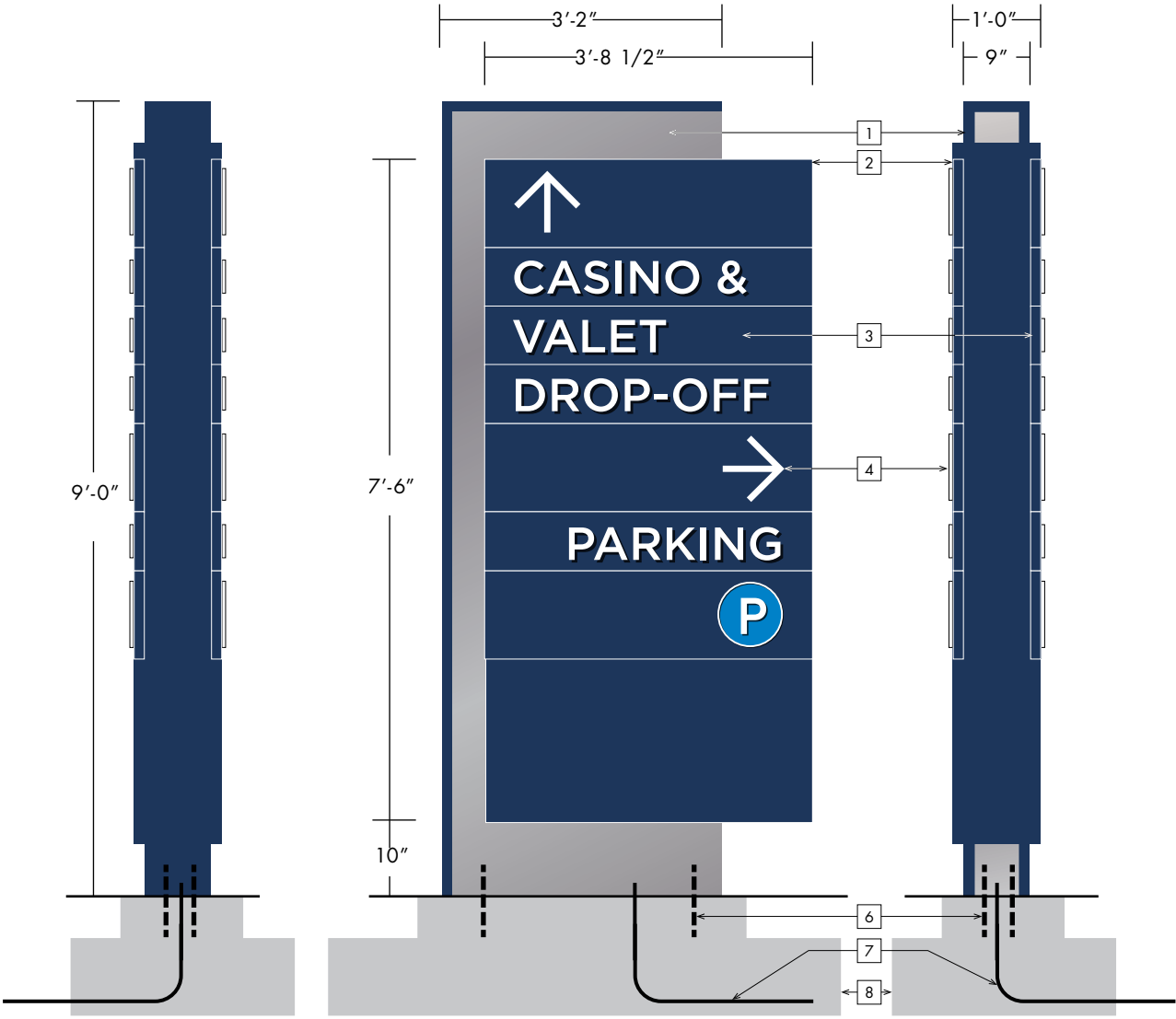
6 **FRONT SECTION**
SCALE: 3/4"=1'-0"



7 **SIDE SECTION**
SCALE: 3/4"=1'-0"



1 **CONTEXT ELEVATION**
SCALE: 1/4"=1'-0"



2 **LEFT SIDE VIEW**
SCALE: 1/2"=1'-0"

3 **FRONT VIEW**
SCALE: 1/2"=1'-0"

4 **RIGHT SIDE VIEW**
SCALE: 1/2"=1'-0"

B03 VEHICLE DIRECTION - TERTIARY

- 1. **Toe Kick:** Inset stainless steel clad toe kick painted to match MPC Ultra Low VOC Pale Silver Metallic MP18073.
- 2. **Primary Sign Cabinet:** Custom fabricated aluminum sign cabinet painted to match PMS 534C. Cabinet internally illuminated via LEDs.
- 3. **Modular Slats:** Tamper-proof modular slats (2 sizes 12" & 8") to be slid onto sign cabinet w/ a seamless butt joint. Slats to be removable for message change-out
- 4. **Dimensional Letters & Symbol:** 1/2" thk cut-out pushed through white acrylic arrows and letters; internally illuminated via LEDs.
- 5. **Structure:** Provide interior engineered tube steel/aluminum structure.
- 6. **Mounting:** Entire sign assembly mechanically anchored into foundation.
- 7. **Electrical:** Coordinate power supplies, locations & requirements/limitations.
- 8. **Foundation:** Provide engineered foundation.

Additional Notes:
Sign is double sided and illuminated.

FOR B03-R SIGN TYPE, SIGN FABRICATOR TO SURVEY AND REUSE EXISTING SIGN COMPONENTS, STRUCTURE & FOUNDATION, AS APPROPRIATE.

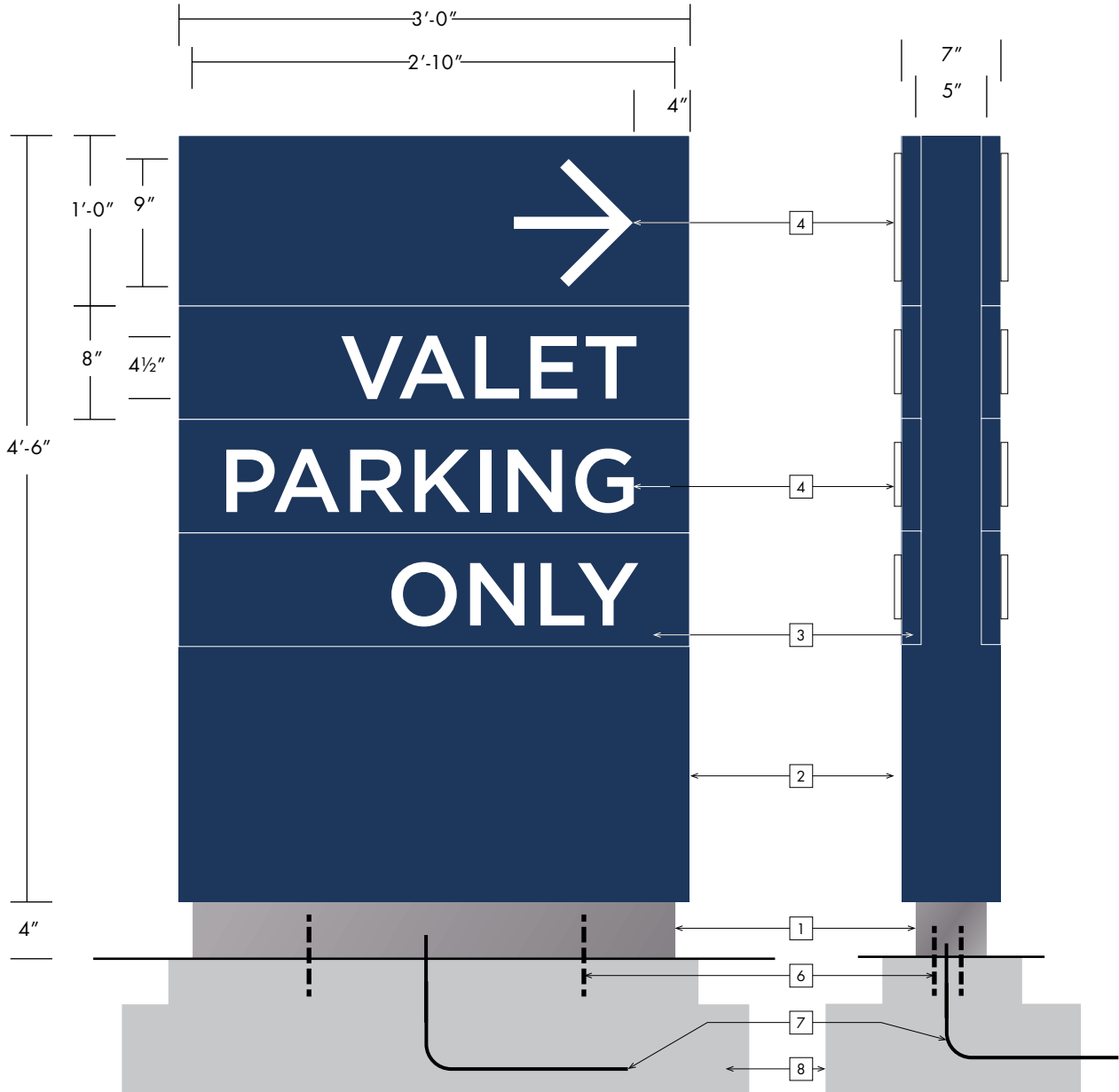
ENTIRE SIGN ASSEMBLY AND COMPONENTS (OLD & NEW) TO BE ENGINEERED.



1 CONTEXT ELEVATION
SCALE: 1/4"=1'-0"



4 PLAN VIEW
SCALE: 1"=1'-0"



2 FRONT VIEW
SCALE: 1"=1'-0"

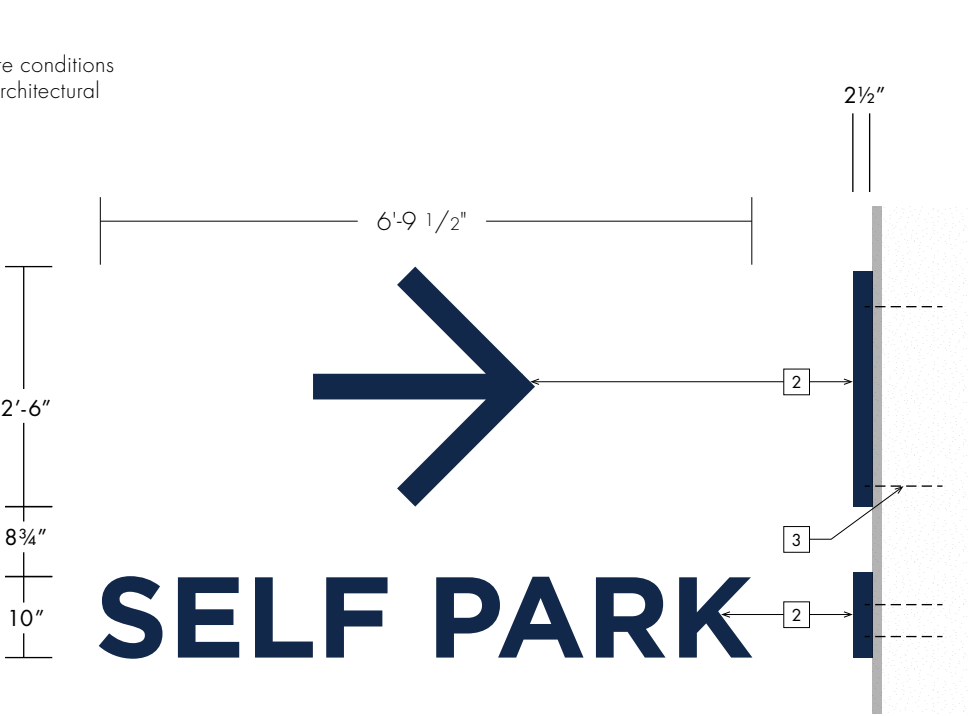
3 RIGHT SIDE VIEW
SCALE: 1"=1'-0"

**B10 PARKING DIRECTIONAL -
WALL MOUNTED**

- 1. **Parking Symbol:** Custom fabricated aluminum channel letters painted to match PMS 534C.
- 2. **Dimensional Letters & Symbol:** Custom fabricated aluminum channel letters painted to match PMS 534C.
- 3. **Mounting:** Mechanically anchored into scheduled architectural conditions with w/ VHB tape, silicone, and threaded studs; no exposed fasteners or seams - coordinate fastener type w/ sign location wall construction.

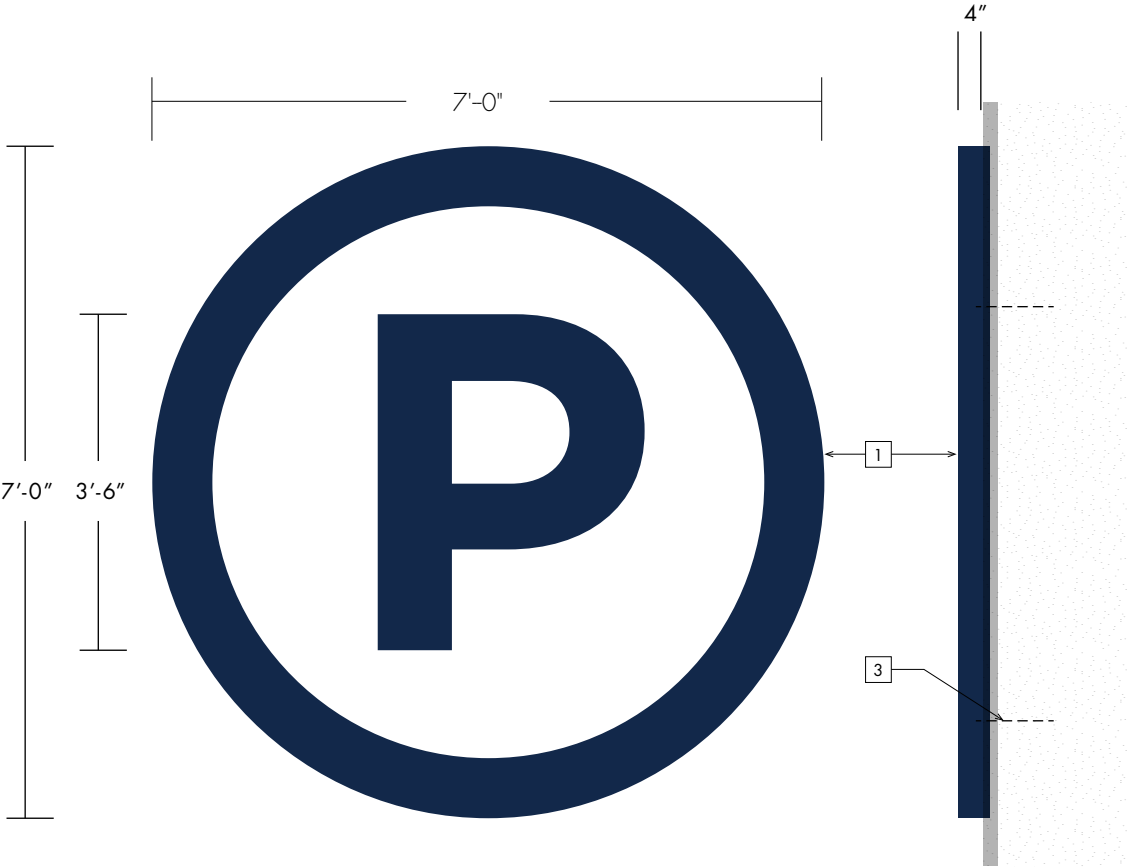
Final location must be coordinated with site conditions for visibility from circulation and exterior architectural features.

Additional Notes:
Sign is single sided and non-illuminated.



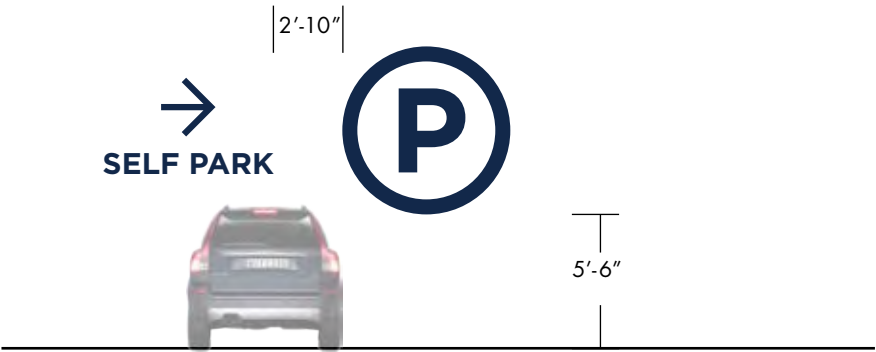
2 DETAIL ELEVATION
SCALE: 1/2"=1'-0"

3 SIDE VIEW
SCALE: 1/2"=1'-0"



4 DETAIL ELEVATION
SCALE: 1/2"=1'-0"

5 SIDE VIEW
SCALE: 3/8"=1'-0"



1 CONTEXT ELEVATION
SCALE: 1/4"=1'-0"



6 ALT LAYOUTS
SCALE: 1/2"=1'-0"

B80 OVERHEAD VEHICLE DIRECTION

- 1. **Letters & Symbol:** 2" thk fabricated aluminum sign letters and symbol w/ acrylic face featuring perforated blue vinyl. Sign letters to appear blue by day, lit white at night. Blue vinyl to match PMS 534C
- 2. **Support Bar:** Metal support bar painted to match PMS 534C.
- 3. **Tube:** 1 1/2" width metal square tube painted to match PMS 534C; conceal conduit.
- 4. **Mounting:** Mechanically anchored into scheduled architectural ceilings with w/ VHB tape, silicone, and threaded studs; no exposed fasteners or seams - coordinate fastener type w/ sign location ceiling construction.
- 5. **Electrical:** Coordinate power supplies, locations & requirements/limitations.

Additional Notes:
Sign is single sided and illuminated.

**14'-0" MINIMUM CLEARANCE REQUIRED
(FIELD VERIFY)**



REFERENCE IMAGE



3 ALT LAYOUTS
SCALE: 1/2"=1'-0"



4 CONTEXT RENDERING
SCALE: NTS



1 DETAIL ELEVATION
SCALE: 1"=1'-0"

2 DETAIL/SECTION
SCALE: 1"=1'-0"

D81 CLEARANCE BAR

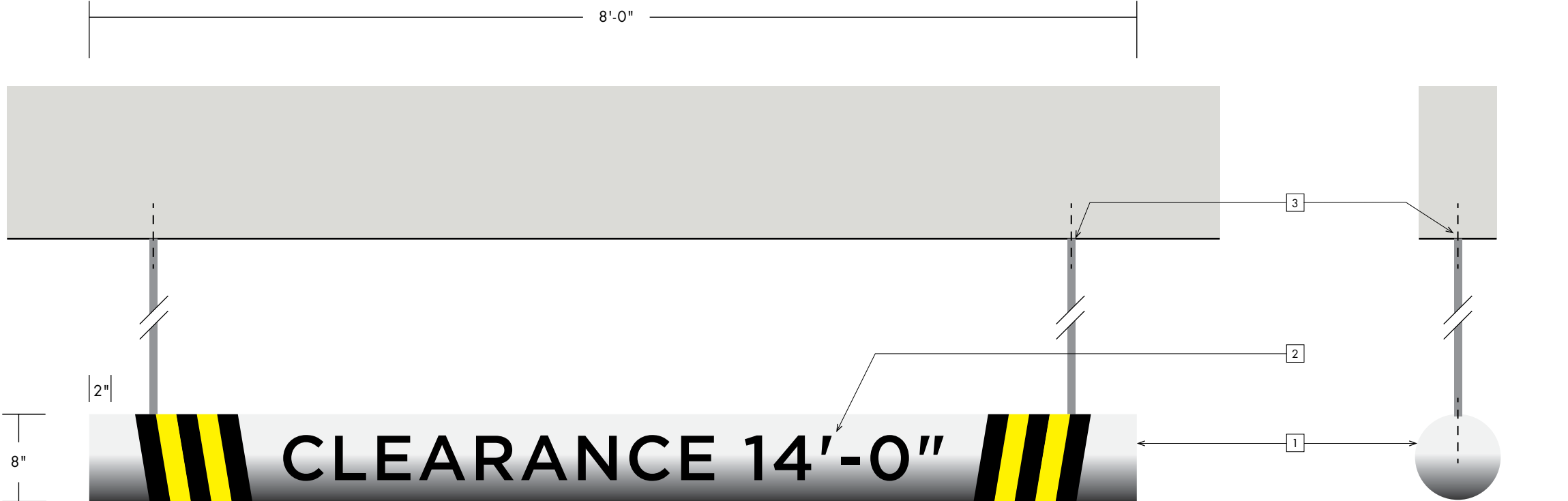
- 1. **Bar:** 8" diameter PVC tube painted w/ reflective vinyl text, with ends closed and finished.
- 2. **Primary Copy:** Surface screened text and graphics.
- 3. **Mounting:** Mechanically anchored into B80 valet overhead signs w/ 1/4" thk aircraft cable w/ concealed attachments to PVC tube; no exposed fasteners or seams, coordinate fastener type w/ sign location wall construction. Ensure mounting allows sign to sway when hit by vehicles.

Additional Notes:
Sign is single sided, and non-illuminated.

**14'-0" MINIMUM CLEARANCE REQUIRED
(FIELD VERIFY)**

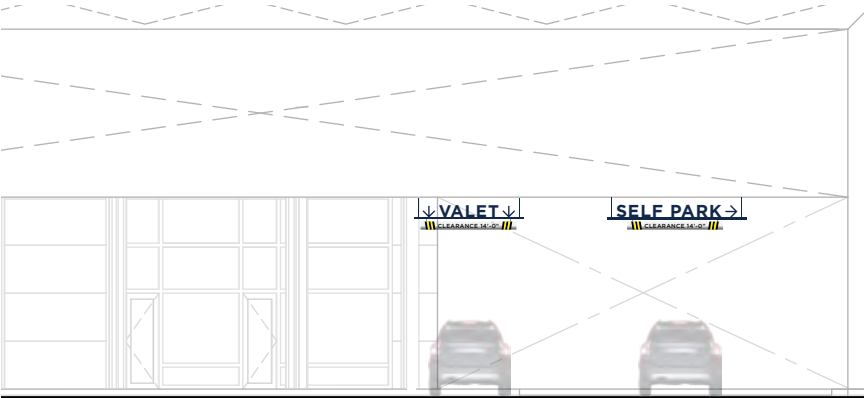


4 ALTERNATE MESSAGE
SCALE: NTS



2 DETAIL ELEVATION
SCALE: 1"=1'-0"

3 SIDE VIEW
SCALE: 1"=1'-0"



1 CONTEXT ELEVATION
SCALE: 1/16"=1'-0"





SIGN TYPE: E1, #80

OVERALL DIMENSIONS
WIDTH: 198'-0" & HEIGHT: 158'-7"

TOTAL: 31399 ft²

Note: Rivers Casino logo is painted to match PMS 1235C (Sunglow Yellow) and PMS 534C(Midnight blue).



SIGN TYPE: E2, #85
WINDOW VINYL
WIDTH: APPROX. 12'-0"
HEIGHT: APPROX. 14'-0"
TOTAL: 168 ft²

Note: Digitally printed vinyl.

CITY AMENDMENT SUMMARY TABLE							
MARK	TYPE	DESCRIPTION	SignWidth	SignHeight	Sqft	Status	COMMENTS
EXTERIOR- 2980 DES PLAINES RIVER ROAD PARCEL							
85	E2	VINYL IDENTITY	12' - 0"	14' - 0"	168	NEW SIGN	
				Total	168		
EXTERIOR- CASINO EAST							
24	A10	BUILDING IDENTITY - PRIMARY	7' - 0"	0' - 11"	6	NEW SIGN	
31	e9.1	FLAT CUTOUT TYPE (CASINO NAME)	16' - 5"	1' - 0"	16	EXISTING SIGN	
				Total	22		
EXTERIOR- CASINO SOUTH							
4a	e12.1	DIGITAL PRINTED MURAL	40' - 0"	16' - 0"	640	EXISTING SIGN	
5	e8.1	DURATRANS LIGHTBOX	10' - 0"	8' - 0"	80	EXISTING SIGN	
28a	e8.1	DURATRANS LIGHTBOX	10' - 0"	8' - 0"	80	EXISTING SIGN	
28b	e8.1	DURATRANS LIGHTBOX	10' - 0"	8' - 0"	80	EXISTING SIGN	
28c	e8.1	DURATRANS LIGHTBOX	10' - 0"	8' - 0"	80	EXISTING SIGN	
77	e14.2	INTERNALLY ILLUMINATED TYPE (CASINO NAME)	77' - 7"	5' - 3"	407	EXISTING SIGN	
78	e14.2	INTERNALLY ILLUMINATED TYPE (CASINO NAME)	36' - 0"	5' - 3"	189	EXISTING SIGN	
				Total	1556		
EXTERIOR- CASINO WEST							
6	e12.3	LED VIDEO SIGNAGE	25' - 1"	17' - 0"	426	NEW- LED SIGN	
7	e12.2	DIGITAL PRINTED MURAL	18' - 0"	16' - 0"	288	EXISTING SIGN	
8	e12.3	LED VIDEO SIGNAGE	25' - 1"	17' - 0"	426	NEW- LED SIGN	
9	e11.2	FLAT CUTOUT TYPE (EMPLOYEE ENTRY)	4' - 5"	1' - 5"	6	EXISTING SIGN	
10	e14.2	INTERNALLY ILLUMINATED TYPE (CASINO NAME)	61' - 0"	5' - 0"	305	EXISTING SIGN	
20	D81	CLEARANCE BAR	8' - 0"	0' - 8"	5	NEW SIGN	
33a	e8.1	DURATRANS LIGHTBOX	8' - 0"	8' - 0"	64	EXISTING SIGN	
33b	e8.1	DURATRANS LIGHTBOX	8' - 0"	8' - 0"	64	EXISTING SIGN	
35	e14.2	INTERNALLY ILLUMINATED TYPE (CASINO NAME)	61' - 0"	5' - 0"	305	EXISTING SIGN	
48	e6.1	FLAT CUTOUT TYPE	13' - 0"	1' - 0"	13	EXISTING SIGN	
49	e6.1	FLAT CUTOUT TYPE	13' - 0"	1' - 0"	13	EXISTING SIGN	
50	e6.1	FLAT CUTOUT TYPE	3' - 0"	3' - 0"	9	EXISTING SIGN	
51	e6.1	FLAT CUTOUT TYPE	7' - 0"	1' - 0"	7	EXISTING SIGN	
52	e7.1	F.E.C SIGN	2' - 0"	1' - 0"	2	EXISTING SIGN	
64a	B80	VEHICLE DIRECTIONAL - OVERHEAD	9' - 5"	1' - 2"	11	NEW SIGN	

EXTERIOR- CASINO WEST (CONT'D)							
64b	B80	VEHICLE DIRECTIONAL - OVERHEAD	6' - 0"	1' - 0"	6	NEW SIGN	
65a	D81	CLEARANCE BAR	8' - 0"	0' - 8"	5	NEW SIGN	
65b	D81	CLEARANCE BAR	8' - 0"	0' - 8"	5	NEW SIGN	
73	e12.3	LED VIDEO SIGNAGE	54' - 8"	16' - 2"	884	NEW- LED SIGN	
74	e12.3	LED VIDEO SIGNAGE	98' - 0"	15' - 8"	1535	NEW- LED SIGN	
75	A01	BUILDING IDENTITY	41' - 11"	10' - 0"	419	NEW SIGN	
76	e12.3	LED VIDEO SIGNAGE	23' - 4"	19' - 6"	455	NEW- LED SIGN	
				Total	5253		
EXTERIOR- GARAGE EAST							
66	B10	DIRECTION WALL MOUNTED	13' - 9 1/2"	7' - 0"	97	NEW SIGN	
69	e11.3	IDENTITY LETTERS	21' - 3"	11' - 8"	248	EXISTING SIGN	
				Total	345		
EXTERIOR- GARAGE NORTH							
17	e12.3	LED VIDEO SIGNAGE	18' - 8"	17' - 1"	319	NEW- LED SIGN	
19b	e12.1	LED MONITOR	41' - 0"	22' - 3"	912	EXISTING- LED	
70	e11.3	IDENTITY LETTERS	21' - 3"	11' - 8"	248	EXISTING SIGN	
79	e14.2	INTERNALLY ILLUMINATED TYPE (CASINO NAME)	35' - 8"	5' - 7"	199	EXISTING SIGN	
86	e4.1a	ILUMINATED PARKING SIGN	15' - 3"	3' - 6"	53	NEW SIGN	
				Total	1731		
EXTERIOR- GARAGE ROOF							
80	E1	ROOF PAINTED SIGN	198' - 0"	158' - 7"	31400	EXISTING SIGN	
				Total	31400		
EXTERIOR- GARAGE SOUTH							
15	e12.3	LED VIDEO SIGNAGE	18' - 2"	17' - 1"	310	NEW- LED SIGN	
26	e4.1	ILUMINATED PARKING SIGN	30' - 6"	7' - 0"	214	EXISTING SIGN	
40	A30	VALET IDENTITY	9' - 6"	1' - 2"	11	NEW SIGN	
41	A32	BUS DROP IDENTITY	3' - 0"	4' - 0"	24	NEW SIGN	BOTH SIDE
81	A14	VALET BLADE IDENTITY	3' - 0"	4' - 0"	24	NEW SIGN	BOTH SIDE
				Total	583		
EXTERIOR- GARAGE WEST							
13	e12.2	DIGITAL PRINTED MURAL	22' - 0"	13' - 6"	297	EXISTING SIGN	
14	e12.2	DIGITAL PRINTED MURAL	22' - 0"	13' - 6"	297	EXISTING SIGN	
16	e12.3	LED VIDEO SIGNAGE	24' - 6"	24' - 0"	588	NEW- LED SIGN	
18	e4.1	ILUMINATED PARKING SIGN	30' - 6"	7' - 0"	214	EXISTING SIGN	
71	e11.3	IDENTITY LETTERS	32' - 3"	17' - 8"	570	EXISTING SIGN	
				Total	1966		

EXTERIOR- SITE							
1	B1	VEHICLE DIRECTION - PRIMARY	4' - 2"	12' - 6"	104	EXISTING TO BE REPLACED	BOTH SIDE
2	B2	VEHICLE DIRECTION - SECONDARY	4' - 2"	9' - 0"	75	EXISTING TO BE REPLACED	BOTH SIDE
3	B3	PEDESTRIAN DIRECTION- TERTIARY	3' - 0"	4' - 10"	29	EXISTING TO BE REPLACED	BOTH SIDE
11	B2	VEHICLE DIRECTION - SECONDARY	4' - 2"	9' - 0"	75	EXISTING TO BE REPLACED	BOTH SIDE
21	B2	VEHICLE DIRECTION - SECONDARY	4' - 2"	9' - 0"	75	EXISTING TO BE REPLACED	BOTH SIDE
30	B2	VEHICLE DIRECTION - SECONDARY	4' - 2"	9' - 0"	75	EXISTING TO BE REPLACED	BOTH SIDE
36	B2	VEHICLE DIRECTION - SECONDARY	4' - 2"	9' - 0"	75	EXISTING TO BE REPLACED	BOTH SIDE
42	B2	VEHICLE DIRECTION - SECONDARY	4' - 2"	9' - 0"	75	EXISTING TO BE REPLACED	BOTH SIDE
43	B2	VEHICLE DIRECTION - SECONDARY	4' - 2"	9' - 0"	75	NEW SIGN	BOTH SIDE
44	B1	VEHICLE DIRECTION - PRIMARY	4' - 2"	12' - 6"	104	EXISTING TO BE REPLACED	BOTH SIDE
45	B1	VEHICLE DIRECTION - PRIMARY	4' - 2"	12' - 6"	104	EXISTING TO BE REPLACED	BOTH SIDE
46	B3	PEDESTRIAN DIRECTION- TERTIARY	3' - 0"	4' - 10"	29	EXISTING TO BE REPLACED	BOTH SIDE
47	B2	VEHICLE DIRECTION - SECONDARY	4' - 2"	9' - 0"	75	EXISTING TO BE REPLACED	BOTH SIDE
54	A5	MONUMENT SIGN - PRIMARY	64' - 2 1/2"	15' - 7"	1001	EXISTING- LED SIGN TO BE	
57	B3	PEDESTRIAN DIRECTION- TERTIARY	3' - 0"	4' - 10"	29	EXISTING TO BE REPLACED	BOTH SIDE
58	B2	VEHICLE DIRECTION - SECONDARY	4' - 2"	9' - 0"	75	EXISTING TO BE REPLACED	BOTH SIDE
59	B2	VEHICLE DIRECTION - SECONDARY	4' - 2"	9' - 0"	75	NEW SIGN	BOTH SIDE
60	B3	PEDESTRIAN DIRECTION- TERTIARY	3' - 0"	4' - 10"	29	NEW SIGN	BOTH SIDE

EXTERIOR- SITE (CONT'D)							
61	B3	PEDESTRIAN DIRECTION- TERTIARY	3' - 0"	4' - 10"	29	NEW SIGN	BOTH SIDE
62	B3	PEDESTRIAN DIRECTION- TERTIARY	3' - 0"	4' - 10"	29	EXISTING TO BE REPLACED	BOTH SIDE
63	B3	PEDESTRIAN DIRECTION- TERTIARY	3' - 0"	4' - 10"	29	NEW SIGN	BOTH SIDE
67	A34	RIDE SHARE IDENTITY	1' - 0"	4' - 10"	10	NEW SIGN	BOTH SIDE
68	A35	BUS DROP OFF IDENTITY	1' - 0"	4' - 10"	10	NEW SIGN	BOTH SIDE
83	B3	PEDESTRIAN DIRECTION- TERTIARY	3' - 0"	4' - 10"	29	NEW SIGN	BOTH SIDE
87	A80	LIGHT POLE SIGN	2' - 0"	3' - 0"	24	EXISTING SIGN	PER PAIR BOTH SIDES
88	A80	LIGHT POLE SIGN	2' - 0"	3' - 0"	24	EXISTING SIGN	PER PAIR BOTH SIDES
89	A80	LIGHT POLE SIGN	2' - 0"	3' - 0"	24	EXISTING SIGN	PER PAIR BOTH SIDES
90	A80	LIGHT POLE SIGN	2' - 0"	3' - 0"	24	EXISTING SIGN	PER PAIR BOTH SIDES
91	A80	LIGHT POLE SIGN	2' - 0"	3' - 0"	24	EXISTING SIGN	PER PAIR BOTH SIDES
92	A80	LIGHT POLE SIGN	2' - 0"	3' - 0"	24	EXISTING SIGN	PER PAIR BOTH SIDES
93	A80	LIGHT POLE SIGN	2' - 0"	3' - 0"	24	EXISTING SIGN	PER PAIR BOTH SIDES
94	A80	LIGHT POLE SIGN	2' - 0"	3' - 0"	24	EXISTING SIGN	PER PAIR BOTH SIDES
95	A80	LIGHT POLE SIGN	2' - 0"	3' - 0"	24	EXISTING SIGN	PER PAIR BOTH SIDES
96	A80	LIGHT POLE SIGN	2' - 0"	3' - 0"	24	EXISTING SIGN	PER PAIR BOTH SIDES
97	A80	LIGHT POLE SIGN	2' - 0"	3' - 0"	24	EXISTING SIGN	PER PAIR BOTH SIDES
98	A80	LIGHT POLE SIGN	2' - 0"	3' - 0"	24	EXISTING SIGN	PER PAIR BOTH SIDES
99	A80	LIGHT POLE SIGN	2' - 0"	3' - 0"	24	EXISTING SIGN	PER PAIR BOTH SIDES
100	A80	LIGHT POLE SIGN	2' - 0"	3' - 0"	24	EXISTING SIGN	PER PAIR BOTH SIDES
101	A80	LIGHT POLE SIGN	2' - 0"	3' - 0"	24	EXISTING SIGN	PER PAIR BOTH SIDES
102	A80	LIGHT POLE SIGN	2' - 0"	3' - 0"	24	EXISTING SIGN	PER PAIR BOTH SIDES
103	A80	LIGHT POLE SIGN	2' - 0"	3' - 0"	24	EXISTING SIGN	PER PAIR BOTH SIDES
104	A80	LIGHT POLE SIGN	2' - 0"	3' - 0"	24	EXISTING SIGN	PER PAIR BOTH SIDES
105	A80	LIGHT POLE SIGN	2' - 0"	3' - 0"	24	EXISTING SIGN	PER PAIR BOTH SIDES
106	A80	LIGHT POLE SIGN	2' - 0"	3' - 0"	24	EXISTING SIGN	PER PAIR BOTH SIDES
107	A80	LIGHT POLE SIGN	2' - 0"	3' - 0"	24	EXISTING SIGN	PER PAIR BOTH SIDES
				Total	2819		
Grand total: 95				Total	45843		

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The City of Des Plaines, Illinois ("*City*");

WHEREAS, Midwest Gaming & Entertainment, LLC is the owner ("*Owner*") of those certain parcels of real property located at 2980 River Road ("*Office Parcel*") and 3000 River Road ("*Casino Parcel*") which are collectively referred to herein as the "*Subject Property*"; and

WHEREAS, Ordinance No. Z-54-21 adopted by the City Council of the City of Des Plaines on _____, 2021 ("*Ordinance*"), grants approval of an amendment to the existing Conditional Use Permit for Local Alternative Sign Regulation, subject to certain conditions; and

WHEREAS, Owner 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 the Ordinance, and the Owner desires to evidence its consent to recording the Ordinance against the Subject Property;

NOW, THEREFORE, Owner does hereby agree and covenant as follows:

1. Owner shall, and does hereby, unconditionally agree to, accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. Z-54-21, adopted by the City Council on _____, 2021.
2. Owner 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 Owner against damage or injury of any kind and at any time.
3. Owner 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. Owner 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 Owner of its obligations under this Unconditional Agreement and Consent.

5. Owner shall, and does hereby agree 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:

**MIDWEST GAMING &
ENTERTAINMENT, LLC**

By:_____

By:_____

SUBSCRIBED and **SWORN** to
before me this _____ day of
_____, 2019.

Name:_____

Its:_____

Notary Public

MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF DES PLAINES, ILLINOIS HELD AT OAKTON COMMUNITY COLLEGE, 1600 E. GOLF ROAD, ROOM 1610, DES PLAINES, ILLINOIS 60016, SATURDAY, OCTOBER 2, 2021

CALL TO ORDER

The Special Meeting of the City Council of the City of Des Plaines, Illinois, was called to order by Mayor Goczkowski at 12:20 p.m. at Oakton Community College, 1600 E. Golf Road, Room 1610, Des Plaines, Illinois 60016 on Saturday, October 2, 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 City Manager/Director of Finance Wisniewski, Director of Public Works and Engineering Oakley, Community and Economic Development Manager Carlisle, Director of Information Technology Sora, Media Services Director Vana, Fire Chief Anderson, and Police Chief Anderson.

NEW BUSINESS:

STRATEGIC PLANNING

STRATEGIC PLANNING:

City Manager Bartholomew spoke regarding the progress of the City from the previous Strategic Planning Session to present.

The City Council discussed foundation of the City in terms of the mission statement, values, and vision. They conferred where the City is presently and the aspiration for the future.

The City Council reviewed their objectives regarding community character, re-imagined growth, infrastructure and mobility, and municipal excellence. The City Council formulated their goals for the progression of the City.

ADJOURNMENT:

Moved by Zadrozny, seconded by Chester to adjourn the meeting. The meeting adjourned at 3:00 p.m.

Jessica M. Mastalski – City Clerk

APPROVED BY ME THIS _____

DAY OF _____, 2021

Andrew Goczkowski, MAYOR

MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF DES PLAINES, ILLINOIS HELD IN THE ELEANOR ROHRBACH MEMORIAL COUNCIL CHAMBERS, DES PLAINES CIVIC CENTER, THURSDAY, OCTOBER 7, 2021

CALL TO ORDER: The Special Meeting of the City Council of the City of Des Plaines, Illinois, was called to order by Mayor Goczkowski at 6:02 p.m. in the Eleanor Rohrbach Memorial Council Chambers, Des Plaines Civic Center on Thursday, October 7, 2021.

ROLL CALL: Roll call indicated the following Aldermen present: Lysakowski, Moylan, Oskerka, Zadrozny, Brookman, Chester, Smith. Absent: Ebrahimi. A quorum was present.

Also present were: City Manager Bartholomew, Assistant City Manager/Director of Finance Wisniewski, Assistant Director of Finance Podbial, Senior Financial Analyst Principali, Financial Analyst – Purchasing Kogut, Finance Manager Strumpf, Director of Public Works & Engineering Oakley, Assistant Director of Public Works Watkins, Assistant Director of Engineering Duddles, Director of Community & Economic Development Carlisle, Police Chief Anderson, Fire Chief Anderson, Director of Special Operations Banker, Director of Media Services Vana, Director of Human Resources Madison.

ALDERMAN ZADROZNY DECLARED THAT THE CITY COUNCIL WAS NOW RESOLVED INTO A COMMITTEE OF THE WHOLE

FINANCE COMMITTEE – Alderman Zadrozny, Chair

2022 BUDGET: Chairman Zadrozny stated there is a slight increase in the 2022 City Budget; however, we are close in line with the 2021 City Budget.

OVERVIEW: City Manager Bartholomew presented the 2022 Proposed Budget Introduction and Overview. For this meeting, approximately half of the total budget will be reviewed which represents the General Fund.

Assistant City Manager/Director of Finance Wisniewski reiterated the review for tonight's meeting will be of the General Fund. The General Fund is the main operating fund which controls most of the City services.

PUBLIC COMMENT: Resident Stan Zimmerman expressed his concerns regarding the Budget Challenges.

ELECTED OFFICE: *Council Request:* None

CITY MANAGER: *Council Request:* None

FINANCE: *Council Request:* None

COMMUNITY & ECONOMIC DEVELOPMENT: *Council Request:* None

**PUBLIC WORKS
& ENGINEERING:***Council Request:* None**POLICE:***Council Request:* None**EMERGENCY
MANAGEMENT
AGENCY:***Council Request:* None**FIRE:***Council Request:* Moved by Brookman, seconded by Lysakowski, to approve the purchase of one Zoll Cardiac Monitor originally not approved in the 2022 Budget.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Zadrozny,
Brookman, Chester, Smith

NAYS: 0 - None

ABSENT: 1 - Ebrahimi

Motion declared carried.

**FIRE & POLICE
COMMISSION:***Council Request:* None**ADJOURNMENT:**

The next Special Meeting of the City Council scheduled for Tuesday, October 12, 2021 at 6:00p.m.

Moved by Brookman, seconded by Zadrozny to adjourn the meeting. The meeting adjourned at 6:54 p.m.

Jessica M. Mastalski, City Clerk

APPROVED BY ME THIS _____

DAY OF _____, 2020

Andrew Goczowski, MAYOR

MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF DES PLAINES, ILLINOIS HELD IN COUNCIL CHAMBERS, ROOM 102, DES PLAINES CIVIC CENTER, TUESDAY, OCTOBER 12, 2021

CALL TO ORDER: The Special Meeting of the City Council of the City of Des Plaines was called to order by Mayor Andrew Goczkowski at 6:02 p.m. in Room 102, Des Plaines Civic Center on Tuesday, October 12, 2021.

ROLL CALL: Roll call indicated the following Aldermen present: Lysakowski, Moylan, Oskerka, Zadrozny, Brookman, Chester, Smith, Ebrahimi. A quorum was present.

Also present were: City Manager Bartholomew, Assistant City Manager/Director of Finance Wisniewski, Assistant Director of Finance Podbial, Senior Financial Analyst Principali, Financial Analyst – Purchasing Kogut, Finance Manager Strumpf, Director of Public Works & Engineering Oakley, Assistant Director of Public Works Watkins, Assistant Director of Engineering Duddles, Director of Community & Economic Development Carlisle, Police Chief Anderson, Fire Chief Anderson, Director of Special Operations Banker, Director of Media Services Vana, Director of Human Resources Madison, Executive Assistant/Deputy FOIA Officer Annie Brzezinski

ALDERMAN ZADROZNY DECLARED THAT THE CITY COUNCIL WAS NOW RESOLVED INTO A COMMITTEE OF THE WHOLE

FINANCE COMMITTEE – Alderman Zadrozny, Chair

2022 BUDGET: Alderman Zadrozny stated that the 2022 Budget items for discussion include the Library, Overhead, TIF #1, TIF #3, TIF #5, TIF #6, TIF #7, TIF #8, Motor Fuel Tax Fund, CDBG Fund, Grant Funded Projects, Gaming Tax Fund, Debt Service, Capital Projects, Equipment Replacement, IT Replacement, Facilities Replacement, Water/Sewer Fund, City-Owned Parking, Metra-Leased Parking, Risk Management and Health Benefits

LIBRARY: Des Plaines Library Executive Director Jo Bonell presented the Des Plaines Library Budget.

GENERAL FUND OVERHEAD: *Council Request:* The \$150,000 budget request for Special Events was approved.

TIF #1 – DOWNTOWN: Assistant City Manager/Director of Finance Wisniewski provided an explanation of Tax Increment Finance (TIF) funding.

Council Request: None.

TIF #3 – WILLE ROAD: Assistant City Manager/Director of Finance Wisniewski provided an explanation of Tax Increment Finance (TIF) #3.

Council Request: None

TIF #5 – LEE & PERRY:

Assistant City Manager/Director of Finance Wisniewski provided an explanation of Tax Increment Finance (TIF) #5.

Council Request: None

TIF #6 – MANNHEIM & HIGGINS:

Assistant City Manager/Director of Finance Wisniewski provided an explanation of Tax Increment Finance (TIF) #6.

Council Request: None

TIF #7 – MANNHEIM & HIGGINS SOUTH:

Assistant City Manager/Director of Finance Wisniewski provided an explanation of Tax Increment Finance (TIF) #7.

Council Request: None

TIF #8 – OAKTON STREET CORRIDOR:

Assistant City Manager/Director of Finance Wisniewski provided an explanation of Tax Increment Finance (TIF) #8.

Council Request: None

MOTOR FUEL TAX FUND:

Council Request: None

CDBG FUND:

Council Request: None

GRANT FUNDED PROJECTS:

Council Request: None

GAMING TAX:

Council Request: None

DEBT SERVICE:

Council Request: None

CAPITAL PROJECTS:

Council Request: None

EQUIPMENT REPLACEMENT:

Council Request: None

IT REPLACEMENT

Council Request: None

FACILITIES REPLACEMENT

Council Request: None

WATER/ SEWER:

Council Request: None

CITY OWNED PARKING:

Council Request: None

**METRA LEASED
PARKING:***Council Request:* None**RISK
MANAGEMENT:***Council Request:* None**HEALTH
BENEFITS:***Council Request:* None**ADJOURNMENT**

The Special Meeting of the City Council scheduled for October 26, 2021 is canceled, as no further review is required.

Moved by Chester, seconded by Brookman, to adjourn the Special Meeting of the City Council. Motion declared carried. Meeting adjourned at 7:15 PM.

* Meeting was attended by: Executive Assistant/Deputy FOIA Officer Annie Brzezinski

* Minutes were prepared by: Executive Assistant/Deputy FOIA Officer Annie Brzezinski

Jessica M. Mastalski – City Clerk

APPROVED BY ME THIS _____

DAY OF _____, 2021

Andrew Goczkowski, MAYOR

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, OCTOBER 18, 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, October 18, 2021.

ROLL CALL

Roll call indicated the following Aldermen present: Lysakowski, Moylan, Oskerka, Zadrozny, Brookman, Chester, Smith, Ebrahimi. A quorum was present.

Also present were: City Manager Bartholomew, Assistant City Manager/Director of Finance Wisniewski, Director of Public Works and Engineering Oakley, Director of Community and Economic Development Carlisle, Fire Chief Anderson, 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 Ebrahimi.

PUBLIC COMMENT

Resident Craig Weiss spoke regarding the temporary limited parking on Danbury Lane due to the street resurfacing; and gave a viewpoint on the potential townhouse development on Oakton Street.

ALDERMEN ANNOUNCEMENTS

Alderman Chester mentioned the Des Plaines Park District is renovating Arndt Park.

MAYORAL ANNOUNCEMENTS

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 Brookman, seconded by Oskerka, 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: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,
Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

CONSENT AGENDA

Moved by Chester, seconded by Lysakowski, to establish the Consent Agenda.

Upon voice vote, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,
Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None
 ABSENT: 0 - None
 Motion declared carried.

Moved by Brookman, seconded by Lysakowski, to approve the Consent Agenda.
 Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,
 Brookman, Chester, Smith, Ebrahimi
 NAYS: 0 - None
 ABSENT: 0 - None
 Motion declared carried.

Minutes were approved; Request was approved; Appointments were approved; Ordinance M-17-21, M-18-21, M-19-21, M-20-21, M-21-21, M-22-21, M-23-21, M-24-21, M-25-21 were approved; Ordinance M-16-21, Z-48-21 were adopted; Resolutions R-160-21, R-164-21, R-165-21, R-166-21, R-167-21, R-168-21, R-171-21 were adopted.

**AMEND CITY
 CODE/ CLASS A
 LIQ LIC/ 1476
 MINER ST
 Consent Agenda**

Moved by Brookman, seconded by Lysakowski to Approve First Reading of Ordinance M-17-21, AN ORDINANCE AMENDING THE CITY CODE TO ADD ONE CLASS "A" LIQUOR LICENSE. Motion declared carried as approved unanimously under Consent Agenda.

**Ordinance
 M-17-21**

**APPROVE CLASS M
 LIQ LIC/CHG OF
 OWNERSHIP/
 1585 RAND ROAD
 Consent Agenda**

Moved by Brookman, seconded by Lysakowski to Approve, "CLASS M" LIQUOR LICENSE CHANGE OF OWNERSHIP (GAS STATION/RETAIL SALES BEER & WINE ONLY FOR OFF-SITE CONSUMPTION) FOR SHARDA04 CORPORATION D/B/A 7-ELEVEN #33055E, 1585 RAND ROAD. Motion declared carried as approved unanimously under Consent Agenda.

**AUTH 2021 TAX
 LEVY ABATE/
 2009A TAXABLE GO
 REFUND BONDS
 Consent Agenda**

Moved by Brookman, seconded by Lysakowski to Approve First Reading of Ordinance M-18-21, AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2021 TAX LEVY FOR THE 2009 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2009A. Motion declared carried as approved unanimously under Consent Agenda.

**Ordinance
 M-18-21**

**AUTH 2021 TAX
 LEVY ABATE/
 2014B GO REFUND
 BONDS
 Consent Agenda**

Moved by Brookman, seconded by Lysakowski to Approve First Reading of Ordinance M-19-21, AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2021 TAX LEVY FOR THE 2014 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014B. Motion declared carried as approved unanimously under Consent Agenda.

**Ordinance
 M-19-21**

**AUTH 2021 TAX
 LEVY ABATE/ 2018**

Moved by Brookman, seconded by Lysakowski to Approve First Reading of Ordinance M-20-21, AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2021 TAX LEVY

GO REFUND
BONDS
Consent Agenda

FOR THE 2018 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2018. Motion declared carried as approved unanimously under Consent Agenda.

Ordinance
M-20-21

AUTH 2021 TAX
LEVY ORD FOR
SPL SVC AREA/ #9/
624-640 W.
ALGONQUIN RD
Consent Agenda

Moved by Brookman, seconded by Lysakowski to Approve First Reading of Ordinance M-21-21, AN ORDINANCE LEVYING TAXES FOR SPECIAL SERVICE AREA NUMBER 9 OF THE CITY OF DES PLAINES, COOK COUNTY, IL. Motion declared carried as approved unanimously under Consent Agenda.

Ordinance
M-21-21

AUTH 2021 TAX
LEVY ORD FOR
SPL SVC AREA/ #10/
642-658 W.
ALGONQUIN RD
Consent Agenda

Moved by Brookman, seconded by Lysakowski to Approve First Reading of Ordinance M-22-21, AN ORDINANCE LEVYING TAXES FOR SPECIAL SERVICE AREA NO. 10 OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS. Motion declared carried as approved unanimously under Consent Agenda.

Ordinance
M-22-21

AUTH 2021 TAX
LEVY ORD FOR
SPL SVC AREA/ #14/
2140 & 2148
PLAINFIELD DR
Consent Agenda

Moved by Brookman, seconded by Lysakowski to Approve First Reading of Ordinance M-23-21, AN ORDINANCE LEVYING TAXES FOR SPECIAL SERVICE AREA NO. 14 OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS. Motion declared carried as approved unanimously under Consent Agenda.

Ordinance
M-23-21

AUTH 2021 TAX
LEVY ORD FOR
SPL SVC AREA/ #15/
345 & 353
ARDMORE RD
Consent Agenda

Moved by Brookman, seconded by Lysakowski to Approve First Reading of Ordinance M-24-21, AN ORDINANCE LEVYING TAXES FOR SPECIAL SERVICE AREA NO. 15 OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS. Motion declared carried as approved unanimously under Consent Agenda.

Ordinance
M-24-21

AUTH TERM EXP
SPL SVC AREAS/ #8,
#11, #12, & #13
Consent Agenda

Moved by Brookman, seconded by Lysakowski to Approve First Reading of Ordinance M-25-21, AN ORDINANCE TERMINATING EXPIRED SPECIAL SERVICE AREAS 8, 11, 12 AND 13. Motion declared carried as approved unanimously under Consent Agenda.

Ordinance
M-25-21

**APPROVE HAZ
MIGR GRANT
AGRMT/ IEMA
Consent Agenda**

Moved by Brookman, seconded by Lysakowski to Approve Resolution R-160-21, A RESOLUTION APPROVING A GRANT AGREEMENT WITH THE ILLINOIS EMERGENCY MANAGEMENT AGENCY. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-160-21**

**APPROVE AMD TO
CH VI/
INVESTMENTS/ FIN
PLCY & PROC
MANUAL
Consent Agenda**

Moved by Brookman, seconded by Lysakowski to Approve Resolution R-164-21, A RESOLUTION ADOPTING AN AMENDED INVESTMENT POLICY FOR THE CITY OF DES PLAINES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-164-21**

**ADOPT CLIM ACT
PLAN/ CHICAGO
REGION
Consent Agenda**

Moved by Brookman, seconded by Lysakowski to Approve Resolution R-165-21, A RESOLUTION ENDORSING THE 2021 CLIMATE ACTION PLAN FOR THE CHICAGO REGION. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-165-21**

**APPROVE MBR
MUN/ GREENEST
REGION COMPACT
Consent Agenda**

Moved by Brookman, seconded by Lysakowski to Approve Resolution R-166-21, A RESOLUTION ENDORSING THE METROPOLITAN MAYORS CAUCUS' GREENEST REGION COMPACT 2. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-166-21**

**APPROVE 3 YR
RENEWAL/
MICROSOFT ENT
AGRMT/ DELL
MARKETING
Consent Agenda**

Moved by Brookman, seconded by Lysakowski to Approve Resolution R-167-21, A RESOLUTION APPROVING AN AGREEMENT WITH TYLER TECHNOLOGIES FOR THE PURCHASE AND IMPLEMENTATION OF EXECUTIME SOFTWARE. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-167-21**

**APPROVE CHG
ORD NO. 1/ ARROW
RD CONSTR COMP/
GRANT FUND
PROJS
Consent Agenda**

Moved by Brookman, seconded by Lysakowski to Approve Resolution R-168-21, A RESOLUTION APPROVING CHANGE ORDER NO. 1 TO AN AGREEMENT WITH ARROW ROAD CONSTRUCTION COMPANY FOR THE 2020 CAPITAL IMPROVEMENT PROGRAM - CONTRACT A, STREET AND ADA IMPROVEMENTS. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-168-21**

**APPOINTMENT/
LISA DU BROCK/
LIBRARY BOARD
OF TRUSTEES**
Consent Agenda

Moved by Brookman, seconded by Lysakowski to Approve the APPOINTMENT FROM OCTOBER 4, 2021 CITY COUNCIL AGENDA OF LISA DU BROCK TO THE LIBRARY BOARD OF TRUSTEES – TERM TO EXPIRE JUNE 30, 2022. Motion declared carried as approved unanimously under Consent Agenda.

**APPOINTMENT/
THOMAS WEAVER/
PLANNING &
ZONING BOARD**
Consent Agenda

Moved by Brookman, seconded by Lysakowski to Approve the APPOINTMENT FROM OCTOBER 4, 2021 CITY COUNCIL AGENDA OF THOMAS WEAVER TO THE PLANNING & ZONING BOARD – TERM TO EXPIRE APRIL 30, 2023. Motion declared carried as approved unanimously under Consent Agenda.

**SECOND READING/
ORDINANCE
M-16-21**
Consent Agenda

Moved by Brookman, seconded by Lysakowski to Approve Ordinance M-16-21, AUTHORIZING THE DISPOSAL OF THE LISTED VEHICLES/EQUIPMENT THROUGH OBENAUF AUCTION SERVICE, INC, ROUND LAKE, ILLINOIS. Motion declared carried as approved unanimously under Consent Agenda.

**SECOND READING/
ORDINANCE
Z-48-21**
Consent Agenda

Moved by Brookman, seconded by Lysakowski to Approve Ordinance Z-48-21, AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT AND MAJOR VARIATION FOR A CONVENIENCE MART FUELING STATION USE AT 2000 MANNHEIM ROAD, DES PLAINES, ILLINOIS. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE MSTR
CNTRCT & TASK
ORD NO. 1/
TRANSSYSTEMS/
CAPITAL PROJS**
Consent Agenda

Moved by Brookman, seconded by Lysakowski to Approve Resolution R-171-21, A RESOLUTION APPROVING A MASTER CONTRACT WITH TRANSYSTEMS CORPORATION FOR PROFESSIONAL ENGINEERING SERVICES AND TASK ORDER NO 1 OFR ALGONQUIN ROAD GRADE SEPARATION PHASE I ENGINEERING. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-171-21**

**APPROVE
MINUTES**
Consent Agenda

Moved by Brookman, seconded by Lysakowski to Approve the Minutes of the City Council meeting of October 4, 2021, as published. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE
MINUTES**
Consent Agenda

Moved by Brookman, seconded by Lysakowski to Approve the Closed Session Minutes of the City Council meeting of October 4, 2021, as published. Motion declared carried as approved unanimously under Consent Agenda.

**UNFINISHED
BUSINESS**

**SECOND READING/
CONSIDER
AMENDING
CHAPTER 12 OF
TITLE 15 OF THE
CITY CODE**
Ordinance
M-15-21

The City operates two separate TV channels on Comcast, Wide Open West (WOW) and AT&T – Des Plaines Government Access Channel 17 and Public Access Channel 24. The live broadcasting and webcasting of City Council meetings and broadcasting of other video programming require high-tech equipment and infrastructure. Media Services estimates that current PEG capital needs are more than \$200,000 over the next three to five years.

Pursuant to the U.S. Cable Act and authorized by the Illinois Cable and Video Competition Law, units of government can impose by Ordinance the collection of a PEG Access Support

Fee from franchise holders providing cable and video service in the City for capital costs associated with PEG access.

The amount of the PEG Access Support Fee imposed by this Ordinance shall be one percent (1%) of the gross revenues for AT&T and WOW, and up to \$0.35 per subscriber per month for Comcast.

The City currently collects a PEG Capital Fee from WOW, which generated \$18,168.09 in 2020. If approved by Council, the City will begin collecting up to \$0.35 per customer per month from Comcast and similarly request collection of a PEG Fee from AT&T. The total potential revenue from these PEG Fees is approximately \$81,168 annually.

Staff recommends the City Council approval of Ordinance Amending Chapter 12 of Title 15 of the City of Des Plaines City Code to Establish and Impose a Public, Educational, and Governmental (PEG) Access Support Fee.

Moved by Moylan, seconded by Oskerka, to Adopt the Ordinance M-15-21, AN ORDINANCE AMENDING CHAPTER 12 OF TITLE 15 OF THE CITY OF DES PLAINES CITY CODE TO ESTABLISH AND IMPOSE A PUBLIC, EDUCATIONAL, AND GOVERNMENTAL ACCESS SUPPORT FEE.

Upon roll call, the vote was:

AYES: 6 - Lysakowski, Moylan, Oskerka,
Zadrozny, Brookman, Ebrahimi

NAYS: 2 - Chester, Smith

ABSENT: 0 - None

Motion declared carried.

NEW BUSINESS

WARRANT REGISTER Resolution R-169-21

FINANCE & ADMINISTRATION – Alderman Zadrozny, Chair

Alderman Zadrozny presented the Warrant Register.

Moved by Zadrozny, seconded by Oskerka, to approve the Warrant Register of October 18, 2021 in the Amount of \$3,831,309.80 and approve Resolution R-169-21.

Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,
Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

2021 ESTIMATED PROPERTY TAX LEVY RESOLUTION Resolution R-170-21

Alderman Zadrozny presented the 2021 Estimated Property Tax Levy Resolution.

Each year the City complies with the Illinois Truth in Taxation Act (ITTA) requirements as it pertains to the issuance of the property tax levy. The ITTA requires the City to provide notice and conduct a public hearing if the proposed aggregate levy is 5% or more than the previous year's property tax extension. The aggregate levy is defined as the combination of the annual corporate levy and all other special purpose levies. The aggregate levy does not include debt service levies and levies made for the purpose of paying amounts due under public building commission leases. Under the ITTA, the City would be prohibited from levying any amount greater than 5% of the previous year's property tax extension if we failed to comply with this specific notice and hearing provisions.

The first step in complying with the requirements of the ITTA is to determine whether the 2021 estimated aggregate levy is 5% or more than the 2020 property tax extension.

Since the 2021 estimated aggregate levy is below the 5% of the 2020 property tax extension (-2.91% decrease), the City is not required to publish a legal notice and hold a public hearing. However, staff recommend publishing a legal notice and holding a public hearing as it would provide the City Council with increased flexibility in determining the 2021 property tax levy amount and more opportunity for public input.

The schedule of the key dates and actions that must be observed in order to facilitate the review and approval of the 2021 property tax levy:

- October 18 - Approval of the 2021 Proposed Property Tax Levy Resolution and Public Notice
- October 18-25 - Publication of Property Tax Levy Public Hearing Legal Notice in local newspaper November 1 Public Hearing on the Property Tax Levy Ordinance 1st Reading of the Property Tax Levy Ordinance
- November 15 - 2nd Reading and Approval of the Property Tax Levy Ordinance
- December 28 - Last day to file the Tax Levy Ordinance with the Cook County Clerk's Office

It is noted that the levy amounts presented are preliminary – the City Council may change the levy amounts prior to the final approval of the Tax Levy Ordinance at the November 15th City Council meeting.

Staff recommends the City Council approve the Resolution and Legal Notice for publication and hold the public hearing on the 2021 estimated property tax levy on Monday, November 1, 2021, at 7:00pm (at the beginning of the regularly scheduled City Council meeting).

Moved by Zadrozny, seconded by Chester, to approve the 2021 Estimated Property Tax Levy Resolution and approve Resolution R-170-21.

Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,
Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

COMMUNITY DEVELOPMENT – Alderman Chester, Chair

Director of Community and Economic Development Carlisle reviewed a memorandum dated October 5, 2021.

CONSIDER **APPROVING** **MAJOR** **VARIATION FROM** **SECTION 12-9-6.C.** **OF THE CITY OF** **DES PLAINES** **ZONING** **ORDINANCE TO** **ALLOW A** **PARKING PAD AT** **2071 PINE STREET** **(CASE #21-039-V)** **Ordinance** **Z-49-21**

The petitioner, Jay Sheth, is requesting variations to install one off-street parking space, defined by the Zoning Ordinance as a “parking pad,” of approximately 200 square feet in the front of his townhouse unit at 2071 Pine Street. For access, the parking pad will require a short “residential driveway,” also defined by the Ordinance, as well as a driveway apron in the public right-of-way to connect the parking pad with the street. The subject property is 1,314 square feet in area and 18 feet wide. It is improved with the petitioner's townhouse unit, which is adjoined under one roof with three other townhouse units, all of which are separated by vertical walls and individually owned. The existing residence is set back 25 from the west (front) property line and built to the north and south (side) lot lines, where it adjoins other townhouse units. Therefore, it is nonconforming with the minimum side yard setback (5 feet), as well as the minimum lot area per unit of 2,800 square feet. Per the Ordinance, each of separately owned townhouse units, including the subject property, is its own zoning lot. The subject property includes one deeded parking space in the parking lot to the east, accessible from Chestnut Street. With only one space, the property is nonconforming, as two off-street spaces are

required per townhouse unit per Section 12-9-7. The front yard is currently landscaped with grass and plantings, and is delineated by a chain-link fence.

In Section 12-9-6.C., the Ordinance states that off-street parking spaces may be located “on surface lots, underground, under a building, or in parking structures.” “Parking pad” is defined in the Ordinance as exactly the kind of facility the petitioner is proposing: adjacent to a driveway, providing access to a single motor vehicle (Section 12-13-3). But a parking pad is distinct from a surface lot, which refers to a parking facility with more than one space. In 2019 the City adopted text amendments aimed at mostly eliminating parking pads for single-family detached properties. However, “parking pad” was not stricken entirely from the Ordinance, signaling that it may be appropriate for some districts or uses. Nonetheless, the lack of mention of parking pad in 12-9-6 necessitates a major variation in this case.

Furthermore, Section 12-7-1.C. contains a table of permitted obstructions in required yards. The table refers to driveways multiple times but does not identify them as a permitted obstruction. Therefore, strict adherence to the Ordinance would permit only an eight-foot-wide driveway – to allow five feet on each side – which would be substandard. Instead, the petitioner is proposing an 11-foot-wide by 18-foot-long parking pad, which would reasonably accommodate the bumper-to-bumper length and door swing of a sedan vehicle. The parking pad would be accessed by a short residential driveway that is part of the same surface.

To accommodate the project, the petitioner also seeks a reduction of the required side yard to 3.5 feet from the minimum five. This is a 30 percent reduction and falls under a minor variation that may be granted by the Zoning Administrator per Section 12.3.6. While the yard reductions are required for the driveway, they are not required for the parking pad because Section 12-9-6.C allows off-street parking in any required yard in the R-3 district.

The PZB recommended approval by a 5-0 vote with conditions. If the City Council ultimately approves the request, the following conditions are recommended:

1. The front segment of chain-link fence is removed to accommodate the project;
2. The parking pad, driveway, and driveway apron cannot obstruct access to any utilities, with modifications to the final project design as necessary to comply, while still complying with all other City regulations; and
3. On-site landscaping shall be installed at the north and eastern edges of the parking pad.
4. Added by the PZB: The petitioner must first propose a permeable paver surface with the permit submittal. If the City Engineer reviews and does not believe a permeable surface is reasonable in this location, it may be rejected and the petitioner can then propose a fully pervious surface such as concrete.

Moved by Brookman, seconded by Chester, to Approve the Ordinance Z-49-21 as amended removing condition number four, AN ORDINANCE APPROVING A MAJOR VARIATION FROM SECTION 12-9-6.C. OF THE CITY OF DES PLAINES ZONING ORDINANCE TO ALLOW A PARKING PAD AT 2071 PINE STREET (CASE #21-039-V).

Upon voice vote, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,
Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

Advanced to second reading by Brookman, seconded by Chester, to Adopt the Ordinance Z-49-21 as amended removing condition number four AN ORDINANCE APPROVING A MAJOR VARIATION FROM SECTION 12-9-6.C. OF THE CITY OF DES PLAINES ZONING ORDINANCE TO ALLOW A PARKING PAD AT 2071 PINE STREET (CASE #21-039-V).

Upon roll call, the vote was:

AYES: 8- Lysakowski, Moylan, Oskerka, Zadrozny,
Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

CONSIDER
GRANTING A
CONDITIONAL USE
PERMIT FOR THE
OPERATION OF A
TRADE
CONTRACTOR USE
AT 110 S RIVER
ROAD, SUITE 5, DES
PLAINES, IL
Ordinance
Z-50-21

Director of Community and Economic Development Carlisle reviewed a memorandum dated October 5, 2021.

The petitioner, Neil Hansen, has requested a Conditional Use Permit to operate a carpet, upholstery, and air duct cleaning business, The Bright Side, INC., at 110 S. River Road, Suite 5. The subject property contains a multi-tenant building with a surface parking area. The subject property is located along River Road east of the Rand Road Community Mobile Home Park and north of Pesche's Flowers. The subject property is currently accessed by two curb cuts off River Road. The petitioner began operating The Bright Side, INC. out of this location in May 2021 without a business license. Thus, the petitioner is requesting a conditional use permit to bring his trade contractor use into compliance with the Des Plaines Zoning Ordinance.

The existing one-story, 26,320-square-foot building is made up of five suites with a front customer entrance and service entrance with garage door at the rear of the unit. Suite 5 has its main entrance on the south side of the building and consists of approximately 2,573 square feet. The existing suite is mostly open with one frame partition separating the main entrance, offices, and restrooms from the open shop floor. Based on the Floor Plan, the petitioner proposes to utilize the existing frame partition area as an office and waiting area with the restrooms, totaling approximately 1,294 square feet. The remaining area, totaling approximately 1,279 square feet, will be utilized for storage and open shop area. The petitioner's proposal does not include any changes to the building. The dumpster for this suite will be stored inside the building at all times with the exception of trash pickup days in compliance with Section 12-10-11 of the Zoning Ordinance.

Pursuant to Section 12-9-7 of the Zoning Ordinance, the following off-street parking requirements apply:

- 1 parking space for every 200 square feet of gross floor area for office spaces; and
- 1 parking space for every 1,500 square feet of gross floor area for warehouse space (i.e., accessory storage).

Thus, a total of six parking spaces, including one handicap accessible parking space, are required. The Site Plan, completed in coordination with the property owner, indicates all of the available parking for the entire site totals 78 parking spaces and four accessible spaces with unloading areas. The available parking on the property meets the parking requirement for the proposed trade contractor use. The Bright Side, INC. will be open on Monday through Friday from 7 am to 7 pm, Saturday from 9 am to 12 pm, and closed on Sundays. Their services will include the cleaning of carpets, upholstery, and air ducts off-site at customer's houses. There are six employees including the owner. However, a maximum of two employees will be present on site at a given time.

The PZB recommended (5-0) that the City Council approve the request with conditions. Similarly, staff recommends approval of the requests via Ordinance Z-50-21, which approves a conditional use, subject to the following conditions.

Condition of Approval:

1. That the parking area shall be repaved with a dust-free hard surface and the parking spaces shall be painted on the property to match the approved Site Plan

Moved by Lysakowski, seconded by Brookman, to Approve the Ordinance Z-50-21, AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR THE OPERATION OF A TRADE CONTRACTOR USE AT 110 S RIVER ROAD, SUITE 5, DES PLAINES, IL.

Upon voice vote, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,
Brookman, Chester, Smith, Ebrahimi

NAYS: 0- None

ABSENT: 0 - None

Motion declared carried.

Advanced to second reading by Lysakowski, seconded by Chester, to Adopt the Ordinance Z-50-21, AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR THE OPERATION OF A TRADE CONTRACTOR USE AT 110 S RIVER ROAD, SUITE 5, DES PLAINES, IL.

Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,
Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

CONSIDER
APPROVING A
ZONING MAP
AMENDMENT AND
MAJOR
VARIATION FROM
SECTION 12-7-1 OF
THE CITY OF DES
PLAINES ZONING
ORDINANCE FOR
2805-2845
MANNHEIM RD
Ordinance
Z-51-21

Director of Community and Economic Development Carlisle reviewed a memorandum dated October 5, 2021.

Image Des Plaines LLC is contract purchaser of the approximately four-acre site at the southeast corner of Mannheim Road and Pratt Avenue, roughly bordered by the Canadian National rail line on the east and I-90/ Tollway on the south. Aside from an existing billboard in the southwest corner, the site is currently vacant. Image Des Plaines is partnering with Chicago-based developer GW Properties to propose a full redevelopment of the largely vacant site with the following concepts:

- A 5,000-square-foot building, currently envisioned as a Class A restaurant
- A 10,500-square-foot multi-tenant commercial building containing a mix of restaurants and retail
- 212 surface parking spaces, including eight mobility impaired accessible spaces
- A 19,000-square-foot above-ground basin for stormwater - A new electronic message board billboard in the southeast corner of the site (a separate application has been filed regarding the billboard: Case 21-042- TA-V)

The existing zoning designation, C-2, allows restaurants and retail only when they are accessory to an office or hotel. A map amendment to C-3 would entitle both restaurants and retail as permitted uses. The developer has begun negotiations with multiple tenants, one of which was divulged during the public hearing as Outback Steakhouse, which would occupy the single-tenant, northern building.

The Tentative Plat of Subdivision shows the land being delineated into four lots of record: Lot 1 (northernmost) is the standalone restaurant with parking, Lot 2 is the multi-tenant restaurant-retail development with parking and stormwater basin, and Lots 3 and 4 are for billboards. Lots 3 and 4 will not meet minimum lot dimensions, and Lot 4 will not front on a public street, requiring variation at the time of approval of the Final Plat of Subdivision. Otherwise, the Tentative Plat meets the requirements as expressed in Section 13-2-2. Of note, the Plat labels a 12-inch sanitary sewer running north-south and bisecting the property. The City's Public Works and Engineering Department will require the sewer connection to be maintained via an easement indicated on the Final Plat. Other underground infrastructure on site may be abandoned, as the previous Alger Street and Railroad Avenue were vacated in years past. The

Site Plan indicates an easement and access drive from the parking lot area in Lot 2 to the billboard area, which will be necessary for maintenance and repair to the billboard.

Although the full development after subdivision may exist eventually under separate ownership, it will be built upon as a unit under common ownership, which makes it one zoning lot at this time of initial review. Section 12-7-1 limits zoning lots to one principal building except in instances of planned unit development (PUD), C-4-zoned regional shopping centers, and other large-lot institutional and industrial development. The petitioner is not applying for a PUD nor do they propose joining all of the potential commercial tenants under one roof, in large part because of the site-selection demands of the potential tenants. Therefore, the petitioner is seeking a variation from this provision.

The following is an estimated application of the parking requirements (Section 12-9-7) for the various uses, with some assumptions based on the envisioned mix of tenants and their possible layouts:

- Restaurant (Class A) / North Building: 1 space for every 100 square feet of net floor area, or 1 space for every 4 seats, whichever is greater, plus 1 space for every 3 employees.
 - Comment: Employee counts and detailed floor plans are not yet available, but Lot 1 of the subdivision is shown with 97 parking spaces. Assuming 4,000 square feet of net floor area and 30 employees (restaurant staff working at one time), the requirement would be around 50 spaces. The parking appears to be ample and, in fact, much could be utilized by the uses in the other building if necessary.
- Restaurants (Class B) / South Building: 1 space for every 50 square feet of net floor area, or 1 space for every 4 seats, whichever is greater, plus 1 space for every 3 employees.
 - Comment: Employee counts are not yet available, but Lot 2 of the subdivision is shown with 115 parking spaces. Assuming 5,000 square feet of net area plus 15 employees, the requirement is 105 spaces.
- Retail establishment / South Building: 1 space for every 250 square feet of gross floor area.
 - Comment: The estimated requirement would be 16 spaces, although there are specific types of retail establishments that have separate ratios than the general one used here.

In summary, the total parking requirement is estimated around 170-175 spaces, so the parking would likely be more than sufficient. Regarding traffic, the petitioner submitted a study conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.). The study concludes that while the development and uses can be expected to generate additional traffic, the existing roadway system can accommodate the traffic without the need for additional signals, lanes (e.g. turn or deceleration lanes), or other substantial changes to either Mannheim or Pratt. The study also concludes the site layout allows for efficient internal circulation and access. While the conclusions generally seem reasonable, the Illinois Department of Transportation will need to permit the proposed driveway to Mannheim. IDOT may require this to be altered to a "right-in, right-out" configuration.

The PZB voted 5-0 to approve the Tentative Plat of Subdivision and 5-0 to recommend approval of the Map Amendment and Major Variation. Should the City Council approve the requests, staff and the PZB suggest the following conditions:

1. All proposed ground and building-mounted signs must comply with all provisions of Section 12-11, or the petitioner must obtain zoning approval.
2. A lighting plan labeling all building-mounted and freestanding light fixtures and providing photometric details must be submitted and approved with the building permit.

3. Grading/drainage and other on-site infrastructure and public improvement details are provided to the satisfaction of the Public Works and Engineering Department with the submission of the Final Plat of Subdivision.

Moved by Chester, seconded by Brookman, to Approve the Ordinance Z-51-21, AN ORDINANCE APPROVING A ZONING MAP AMENDMENT AND MAJOR VARIATION FROM SECTION 12-7-1 OF THE CITY OF DES PLAINES ZONING ORDINANCE FOR 2805-2845 MANNHEIM RD.

Upon voice vote, the vote was:

AYES: 8- Lysakowski, Moylan, Oskerka, Zadrozny,
Brookman, Chester, Smith, Ebrahimi

NAYS: 0- None

ABSENT: 0 - None

Motion declared carried.

Advanced to second reading by Chester, seconded by Brookman, to Adopt the Ordinance Z-51-21, AN ORDINANCE APPROVING A ZONING MAP AMENDMENT AND MAJOR VARIATION FROM SECTION 12-7-1 OF THE CITY OF DES PLAINES ZONING ORDINANCE FOR 2805-2845 MANNHEIM RD.

Upon roll call, the vote was:

AYES: 7- Lysakowski, Oskerka, Zadrozny, Brookman,
Chester, Smith, Ebrahimi

NAYS: 1 - Moylan

ABSENT: 0 - None

Motion declared carried.

CONSIDER
APPROVING TEXT
AMDS RELATED
TO BILLBOARDS
AND A VARIATION
FOR A PROPOSED
NEW BILLBOARD
AT 2805-2845
MANNHEIM
Ordinance
Z-52-21
Z-53-21

Director of Community and Economic Development Carlisle reviewed a memorandum dated October 5, 2021.

Image Des Plaines LLC is contract purchaser of the site at the southeast corner of Mannheim Road and Pratt Avenue, bordered by the Canadian National rail line on the east and I-90/Tollway on the south. Aside from an existing static billboard in the southwest corner of the site, it is currently vacant. In the southeast corner of the site, the petitioner intends to erect a new electronic message board billboard on one sign face (facing east), a static billboard on the other sign face (facing west), on a structure not to exceed 99 feet in height. Each 1,200-square-foot sign face is aimed at I-90 traffic. The last time the City raised its allowance for number of billboard permits was in 2005 by Ordinance Z-24-05. The new billboard would be wholly within Lot 4 in the subdivision proposed in the Tentative Plat of Subdivision that is part of the application for Case 21-041-MA-TSUB-V. Permitting and erecting the billboard is integral to the financing for the restaurant-and-retail proposal inherent to that application.

However, permitting the billboard requires 1.) a text amendment to Section 12-11-5 to allow an electronic message board as an initial installation, as currently they may only occur through conversions of existing static, non-electronic billboards; 2.) a text amendment to Section 12-11-6 to increase the number of available billboard permits (both static and electronic message board) within the City from 12 to 13; 3.) another text amendment to 12-11-6 to exempt all billboards from the signage limitation of 600 square feet on parcels of less than 5 acres; and 4.) a variation from the provision that requires at least 300 feet between any portion of a billboard and a residential property line. The closest portion of the proposed billboard "V" (i.e. two sign faces) is the northeast corner. Per the measurement method prescribed by the Ordinance, the billboard is 127 feet from residentially zoned property, which is PIN 09-33-302-002, an unimproved, wooded property owned by ComEd. However, the closest lot line of a property improved with a residence is 316 feet away. Based on staff review, the proposed billboard would meet the other zoning and location requirements, which generally include:

- The proposed location must be on a lot zoned C-1, C-2, C-3, M-1 M-2 or M-3 (the subject site is currently zoned C-2 and proposed as C-3);
- The billboard must be within 660 feet of I-90 or I-294
- The proposed billboard must satisfy the spacing requirements of the Illinois Advertising Control Act
- All third-party government approvals must be obtained

The petitioner has already sought approval from the Illinois Department of Transportation and the Federal Aviation Administration. However, no billboard can be constructed on this property without first obtaining approval from the City of Des Plaines.

The PZB voted 5-0 to recommend approval of both the text amendments and variation. Should the City Council vote to approve the request, the PZB and staff recommend the following conditions for the variation:

1. The elevation drawing is revised so the billboard structure will not exceed 99 feet in height.
2. All required Illinois Department of Transportation (IDOT) and Federal Aviation Administration (FAA) approvals are completed and obtained.

Additionally, the PZB and staff recommend the billboard permit be tied to the construction of the proposed commercial development at 2805-2845 Mannheim, proposed through Case 21-041-MAP-TSUB-V.

Representatives for Image Des Plaines LLC and the developers associated with the site spoke in favor of the request for a billboard to be approved for this property.

Moved by Chester, seconded by Brookman, to DENY the Ordinance Z-52-21, AN ORDINANCE AMENDING THE TEXT OF THE DES PLAINES ZONING ORDINANCE REGARDING BILLBOARDS (CASE# 21-042-TA-V).

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Brookman,
Chester, Smith, Ebrahimi

NAYS: 1 - Zadrozny

ABSENT: 0 - None

Motion declared carried.

Due to the passed motion to DENY the Ordinance Z-52-21, therefore there was not a vote on Ordinance Z-53-21, AN ORDINANCE APPROVING A MAJOR VARIATION FROM SECTION 12-11-6.B OF THE CITY OF DES PLAINES ZONING ORDINANCE AT 2805-2845 MANNHEIM ROAD (CASE #21-042-TA-V).

CONSIDER
APPROVING AN
AMDS TO A COND
USE FOR A LOCAL
ALT SIGN REG FOR
2980-3000 RIVER
ROAD
Ordinance
Z-54-21

Director of Community and Economic Development Carlisle reviewed a memorandum dated October 6, 2021.

The applicant, Michael Tobin on behalf of Midwest Gaming & Entertainment, has requested a Conditional Use Amendment for an existing LASR to allow for increased signage on the property located at 2980-3000 S. River Road. The existing property contains a 140,363-square-foot casino building, a four-story parking garage with a pedestrian bridge connecting from the second level of the garage to the casino building, and a two-story office building with a surface parking lot. A casino expansion is underway that will result in an approximately 225,000-square-foot building with an expanded number of gaming positions (from 1,200 to 2,000), as well as an enlarged parking structure (now 3,063 total parking spaces). The two-story expansion of the casino building has led to new gaming space, a small food and beverage outlet, and a more than 10,000-square-foot multipurpose event area, with associated back-of-house areas.

With all lots combined, the property encompasses 20.017 acres in land area. This request comes after the previous two Planned Unit Development Major Amendment requests to expand the existing parking garage (approved December 2, 2019 through Ordinance Z-33-19) and expand the existing casino building (approved March 15, 2021 through Ordinance Z-31-21) to accommodate necessary floor area and parking for the expansion. The most currently approved LASR was embedded into the approval of Ordinance Z-33-19. Pursuant to Section 12-11-8 of the Zoning Ordinance, Planned Unit Developments may establish a LASR plan via a conditional use for their property subject to review and approval from the Planning and Zoning Board pursuant to the procedures for conditional uses.

The existing building and site as a whole currently contain a variety of different building and freestanding signage ranging from directional to video signs with a total count of 95 signs. However, the petitioner is requesting to add 20 new static signs, replace 15 existing static signs, add eight new LED signs, and replace one existing LED sign totaling 28 new signs altogether:

- Static Signs: The new static signs consist of identity, directional, and clearance bar signs proposed at and around vehicle/pedestrian entrances/access drives and bus stop/rideshare pickup/drop-off areas. The existing static signs to be replaced are directional signs to assist motorists and pedestrians in navigating the property.
- LED Signs: The new LED signs consist of identification signs positioned in high visible areas to attract motorists and pedestrians to the property. There is one new LED sign proposed for the east elevation facing the main entrance. However, the remainder of the new LED signs are located on the west elevation facing I-294. The existing LED sign at the northwest corner of the River Road/Devon Avenue intersection is the only LED sign being replaced as part of this request.

The PZB recommended (5-0) that the City Council approve the request without conditions. Similarly, staff recommends approval of the requests via Ordinance Z-54-21, which approves a conditional use with the following conditions:

1. A three-foot landscape bed in all directions be provided at the base of all freestanding signs, per the standards set forth in Section 12-11-4(G). This landscaping shall be comprised of low-lying evergreen shrubs, perennials, and annuals.
2. That structural design plans shall be provided for all signage at time of permit.
3. The applicant shall provide sight line analysis for vehicle-to-vehicle sightlines and vehicle-to-pedestrian/bicycle sightlines showing that the sign position does not intrude upon the AASHTO Green Book sight triangles for the freestanding signs proposed along the roadway driveways and site access drives. The location of the freestanding signs may have to be slightly adjusted at the time of building permit review to comply with AASHTO site triangle clearance.

Moved by Chester, seconded by Brookman, to Approve the Ordinance Z-54-21, AN ORDINANCE APPROVING AN AMENDMENT TO A CONDITIONAL USE FOR A LOCAL ALTERNATIVE SIGN REGULATION FOR 2980-3000 RIVER ROAD, DES PLAINES, ILLINOIS (CASE #21-040-CU LASR).

Upon voice vote, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,
Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

PUBLIC SAFETY– Alderman Oskerka, Chair

CONSIDER
APPROVING ONE
YR AGMT WITH

A Request for Proposals for crossing guard services was released on June 15, 2021. Three responses were received on June 29, 2021.

ANDY FRAIN SVCS
FOR CROSSING
GUARD SVCS
Resolution
R-163-21

The City received three responses to the Request for Proposals: Andy Frain Services, located in Aurora, Illinois, Cross Safe located in Charlotte, North Carolina, and Star Detective & Security located in Chicago, Illinois. Pricing for the three proposals based on an estimated 12,279 hours of crossing guard services: Star Detective & Security - \$282,828.00; Andy Frain Services - \$333,574.23; and Cross Safe \$424,907.34. The City will only be invoiced for actual crossing guard hours.

Although Star Security's proposal was lower than Andy Frain Services, they do not possess the experience and expertise that Andy Frain does. Star Detective & Security's references provided in their proposal were all related to providing security officers, not crossing guards. Andy Frain Services is a local firm that is currently providing crossing guard services to several Chicagoland municipalities and school districts, including Oak Park, Carol Stream, Bolingbrook, West Chicago, and Evanston. Andy Frain Services has substantially the most experience in providing crossing guard services out of the three proposers. Additionally, all references provided by Andy Frain Services are positive. Based on these factors, staff is recommending an award to Andy Frain Services to provide crossing guard services to the City.

The City of Des Plaines is the current provider of crossing guard services to Des Plaines' schools. The crossing guard program is managed by the Police Department and funded out of the General Fund.

Crossing guards are provided at approximately 25 locations covering School District 59 and School District 62. During the 2020-2021 school year, there were 31 part-time crossing guards. The current rate of pay is approximately \$15.90 per hour. The program is overseen by the Chief of Police, with the daily operational oversight conducted by several Police personnel. The Human Resources division provides administrative support related to hiring, recruiting, and processing of candidates. Additionally, the Police Department provides substitutions for crossing guard absences when needed.

The 2021 budget to maintain crossing guards is \$185,400 for temporary pay. This basic cost does not include other costs incurred to support the program. The City pays approximately \$1,000 per year for equipment and \$1,040 for background checks and physical examinations. Administrative expenses provided by Police personnel are approximately 1,450 hours or \$104,000 annually. The annual administrative cost provided by the Human Resources division including recruitment is estimated to be 10 hours or approximately \$780. The staff time spent on administration is compounded in years with high turnover among the part-time crossing guard staff.

Turnovers and daily sick calls create gaps in crossing guard coverage that require Police personnel to fill in. Police personnel are also required in scenarios where, even without turnover and sick calls, the City does not have the adequate number of part-time crossing guards to cover all crossing locations. For 2020-2021, the Police Department provided crossing guard coverage for approximately 400 hours. Including salary and benefits, utilizing Police personnel adds an estimated \$24,700 to the crossing guard program. In total, staff estimates that the annual cost for the City to manage the crossing guard program is \$316,920. Costs not considered in the above analysis include unemployment insurance and workers compensation. Additionally, having a third-party vendor assume the risks of the crossing guard program will reduce the City's exposure to potential litigation.

Staff recommends City Council consider awarding the crossing guard services contract to Andy Frain Services for a one-year term from January 1, 2022 to December 31, 2022 with three optional one-year extensions.

Moved by Chester, seconded by Brookman, to defer to the Committee of the Whole meeting on November 4, 2021 the Resolution R-163-21, A RESOLUTION APPROVING AN AGREEMENT WITH ANDY FRAIN SERVICES FOR CROSSING GUARD SERVICES.
No Vote.

A substitute motion moved by Oskerka, seconded by Zadrozny, to defer to the City Council meeting on November 1, 2021 the Resolution R-163-21, A RESOLUTION APPROVING AN AGREEMENT WITH ANDY FRAIN SERVICES FOR CROSSING GUARD SERVICES.

Upon roll call, the vote was:

AYES: 6 - Lysakowski, Moylan, Oskerka,
Zadrozny, Chester Ebrahimi

NAYS: 2 - Brookman, Smith

ABSENT: 0 - None

Motion declared carried.

CONSIDER
AMENDING
CHAPTER 6 OF
TITLE 2 OF THE
CODE
CONSIDERING THE
BOARD OF FIRE
AND POLICE
COMMISSIONERS
Ordinance
M-14-21

Over the past year, Staff has reviewed, evaluated the researched the current responsibilities and powers of the Board of Fire and Police Commissioners (BFPC) set forth in Chapter 6 of Title 2 of the City Code. In reviewing the code and evaluating the best practices set forth by other area municipalities that pertain to responsibilities and powers of a BFPC, Staff recommends the changes as presented in the Ordinance.

The City established a BFPC in 1935. The powers and duties of the BFPC are outlined and governed in Chapter 6 of the City Code. Their primary duties and powers, in brief, are to conduct the process establishing a hiring list for City of Des Plaines Probationary Patrol Officers and Probationary Firefighters; extend promotional examinations and establish lists for commissioned ranks in the Fire and Police Department; and to conduct disciplinary hearings if so elected under the Collective Bargaining Agreements.

The City of Des Plaines has home rule authority that allows the City to self-govern provided that the State's General Assembly did not explicitly limit that power or authority in a specific area. The City has the right, under its home rule authority, to govern the rules and regulations of the BFPC (unless explicitly limited by statute).

In reviewing Chapter 6 of Title 2 of the City Code, Staff identified that the City Council has previously not exercised its home rule authority concerning the adoption of rules governing the BFPC, and allowed the BFPC to adopt and amend the Rules and Regulations that govern their body without prior review and consent by Council. The recommended amendments to the Ordinance require City Council to prepare and approve the Rules and Regulations of the BFPC.

As is consistent with other Boards and Commissions within the City, the amendments clarify that City Council employs the attorney of its own choosing to represent the BFPC and extends a Commissioner's term of appointment from one year to two years. The changes further state that the Chairman of the BFPC, with consent of the City Council, will be appointed by the Mayor each year.

The City of Des Plaines and the BFPC is under the purview of the Freedom of Information Act (FOIA) and the Personnel Records Review Act, which requires certain documentation to be maintained and provided under strict deadlines. Staff currently does not have regular access to historical files. This is primarily due to the sensitive nature of much of the documentation including, but not limited to, psychological and medical examinations, as well as personal and identifiable information of employees and candidates like home address and social security numbers.

The City currently has a protected structure set-up to properly maintain this confidential information, which is currently housed in Human Resources. All information is behind a closed

door, in locked cabinets and is properly maintained by Human Resources Personnel only who are trained to manage sensitive documentation.

The proposed changes allow the City Manager to select a member of City Staff to serve as the Secretary of the BFPC. It further clarifies that this role will be responsible for taking all meeting minutes and is the custodian of all records pertaining to the business of the BFPC. The City Manager intends to designate the Human Resources Director in that role if the amendments are approved. These changes will allow for strictly controlled access to pertinent employment documentation and the historical files of the Commission, which are to be located at City Hall only.

Staff recommends the changes as presented in the Ordinance.

Moved by Oskerka, seconded by Chester, to defer to the City Council meeting on November 1, 2021 the Ordinance M-14-21, AN ORDINANCE AMENDING CHAPTER 6 OF TITLE 2 OF THE CITY CODE OF THE CITY OF DES PLAINES CONCERNING THE BOARD OF FIRE AND POLICE COMMISSIONERS.

No Vote.

A substitute motion moved by Brookman, seconded by Smith, to defer to the Committee of the Whole meeting on November 4, 2021 the Ordinance M-14-21, AN ORDINANCE AMENDING CHAPTER 6 OF TITLE 2 OF THE CITY CODE OF THE CITY OF DES PLAINES CONCERNING THE BOARD OF FIRE AND POLICE COMMISSIONERS.

Upon roll call, the vote was:

AYES: 5- Moylan, Brookman, Chester,
Smith, Ebrahimi

NAYS: 3- Lysakowski, Oskerka, Zadrozny

ABSENT: 0 - None

Motion declared carried.

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

Mayor Goczkowski added if residents are seeking further information from their Aldermen, individuals can subscribe at desplaines.org/mycity.

ADJOURNMENT

Moved by Brookman, seconded by Chester to adjourn the meeting. The meeting adjourned at 8:16 p.m.

Jessica M. Mastalski – City Clerk

APPROVED BY ME THIS _____

DAY OF _____, 2021

Andrew Goczkowski, MAYOR



FINANCE DEPARTMENT

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5300
desplaines.org

MEMORANDUM

Date: October 20, 2021
To: Michael G. Bartholomew, City Manager
From: Dorothy Wisniewski, Assistant City Manager/Director of Finance
Subject: Resolution R-178-21, November 1, 2021 Warrant Register

A handwritten signature in blue ink, appearing to be 'D.W.', is located to the right of the 'To:' line.

Recommendation: I recommend that the City Council approve the November 1, 2021 Warrant Register Resolution R-178-21.

Warrant Register.....\$4,523,441.19

Estimated General Fund Balance

Balance as of 09/30/2021: \$29,342,519

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.

CITY OF DES PLAINES

RESOLUTION

R-178-21

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.

November 1, 2021

City of Des Plaines

Warrant Register 11/01/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund					
Department: 00 - Non Departmental					
1	4160	Real Estate Transfer Tax	8490 McMahon, Susan	Refund 10/14/21 Real Estate Transfer Tax Refund 10/14/2021	660.00
2	4210	Personal Property Replacement Tax	4999 Des Plaines Public Library	3rd Qtr 2021 PPRT Allocation 3rd Qtr 2021	23,247.00
3	4630	Resident Ambulance Fees	8287 Medicaid Illinois	DPIL-210013540:1 Medical Reimbursement DOS 04/11/2021	1,912.46
4	4630	Resident Ambulance Fees	8287 Medicaid Illinois	DPIL-210016243:1 Medical Reimbursement DOS 05/01/2021	2,413.89
5	4630	Resident Ambulance Fees	8287 Medicaid Illinois	DPIL-210016934:1 Medical Reimbursement DOS 05/05/2021	2,415.75
6	4630	Resident Ambulance Fees	8287 Medicaid Illinois	DPIL-210020791:1 Medical Reimbursement DOS 06/01/2021	2,416.75
7	4630	Resident Ambulance Fees	8287 Medicaid Illinois	DPIL-2121706:1 Medical Reimbursement DOS 06/07/2021	2,416.75
8	4630	Resident Ambulance Fees	8287 Medicaid Illinois	DPIL-2127224:1 Medical Reimbursement DOS 07/13/2021	2,416.75
9	4630	Resident Ambulance Fees	8287 Medicaid Illinois	DPIL-2128403:1 Medical Reimbursement DOS 07/21/2021	2,414.92
10	4631	Nonresident Ambulance Fees	7814 Medicare B Illinois	DPIL-210019333:1 Medical Reimbursement DOS 05/22/2021	340.90
11	4631	Nonresident Ambulance Fees	8287 Medicaid Illinois	DPIL-2122820:1 Medical Reimbursement DOS 06/14/2021	2,413.89
12	4631	Nonresident Ambulance Fees	1459 Blue Cross Blue Shield of Illinois	DPIL-2125501:1 Medical Reimbursement DOS 07/01/2021	96.07
Total 00 - Non Departmental					43,165.13

Elected Office					
Division: 110 - Legislative					
13	6000	Professional Services	8452 Anderson Legislative Consulting LTD	10-2021 Lobbyist Services - October 2021 - R-130-21	5,420.00
14	6000	Professional Services	7692 Advantage Government Strategies LLC	2091 Lobbyist Services September 9/1-12/2021 (Prorated) R-183-20	2,000.00
15	6000	Professional Services	8453 Raucci & Sullivan Strategies LLC	3456 Lobbyist Services - September 2021 - R-131-21	5,000.00
Total 110 - Legislative					12,420.00

Division: 120 - City Clerk					
16	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 101021 Water Delivery 09/16/2021	8.00
Total 120 - City Clerk					8.00

Total 10 - Elected Office					12,428.00
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City Administration					
Division: 210 - City Manager					
17	6110	Printing Services	1233 Press Tech Inc	48445 1 Box of Business Cards 09/30/2021	20.00

City of Des Plaines

Warrant Register 11/01/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
18	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 101021	Water Delivery 09/16/2021	68.40
Total 210 - City Manager						88.40

Division: 220 - Legal						
19	6009	Legal Fees - Admin Hearings/Prosecutions	1073 Bartel, Raymond	21-19	Traffic Court and Administrative Hearings 09/28/10/07/2021	845.00
20	6010	Legal Fees - Labor & Employment	1127 Clark Baird Smith LLP	14491	Legal Fees Sept 2021	6,015.00
Total 220 - Legal						6,860.00

Division: 230 - Information Technology						
21	6305	R&M Equipment	1035 Dell Marketing LP	10522455053	Dell Rugged Warranty 09/29/2021-09/28/2022	318.00
22	6305	R&M Equipment	8399 Park Place Technologies LLC	PUSA10090034888	Sewer Maintenance Contract 11/01-11/30/2021	117.00
23	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 101021	Water Delivery 09/16/2021	27.44
Total 230 - Information Technology						462.44

Division: 240 - Media Services						
24	6110	Printing Services	8421 Allegra Marketing Print & Mail	191146	"Authorized Personnel Only" Signs for Garage 10/11/2021	250.00
25	7000	Office Supplies	1644 Warehouse Direct Inc	5065146-0	2 Dozen Note Pads	27.14
26	7200	Other Supplies	2016 Signarama	42487	Two Director Name Plates and One Badge	96.00
Total 240 - Media Services						373.14

Division: 250 - Human Resources						
27	5325	Training	7133 Mid-West Truckers Association Inc	P 740277	CDL Queries-Annual 08/17/2021	405.00
28	5340	Pre-Employment Testing	8291 Accurate Employment Screening LLC	AUR2063036	Pre-Employment Background Screenings 09/01 - 09/30/2021	238.00
29	5345	Post-Employment Testing	7133 Mid-West Truckers Association Inc	742554	Annual Random Drug/Alcohol Testing for FY2002 - PW - 09/21/2021	4,050.00
30	5345	Post-Employment Testing	7133 Mid-West Truckers Association Inc	P745901	Random CDL Testing 10/05/2021	218.25
31	6000	Professional Services	8482 Peak Compliance Training LLC	1068	Organizational Sexual Harassment Training License Fees 10/06/21	4,950.00
32	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 101021	Water Delivery 09/16/2021	27.44
Total 250 - Human Resources						9,888.69

City of Des Plaines

Warrant Register 11/01/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Division: 260 - Health & Human Services					
33	6550	Subsidy - Senior Citizen Cab Service	7919 Des Plaines GoGo Taxi	105 Taxi Cab Voucher Program-August 2021 M-12-11	24.00
Total 260 - Health & Human Services					24.00

Total 20 - City Administration	17,696.67
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Department: 30 - Finance						
34	6110	Printing Services	1665 Classic Graphic Ind Inc	87961	500 Laser Checks for Payroll 09/29/2021	156.01
35	7000	Office Supplies	1644 Warehouse Direct Inc	5067119-1	1 Box of Monitor Screen Wipes	5.34
36	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 101021	Water Delivery 09/16/2021	73.40
37	7320	Equipment < \$5,000	1644 Warehouse Direct Inc	5067119-0	One 12-Digit Calculator	134.66
38	8010	Furniture & Fixtures	1066 Office Depot	202098533001	1 Office Chair - Finance	310.26
Total 30 - Finance						679.67

Community Development						
Division: 410 - Building & Code Enforcement						
39	6110	Printing Services	1233 Press Tech Inc	48424	2 Boxes of Envelopes 09/30/2021	354.96
40	7000	Office Supplies	1644 Warehouse Direct Inc	5064984-0	2 Boxes Copy Paper, Post-It Notes, Batteries, Labels	84.36
41	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 101021	Water Delivery 09/16/2021	84.89
Total 410 - Building & Code Enforcement						524.21

Division: 420 - Planning & Zoning						
42	6110	Printing Services	1233 Press Tech Inc	48424	2 Boxes of Envelopes 09/30/2021	344.52
43	7000	Office Supplies	1644 Warehouse Direct Inc	5064984-0	2 Boxes Copy Paper, Post-It Notes, Batteries, Labels	65.35
Total 420 - Planning & Zoning						409.87

Division: 430 - Economic Development						
44	6000	Professional Services	5215 CoStar Realty Information Inc	114817356-1	October 2021 Available Property Database	398.79
45	6110	Printing Services	1233 Press Tech Inc	48424	2 Boxes of Envelopes 09/30/2021	344.52
Total 430 - Economic Development						743.31

Total 40 - Community Development	1,677.39
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Public Works & Engineering						
Division: 520 - Geographic Information Systems						
46	6195	Miscellaneous Contractual Services	1060 Municipal GIS Partners Inc	5546	R-185-20 Geographic Information System Support 09/01-09/30/2021	17,376.17
Total 520 - Geographic Information Systems						17,376.17

City of Des Plaines

Warrant Register 11/01/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
Division: 530 - Street Maintenance						
47	6040	Waste Hauling & Debris Removal	7691 Builders Asphalt LLC	87146	2.0 Loads Broken Asphalt Disposal - 09/28/2021	200.00
48	6040	Waste Hauling & Debris Removal	7691 Builders Asphalt LLC	87743	4.0 Loads Broken Asphalt Grindings Disposal - 10/05/2021	250.00
49	6135	Rentals	6656 Route 12 Rental Co Inc	115235	Stump Grinder Rental & Gas - 09/02/2021	231.95
50	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	10691	Branch Pick Up - 60018 - September 2021 - 09/29/2021, R-169-19	10,490.00
51	6175	Tree Plantings	1347 Lurvey Landscape Supply	S1-10075217-01	Japanese Lilac Tree - Miner St Tree Grate 08/31/2021	388.50
52	6175	Tree Plantings	1347 Lurvey Landscape Supply	T1-10408961	Maple Tree - Miner St Tree Grate 08/31/2021	335.00
53	6175	Tree Plantings	1347 Lurvey Landscape Supply	T1-10408970	Credit for Exchange of Japanese Lilac Tree 08/31/2021	(36.75)
54	6195	Miscellaneous Contractual Services	1559 Continental Weather Svc	193955	Weather Forecasting - October 2021	150.00
55	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	206022	Supplemental Watering - Downtown - 09/01-09/30/2021, R-3-21	2,225.00
56	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	206029	Watering - City Owned Greenspace - 09/30/2021, R-27-21	1,975.00
57	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	206030	Mums - Mt Prospect/NW Hwy & Lee/Mannheim - 09/30/2021, R-27-21	1,812.00
58	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	206031	Pruning - Downtown - 09/30/2021, R-3-21	2,000.00
59	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	206032	Mowing Services - September 2021 - 09/30/2021, R-27-21	17,610.00
60	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	206036	Fall Mums - Downtown - 09/30/2021	12,050.00
61	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	206037	Landscape Maint - September 2021 - Downtown - 09/30/2021, R-3-21	2,356.00
62	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	206051	Additional Mowing - 09/30/2021, R-27-21	1,340.00
63	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	206057	Fertilizer/Weed Control Applications - 09/30/2021, R-14-20	6,044.00
64	6195	Miscellaneous Contractual Services	7706 Lakeshore Recycling Systems LLC	PS407411	Street Sweeping Services - 09/16-09/21/2021, R-5-21	265.22

City of Des Plaines

Warrant Register 11/01/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
65	6325	R&M Street Lights	1044 H&H Electric Co	37543	Traffic Signal Inspection - 08/17/2021, R-78-19	388.08
66	6325	R&M Street Lights	1044 H&H Electric Co	37544	Streetlight Repairs - Metro Square-08/24/2021, R-78-19	582.67
67	6325	R&M Street Lights	1044 H&H Electric Co	37550	Streetlight Repair- Mannheim/Spruce - 08/10 & 08/25/2021, R-78-19	4,146.49
68	6325	R&M Street Lights	1044 H&H Electric Co	37551	Streetlight Repairs - 08/27/2021, R-78-19	707.97
69	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	0024365	Chisel Markers & Push Broom - PW 5043	44.92
70	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	86881	Cut Off Wheels, Metal Grinding, & Flap Disc	29.79
71	7050	Supplies - Streetscape	4177 Uline Inc	139286149	Garbage Can - PW	696.55
72	7055	Supplies - Street R&M	1732 Traffic Control & Protection Inc	108996	Sign Post Puller	622.10
73	7055	Supplies - Street R&M	1047 Home Depot Credit Svcs	1632671	Sign Shop Supplies	249.85
74	7055	Supplies - Street R&M	1192 Sherwin Industries Inc	81721	Yellow Traffic Paint - Curbs	465.00
75	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	87369	56.56 Tons Asphalt - Beau Drive - 09/30/2021, R-38-21	2,375.52
76	7055	Supplies - Street R&M	1057 Menard Incorporated	87425	Graffiti Removal Supplies	63.85
77	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	87835	48.24 Tons Asphalt - PW - 10/06/2021, R-38-21	2,026.08
Total 530 - Street Maintenance						72,084.79

Division: 535 - Facilities & Grounds Maintenance						
78	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	10-83	Exterior Pest Control - City Hall & Police - 10/01/2021	80.00
79	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	10-84	Interior Pest Control - City Hall & Police - 10/01/2021	193.00
80	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4097335167	Mat Service - Metra Train Station - 09/29/2021	35.00
81	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4098007936	Mat Service - Metra Train Station - 10/06/2021	35.00
82	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4098007975	Mat Service - Police Station - 10/06/2021	122.24
83	6195	Miscellaneous Contractual Services	5017 United Rent A Fence	45670	Temporary Fence - PW South Parking Lot - 10/23-12/23/2021	300.30
84	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	80474	Inspection & General Pest Control - Food Pantry - 08/03/2021	187.00

City of Des Plaines

Warrant Register 11/01/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
85	6195	Miscellaneous Contractual Services	5214 State Industrial Products	902174761 Drain Maint Program 10/08/2021 - City Hall & Police Station	109.27
86	6195	Miscellaneous Contractual Services	1112 Architectural Consulting Group LTD	C21-327 Plan Drawings 10/05/2021 - City Hall 5th Floor	1,320.00
87	6315	R&M Buildings & Structures	1025 Bedco Inc	097390 HVAC Motor Install - City Hall Finance - 09/29/2021, R-167-19	1,881.70
88	6315	R&M Buildings & Structures	1025 Bedco Inc	097403 PM Exhaust Fan - PW Gun Range - 10/06/2021, R-167-19	115.00
89	6315	R&M Buildings & Structures	1025 Bedco Inc	097405 Service Contract - 10/07/2021, R-167-19	627.50
90	6315	R&M Buildings & Structures	1025 Bedco Inc	097405 Service Contract - 10/07/2021, R-167-19	627.50
91	6315	R&M Buildings & Structures	1025 Bedco Inc	097407 Blower Wheel Repair - City Hall - 10/06/2021, R-167-19	629.30
92	6315	R&M Buildings & Structures	6420 International Exterminator Company Inc	80472 General Pest Control - PW - 07/19/2021	196.00
93	6315	R&M Buildings & Structures	6420 International Exterminator Company Inc	90268 Interior Pest Control - Police Station - 09/17/2021	196.00
94	6315	R&M Buildings & Structures	7952 Emerald Restaurant Service	90338 Oven Door - Fire Station #61 - 10/07/2021	2,459.60
95	6315	R&M Buildings & Structures	1544 Fox Valley Fire & Safety Company Inc	IN00447650 Annual Radio Inspection @ Metro Sq Pkg - 06/16/2021	62.00
96	6315	R&M Buildings & Structures	2350 Anderson Elevator Co	INV-47787-V7C9 Monthly Elevator Inspections - October 2021 - 10/01/2021	700.00
97	6315	R&M Buildings & Structures	2350 Anderson Elevator Co	INV-47787-V7C9 Monthly Elevator Inspections - October 2021 - 10/01/2021	700.00
98	7025	Supplies - Custodial	1029 Cintas Corporation	4097335119 Cleaners, Paper Towels, Air Freshener, Soap, Mat, Scrub - PW	114.73
99	7025	Supplies - Custodial	1029 Cintas Corporation	4098007977 Scraper, Cleaners, Paper Towels, Air Freshener, Soap, Etc. - PW	119.51
100	7025	Supplies - Custodial	1028 Case Lots Inc	6746 Paper Towels & Toilet Tissue - City Hall	2,095.10
101	7025	Supplies - Custodial	1028 Case Lots Inc	6747 Trash Can Liners - City Hall	1,427.20
102	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	5451783 Markers & Tool Bag	17.95
103	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	8430398 Nut Driver Set & Socket Set	40.45
104	7035	Supplies - Equipment R&M	1018 Anderson Lock Company LTD	1076054 2 Keys Cut - Facilities Van	12.90
105	7035	Supplies - Equipment R&M	1057 Menard Incorporated	87207 Screws & Wipes	13.26
106	7035	Supplies - Equipment R&M	1057 Menard Incorporated	87213 Cleaning Supplies to Clean Trucks	4.39

City of Des Plaines

Warrant Register 11/01/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
107	7045	Supplies - Building R&M	1527 Sherwin-Williams Company, The	0435-8	2 Gals Paint - PW Foreman's Office	79.62
108	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1071843	Keys Cut - Fire Station #61	19.00
109	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1075618	Front Door Glass - PW	201.87
110	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	1140	Roof Nails - Food Pantry	3.59
111	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	1150	Fasteners & Caulk - Food Pantry	12.92
112	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	1274	Fasteners - City Hall	6.16
113	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	1292	Extension Box - PW	3.59
114	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2024088	4x8 Sheets Hardboard - Metra Train Station	36.24
115	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2025398	Cable Ties, Conduit Hanger, Bushing, Washers, Etc. - PW	34.39
116	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2604188	Drill Screws, Elbow, Clamps, Etc. - PW	24.90
117	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2755711	PVC Pipe, Couplings, Blade, Etc. - Fire Station #62	389.39
118	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2756663	Sanitary Tees, Plugs, Elbows, Etc. - Fire Station #62	114.18
119	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	3622469	Black Poly Sheeting - City Hall	85.54
120	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8024659	Window Tape & Silicone - PW Gas Pump	34.22
121	7045	Supplies - Building R&M	1057 Menard Incorporated	86589	Returned Shop Light - PW	(79.99)
122	7045	Supplies - Building R&M	1057 Menard Incorporated	86591A	Shoplights, Corner Brace, Drill Bits - PW	153.75
123	7045	Supplies - Building R&M	1057 Menard Incorporated	86884	Auger, Slip Joint Washer, 4X4 Cover Plate - Police Station	32.50
124	7045	Supplies - Building R&M	1057 Menard Incorporated	86890	Connectors, Bushings, Gang Box, Gang Blank Cover, Etc. - PW	154.13
125	7045	Supplies - Building R&M	1057 Menard Incorporated	86905	Level, Hex Lock, & Conduit - PW	106.38
126	7045	Supplies - Building R&M	1057 Menard Incorporated	87057	Lawnmower & Gas Can - Fire Station #63	414.98
127	7045	Supplies - Building R&M	1057 Menard Incorporated	87058	Gloves, Connectors, Pry Bar, Hex Driver, Etc. - Fire Station #61	71.62
128	7045	Supplies - Building R&M	1527 Sherwin-Williams Company, The	8707-2	Five 5-Gal Paint Cans - City Hall	186.40
129	7045	Supplies - Building R&M	1057 Menard Incorporated	87258	Washers, Bolts, Shims, Tape, Brackets, Etc. - City Hall	80.60
130	7045	Supplies - Building R&M	1057 Menard Incorporated	87309	Drain Cleaner, Drain Nut Removal Tool - Food Pantry	11.68
131	7045	Supplies - Building R&M	1057 Menard Incorporated	87368	Shoplight - PW 4520	39.99

City of Des Plaines

Warrant Register 11/01/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
132	7045	Supplies - Building R&M	1057 Menard Incorporated	87379	Venthood, Outlet, Cord, Connect Kit - PW	59.94
133	7045	Supplies - Building R&M	5214 State Industrial Products	902169584	Primezyme - City Hall	269.85
134	7045	Supplies - Building R&M	1043 WW Grainger Inc	9063922810	4 Toilet Paper Rollers - Metra Train Station	7.76
135	7045	Supplies - Building R&M	1043 WW Grainger Inc	9070570792	Exhaust Fan - Fire Station #61	692.49
136	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/052639	Beam Clamp & Threaded Bridle Ring - PW	88.94
137	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/052884	Electric Supplies - PW	10.47
138	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	N88851	Electric Latch Retraction Device - PW	433.00
Total 535 - Facilities & Grounds Maintenance						18,202.00

Division: 540 - Vehicle Maintenance						
139	6135	Rentals	1029 Cintas Corporation	4097284417	Mechanic's Uniform Rental - 09/29/2021	158.65
140	6135	Rentals	1029 Cintas Corporation	4097927637	Mechanic's Uniform Rental - 10/06/2021	158.65
141	6195	Miscellaneous Contractual Services	1710 Cumberland Servicer Inc	52572	50 Safety Lane Coupons 10/07/2021	882.00
142	6305	R&M Equipment	1085 Alexander Equipment Company Inc	182078	PM Service, R&R Chipper Knives - PW 5040 - 10/01/2021	847.49
143	6305	R&M Equipment	1564 EJ Equipment Inc	W04621	PM Service & U-Joint Replace - PW 5097 - 09/21-09/23/2021	759.18
144	6310	R&M Vehicles	1071 Pomp's Tire Service Inc	280126484	Refinish Wheels 10/07/2021 - Fire 7522	405.84
145	6310	R&M Vehicles	1643 Golf Mill Ford	843689	Door Panel Repair - Police 6077 - 10/07/2021	250.99
146	7030	Supplies - Tools & Hardware	8454 NAPA Auto Parts	807564	Brake Cylinder Hone - Fire 7522	14.58
147	7030	Supplies - Tools & Hardware	8454 NAPA Auto Parts	809331	100 Abrasive Discs - Fire 7522	42.00
148	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	809856	2 V-Belts - PW5PW3	23.66
149	7035	Supplies - Equipment R&M	1564 EJ Equipment Inc	W04635	Filters & Engine Oil - PW 5097	1,054.93
150	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_204481	3 LED Lights - Fire 7603	52.23
151	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_205574	4 Exhaust Adapters - Fire 7801	99.16
152	7040	Supplies - Vehicle R&M	6244 Valvoline LLC	133245678	Oil Drum - Police Stock	674.85
153	7040	Supplies - Vehicle R&M	1080 Air One Equipment Inc	173395	Task Force Tips - Fire 7609	229.00
154	7040	Supplies - Vehicle R&M	1345 Lindco Equipment Sales Inc	210638P	Underbelly Blades - PW Stock	2,183.08

City of Des Plaines

Warrant Register 11/01/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
155	7040	Supplies - Vehicle R&M	1345 Lindco Equipment Sales Inc	210671P	10 Carbon Cutting Edges for Plows - PW Stock	910.00
156	7040	Supplies - Vehicle R&M	1345 Lindco Equipment Sales Inc	210678P	Leg Brackets & Support Legs - PW Stock	1,404.82
157	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280126542	10 Valve Stems - Fire Stock	75.00
158	7040	Supplies - Vehicle R&M	3315 Regional Truck Equipment	228417	Plow Parts - PW Stock	4,305.04
159	7040	Supplies - Vehicle R&M	3315 Regional Truck Equipment	228524	Returned Plow Parts - PW Stock	(602.14)
160	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3025110864	Harness - Police 6080	92.90
161	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3025170225	Sensor - PW Stock	(328.50)
162	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	410896278	3 Tires - PW 2037, PW Stock	242.42
163	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	513067P	Dipstick Tube & Disptick - PW 5067	47.60
164	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	513566P	Wire Harness & Sensor - Police 6078	52.44
165	7040	Supplies - Vehicle R&M	1739 Morton Grove Automotive Inc	60545	Alternator - Fire 7706	695.00
166	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	808691	Fan Belt - Fire 7706	51.05
167	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	809184	Alternator - Fire 7403	167.08
168	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	809185	Serpentine Belt - Fire 7403	20.71
169	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	809354	4 Oil Filters - PW Stock	14.80
170	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	809834	5 Filters - PW Stock	72.54
171	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	809855	Gasket	14.34
172	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P11947	Roller Strap - Fire 7603	90.39
173	7040	Supplies - Vehicle R&M	4328 Batteries Plus Bulbs (#490)	P44129000	5 Batteries - Fire 7706, Police 6098, PW 2014, PW 9051	509.70
174	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101041281:01CR	Parts Return - PW 5089	(97.72)
175	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101041782:01CR	Parts Return - PW Stock	(4.08)
176	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101046247:01	Quarter Fender - PW 5091	240.47
177	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101046252:01	V-Belt, Tensioner, & Stabilizer - Fire 7706	1,016.61
178	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101047120:01	Antifreeze, Crankcase Filters, Shocks, Etc. - Fire 7403 & Stock	773.66
179	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101047120:04	Shocks & Stabilizer Link - Fire 7703	290.60

City of Des Plaines

Warrant Register 11/01/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
180	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101047345:01 Restocking Fee Credit - Fire 7706	(117.95)
181	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101047624:01 Shock Bolt Kit - Fire 7703	11.16
182	7120	Gasoline	7349 Wex Inc	74698753 Fuel Usage - Fire, Police, & PW Vehicles - September 2021	314.17
183	7120	Gasoline	8331 Avalon Petroleum Company Inc	468145 5,000 Gals Unleaded Gas - 08/17/2021, R-163-20	10,339.83
184	7130	Diesel	7349 Wex Inc	74698753 Fuel Usage - Fire, Police, & PW Vehicles - September 2021	729.35
185	7130	Diesel	8331 Avalon Petroleum Company Inc	029128 2,002 Gals Bio Diesel Fuel - 08/17/2021, R-163-20	3,662.98
186	7200	Other Supplies	1018 Anderson Lock Company LTD	1076183 6 Keys Cut - PW Shop	26.46
187	7320	Equipment < \$5,000	4177 Uline Inc	139528176 Table & Drawers - PW Shop	667.55
188	7320	Equipment < \$5,000	1043 WW Grainger Inc	9077527209 2 Hose Reels - PW Shop	1,002.86
Total 540 - Vehicle Maintenance					34,527.43

Total 50 - Public Works & Engineering	142,190.39
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Police Department						
Division: 610 - Uniformed Patrol						
189	7200	Other Supplies	2509 Lynn Peavey Co	383383	300 Evidence Bags & 40 Gun Boxes	152.42
190	7200	Other Supplies	2509 Lynn Peavey Co	383591	10 Rolls of Evidence Tape	370.60
191	7200	Other Supplies	2509 Lynn Peavey Co	383843	5 Boxes of Cotton Swabs	84.65
192	7300	Uniforms	1489 JG Uniforms Inc	89430	Uniforms for New Officer	706.10
193	7300	Uniforms	1489 JG Uniforms Inc	89431	Uniforms for New Officer	706.10
194	7300	Uniforms	1489 JG Uniforms Inc	89432	Uniforms for New Officer	706.10
195	7300	Uniforms	1489 JG Uniforms Inc	89436	Uniforms for New Officer	706.10
196	7300	Uniforms	1489 JG Uniforms Inc	89438	Uniforms for New Officer	706.10
197	7300	Uniforms	1489 JG Uniforms Inc	89510	New Officer Uniforms (5 Star Hat)	50.85
198	7300	Uniforms	1489 JG Uniforms Inc	89711	Uniforms for New Officer	764.55
Total 610 - Uniformed Patrol						4,953.57

Division: 620 - Criminal Investigation						
199	6195	Miscellaneous Contractual Services	1517 Trans Union LLC	09150099	Investigations Database 08/26-09/25/2021	100.00
200	6195	Miscellaneous Contractual Services	1572 LexisNexis Risk Solutions	1037713-20210930	Investigations Database September 2021	282.10
201	6195	Miscellaneous Contractual Services	1683 Thomson Reuters	845119919	Investigations Database September 2021	333.87
Total 620 - Criminal Investigation						715.97

City of Des Plaines

Warrant Register 11/01/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Division: 630 - Support Services					
202	5310	Membership Dues	1522 IL Association of Chiefs of Police	9087 Membership Dues Jan- Dec 2022 (DC Support Services)	115.00
203	6000	Professional Services	5975 Aero Removals Trisons Inc	21650A Removal and Transport of 1 Deceased-Sept 2021	350.00
204	6110	Printing Services	1233 Press Tech Inc	48494 1 Box of Business Cards 09/30/2021	20.00
205	6195	Miscellaneous Contractual Services	1818 Northwest VoltWagon	109582 Battery Booster Rental 4th Quarter 2021	84.00
206	7550	Miscellaneous Expenses	1076 Sam's Club Direct	9144 Cookie Tray for Swearing in 10/4/2021	17.88
Total 630 - Support Services					586.88

Total 60 - Police Department					6,256.42
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Fire Department					
Division: 100 - Administration					
207	7000	Office Supplies	4239 Anderson Safford	9783 2 Pre Inked Stampers - 2 Deputy Chiefs	70.60
Total 100 - Administration					70.60

Division: 710 - Emergency Services					
208	5325	Training	1252 NIPSTA	27241825 1- Basic Fire Fighter Academy 07/12/21-09/10/21	4,095.00
209	6000	Professional Services	8192 Rebound	2006 Consulting-Orthopedic Patient Navigator Contract-October 2021	823.39
210	6000	Professional Services	2514 Lexipol LLC	INVLEX6186 Annual Fire Policy Manuals, Procedures 10/01/2021-09/30/2022	10,661.55
211	6000	Professional Services	2514 Lexipol LLC	INVLEX6187 Fire Tier 1-5 Implementation 09/29/2021-09/28/2022	31,686.30
212	6035	Dispatch Services	5973 Emergency Twenty Four Inc	38980 Elevator Alarm Dispatch September 2021	2,086.00
213	6110	Printing Services	1233 Press Tech Inc	48393 1 Box of Business Cards - 09/27/21	20.00
214	6300	R&M Software	7255 ESO Solutions Inc	ESO-61546 Phase 1 Firehouse RMS Software Upgrade 10/31-12/31/2021	5,506.56
215	6305	R&M Equipment	1745 Suburban Accents Inc	31239 Lettering Installed on Ambulance 62 - 09/21/21	125.00
216	7200	Other Supplies	1148 WS Darley & Co	17446963 2 Single K Tools	41.19
217	7300	Uniforms	3212 On Time Embroidery Inc	89060 BDU Shorts - Paramedic	29.00
218	7300	Uniforms	3212 On Time Embroidery Inc	89108 BDU Shorts - Paramedic	29.00
219	7300	Uniforms	3212 On Time Embroidery Inc	89493 Job Shirt - Lieutenant	70.00
220	7300	Uniforms	3212 On Time Embroidery Inc	90181 Job Shirt - Engineer	65.00

City of Des Plaines

Warrant Register 11/01/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
221	7300	Uniforms	3212 On Time Embroidery Inc	90182 2 S/S Polos, 3 T-Shirts - Paramedic	111.00
222	7300	Uniforms	3212 On Time Embroidery Inc	90483 Class A Cap, Jogger Oxford, 5 T-Shirts, 3 Trousers - Lieutenant	439.00
223	7300	Uniforms	3212 On Time Embroidery Inc	90604 Fleece Jacket, 3 S/S Polos, Job Shirt, Jogger Oxford - Engineer	409.00
224	7300	Uniforms	3212 On Time Embroidery Inc	90605 Nameplate - Engineer	12.00
225	7300	Uniforms	3212 On Time Embroidery Inc	90875 Leather Belt, 2 BDU Shorts - Paramedic	84.00
226	7300	Uniforms	3212 On Time Embroidery Inc	90878 Class A Trousers - Deputy Chief	49.00
227	7300	Uniforms	3212 On Time Embroidery Inc	90879 Cap, 4 Collar Brass, 2 Nameplates, Alterations, Shirt, Tie-Lt	227.00
228	7300	Uniforms	3212 On Time Embroidery Inc	91972 4 T-Shirts, Twill Cap - Lieutenant	55.00
229	7300	Uniforms	3212 On Time Embroidery Inc	91973 2 S/S Shirts, 2 Nameplates - Battalion Chief	108.00
230	7300	Uniforms	3212 On Time Embroidery Inc	91974 L/S Polo, 2 Leather Belts - Battalion Chief	105.00
231	7300	Uniforms	3212 On Time Embroidery Inc	91975 3 T-Shirts - Engineer	42.00
232	7300	Uniforms	3212 On Time Embroidery Inc	91976 2 BDU Shorts - Paramedic	58.00
233	7300	Uniforms	3212 On Time Embroidery Inc	91977 2 Nameplates - Deputy Chief	28.00
234	7300	Uniforms	3212 On Time Embroidery Inc	91978 Job Shirt - Lieutenant	70.00
235	7300	Uniforms	3212 On Time Embroidery Inc	91979 3 Station Pants - Division Chief	180.00
236	7320	Equipment < \$5,000	2452 Ecosolutions LLC	60120676 36 Environmental Absorbents, 2 Drain Covers	664.20
237	7320	Equipment < \$5,000	3014 Motorola Solutions Inc	8281249664 10 Antennas, 6 Antenna Kits	668.20
238	7320	Equipment < \$5,000	2313 City Electric Supply Company (CES)	DEP/001700 Credit for Large Tool Box	(224.97)
239	7320	Equipment < \$5,000	2313 City Electric Supply Company (CES)	DEP/052654 Circular Saw, Wrenches, Driver Bits, Etc.	1,926.52
Total 710 - Emergency Services					60,248.94

Division: 720 - Fire Prevention					
240	7000	Office Supplies	1644 Warehouse Direct Inc	5068154-0 3 Key Tags, 3 Correction Fluid, 2 File Jackets, Etc.	111.57
241	7000	Office Supplies	1644 Warehouse Direct Inc	5068154-1 1 Dozen Gel Pens	4.54
242	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 101021 Water Delivery 09/16/2021	19.44
Total 720 - Fire Prevention					135.55

City of Des Plaines

Warrant Register 11/01/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
Division: 730 - Emergency Management Agency						
243	6305	R&M Equipment	1745 Suburban Accents Inc	31248	Change of Lettering from PD to FD EMA Vehicle-09/22/21	450.00
Total 730 - Emergency Management Agency						450.00

Total 70 - Fire Department					60,905.09
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Department: 75 - Fire & Police Commission						
244	5310	Membership Dues	1573 IL Fire & Police Commissioners Association	01918	2022 City-Wide Membership Renewal	375.00
Total 75 - Fire & Police Commission						375.00

Department: 90 - Overhead						
245	6025	Administrative Services	1005 A/R Concepts Inc	CDP101 Apr 2021	Collection Service April 2021 Parking Tickets	5.82
246	6030	AMB Fee Processing Services	3640 Andres Medical Billing Ltd	252871	Collection Service for Sept 2021 Ambulance Fees	10,265.79
Total 90 - Overhead						10,271.61

Total 100 - General Fund					295,645.37
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Fund: 201 - TIF #1 Downtown Fund						
247	6315	R&M Buildings & Structures	8262 Automatic Fire Systems Inc	28553	Sprinkler System Install @ Theater-Retainage 10/06/21, R-158-20	28,453.80
Total 201 - TIF #1 Downtown Fund						28,453.80

Fund: 230 - Motor Fuel Tax Fund						
248	6155	Sidewalk Improvements	1402 DiNatale Construction Inc	2021-Concrete-P6	R-82-21 2021 CIP Concrete Improvements 09/15-10/07/2021	49,839.97
249	7140	Electricity	1033 ComEd	0027086219-08/21	Work Agrmt Fees for Lee/Forest Traffic Signal Imp Proj Aug 2021	1,781.56
250	8100	Improvements	3099 Schroeder Asphalt Services Inc	2021-CIP-MFT-P3	R-88-21 2021 CIP Street & Utility Improvements 09/14-10/12/2021	668,184.44
251	8100	Improvements	1402 DiNatale Construction Inc	2021-Concrete-P6	R-82-21 2021 CIP Concrete Improvements 09/15-10/07/2021	109,578.65
Total 230 - Motor Fuel Tax Fund						829,384.62

Fund: 240 - CDBG Fund						
252	6555	Subsidy - Emergency Shelter for Homeless Youth	1170 Harbour Inc, The	July-Sept 2021HY	Emergency Shelter & Transitional Housing B-20 - 7/1/21-9/30/21	1,250.00

City of Des Plaines

Warrant Register 11/01/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
253	6560	Subsidy - Shared Housing & Homeless Prevention	1169 Center of Concern	100821DP4Q	Homeless Prevention & Housing Counseling - B-20-7/1-9/30/21	2,101.05
254	6563	Subsidy - Senior Housing and Supportive Services	1169 Center of Concern	100821	Senior Housing and Support Services B-20-7/1/21-9/30/21	3,386.59
255	6580	Subsidy - Housing Counseling	4912 Northwest Compass Inc	HC-6/28-9/19/21	Housing Counseling B-20 - 6/28/21-9/19/21	2,407.68
256	6600	Subsidy - Transitional Housing	1156 Wings Program Inc	09302120	Safe House Emergency Program 7/1/21-9/30/21	170.16
Total 240 - CDBG Fund						9,315.48

Fund: 250 - Grant Projects Fund						
Program: 2520 - Capital Grants						
257	6000	Professional Services	1126 Civiltech Engineering Inc	3556-06	R-26-21 Engr Svcs - Rand Rd Sidepath 08/28-09/24/2021	46,081.13
258	8100	Improvements	1206 Illinois, State of	124223	R-67-19 Construction-Lee-Forest Signalization 07/02-08/02/2021	139,144.79
Total 2520 - Capital Grants						185,225.92

Total 250 - Grant Projects Fund	185,225.92
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Fund: 260 - Asset Seizure Fund						
Program: 2620 - DEA						
259	6300	R&M Software	4913 Trittech Software Systems	332205	Ecrash Interface with TriTech Report Mgmt 10/14/2021	25,410.77
260	6305	R&M Equipment	7920 SF Mobile-Vision Inc	43233	7 Body Camera Repairs 09/29/2021	2,723.00
Total 2620 - DEA						28,133.77

Total 260 - Asset Seizure Fund	28,133.77
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Fund: 400 - Capital Projects Fund						
261	6000	Professional Services	1079 AECOM Technical Services Inc	2000544944	R-126-21 Professional Engr Svcs-Task Order #4 08/12-09/24/2021	43,743.59
262	6000	Professional Services	1126 Civiltech Engineering Inc	2866-2	Task Order No 3 - Eng Svcs - Rand Rd Sidepath-01/14-09/14/21	4,924.18
263	6000	Professional Services	1199 Spaceco Inc	86788	R-104-21 Engr Svcs - Task Order 1 - 08/28-09/25/2021	28,675.00
264	8100	Improvements	1328 John Neri Construction Company Inc	2021-A-P5	R-81-21 2021 CIP A - Street & Utility Improv 09/10-10/08/2021	564,194.16
Total 400 - Capital Projects Fund						641,536.93

City of Des Plaines

Warrant Register 11/01/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 420 - IT Replacement Fund					
265	8005	Computer Hardware	1035 Dell Marketing LP	10523927056	9 Dell Rugged Laptops for Fire Department
Total 420 - IT Replacement Fund					19,276.92

Fund: 430 - Facilities Replacement Fund					
266	6000	Professional Services	3337 HR Green Inc	146604	TO#2-Masonry Construct Observation - 07/17-08/20/2021, R-13-21
267	6315	R&M Buildings & Structures	8262 Automatic Fire Systems Inc	28552	Additional Fire Suppression - Theatre Stage - 08/03/2021
268	6315	R&M Buildings & Structures	1018 Anderson Lock Company LTD	7094930	Install Lever Trims in Mechanical Rooms at Civic Deck 09/22/2021
269	6315	R&M Buildings & Structures	1018 Anderson Lock Company LTD	7094931	Install Door Lock Cylinders at Civic Deck 08/31/2021
270	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	0010936	Fascia and Drip Edge for Back of 1486 Miner St
271	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	0451823	Painting Gas Line and Electric Service at the Theater
272	7045	Supplies - Building R&M	5698 Doors Done Right Inc	10291 11767	2 Steel Door Frames for the Theater North Basement
273	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	1259	Fasteners for the Gas Line at the Theater
274	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2022904	Material for Entrance to the Theater
275	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2752504	Plumbing Supplies Theatre
276	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2974332	Return of Supplies Used at the Theater
277	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	5451782	Supplies to do the Epoxy in Front of 1486 Miner
278	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	6974626	Safety Foam for Basement of Theater
279	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8430397	Epoxy Shield for 1486 Miner St
280	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8451749	Epoxy and Supplies for the Theater Store Front
281	7045	Supplies - Building R&M	1057 Menard Incorporated	86609	Supplies to Cover Doors when Epoxying Doorways
282	7045	Supplies - Building R&M	1057 Menard Incorporated	86803	Supplies to Prep Concrete for Epoxy at 1486 Miner St
283	7045	Supplies - Building R&M	1057 Menard Incorporated	86951	Trim Nails for the Theater Railings
284	7045	Supplies - Building R&M	1057 Menard Incorporated	87201	Supplies for the New Lock Sys on the Cage at Civic Deck
285	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	9023202	Epoxy and Supplies for Southeast Front Door @ Theatre

City of Des Plaines

Warrant Register 11/01/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
286	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	9451830	Supplies for Outside Front of 1486 Miner St	91.78
287	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	9451831	Primer for Railings at the Theater	39.60
288	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	C158068	Plumbing Supplies Return from Theatre	(1,067.64)
289	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	N85270	Gate Lock for New Civic Deck	575.50
290	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	N85272	Gate Lock Parts for New Civic Deck	274.00
291	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	N85290	New Civic Deck Door System Parts	19.50
Total 430 - Facilities Replacement Fund						9,978.78

Fund: 500 - Water/Sewer Fund						
Non Departmental						
Division: 510 - Engineering						
292	7000	Office Supplies	1644 Warehouse Direct Inc	5069789-0	2 Cases 8x10 Paper, 1 Case 11x14 Paper	144.37
Total 510 - Engineering						144.37

Division: 550 - Water Systems						
293	6180	Water Sample Testing	1642 Suburban Laboratories, Inc	194665	IEPA Testing - 09/07-09/28/2021	816.00
294	6195	Miscellaneous Contractual Services	1606 Dixon Engineering Inc	21-8609	TO#5 Clean-Inspect Interior - Howard Tank - 09/02/2021	4,600.00
295	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	210523	4 Meter Bench Tests - 10/07/2021	102.00
296	6195	Miscellaneous Contractual Services	1710 Cumberland Servicer Inc	52572	50 Safety Lane Coupons 10/07/2021	126.00
297	6195	Miscellaneous Contractual Services	4583 Argon Electric Company, Inc	9477	Dish Install & Connect-Holy Family Twr to City Hall-8/17-8/28/21	14,824.00
298	6195	Miscellaneous Contractual Services	6992 Core & Main LP	P621698	Water Meter Purchases/Installs - 08/23-09/11/2021, R-9-21	31,289.00
299	6195	Miscellaneous Contractual Services	6992 Core & Main LP	P709970	Water Meter Purchases/Installs - 09/13-09/19/2021, R-9-21	12,771.00
300	6310	R&M Vehicles	4280 Rush Truck Centers of Illinois Inc	3025170678	Engine Repair - PW 9032 - 10/08/2021	1,084.38
301	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	8520145	Pipe Compound, Tape Measure, & Bow Rake	67.78
302	7035	Supplies - Equipment R&M	8244 Des Plaines Ace Hardware	1093	Screw Driver Set & AA Batteries	21.58
303	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	809214	V-Belt - PW 9060	19.23
304	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	809310	V-Belt - PW 9060	7.76

City of Des Plaines

Warrant Register 11/01/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
305	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W94278	Hydraulic Oil - PW 9037	229.26
306	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3025146604	Belt Fan, Tensioner, & Idler Pulley - PW 9031	625.90
307	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	513220P	Brake Pads & Rotor - PW 9057	521.44
308	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	9242099	Bolts, Nuts, Washers, Brass Fittings, Presto Pins, Etc. - Stock	343.77
309	7045	Supplies - Building R&M	1057 Menard Incorporated	87063	Fuse Box, Adapter, Tapcon Hex, PVC, Elbow, Etc. - Water Facility	52.23
310	7045	Supplies - Building R&M	1057 Menard Incorporated	87366	Wet Dry Plastic & Faucet Line - Maple St Pump Station	15.98
311	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/052828	6 Plastic Bushings - Central Pumping Station	5.79
312	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/052971	PVC - Maple St Pump Station	27.59
313	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10408964	3.0 Cu Yds Top Soil - 08/31/2021	88.95
314	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10408985	3.0 Cu Yds Top Soil - 08/31/2021	88.95
315	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10409486	1.0 Cu Yds Top Soil - 09/02/02021	29.65
316	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10409637	3.0 Cu Yds Top Soil & 25 Lbs Grass Seed - 09/03/2021	153.95
317	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10414689	3.0 Cu Yds Top Soil - 10/01/2021	88.95
318	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10415592	50 Lbs Grass Seed - 10/06/2021	130.00
319	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10415641	3.0 Cu Yds Top Soil - 08/06/2021	88.95
320	7070	Supplies - Water System Maintenance	8244 Des Plaines Ace Hardware	1223	Galvanized Nipples & Coupling	49.97
321	7070	Supplies - Water System Maintenance	8244 Des Plaines Ace Hardware	1258	5 Hose Clamps & 4 Couple Inserts	13.77
322	7070	Supplies - Water System Maintenance	1702 Diamond Paint & Home Center LLC	220000007921	6 Paint Brushes	11.54
323	7070	Supplies - Water System Maintenance	1702 Diamond Paint & Home Center LLC	220000007953	Yellow Paint & 2 Brushes	42.87
324	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	255308-000	Hex Bolts, Hex Nuts, & Hydrant Wrench	135.65
325	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	255410-000	B-Box	66.00

City of Des Plaines

Warrant Register 11/01/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
326	7070	Supplies - Water System Maintenance	1072 Prairie Material	890176977	3.5 Cu Yds Concrete - Repairs - 08/30/2021	551.38
327	7070	Supplies - Water System Maintenance	1072 Prairie Material	890232143	4.0 Cu Yds Concrete - Driveway Repair-10/04/2021	573.00
328	7070	Supplies - Water System Maintenance	6992 Core & Main LP	P683079	12 B-Boxes	612.00
329	7070	Supplies - Water System Maintenance	6992 Core & Main LP	P714394	6" Water Meter - 1425 Ellinwood - 10/04/2021	4,041.00
330	7070	Supplies - Water System Maintenance	6992 Core & Main LP	P714409	Gasket Kit	192.00
331	7105	Wholesale Water - NWWC	2901 Northwest Water Commission	10062021	Wholesale Water Purchase- Sept 2021 - 09/01-09/30/2021, R-183-114	333,750.76
332	7120	Gasoline	7349 Wex Inc	74698753	Fuel Usage - Fire, Police, & PW Vehicles - Sept 2021	12.46
333	7120	Gasoline	8331 Avalon Petroleum Company Inc	468145	5,000 Gals Unleaded Gas - 08/17/2021, R-163-20	1,974.17
334	7130	Diesel	8331 Avalon Petroleum Company Inc	029128	2,002 Gals Bio Diesel Fuel - 08/17/2021, R-163-20	1,198.31
335	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	45340	Chlorine Cylinder Rental - 02/04-09/28/2021	210.00
336	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	45341	Chlorine Tank Rental - 06/09-09/28/2021	142.00
337	7320	Equipment < \$5,000	1322 Insight Public Sector	1100877550	28 Panasonic Security Cameras - Water Facilities	17,200.68
338	8015	Equipment	5068 IT Savvy LLC	01296843	Ubiquiti AirFiber AF24HD Wireless Dishes - Towers - 09/23/21	16,447.38
Total 550 - Water Systems						445,445.03

Division: 560 - Sewer Systems						
339	6195	Miscellaneous Contractual Services	1710 Cumberland Servicercenter Inc	52572	50 Safety Lane Coupons 10/07/2021	252.00
340	6195	Miscellaneous Contractual Services	1202 Standard Equipment Co	P27928CR	Freight Credit	(79.07)
341	6310	R&M Vehicles	1202 Standard Equipment Co	W07045	Auto Rewind Repair - PW 8021 - 08/13/2021	1,504.18
342	6310	R&M Vehicles	1202 Standard Equipment Co	W07323	Engine Repairs - PW 8020 - 10/04/2021	1,485.46
343	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	513167P	Seals - PW 9057	77.10
344	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	513230P	Fuel Tank Strap - PW 8020	147.41

City of Des Plaines

Warrant Register 11/01/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
345	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	809362	Fuses - PW 8029	98.84
346	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	809507	Electrical Mounting Brackets - PW 8036	14.67
347	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	9242099	Bolts, Nuts, Washers, Brass Fittings, Presto Pins, Etc. - Stock	114.59
348	7075	Supplies - Sewer System Maintenance	1057 Menard Incorporated	87069	Masonry Cement, Lumber Forms, & 2-Stroke Oil	606.81
349	7075	Supplies - Sewer System Maintenance	1057 Menard Incorporated	87074	Return Masonry Cement	(556.15)
350	7075	Supplies - Sewer System Maintenance	1057 Menard Incorporated	87075	49 Bags Mortar Mix	337.12
351	7075	Supplies - Sewer System Maintenance	1072 Prairie Material	890230640	1.0 Cu Yds Concrete - 691 Middleton Ct - 10/01/2021	123.25
352	7120	Gasoline	8331 Avalon Petroleum Company Inc	468145	5,000 Gals Unleaded Gas - 08/17/2021, R-163-20	786.00
353	7130	Diesel	8331 Avalon Petroleum Company Inc	029128	2,002 Gals Bio Diesel Fuel - 08/17/2021, R-163-20	497.87
354	7300	Uniforms	2067 Cutler Workwear	157268	Socks - Sewer Foreman	25.18
Total 560 - Sewer Systems						5,435.26

Division: 580 - CIP - Water/Sewer						
355	6000	Professional Services	3337 HR Green Inc	146605	Army Corp Report Review - Levee 50 - 07/17-08/20/2021, R-13-21	1,844.08
356	6000	Professional Services	1606 Dixon Engineering Inc	21-8673	Project Engineering TO#1 - Oakton - 03/11-09/09/2021, R-41-20	5,460.00
357	6000	Professional Services	1647 RJN Group Inc	35460603	TO#6 Stormwater Plan Phase 1 - 08/30-10/01/2021, R-18-20	1,615.00
358	8100	Improvements	7743 Hoerr Construction Inc	121-473 P1	Sewer Lining Project - 09/21-09/23/2021, R-93-21	25,184.30
359	8100	Improvements	1328 John Neri Construction Company Inc	2021-A-P5	R-81-21 2021 CIP A - Street & Utility Improv 09/10-10/08/2021	394,742.70
360	8100	Improvements	3099 Schroeder Asphalt Services Inc	2021-CIP-MFT-P3	R-88-21 2021 CIP Street & Utility Improvements 09/14-10/12/2021	55,767.20
Total 580 - CIP - Water/Sewer						484,613.28

Total 00 - Non Departmental	935,637.94
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Department: 30 - Finance						
361	6025	Administrative Services	7615 Sebis Direct Inc	35486	Utility Bill Rendering Serv - Bill Drop Date 09/15/2021	1,082.44

City of Des Plaines

Warrant Register 11/01/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
362	6025	Administrative Services	7961 BridgePay Network Solutions LLC	8642 Utility Web & Business License Transaction Fee for Sept 2021	246.80
Total 30 - Finance					1,329.24

Total 500 - Water/Sewer Fund	936,967.18
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Fund: 510 - City Owned Parking Fund						
363	6000	Professional Services	2785 Walker Parking Consultants/Engineers Inc	310091321001	Maintenance/Repairs Engineering-Civic Deck Sept 2021, R-15-21	2,900.00
364	6025	Administrative Services	7960 Passport Labs Inc	INV-1025204	Mobile Pay Parking Transaction Fee - Sept 2021	4.44
365	6315	R&M Buildings & Structures	4923 J Gill & Company	2344	Civic Deck Maint Repairs - Payment 1 09/01-09/30/2021, R-99-21	49,225.50
366	7060	Supplies - Parking Lots	1437 Des Plaines Material & Supply LLC	453285	Wheel Stops for Library Deck	516.40
Total 510 - City Owned Parking Fund						52,646.34

Fund: 520 - Metra Leased Parking Fund						
367	6025	Administrative Services	7960 Passport Labs Inc	INV-1025204	Mobile Pay Parking Transaction Fee - Sept 2021	111.00
368	7540	Land Lease	1165 Union Pacific Railroad Company	Sept 2021	Parking Fees for Sept 2021	602.50
Total 520 - Metra Leased Parking Fund						713.50

Fund: 600 - Risk Management Fund						
369	5545	MICA Deductible	1061 Municipal Insurance Cooperative Agency	3365368 051239	MICA Claim Deductible 02/02/2021 L003382297	1,000.00
370	5545	MICA Deductible	1061 Municipal Insurance Cooperative Agency	3371837 051240	MICA Claim Deductible 02/05/2021 L003371837	10.85
Total 600 - Risk Management Fund						1,010.85

Fund: 610 - Health Benefits Fund						
371	6195	Miscellaneous Contractual Services	8374 Wex Health Incorporated	0001410338-IN	Commuter & FSA Monthly Admin Fees for September 2021	577.00
372	6195	Miscellaneous Contractual Services	4651 Perspectives	98322	Employee Assistance Program 04/01 - 04/30/2021	620.00
Total 610 - Health Benefits Fund						1,197.00

Fund: 700 - Escrow Fund						
373	2460	Refundable Bonds	8483 NHA Oakton LLC	Refund - 10/5/21	Bond Refund - 2021-05000088 - Permit Originally Issued 9/24/21	5,000.00
Total 700 - Escrow Fund						5,000.00

Grand Total	3,044,486.46
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City of Des Plaines

Warrant Register 11/01/2021

Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund					
City Administration					
Division: 230 - Information Technology					
374	6015	Communication Services	1010 AT&T Mobility	28702533395910 21 Communication Service 09/04-10/03/2021	135.46
Total 230 - Information Technology					135.46
Total 20 - City Administration					135.46
Public Works & Engineering					
Division: 540 - Vehicle Maintenance					
375	7120	Gasoline	7349 Wex Inc	73698151 Fuel and Diesel Purchases August 2021	591.40
376	7130	Diesel	7349 Wex Inc	73698151 Fuel and Diesel Purchases August 2021	967.71
Total 540 - Vehicle Maintenance					1,559.11
Total 50 - Public Works & Engineering					1,559.11
Police Department					
Division: 630 - Support Services					
377	6015	Communication Services	1009 AT&T	847R18054609- 21 Communication Service 09/28-10/27/2021	63.55
Total 630 - Support Services					63.55
Total 60 - Police Department					63.55
Department: 90 - Overhead					
378	6015	Communication Services	1032 Comcast	130703783-8482 Internet/Cable Service 09/15-10/14/2021	1,575.00
Total 90 - Overhead					1,575.00
Total 100 - General Fund					3,333.12
Fund: 208 - TIF #8 Oakton					
379	2400	Escrow	8485 5588 Northwest Highway LLC	Refund 10/05/21 Refund-Dif bwt Tax Credit & Actual 2020 Prop Tax- 1380 S Oakton	557.35
Total 208 - TIF #8 Oakton					557.35
Fund: 400 - Capital Projects Fund					
380	6195	Miscellaneous Contractual Services	8491 John, Ajo	Refund 10/14/21 Reimbursement for Sprinklers Damaged by City	574.00
Total 400 - Capital Projects Fund					574.00

City of Des Plaines

Warrant Register 11/01/2021

Manual Payments

Line #	Account		Vendor	Invoice	Invoice Description	Amount
Fund: 430 - Facilities Replacement Fund						
381	7045	Supplies - Building R&M	1941 Global Equipment Company	117947012	Evidence Cage Parts for Civic Deck	1,757.62
382	7045	Supplies - Building R&M	1941 Global Equipment Company	117948859	Evidence Cage Parts for Civic Deck	1,489.35
Total 430 - Facilities Replacement Fund						3,246.97
Grand Total						7,711.44

City of Des Plaines

Warrant Register 11/01/2021

JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund					
Elected Office					
Division: 110 - Legislative					
383	7310	Publications	1050 Journal & Topics Newspapers	PC - 31942 September 2021 Online Newspaper Subscription - Mayor's Office	5.99
Total 110 - Legislative					5.99
Division: 120 - City Clerk					
384	6115	Licensing/Titles	1453 International Institute of Municipal Clerks	PC - 31976 City Clerk - Application Fee - CMC Certification Program 09/24/2021	50.00
Total 120 - City Clerk					50.00
Total 10 - Elected Office					55.99
City Administration					
Division: 210 - City Manager					
385	6195	Miscellaneous Contractual Services	8153 Zoom Video Communications Inc	PC - 31991 Zoom Subscription 9/26/21-10/25/21 - City Manager	14.99
Total 210 - City Manager					14.99
Division: 230 - Information Technology					
386	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 32043 Monthly Secure Express Renewal 9/22/21 - 10/20/21	7.99
387	7000	Office Supplies	4348 Amazon.Com	PC - 32046 Hammermill Paper for IT Department	49.98
388	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 32036 Display Port Cables for City Use	34.92
389	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 32038 Seagate 10TB Internal Hard Drive for IT Department	770.00
390	7320	Equipment < \$5,000	8260 GPSCity.com	PC - 32039 Ram Mounting Kit for Police Squad Cars	319.60
391	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 32041 Western Digital 500GB Hard Drive for City Use	294.95
392	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 32042 Western Digital 500GB Hard Drive for City Use	274.95
393	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 32044 Logitech K400 Keyboard for City Use	49.98
394	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 32045 Plantronics Savi 740- Headset for Finance Department	369.99
395	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 32048 Dell USB DVD Drives for Police Department	230.87

City of Des Plaines

Warrant Register 11/01/2021

JPMorgan Chase

Line #	Account		Vendor	Invoice	Invoice Description	Amount
396	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 32049	Unitek Dual Bay Hard Drive Docking Station for IT Department	35.99
Total 230 - Information Technology						2,439.22

Division: 240 - Media Services						
397	5310	Membership Dues	8480 Government Social Media LLC	PC - 31945	Membership Dues 09/22/21- 09/22/22-1 Media Employee	79.00
398	6110	Printing Services	1538 Lands' End Business Outfitters	PC - 31943	Logo Set-Up Fee for Future Uniforms 09/03/2021	29.00
399	6195	Miscellaneous Contractual Services	6441 Issuu Inc	PC - 31944	Subscription to Interactive Publishing Tool 09/09/21- 09/09/2022	420.00
400	6195	Miscellaneous Contractual Services	5093 Dropbox Inc	PC - 31947	Subscription to Dropbox File Sharing 09/22/2021- 09/22/2022	119.88
401	6535	Subsidy - Youth Commission	1076 Sam's Club Direct	PC - 31946	Youth Commission Supplies for Fall Fest 09/17- 09/19/2021	124.12
402	6535	Subsidy - Youth Commission	4348 Amazon.Com	PC - 31948	Youth Commission Supplies for Trick or Treat on 10/30/2021	11.34
403	6535	Subsidy - Youth Commission	4348 Amazon.Com	PC - 31949	Youth Commission Supplies for Trick or Treat on 10/30/2021	150.66
404	6535	Subsidy - Youth Commission	4348 Amazon.Com	PC - 31950	Youth Commission Supplies for Trick or Treat on 10/30/2021	16.38
405	7310	Publications	1456 Chicago Tribune	PC - 31987	Will Dispute Charge - Account Not Activated	0.99
406	7310	Publications	1456 Chicago Tribune	PC - 31988	Will Dispute Charge - Not Valid	7.96
407	7310	Publications	1456 Chicago Tribune	PC - 31989	September 2021 Digital Subscription - Media Services	15.96
408	7310	Publications	1456 Chicago Tribune	PC - 31990	September 2021 Digital Subscription - Mayor's Office	15.96
409	7320	Equipment < \$5,000	3875 Apple Inc	PC - 31998	Teleprompter	18.05
Total 240 - Media Services						1,009.30

Division: 250 - Human Resources						
410	5325	Training	1485 ILCMA - IL City/County Management Assoc	PC - 31975	ILCMA Prof Dev Event and Metro Luncheon 10/221/21- HR Analyst	75.00
411	7300	Uniforms	1538 Lands' End Business Outfitters	PC - 31973	1 Uniform Shirt - HR Analyst	48.35

City of Des Plaines

Warrant Register 11/01/2021

JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount
412	7300	Uniforms	1538 Lands' End Business Outfitters	PC - 31974 Returned 1 Uniform Shirt - Wrong Size	(29.45)
Total 250 - Human Resources					93.90

Total 20 - City Administration	3,557.41
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Department: 30 - Finance						
413	7000	Office Supplies	4348 Amazon.Com	PC - 32050	1 Desk Pad	40.98
414	7000	Office Supplies	4348 Amazon.Com	PC - 32051	1 Letter Opener, Neon Index Flags and Mouse Pad	20.75
Total 30 - Finance						61.73

Community Development						
Division: 410 - Building & Code Enforcement						
415	7200	Other Supplies	4348 Amazon.Com	PC - 32013	600 Coffee Filters	21.97
Total 410 - Building & Code Enforcement						21.97

Division: 420 - Planning & Zoning						
416	5325	Training	7034 American Planning Association - Illinois Chapter	PC - 31992	APA IL State Conference for Associate Planner 10/05-10/08/2021	225.00
417	5325	Training	7034 American Planning Association - Illinois Chapter	PC - 31993	APA IL State Conference for Planner 10/05-10/08/2021	225.00
418	5325	Training	7034 American Planning Association - Illinois Chapter	PC - 31994	APA IL State Conference for CED Director 10/05-10/08/2021	225.00
419	5335	Travel Expenses	4429 Amtrak	PC - 31995	Amtrac Travel to IL State APA Conf 10/6/21-Assoc Planner	32.00
Total 420 - Planning & Zoning						707.00

Total 40 - Community Development	728.97
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Public Works & Engineering						
Division: 510 - Engineering						
420	7000	Office Supplies	4348 Amazon.Com	PC - 31959	Portfolio Briefcase Style Organizer Folder & Notepad	25.99
421	7200	Other Supplies	4348 Amazon.Com	PC - 31960	Replacement Refrigerator Water Filters	28.99
Total 510 - Engineering						54.98

Division: 520 - Geographic Information Systems						
422	6300	R&M Software	1287 ESRI Environmental Systems Research Institute Inc	PC - 31961	2-ArcGIS Online Field Worker Term Licenses 9/16/2021-2/25/2022	305.46
Total 520 - Geographic Information Systems						305.46

City of Des Plaines

Warrant Register 11/01/2021

JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Division: 530 - Street Maintenance						
423	5325	Training	4418 EBS - Eventbrite	PC - 31965	Deicing Workshop 10/12/21-1 Foreman, 1 Crew Leader, 5 Maint Opr	45.00
424	5325	Training	4418 EBS - Eventbrite	PC - 31966	Deicing Workshop 10/05/21-1 Foreman, 1 Crew Leader, 3 Maint Opr	45.00
425	5325	Training	4418 EBS - Eventbrite	PC - 31967	Deicing Workshop 09/30/21-1 Foreman, 1 Crew Leader, 3 Maint Opr	45.00
426	7200	Other Supplies	1076 Sam's Club Direct	PC - 32020	Napkins, Plates, Cutlery, Etc.	52.96
427	7300	Uniforms	4348 Amazon.Com	PC - 31968	Uniform Shirts for Superintendent	45.98
428	7300	Uniforms	4348 Amazon.Com	PC - 31970	Uniform Shirts for Superintendent	80.38
429	7300	Uniforms	4348 Amazon.Com	PC - 31971	Uniform Shoes for Superintendent	39.99
430	7320	Equipment < \$5,000	1076 Sam's Club Direct	PC - 32015	Tool Box	449.98
431	7320	Equipment < \$5,000	1076 Sam's Club Direct	PC - 32016	Tool Box	449.98
Total 530 - Street Maintenance						1,254.27

Division: 535 - Facilities & Grounds Maintenance						
432	6315	R&M Buildings & Structures	7689 Ambius	PC - 31951	September 2021 Plant Maintenance	361.94
433	7045	Supplies - Building R&M	4444 Misc Vendor for Procurement Card	PC - 32021	Light Parts for Gas Pump at Public Works	460.00
434	7200	Other Supplies	2318 Jewel Food Stores	PC - 32022	Coffee - City Hall	45.94
435	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31940	Web Cam for Conference Room	71.56
Total 535 - Facilities & Grounds Maintenance						939.44

Division: 540 - Vehicle Maintenance						
436	5325	Training	7048 EVT Certification Commission Inc	PC - 31952	Refund - EVT Fire Certification Training 10/16/2021 - Foreman	(120.00)
437	5325	Training	1435 Municipal Fleet Managers Assoc	PC - 31955	Municipal Fleet Seminar 09/14/2021 - Foreman	26.50
438	5325	Training	7048 EVT Certification Commission Inc	PC - 31957	EVT Fire Certification Training 10/16/2021 Exam Change-Mechanic	10.00
439	5325	Training	4444 Misc Vendor for Procurement Card	PC - 31958	Refund - EVT Training Oct 3-8, 2021 - 2 Mechanics, 1 Foreman	(2,250.00)
440	6040	Waste Hauling & Debris Removal	2214 Liberty Tire Recycling	PC - 31954	Tire Recycling - 09/07/2021	140.12

City of Des Plaines

Warrant Register 11/01/2021

JPMorgan Chase

Line #	Account		Vendor	Invoice	Invoice Description	Amount
441	7040	Supplies - Vehicle R&M	4444 Misc Vendor for Procurement Card	PC - 31956	Fuel Tank Bracket - Fire 7522	78.70
442	7300	Uniforms	4348 Amazon.Com	PC - 31953	Uniform Belt and Jeans for Foreman	59.85
Total 540 - Vehicle Maintenance						(2,054.83)

Total 50 - Public Works & Engineering	499.32
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Police Department						
Division: 610 - Uniformed Patrol						
442	5325	Training	4444 Misc Vendor for Procurement Card	PC - 31964	De-Escalation Instructor Course 9/27-9/29/2021 (1 Ofc)	325.00
444	7200	Other Supplies	4348 Amazon.Com	PC - 32028	2 TV Wall Mount Shelf Brackets	73.98
445	7200	Other Supplies	4444 Misc Vendor for Procurement Card	PC - 32029	Tourniquets (10)	232.36
Total 610 - Uniformed Patrol						631.34

Division: 630 - Support Services						
446	5320	Conferences	1438 Association of Police Social Workers	PC - 31963	Social Services Luncheon 10/1/2021 (Soc Wkr, Chief, Admin Asst)	80.00
447	5325	Training	4747 Safe Kids Worldwide	PC - 31962	Training Child Safety Seat Certification 10/13-10/15/21 (1 CSO)	95.00
448	7000	Office Supplies	4348 Amazon.Com	PC - 32030	Batteries, Pressboard Tab Folders	72.57
449	7000	Office Supplies	4348 Amazon.Com	PC - 32031	Flash Drives, Batteries	126.72
450	7200	Other Supplies	4348 Amazon.Com	PC - 32026	One 48-Pack Lithium Batteries	71.93
451	7200	Other Supplies	4348 Amazon.Com	PC - 32027	Streamlight Flashlights (4)	36.12
Total 630 - Support Services						482.34

Total 60 - Police Department	1,113.68
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Fire Department						
Division: 100 - Administration						
452	5325	Training	3796 Par-A-Dice Hotel	PC - 32025	Credit Hotel Chg-Train Ofcr Boot Camp-10/15-10/17/21-Div Chief	(122.08)
Total 100 - Administration						(122.08)

City of Des Plaines

Warrant Register 11/01/2021

JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Division: 710 - Emergency Services					
453	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 32000 Paramedic License Renewal - 9/30/21-9/30/25 - 1 Division Chief	41.00
454	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 32001 Paramedic License Renewal - 9/30/21-9/30/25 - 1 Paramedic	41.00
455	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 32002 Paramedic License Renewal 10/31/21-10/31/25 - 1 Engineer	41.00
456	6305	R&M Equipment	5875 North Shore Sign Company Inc	PC - 31984 Service Call Electronic Sign at Station 61 - 9/22/21	1,365.00
457	7000	Office Supplies	4348 Amazon.Com	PC - 31978 2 Boxes of Duracell Procell Batteries	27.10
458	7000	Office Supplies	4348 Amazon.Com	PC - 31980 Credit for 2 Boxes Duracell Procell Batteries	(27.10)
459	7200	Other Supplies	8148 Global Test Supply LLC	PC - 31979 10 Bottles of Bump Gas for 5 Gas Meters	666.80
460	7200	Other Supplies	4348 Amazon.Com	PC - 31999 Water Dispenser Replacement Filters - Station 63	97.05
461	7200	Other Supplies	2219 Jones & Bartlett Learning LLC	PC - 32024 2 High Angle Rescue Techniques Books - 2 Paramedics	168.79
462	7320	Equipment < \$5,000	3723 Indian Springs Manufacturing Co Inc	PC - 31981 Chlorine Institute Emergency Kit-Replacement Gasket Set	295.69
463	7320	Equipment < \$5,000	3723 Indian Springs Manufacturing Co Inc	PC - 31982 Sulfur Dioxide Gasket	369.60
464	7320	Equipment < \$5,000	4444 Misc Vendor for Procurement Card	PC - 31983 Chlorine Gas Meter	345.00
465	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 32014 3 Pairs of Safety Glasses - Station Wide	23.82
466	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 32023 2 Double Socket Arms, 2 Phone Holders - Division Chief	89.96
Total 710 - Emergency Services					3,544.71

Total 70 - Fire Department	3,422.63
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Total 100 - General Fund	9,439.73
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Fund: 260 - Asset Seizure Fund					
Program: 2610 - Customs					
467	5325	Training	1470 IL Tactical Officers Assoc	PC - 32032 2021 ITOA Training Conference 11/20-11/23/2021 - 1 Officer	325.00

City of Des Plaines

Warrant Register 11/01/2021

JPMorgan Chase

Line #	Account		Vendor	Invoice	Invoice Description	Amount
468	5325	Training	1470 IL Tactical Officers Assoc	PC - 32033	2021 ITOA Training Conference 11/20-11/23/2021 - 1 Officer	365.00
Total 2610 - Customs						690.00

Program: 2640 - Forfeit						
469	6115	Licensing/Titles	1744 IL Secretary of State	PC - 32034	Squad #3 Vehicle Registration for 2021 Lic # CB24087	154.40
470	6115	Licensing/Titles	1744 IL Secretary of State	PC - 32035	Squad #80 Vehicle Registration for 2021 Lic #S800647	154.40
471	6195	Miscellaneous Contractual Services	7186 Bentley's Pet Stuff-SC	PC - 31985	Dog Wash for K9 Jager 9/8/2021	13.50
472	7200	Other Supplies	5065 Pet Supplies Plus	PC - 31986	Food for K9 Jager 9/22/2021	135.96
Total 2640 - Forfeit						458.26

Total 260 - Asset Seizure Fund						1,148.26
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Fund: 420 - IT Replacement Fund						
473	8005	Computer Hardware	8415 Ubiquiti Inc	PC - 32037	Ubiquiti Wireless Access Points for City Use	1,745.00
474	8005	Computer Hardware	8415 Ubiquiti Inc	PC - 32040	Ubiquiti Ethernet Surge Protector for City Use	125.00
475	8005	Computer Hardware	4348 Amazon.Com	PC - 32047	APC UPS Battery Replacement for IT Department	206.82
Total 420 - IT Replacement Fund						2,076.82

Fund: 430 - Facilities Replacement Fund						
476	7045	Supplies - Building R&M	1057 Menard Incorporated	PC - 31969	Refund - Tax	(43.60)
Total 430 - Facilities Replacement Fund						(43.60)

Fund: 500 - Water/Sewer Fund						
Division: 550 - Water Systems						
477	6015	Communication Services	4444 Misc Vendor for Procurement Card	PC - 31997	Refill SCADA Alarm Notification Holding Fund 09/17/2021	50.00
478	7000	Office Supplies	4348 Amazon.Com	PC - 31996	Charging Station, Surface Pen Tip Replacements	42.97
479	7070	Supplies - Water System Maintenance	4348 Amazon.Com	PC - 31941	Cat6e Cable for Wireless Network	2,112.00
Total 550 - Water Systems						2,204.97

City of Des Plaines

Warrant Register 11/01/2021

JPMorgan Chase

Line #	Account		Vendor	Invoice	Invoice Description	Amount
Division: 560 - Sewer Systems						
480	7300	Uniforms	4348 Amazon.Com	PC - 32017	Uniform Shirts for Foreman	64.14
481	7300	Uniforms	4348 Amazon.Com	PC - 32018	Uniform Shirt for Foreman	29.99
482	7300	Uniforms	4444 Misc Vendor for Procurement Card	PC - 32019	Uniform Shirts and Pants for Foreman	140.44
Total 560 - Sewer Systems						234.57
Total 500 - Water/Sewer Fund						2,439.54
Fund: 600 - Risk Management Fund						
483	5325	Training	4360 Paypal	PC - 31972	IL Self-Insurers Assoc-Seminar/Mtg-10/05 and 10/12/21-Analyst	169.95
Total 600 - Risk Management Fund						169.95
Grand Total						15,230.70

City of Des Plaines

Warrant Register 11/01/2021

Summary

	<u>Amount</u>		<u>Transfer Date</u>
Automated Accounts Payable	\$ 3,044,486.46	**	11/1/2021
Manual Checks	\$ 7,711.44	**	10/15/2021
Payroll	\$ 1,272,627.35		10/22/2021
RHS Payout	\$ -		
Electronic Transfer Activity:			
JPMorgan Chase Credit Card	\$ 15,230.70	**	10/25/2021
Chicago Water Bill ACH	\$ 183,385.24		10/29/2021
Postage Meter Direct Debits	\$ -		
Utility Billing Refunds	\$ -		
Debt Interest Payment	\$ -		
FEMA Buyout	\$ -		
Property Purchase	\$ -		
IMRF Payments	\$ -		
Employee Medical Trust	\$ -		
Total Cash Disbursements:	\$ 4,523,441.19		

* Multiple transfers processed on and/or before date shown

** See attached report

Adopted by the City Council of Des Plaines

This First Day of November 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: October 21, 2021

To: Michael G. Bartholomew, City Manager

From: Dorothy Wisniewski, Assistant City Manager/Director of Finance

Subject: 2022 Annual Budget Approval

A handwritten signature in blue ink, appearing to read 'D.W.', is located to the right of the 'To' and 'From' lines.

Issue: For the City Council to adopt the 2022 Budget Resolution.

Analysis: The City Council held two budget hearings over the 2022 Proposed Budget document. The first meeting was held on October 7th and the discussion covered the review of the General Fund. The second budget meeting was held on October 12th to review the Non-General Funds within the budget document. Within those discussions, the City Council voted and approved all expenditures, revenues, and the resulting fund balances to support City services and projects.

Additionally, during these meetings, the City Council achieved a consensus on additional changes to be included as part of the 2022 Final Budget document. The following is a financial summary reflecting the result of this process along with a Resolution to adopt the 2022 Budget document.

2022 Budget snapshot: The Fiscal Year 2022 annual budget totals \$171.2M (excluding transfers), a \$7.2M or 4.4% increase over the 2021 Budget. Although this is an increase from the 2021 Budget, it remains below the pre-pandemic 2020 Budget level of \$172.1M. In 2021, the City made a conscious effort of reducing expenditures as a result of decreased revenues attributable to the COVID-19 pandemic. The City has continued many of these expenditure reduction efforts in the 2022 Budget. The 2022 Budget also includes \$7.8M for storm water management projects that will be paid for by federal funds received through the American Rescue Plan Act, which was signed into law in 2021 and provides local governments with funds to help respond to the COVID-19 pandemic. Excluding this \$7.8M expenditure, the 2022 Budget is a \$578K or 0.4% decrease over the 2021 Budget.

Table 1 below summarizes the final 2022 Budget changes approved by the City Council during the October budget deliberations that were incorporated in the final 2022 Budget numbers. Based on the City Council consensus, the expenditures were increased by \$5.5M. A majority of the change in expenditures is due to increased funding for the American Rescue Plan Act Storm Water Management Projects and funding for Phase I Engineering Services for an Algonquin Road bridge.

<i>Table 1</i>		
2022 Budget Changes Approved by the City Council		
Account	Description	Amount
General Fund		
100-70-710-0000.8015	Zoll Cardiac Monitor	40,000
100-90-000-0000.6502	Increased Funding – City Special Events	100,000
Total General		140,000
Grant Projects Fund		
250-00-000-2520.8100	Increased Funding – Storm Water Management Projects	3,893,972
Total Grant Projects		3,893,972
Capital Projects Fund		
400-00-000-0000.6000	Professional Services – Storm Water Management Projects	380,000
400-00-000-0000.6000	Phase I Engineering Services – Algonquin Road Bridge	1,100,000
Total Capital Projects		1,480,000
Total 2022 Budget Changes		\$5,513,972

Exhibit A, ‘2022 Budget at a Glance’, summarizes the final figures to date as they pertain to revenues, expenditures, and transfers in/out. Additionally, included for your information is the Fund Balances vs. Financial Policy Requirements chart.

Recommendation: I recommend the City Council adopt the attached resolution approving the 2022 Budget document.

Attachments:

Attachment 1: Resolution R-179-21 - Approving the 2022 Annual Budget

Exhibit A: 2022 Budget at a Glance

Attachment 2: Fund Balances vs. Financial Policy Requirements

CITY OF DES PLAINES

RESOLUTION R - 179 - 21

A RESOLUTION APPROVING THE 2022 ANNUAL BUDGET FOR THE CITY OF DES PLAINES.

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, the City desires to establish a budget to plan for and help satisfy the operating needs of the City; and

WHEREAS, the City Council met two times in Special Meetings and reviewed and revised the proposed 2022 Annual Budget for the City of Des Plaines; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Des Plaines to adopt the 2022 Annual Budget;

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 Ordinance as the findings of the City Council.

SECTION 2: ADOPTION OF 2022 ANNUAL BUDGET. The Mayor and City Council hereby approve and adopt the 2022 Annual Budget, a summary of which, titled "2022 Budget at a Glance", is attached to this Resolution as **Exhibit A**.

SECTION 3: 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 the 2022 City Budget

City of Des Plaines

2022 Proposed Budget at a Glance

Fund Name	2021 Projected Ending Fund Balance (Deficit)	2022 Transfers In	2022 Budgeted Revenues	2022 Budgeted Expenditures	2022 Transfers Out	2022 Projected Ending Fund Balance (Deficit)
General Fund	57,688,407	53,000	59,872,600	72,154,358	1,900,000	43,559,649
Nonspendable	21,909,383	-	-	-	-	22,468,273
Assigned	2,000,000	-	-	-	-	2,000,000
Unassigned	33,779,024	-	-	-	-	19,091,376
TIF #1	(142,662)	-	-	-	-	(142,662)
TIF #3	(2,877,215)	-	2,299,550	1,864,764	1,000	(2,443,429)
TIF #5	(185,363)	-	185,763	400	-	-
TIF #6	(16,592,553)	-	144,720	1,583,442	1,000	(18,032,275)
TIF #7	(2,310,965)	-	446,288	28,160	10,000	(1,902,837)
TIF #8	2,223,852	-	1,281,582	1,161,500	36,000	2,307,934
Motor Fuel Tax	2,865,092	-	3,037,139	3,604,000	-	2,298,231
CDBG	84,707	-	689,672	774,379	-	-
Grant Projects	4,090,300	54,406	14,915,596	18,497,883	-	562,419
Gaming Tax	16,274,112	-	21,481,000	14,552,400	3,700,000	19,502,712
Debt Service	-	-	-	-	-	-
Capital Projects	6,381,499	-	4,421,202	8,455,954	54,406	2,292,341
Equipment Replacement	4,608,422	1,500,000	125,000	3,216,430	-	3,016,992
IT Replacement	227,401	400,000	100	376,307	-	251,194
Facilities Replacement	10,544,301	3,700,000	97,165	11,542,440	-	2,799,026
Water/Sewer	3,125,916	5,000	17,683,377	19,919,960	-	894,333
City-Owned Parking	1,136,302	-	238,920	399,000	-	976,222
Metra-Leased Parking	17,887	-	50,000	46,850	10,000	11,037
Risk Management	1,816,168	-	2,664,917	2,552,809	-	1,928,276
Health Benefits	2,767,637	-	10,236,747	10,495,301	-	2,509,083
Total City Funds	91,743,245	5,712,406	139,871,338	171,226,337	5,712,406	60,388,246

City of Des Plaines
2022 Budget at a Glance
Fund Balance vs. Financial Policy Requirements

Fund Name	Policy Requirement			Fund Balance 1/1/2022	Fund Balance 12/31/2022	2022 Fund Balance %	% over (under) Policy Requirements
	Required %	Required Years	Other Requirements				
General Fund	25%	Annual	Expenditures	57,688,407	43,559,649	58.82%	33.82%
Nonspendable	N/A	N/A		21,909,383	22,468,273		
Assigned				2,000,000	2,000,000		
Unassigned	25%	Annual	Expenditures	33,779,024	19,091,376	25.78%	0.78%
TIF #1	N/A	N/A		(142,662)	(142,662)		
TIF #3	N/A	N/A		(2,877,215)	(2,443,429)		
TIF #5	N/A	N/A		(185,363)	-		
TIF #6	N/A	N/A		(16,592,553)	(18,032,275)		
TIF #7	N/A	N/A		(2,310,965)	(1,902,837)		
TIF #8	N/A	N/A		2,223,852	2,307,934		
Motor Fuel Tax	20%	5 yr. Average	Expenditures Pursuant to Federal Regulations	2,865,092	2,298,231	63.77%	43.77%
CDBG	0%	N/A		84,707	-		
Grant Projects	N/A	N/A		4,090,300	562,419		
Gaming Tax	N/A	N/A		16,274,112	19,502,712		
Debt Service	25%	Annual	Non-Property Tax Supported Expenditures	-	-		
Capital Projects	20%	5 yr. Average	Expenditure	6,381,499	2,292,341	26.94%	6.94%
Equipment Replacement	20%	5 yr. Total	Future Projected Expenditures	4,608,422	3,016,992	93.80%	73.80%
IT Replacement	20%	5 yr. Average	Expenditures	227,401	251,194	66.75%	46.75%
Facilities Replacement	20%	Annual	Expenditures	10,544,301	2,799,026	24.25%	4.25%
Water/Sewer	20%	Annual	Expenses	3,125,916	894,333	4.49%	-15.51%
City-Owned Parking	20%	5 yr. Average	Expenses	1,136,302	976,222	244.67%	224.67%
Metra Parking	20%	5 yr. Average	Expenses	17,887	11,037	19.41%	-0.59%
Risk Management	20%	Annual	Expenditures	1,816,168	1,928,276	75.54%	55.54%
Health Benefits Fund	20%	Annual	Expenditures	2,767,637	2,509,083	23.91%	3.91%

Indicates that this fund meets the fund balance policy requirement

Indicates that this fund does not meet the fund balance policy requirement



CITY MANAGER'S OFFICE

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

MEMORANDUM

Date: October 7, 2021
To: Mayor Goczowski and Aldermen of the City Council
From: Michael G. Bartholomew, City Manager *MB*
Subject: Amendments to the Electrical Code

Attached for your consideration are proposed amendments to Title 10, Chapter 8, Section 2 of the Des Plaines City Code, which would incorporate amendments from the National Electrical Code.

Attachments: Ordinance M-27-21
Exhibit A

CITY OF DES PLAINES

ORDINANCE M – 27 - 21

**AN ORDINANCE AMENDING SECTION 10-8-2 OF THE
CITY CODE OF THE CITY OF DES PLAINES REGARDING
LOCAL AMENDMENTS TO THE NATIONAL
ELECTRICAL CODE.**

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 10-8-1 of the City Code of the City of Des Plaines, as amended (“*City Code*”), adopts the 2014 National Electrical Code (“*NEC*”); and

WHEREAS, Section 10-8-2 of the City Code sets forth local amendments to various provisions of the NEC; and

WHEREAS, the City desires to amend the Section 10-8-2 to amend the NEC to limit the permitted length of certain types of cable; 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, the same constituting the factual basis for this Ordinance.

SECTION 2: AMENDMENTS TO AND ADMINISTRATION OF THE NATIONAL ELECTRICAL CODE. Section 10-8-2, titled “Amendments to and Administration of the National Electrical Code” of Chapter 8, titled “Electrical Code,” of Title 10, titled “Construction Regulations,” of the City Code is hereby amended as set forth in **Exhibit A** attached to and, by this reference, made a part of this Ordinance.

SECTION 3. 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.

SECTION 4: EFFECTIVE DATE. This Ordinance shall be in full force and effect after its passage, approval, and publication in the manner provided by 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

10-8-2: AMENDMENTS TO AND ADMINISTRATION OF THE NATIONAL ELECTRICAL CODE:

A. Amendments: The 2014 national electrical code, adopted and incorporated by reference pursuant to this chapter, is hereby amended, in relevant part, to read as set forth in this section. Subsequent section numbers used in this section refer to the like numbered sections of, or new sections added to, the 2014 national electrical code. Whenever a conflict arises between the provisions of the 2014 national electrical code and the amendments set forth in this section, the following amendments will control:

320.12 Uses Not Permitted [Armored Cable: Type AC]

Add the following: When used in projects constructed using the International Building Code (2015), individual lengths of Armored Cable: Type AC must not exceed six feet in length.

330.12 Uses Not Permitted [Metal-Clad Cable: Type MC]

Add a new (3) after 330.12(2) as follows:

(3) When used in projects constructed using the International Building Code (2015), individual lengths of Metal-Clad Cable: Type MC must not exceed six feet in length.

410.36 Means of Support.

(A) Outlet Boxes. Outlet boxes or fittings installed as required by 314.23 and complying with the provisions of 314.27(A)(1) and 314.27(A)(2) shall be permitted to support luminaires.

(B) Suspended Ceilings. Framing members of suspended ceiling systems used to support luminaires shall be securely fastened to each other and shall be securely attached to the building structure at appropriate intervals. Luminaires shall be securely fastened to the structure above at opposite corners of the fixture housing.

~~(C) Luminaire Studs. Luminaire studs that are not a part of outlet boxes, hickey, tripods, and crowfeet shall be made of steel, malleable iron, or other material suitable for the application.~~

~~(D) Insulating Joints. Insulating joints that are not designed to be mounted with screws or bolts shall have an exterior metal casing, insulated from both screw connections.~~

~~(E) Raceway Fittings. Raceway fittings used to support a luminaire(s) shall be capable of supporting the weight of the complete fixture assembly and lamp(s).~~

~~(F) Busways. Luminaires shall be permitted to be connected to busways in accordance with 368.17(C).~~

~~(G) Trees. Outdoor luminaires and associated equipment shall be permitted to be supported by trees.~~

B. Administration: Appendix K of the 2015 international building code shall be used to administer the 2014 national electrical code. (Ord. M-44-15, 11-16-2015)




POLICE DEPARTMENT

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5400
desplaines.org

MEMORANDUM

Date: October 6, 2021

To: Michael G. Bartholomew, City Manager

From: Dave Anderson, Chief of Police 

Subject: Contract Award – Crossing Guard Services

Issue: A Request for Proposals for crossing guard services was released on June 15, 2021. Three responses were received on June 29, 2021.

Analysis: The City received three responses to the Request for Proposals: Andy Frain Services, located in Aurora, Illinois, Cross Safe located in Charlotte, North Carolina, and Star Detective & Security located in Chicago, Illinois. Pricing for the three proposals based on an estimated 12,279 hours of crossing guard services is shown in the table below. The City will only be invoiced for actual crossing guard hours.

Proposer	Pricing
Star Detective & Security	\$282,828.00
Andy Frain Services	\$333,574.23
Cross Safe	\$424,907.34

Although Star Security's proposal was lower than Andy Frain Services, they do not possess the experience and expertise that Andy Frain does. Star Detective & Security's references provided in their proposal were all related to providing security officers, not crossing guards. Andy Frain Services is a local firm that is currently providing crossing guard services to several Chicagoland municipalities and school districts, including Oak Park, Carol Stream, Bolingbrook, West Chicago, and Evanston. Andy Frain Services has substantially the most experience in providing crossing guard services out of the three proposers. Additionally, all references provided by Andy Frain Services are positive. Based on these factors, staff is recommending an award to Andy Frain Services to provide crossing guard services to the City.

The City of Des Plaines is the current provider of crossing guard services to Des Plaines' schools. The crossing guard program is managed by the Police Department and funded out of the General Fund.

Crossing guards are provided at approximately 25 locations covering School District 59 and School District 62. During the 2020-2021 school year, there were 31 part-time crossing guards. The current rate of pay is approximately \$15.90 per hour. The program is overseen by the Chief of Police, with the daily operational oversight conducted by several Police personnel. The Human Resources division provides administrative

support related to hiring, recruiting, and processing of candidates. Additionally, the Police Department provides substitutions for crossing guard absences when needed.

The 2021 budget to maintain crossing guards is \$185,400 for temporary pay. This basic cost does not include other costs incurred to support the program. The City pays approximately \$1,000 per year for equipment and \$1,040 for background checks and physical examinations. Administrative expenses provided by Police personnel are approximately 1,450 hours or \$104,000 annually. The annual administrative cost provided by the Human Resources division including recruitment is estimated to be 10 hours or approximately \$780. The staff time spent on administration is compounded in years with high turnover among the part-time crossing guard staff. For example, in 2019 the turnover was thirteen crossing guards.

Turnovers and daily sick calls create gaps in crossing guard coverage that require Police personnel to fill in. Police personnel are also required in scenarios where, even without turnover and sick calls, the City does not have the adequate number of part-time crossing guards to cover all crossing locations. For 2020-2021, the Police Department provided crossing guard coverage for approximately 400 hours. Including salary and benefits, utilizing Police personnel adds an estimated \$24,700 to the crossing guard program.

In total, staff estimates that the annual cost for the City to manage the crossing guard program is \$316,920. Costs not considered in the above analysis include unemployment insurance and workers compensation. Additionally, having a third-party vendor assume the risks of the crossing guard program will reduce the City's exposure to potential litigation.

Recommendation: Staff recommends City Council consider awarding the crossing guard services contract to Andy Frain Services for a one-year term from January 1, 2022 to December 31, 2022 with three optional one-year extensions.

Attachments:

Resolution R-163-21

Exhibit A – Andy Frain Services Contract

CITY OF DES PLAINES

RESOLUTION R - 163 - 21

**A RESOLUTION APPROVING AN AGREEMENT WITH
ANDY FRAIN SERVICES FOR CROSSING GUARD
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 or about June 15, 2021, the City issued a Request for Proposals seeking a qualified vendor to provide Crossing Guard Services ("**Services**"); and

WHEREAS, Andy Frain Services ("**Vendor**") submitted a proposal to perform the Services at the following rates: \$16.00 per hour in the field and \$8.97 per hour for administrative services for crossing guards, and \$18.00 per hour in the field and \$6.97 per hour for administrative services for field supervisors, for a total estimated annual cost of \$333,574.23; and

WHEREAS, the City evaluated all responses to the Request for Proposals and determined that the proposal submitted by Vendor is the most advantageous to and would best serve the City; and

WHEREAS, the City and Vendor have determined that it is in their best interest to enter into a one-year agreement ("**Agreement**") for the provision of the Services by Vendor at the prices proposed; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL 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 with Vendor in substantially the form attached to this Resolution as **Exhibit A**, and in a final form approved by the General Counsel.

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

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect upon its passage and approval by a majority of the members of the City Council.

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 a Contract with Andy Frain Services for Crossing Guard Services

CITY OF DES PLAINES
CONTRACT FOR CROSSING GUARD SERVICES

THIS CONTRACT (“Contract”) is dated as of the ____ day of _____, 20____ (**“Effective Date”**) and is by and between the **CITY OF DES PLAINES**, an Illinois home rule municipal corporation (**“City”**), and Andy Frain Services, Inc., an Illinois corporation (**“Vendor”**) (collectively, the **“Parties”**).

IN CONSIDERATION OF the agreements set forth in this Contract, the receipt and sufficiency of which are mutually acknowledged, and pursuant to the City’s statutory home rule powers, the Parties agree as follows:

SECTION 1. SCOPE AND PROVISION OF SERVICES.

A. Services. The City hereby engages the Vendor identified below to provide all crossing guard services (collectively, the **“Services”**), as such Services are more fully described in the Scope of Work, a copy of which is attached as **Exhibit A** to this Contract (**“Scope of Work”**). The Vendor must provide the Services pursuant to the terms and conditions of this Contract and as described more fully in the Scope of Work.

B. Commencement; Term. The Vendor will commence the Services immediately upon receipt of written notice from the City that this Contract has been fully executed by the Parties (**“Commencement Date”**). The Vendor will diligently and continuously prosecute the Services through December 31, 2022 (**“Term”**). The City and the Vendor may renew this Contract for up four additional one-year terms (each a **“Renewal Term”**) by mutual written agreement of the Parties.

C. Reporting. The Vendor will regularly report to the City regarding the progress of the Services during the term of this Contract.

D. Relationship of the Parties. The Vendor will act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Contract will be construed to: (i) create the relationship of principal and agent, employer and employee, partners, or joint ventures between the City and the Vendor; or (ii) create any relationship between the City and any subcontractor of the Vendor.

E. Information Releases. The Vendor will not issue any news releases or other public statements regarding the Services without prior approval from the City.

F. Mutual Cooperation. The City will cooperate with the Vendor in the performance of the Services, including meeting with the Vendor and providing the Vendor with any non-confidential information that the City may have that may be relevant and helpful to the Vendor’s performance of the Services. The Vendor agrees to cooperate with the City in the performance of the Services to complete the Work and with any other the Vendors engaged by the City.

G. Compliance with Laws and Grants.

1. The Vendor will give all notices, pay all fees, and take all other actions that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required or necessary in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Vendor will also comply with all conditions of any federal, state, or local grant received by City or the Vendor with respect to this Contract or the Services.

2. The Vendor will 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, or its subcontractors’, performance of, or failure to perform, the Services or any part of the Services.

3. Every provision of law required by law to be inserted into this Contract will be deemed to be inserted herein.

SECTION 2. COMPENSATION AND METHOD OF PAYMENT.

A. Compensation. The total amount billed shall be in accordance with the Schedule of Prices, attached to and made a part of this Contract as ***Exhibit B (“Schedule of Prices”)***.

B. Invoices and Payment. The Vendor will be paid as provided in the Schedule of Prices. The Vendor will submit invoices to the City in an approved format for those portions of the Services performed and completed by the Vendor. The City will pay to the Vendor the amount billed in accordance with the Illinois Prompt Payment Act, 50 ILCS 505/1 *et seq.*

C. Records. The Vendor will maintain records showing actual time devoted and costs incurred, and will permit the authorized representative of the City to inspect and audit all data and records of the Vendor for work done under this Contract. The records required to be made available to the City under this Section 2.C will be made available at reasonable times during the term of this Contract, and for five years after the termination of this Contract.

D. Claim in Addition to Compensation. If the Vendor claims a right to additional compensation as a result of action taken by the City, the Vendor must provide written notice to the City of the claim within seven days after occurrence of the action, and no claim for additional compensation will be valid unless made in accordance with this Section 2.D. Any changes in the Compensation will be valid only upon written amendment pursuant to Section 10.A of this Contract. Regardless of the decision of the City relative to a claim submitted by the Vendor, the Vendor will proceed with all of the Services required to complete the Services under this Contract as determined by the City without interruption.

E. Taxes, Benefits, Royalties. The Compensation includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services, including, without limitation, all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. The Vendor waives and releases any claim or right to claim additional compensation by reason of the payment of any tax, contribution, premium, costs, royalties, or fees.

F. Completion and Acceptance of Services. The Services, and any phase of the Services, will be considered complete on the date of final written acceptance by the City of the Services or each phase of the Services, as the case may be.

G. Additional Services. The City will not be liable for any costs incurred by the Vendor in connection with any services provided by the Vendor that are outside the scope of this Contract (***“Additional Services”***), regardless of whether the Additional Services are requested or directed by the City, except upon the prior written consent of the City Manager after approval in accordance with applicable procedures.

H. No Additional Obligation. The City is under no obligation under this Contract or otherwise to negotiate or enter into any other or additional contracts or agreements with the Vendor, or with any vendor solicited or recommended by the Vendor.

I. Escalation. Vendor must notify the City of any proposed increase in prices listed on the Schedule of Prices for any Term or Renewal Term at least sixty (60) days before the expiration of the Term or Renewal Term. Proposed price increase must not exceed the CPI-All Urban Consumers, Chicago-Naperville-Elgin or 3%, whichever is less. CPI will be based upon the change in the annual CPI Index, non-seasonal adjusted. The City reserves the right to reject a proposed price increase and allow the Contract to expire.

SECTION 3. PERSONNEL; SUBCONTRACTORS.

A. Availability of Personnel. The Vendor will provide all personnel necessary to complete the Services.

B. Approval and Use of Subcontractors. The Vendor will perform the Services with its own personnel and under the management, supervision, and control of its own organization, unless otherwise approved by the City in writing. All subcontractors and subcontracts used by the Vendor will be acceptable to, and approved in advance by, the City. The City's approval of any subcontractor or subcontract will not relieve the Vendor of full responsibility and liability for the provision, performance, and completion of the Services as required by this Contract. All Services performed under any subcontract will be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Vendor. For purposes of this Contract, the term “Vendor” will be deemed also to refer to all subcontractors of the Vendor, and every subcontract will include a provision binding the subcontractor to all provisions of this Contract.

C. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the City, then, immediately upon notice from the City, the Vendor will remove and replace the personnel or subcontractor. The Vendor will have no claim for damages, for compensation in excess of the amount contained in this Contract or for a delay or extension of the Term as a result of any removal or replacement.

SECTION 4. TERMINATION.

Notwithstanding any other provision hereof, the City may terminate this Contract, at any time and for any reason, upon seven days prior written notice to the Vendor. In the event that this Contract is so terminated, the Vendor will be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in the Scope of Work.

SECTION 5. CONFIDENTIAL INFORMATION; OWNERSHIP OF WORK PRODUCT AND DOCUMENTS.

A. Confidential Information. In the performance of this Contract, the Vendor may have access to or receive certain information in the possession of the City that is not generally known to members of the public ("**Confidential Information**"). Confidential Information includes, without limitation, proprietary information, copyrighted material, personal or private data of every kin, financial information, health records and information, maps, and all other information of a personal nature. The Vendor must not use or disclose any Confidential Information without the prior written consent of the City. If the Vendor has any doubt about the confidentiality of any information, then the Vendor must seek a determination from the City regarding the confidentiality of the information. The Vendor and all of its personnel and subcontractors must make and apply all safeguards necessary to prevent the improper use or disclosure of any Confidential Information. At the expiration or termination of this Contract, the Vendor must promptly cease using, and must return or destroy (and certify in writing destruction of), all Confidential Information, including all copies, whether physical or in any other form, in its possession. The Vendor may not transfer to, store in, or otherwise allow work product containing Confidential Information to be located in any location, whether physical or digital, not under the control of the Vendor. If the Vendor is required, by any government authority or court of competent jurisdiction, to disclose any Confidential information, the Vendor must immediately give notice to the City with the understanding that the City will have the opportunity to contest the process by any means available to it prior to submission of any documents to a court or other third party. The Vendor must cause all of its personnel and subcontractors to undertake and abide by the same obligations regarding Confidential Information as the Vendor.

B. Ownership. The Vendor agrees that all work product, in any form, prepared, collected, or received by the Vendor in connection with any or all of the Services to be performed under this Contract will be and remain the exclusive property of the City. At the City's request, or upon termination of this Contract, the Vendor will cause the work product to be promptly delivered to the City. Any outstanding payment obligations may not be used as a basis to withhold work product. The Vendor agrees that, to the extent permitted by law, any and all work product will exclusively be deemed "works for hire" within the meaning and purview of the United States Copyright Act, 17 U.S.C. § 101 et seq subject to the terms of this Contract. To the extent any work product does not qualify as a "work for hire," the Vendor irrevocably grants, assigns, and transfers to the City all right, title, and interest in and to the work product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. All intellectual property, Confidential Information, and work product will at all times be and remain the property of the City. The Vendor will execute all documents and perform all acts that the City may request in order to assist the City in perfecting or protecting its rights in and to the work product and all intellectual property rights relating to the work product. All of the foregoing items will be delivered to the City upon demand at any time and in any event, will be promptly delivered to the City upon expiration or termination of this Contract within three days after a demand. In addition, the Vendor will return the City's data in the format requested by the City. If any of the above items are lost or damaged while in the Vendor's possession, those items will be restored or replaced at the Vendor's expense.

C. Freedom of Information Act and Local Records Act. The Vendor acknowledges that this Contract, all documents submitted to the City related to this Contract, and records in the possession of the Vendor related to this Contract or the Services may be a matter of public record and may be subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., and any other comparable state or federal laws now existing or adopted later (collectively, the "**Disclosure Laws**"). In the event that the City requests records from the Vendor, the Vendor shall promptly cooperate with the City to enable the City to meet all of its obligations under the applicable Disclosure Law. The Vendor acknowledges and agrees that the determination as to whether information in the records is exempt from disclosure or should be released to the public will be made by the City in its sole and absolute discretion.

D. Injunctive Relief. In the event of a breach or threatened breach of this Section 5, the City may suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, the Vendor agrees that the City will be entitled to seek immediate injunctive relief to prevent or curtail any breach, threatened

or actual. The rights provided under this Section 5.D are in addition and without prejudice to any rights that the City may have in equity, by law or statute. The Vendor will fully cooperate with the City in identifying the scope of any improper use or dissemination of data protected by this Section 5 and will assist the City in any notification efforts required by law.

SECTION 6. WARRANTY.

The Vendor warrants that the Services will be performed in accordance with the highest standards of professional practice, care, skill, and diligence practiced by recognized consulting firms or licensed and accredited professionals in performing services of a similar nature. This warranty is in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are reserved unto the City. Any of the Services required by law or by this Contract to be performed by licensed professionals will be performed by professionals licensed by the State of Illinois to practice in the applicable professional discipline.

SECTION 7. VENDOR REPRESENTATIONS.

A. Ability to Perform. represents that it is financially solvent, has the necessary financial resources, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services in accordance with this Contract and in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

B. Authorization. The execution, delivery and performance by the Vendor of this Contract has been duly authorized by all necessary corporate action, and does not and will not violate its organizational documents, as amended and supplemented, any of the applicable requirements of law, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which the Vendor is now a party or by which the Vendor is now or may become bound.

C. Company Background. The information disclosed by the Vendor regarding its corporate structure, financial condition, expertise, and experience is true and correct. The Vendor will promptly notify City in writing of any material change to or about the Vendor, including without limitation to change in ownership or control, and any change will be subject to City approval which will not be unreasonably withheld.

D. Conflict of Interest. The Vendor represents and certifies that, to the best of its knowledge: (1) no City employee, official, or agent has an interest in the business of the Vendor or this Contract; (2) as of the date of this Contract, neither the Vendor nor any person employed or associated with the Vendor has any interest that would conflict in any manner or degree with the performance of the obligations under this Contract; and (3) neither the Vendor nor any person employed by or associated with the Vendor will at any time during the term of this Contract obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Contract.

E. No Collusion. The Vendor represents and certifies that the Vendor is not barred from contracting with a unit of state or local government as a result of (i) 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 the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 2012, 720 ILCS 5/33E-1 *et seq.* The Vendor represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to the City prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it is found that the Vendor has, in procuring this Contract, colluded with any other person, firm, or corporation, then the Vendor will be liable to the City for all loss or damage that the City may suffer, and this Contract will, at the City's option, be null and void.

F. Sexual Harassment Policy. The Vendor certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

G. No Default. The Vendor is not in arrears to the City under any debt or contract and is not in default as surety, contractor, or otherwise to any person, unless as disclosed the City in writing.

H. No Legal Actions Preventing Performance. As of the Effective Date, the Vendor has no knowledge of any action, suit, proceeding, claim or investigation pending or to its knowledge threatened against the Vendor in any court, or by or before any federal, state, municipal, or governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect the Vendor's ability to perform its obligation under this Contract.

I. Patriot Act Compliance. The Vendor represents and warrants to the City that neither the Vendor nor any of its principals, shareholders, or other employees or officials (collectively "**Personnel**") is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Vendor further represents and warrants that the Vendor and its Personnel are not directly or indirectly engaged in or facilitating transactions related to this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Vendor must, and will, defend, indemnify, and hold harmless the City and its officials, officers, authorities, and all City elected or appointed officials, officers, employees, agents, representatives, and attorneys from and against every claim, damage, loss, risk, liability, and expense (including attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this Section 7.I.

SECTION 8. INDEMNIFICATION; INSURANCE; NO PERSONAL LIABILITY.

A. Indemnification. The Vendor agrees to, and does hereby, hold harmless and indemnify the City and all City elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with this Contract or the Vendor's performance, or failure to perform, all or any part of the Services; provided, however, that this indemnity does not, and will not, apply to willful misconduct or gross negligence on the part of the City.

Notwithstanding anything to the contrary in this Agreement, Contractor shall not indemnify or be required to indemnify Customer from or against any losses, claims, damages, injuries, liabilities or judgments to the extent that they are: (i) caused by the contributory negligence of Customer or its directors, officers, members, partners, affiliates, licensees, invitees, representatives, agents, or employees other than Contractor; (ii) arising from Customer's business decisions, including but not limited to, decisions to remove patrons or personnel from the Property and decisions regarding the number or placement of Service Personnel or hours of service; (iii) caused by or resulting from the wrongful or negligent acts, errors or omissions of third parties; or (iv) arising out of injury to or death of any employee of Contractor, except to the extent such claim arises out of the contributory negligence of Contractor, its directors, officers, partners, affiliates, licensees, representatives, agents, or employees.

It is expressly understood and agreed that Contractor is not responsible for performing any maintenance or construction services including but not limited to elevator or escalator maintenance, concrete, sidewalk, walkway, tile, carpeting (or floor/ground/stair covering of any kind), pavement, curb, roadway, light repair, lock or alarm device repair or maintenance, building upkeep, snow removal, or garbage, debris, food, water or transient substance removal. It is further understood and agreed that Contractor is not required or requested to report any maintenance needs or failures to Customer, or protect any persons entering onto Customer's property, from conditions of the premises, including the foregoing, other than those obvious during reasonable inspection and which pose an immediate danger to persons permitted on the Property.

Contractor does not warrant nor represent that its Services will prevent any injury or illness caused by any person entering onto Customer's property.

B. Insurance. Contemporaneous with the Vendor's execution of this Contract, the Vendor will provide certificates of insurance, all with coverages and limits acceptable to the City, and the Vendor must provide certificates of insurance, endorsements, and insurance policies acceptable to the City and including at least the minimum insurance coverage and limits set forth in **Exhibit C** to this Contract. For good cause shown by the Vendor, the City may extend the time for submission of the required certificates, endorsements, and policies and may impose deadlines or other terms to assure compliance with this Section 8.B. Each certificate and endorsement must be in a form acceptable to the City and from a company with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Each insurance policy must provide that no change, modification, or cancellation of any insurance will become effective until the expiration of 30 days after written notice of the change, modification in, or cancellation will have been given by the insurance company to the City (10 days' written notice in the event of cancellation due to the Vendor's non-payment of premium). The Vendor must maintain and keep in force, at all times during the term of this Contract and at the Vendor's expense, the insurance coverage provided in this Section 8.B and **Exhibit C**, including without limitation at all times while correcting any failure to meet the warranty requirements of Section 6 of this Contract.

C. No Personal Liability. No elected or appointed official, or employee of the City will be personally liable, in law or in contract, to the Vendor as the result of the execution and performance of this Contract.

SECTION 9. DEFAULT.

A. Default. If the City determines that the Vendor has failed or refused to properly undertake the Services with diligence, or has delayed in the undertaking of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Contract, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Contract ("**Event of Default**"), and fails to cure any the Event of Default within ten days after the Vendor's receipt of written notice of the Event of Default from the City, then the City will have the right, notwithstanding the availability of other remedies provided by law or equity, to pursue any one or more of the remedies provided for under Section 9.B of this Contract.

B. Remedies. In case of any Event of Default, the City may pursue the following remedies:

1. Cure by the Vendor. The City may require the Vendor, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Vendor and the Services into compliance with this Contract;

2. Termination of Contract. The City may terminate this Contract and, notwithstanding anything in Section 3.C. of this Contract, the City will not have any liability for further payment of amounts due or to become due under this Contract;

3. Withholding of Payment. The City may withhold from any payment, whether or not previously approved, or may recover from the Vendor, any and all costs, including attorneys' fees and administrative expenses, incurred by the City as the result of any Event of Default by the Vendor or as a result of actions taken by the City in response to any Event of Default by the Vendor.

SECTION 10. GENERAL PROVISIONS.

A. Amendment. No amendment to this Contract will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed.

B. Assignment. Neither Party may assign their rights or obligations under this Contract without the prior written consent of the other party.

C. City Actions, Consents, and Approvals. Any action, consent, or approval needed to be taken or given under this Contract by the City may only be performed by the City Manager or their designee, to the extent provided for by law.

D. Binding Effect. The terms of this Contract bind and inure to the benefit of the Parties and their agents, successors, and assigns.

E. Notice. Any notice required to be given under this Contract must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by E-mail. E-mail notices will be deemed valid and received by the addressee only upon explicit or implicit acknowledgment of receipt by the addressee. Unless otherwise expressly provided in this Contract, notices will be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 10.E, each party will have the right to change the address or the addressee, or both, for all future notices to the other party, but no notice of a change of addressee or address will be effective until actually received.

Notices to the City will be addressed to, and delivered at, the following address:

City of Des Plaines

1420 Miner Street
Des Plaines, Illinois 60018
Attention: City Manager
E-mail: mbartholomew@cityofdesplaines.org

With a copy to:

Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60650
Attention: Peter Friedman
E-mail: peter.friedman@elrodfriedman.com

Notices to the Vendor will be addressed to, and delivered at, the following address:

Andy Frain Services, Inc.
ATTN: David Clayton, CEO/President
761 Shoreline Drive
Aurora, Illinois 60504
dclayton@andyfrain.com
cc: Stacey McGlynn Atkins, General Counsel
satkins@andyfrain.com

F. Third Party Beneficiary. The provisions of this Contract are and will be for the benefit of the Vendor and City only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Contract. The City will not be liable to any vendor or other third party for any agreements made by the Vendor, purportedly on behalf of the City, without the knowledge and approval of the City Trustees.

G. Severability. If any term, covenant, condition, or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the City will have the right, in its sole and absolute discretion, to determine if (i) the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated, or (ii) the entire agreement shall be invalid, void, and unenforceable.

H. Time of the Essence. Time is of the essence in the performance of this Contract.

I. Governing Laws. This Contract will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

J. Venue. Exclusive jurisdiction with regard to the any actions or proceedings arising from, relating to, or in connection with this Contract will be in the Circuit Court of Cook County, Illinois or, where applicable, in the federal court for the Northern District of Illinois. The Parties waive their respective right to transfer or change the venue of any litigation filed in the Circuit Court of Cook County, Illinois.

K. Entire Contract. This Contract constitutes the entire agreement between the Parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the City and the Vendor with respect to the Scope of Work and the Services.

L. Non-Waiver. No waiver of any provision of this Contract will be deemed to or constitute a waiver of any other provision of this Contract (whether or not similar) nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Contract.

M. Exhibits. Exhibits A, B, and C. attached to this Contract are, incorporated in and made a part of this Contract. In the event of a conflict between any Exhibit and the text of this Contract, the text of this Contract will control. In the event of a conflict between the Scope of Work and the Vendor's Proposal, the Scope of Work shall control.

N. Rights Cumulative. Unless expressly provided to the contrary in this Contract, each and every one of the rights, remedies, and benefits provided by this Contract will be cumulative and will not be exclusive of any other rights, remedies, and benefits allowed by law.

O. Consents. Unless otherwise provided in this Contract, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Contract, or of any duly authorized officer, employee, agent, or representative of any party to this Contract, is required in this Contract, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing.

P. Interpretation. This Contract will be construed without regard to the identity of the Party which drafted the various provisions of this Contract. Every provision of this Contract will be construed as though all Parties to this Contract participated equally in the drafting of this Contract. Any rule or construction that a document is to be construed against the drafting party will not be applicable to this Contract.

Q. Survival. The provisions of Sections 5 and 8 will survive the termination or expiration of the Contract.

R. Calendar Days; Calculation of Time Periods. Unless otherwise specific in this Contract, any reference to days in this Contract will be construed to be calendar days. Unless otherwise specified, in computing any period of time described in this Contract, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central time.

S. Counterpart Execution. This Contract may be executed in several counterparts, each of which, is deemed to be an original, but all of which together will constitute one and the same instrument.

T. Force Majeure/Suspension of Service. In the event that the City's operations at the property where Services are performed are halted or substantially decreased by reason of war, hostilities, revolution, riot, civil commotion, terrorist attack, national emergency, strike, labor dispute, lockout, picketing, unavailability of supplies, epidemic, pandemic, endemic, fire, flood, catastrophic weather-like issue, earthquake, force of nature, explosion, embargo, Act of God, or other cause beyond the control of the City ("**Force Majeure Event**"), then those portions of this Contract concerning the Services to be provided at the affected property shall, upon twenty-four (24) hours written notice from the City to the Vendor, be suspended until further written notice by the City to the Vendor. Notwithstanding the foregoing, the City shall pay, in accordance with the terms hereof, the Vendor for all Services provided or scheduled to be provided prior to such suspension of, or decrease in, operations. In the event the Vendor is prevented from completing this Contract by reason of a Force Majeure Event, this Contract may be suspended for the duration such Force Majeure Event prevents Vendor from performing the Services, on twenty-four (24) hours' notice addressed by the Vendor to the City, provided that the Vendor uses reasonable efforts to cure or mitigate any delays or failure to perform. If Vendor suspends the Services due to a Force Majeure Event, the City will be liable to pay Vendor only for those Services actually performed.

ATTEST:

VENDOR

By: _____

By: _____

Title: _____

Its: _____

ATTEST:

CITY

By: _____

By: _____

Title: _____

Its: _____

EXHIBIT A – Scope of Work

A. Intent

The City of Des Plaines ("City") is seeking a qualified consultant ("Proposer") to provide crossing guard services and administration duties for its crossing guard program reporting to the City's Police Chief or his/her designee.

B. Proposal and Contract

Each proposal submitted is an offer only by each respective proposer to perform the Services for the City. Issuance of this RFP does not obligate the City to enter into a contract with any proposer nor does it obligate the City to pay any costs incurred by a proposer in its preparation and submission of a proposal.

The decision by the City to accept or reject a proposal is a function of the quality reliability, capability, reputation, and expertise of the proposers. The City will enter into a Contract with the proposer whose proposal the City determines, in the City's sole discretion, is in the best interest of the City.

C. Overview

The Proposer shall provide a sufficient number of crossing guards and field supervisors as designated by the City to perform duties and responsibilities associated with the safe crossing of school children at a variety of traffic intersections within the City. Such duties and responsibilities include, but are not limited to, the following: Stop traffic to allow children and other pedestrians to cross the traffic way safely; walk with children across city streets; utilize authorized signals to direct vehicle flow and pedestrian traffic; assist the public by providing directions and responding to questions and inquiries; report vehicles that violate traffic signals to the City Police Department; and perform related duties and responsibilities as required.

Crossing Guards and Field Supervisors shall meet the Adult Crossing Guard standards set forth in the 2009 Edition of the Manual on Uniform Traffic Control Devices (MUTCD), or the most recent edition of the MUTCD adopted by the State of Illinois.

D. Crossing Guards

The Proposer shall furnish the City with a sufficient number of employees to perform Crossing Guard services at locations providing coverage as designated by the City for the 2021-2022 school year and at other times directed by the City. Prior to each school year, the City shall provide the Proposer with a schedule, listing the days crossing guard and field supervision services are required for the upcoming school year. The Proposer should expect to provide crossing guard and field supervision services for 180 of the 365 day calendar year in accordance with the time and locations identified by the City.

Proposed staff shall be fluent in both written and spoken conversational English (capable of passing testing of same).

E. Supervisory Staff/Management Level Site Staff

The Proposer shall provide the name and contact information for the Site Supervisory Staff and Project Manager. Supervisory staff must be onsite during all active hours of operations to provide supervision and direction to Crossing Guard employees. Each field supervisor shall report and confer with the Proposer's Project Manager who in turn shall report and confer with the City's designated contact person with respect to services performed. Such reporting and conferring shall be as frequently as mutually agreed by the parties hereto, or as necessary due to any unusual circumstances.

The Proposer shall bill the City for actual hours worked, not to exceed six (6) hours per day, unless the Parties mutually agree in writing to adjust that amount.

F. Unavailability of Crossing Guards

If at any time the Proposer is unable to assign a Crossing Guard to a post described in the current year's post schedule for any reasons, then the Field Supervisor shall immediately notify the City, and the City will assign a member of its Police Department to cover that post (each instance to be classified as "City Coverage"). Whenever a City Coverage occurs, the Proposer shall not bill the City for the scheduled paid hours that would have been generated had the Crossing Guard covered the post as assigned. Additionally, beginning with the fifth City Coverage and ending with the tenth City Coverage in a school year, the City shall receive a credit on the next Proposer invoice of \$150.00 per City coverage. For every City Coverage after 10 during the same school year, the City shall receive a credit of \$225.00 on the next Proposer invoice. **The expectation is that all scheduled posts will be covered at all times.**

G. Training

All service personnel utilized by the Proposer shall be trained with the Proposer's City approved materials or instructions such that service personnel are fully equipped and competent to perform their duties in a safe, courteous and workmanlike manner and in compliance with all applicable work rules and regulations. The City approved training materials and training plan shall meet the standards and procedures described in the 2009 Edition of the Manual on Uniform Traffic Control Devices (MUTCD), or the most recent edition of the MUTCD adopted by the State of Illinois.

H. Performance Reviews

The Proposer shall meet with the City during the month of December for a review of the Proposer's performance. Additionally, a review shall occur 60 days before the end of the contract or when requested by the City.

I. Performance Reports

On a monthly basis, the Proposer shall furnish the City with performance reports. Such reports shall include but is not limited to details sufficient to indicate at which location services were performed and any other detail as reasonably requested by the City.

Please provide with your submission an example of a performance report, which shall include but not be limited to, the training schedule, trainings completed for each individual on the City's account, number of unmanned crossings, and number of days a supervisor was on site and the name of that supervisor, customer complaints, discipline and performance issues, and turnover rates.

J. Pre-Employment Background Checks and Annual Background Reviews

All Crossing Guards and Field Supervisors that may be assigned to City posts (collectively, Employees) shall undergo full pre-employment background checks consisting of the following;

- Multi-state name and address background check (which will be performed tri-annually on all employees)
- Federal name and address background check
- Illinois State Police Sex Offender Database check
- Illinois state Police Murderer and Violent Crimes against youth Database check
- U.S. Department of Justice Nationwide Sex Offender check
- Live Scan fingerprint background check
- National Social Security search
- Patriot Act search
- OFAC Watch List search

The Proposer's employees must successfully pass each component of a background check. Any inconsistencies and/or infractions identified must be reported to the City. Exceptions to the above include minor traffic violations, and/or de minimus variations in a Proposer's reported work history with respect to dates of employment and rate of pay. "De minimus" shall be defined as less than three (3) months' variation in the reported/actual start or end date of previous employment, and less than one dollar (\$1.00) per hour in reported/actual rate of pay.

On an annual basis, the Proposer shall perform a background review (the "Annual Background Review") on all then current Employees, regardless of date of hire, sufficient to determine that the Employee;

- Does not appear on the Illinois Statewide Sex Offender Register
- Does not appear on the Illinois Statewide Murderer Violent
- Does not appear on the U.S. Department of Justice Nationwide Sex Offender Database
- Has not been convicted of any crime that would prohibit the Employee from working for a school district pursuant to Section 10-21.9 of the Illinois School Code, 105 ILCS 5/10-21.9

The Proposer shall initiate the Annual Background reviews no later than 30 days prior to the first day of classes in the upcoming school year and shall provide the City with statements of compliance certifying that all then current Employees have passed the Annual Background reviews no later than seven (7) days prior to the first day of classes of the upcoming school year. No Employee who fails the Pre-Employment background check or the Annual Background Review shall be eligible to work at any City post, and the Proposer shall take all necessary actions to ensure that such ineligible employees are replaced by individuals who have passed the pre-Employment Background check and the Annual Background review.

The City reserves the right, at its sole discretion, to require additional random and/or extensive background checks. Additionally, the City maintains the right to review a background check of any Proposer employee that provides services to the City.

Proposer employees whom the City deems careless, discourteous or otherwise objectionable or who cannot meet standards required for security or other reasons will be prohibited from working on behalf of the City.

Failure to perform initial and annual background checks and failure to provide the results to the City will result in termination of this Contract.

K. Pre-Employment Background Checks and Annual Background Reviews

All prospective Crossing Guard candidates assigned to the City shall pass a pre-employment medical exam. At minimum, the pre-employment medical examination must include the following:

- Basic medical examination to verify that the candidate can safely perform the essential functions of the job, as defined in the City's Crossing Guard job description;
- Vision exam to verify that the candidate has at least 20/40 vision, with or without corrective lenses. If a candidate requires corrective lenses, the report from the medical provider conducting the pre-employment medical examination must note whether the candidate is qualified for the position with corrective lenses;
- Hearing exam to verify that the candidate is able to hear at 40 decibels or better, with or without a hearing aid(s). If a candidate requires a hearing aid(s), the report from the medical provider conducting the pre-employment medical examination must note whether the candidate is qualified for the position with hearing aid(s).

- Drug and alcohol test. At a minimum, the drug test shall include a 10-panel non-DOT drug and alcohol screen. The screen (s) must be process by a laboratory certified by the U.S. Department of Health and Human Services and conform to S.A.M.H.S.A. standards.

In addition to the above mentioned exams, all Crossing Guards that may be assigned to City posts shall undergo annual abbreviated medical exams ("mini-medicals") consisting of;

- Health history, including current list of medications
- Vision screening as described above
- Hearing tests as described above
- Physical exam focusing on blood pressure, reflexes, eyes, ears, throat, head, neck, lungs and stomach
- Assessment of mental and neurological capabilities based on history of medications taken and responses to physician questions.

All mini-medicals shall be completed no later than 30 days before the first day of classes in the upcoming school year. The City shall pay the Proposer no more than \$65 per mini-medical that is actually completed. These amounts shall be included on the next Proposer invoice following the performance of the mini-medicals.

"Successfully passing" a vision exam is defined as documentation of, at a minimum, 20/40 vision, with or without corrective lenses. If corrective lenses are required, an ophthalmologist or optometrist report must note whether the Crossing Guard is qualified to perform the duties as identified herein with the use of corrective lenses.

"Successfully passing" the hearing exam is defined as is able to hear at 40 decibels or better, with or without a hearing aid(s). If a Crossing Guard requires a hearing aid(s), a report from the medical provider conducting the annual hearing examination must note whether the Crossing Guard is qualified to perform the duties as identified herein with a hearing aid(s).

L. Pre-Employment Training & Annual Training

Prior to beginning employment, and at least once per year, all crossing guards must receive training on harassment and discrimination prevention.

M. Crossing Guard Discipline

If disciplinary action of a crossing guard and/or any individual assigned to the City is required due to an incident that occurred while performing duties for the City, the Proposer will, within one (1) business day of the incident, notify the City. The Proposer's narrative shall include the date, time, location, summary of the incident and any/all disciplinary action taken including and up to termination.

Failure to notify the City as outlined above will be considered a breach of the Contract and could result in immediate termination of the Contract with no reserved rights to cure.

N. Work Rules

The Proposers shall adhere to policies as outlined in the Scope of Work and below. Repetitive violation of policies (e.g. excessive tardiness, cell phone usage) could result in termination of the Contract.

- Tardy - Due to the significant nature of the services provided under this RFP, it is imperative the Crossing Guards are at their designated locations no later than 10 minutes before the start of each shift. The Crossing Guard will be considered tardy within 10 minutes after the beginning of their designated shift. The Proposer will report all "Tardy" designations to the City each month.
- No Show - A Crossing Guard will be considered a no-show if they are not present at their crossing location 30 minutes after the beginning of their designated shift. In the event of a no-show, the City Police Chief or his/her designee will be contacted by the Proposer immediately. Please submit with your proposal, a detailed backup plan in the event a Crossing Guard is a no-show.

O. Uniforms

The Proposer shall provide each crossing guard uniforms at no additional cost to the City that shall be approved by the Chief of Police or his/her designee. Uniforms shall be worn at all times while performing duties. Each Crossing Guard uniform shall meet the standards set forth in the 2009 Edition of the Manual on Uniform Traffic Control Devices (MUTCD), or the most recent edition of the MUTCD adopted by the State of Illinois. Crossing Guard uniforms shall not be affixed with the Proposer's name.

Uniforms shall include, but are not limited to:

- Regulation size, hand-held stop sign
- Brass or plastic whistle
- Traffic safety vest
- Proper weather apparel e.g. High visibility rain coat

Crossing Times and Locations

Crossing Location	District	Morning Crossing Time	Afternoon Crossing Time	Monday Afternoon Crossing Time (District 62)	Wednesday Afternoon Crossing Time (District 59)	Daily Crossing Time (minutes)	Daily Pay (hours)	# Of Guards Needed
RIVER RD / PERRY ST	62	8:00 - 9:00 AM	3:00 - 4:00 PM	2:45 - 3:45 PM		120	2	1
LEE ST / PERRY ST	62	8:00 - 9:00 AM	3:00 - 4:00 PM	2:45 - 3:45 PM		120	2	1
ELK BLVD / RAND RD	62	8:00 - 9:00 AM	3:00 - 4:00 PM	2:45 - 3:45 PM		120	2	2
GOLF RD / SIXTH AVE	62	7:30 - 9:00 AM	2:45 - 3:45 PM	2:45 - 3:45 PM		150	2.5	1
DRAKE LN / WOLF RD	62	7:30 - 9:00 AM	2:45 - 3:45 PM	2:45 - 3:45 PM		150	2.5	2
RAND RD / THIRD AVE	62	7:30 - 9:00 AM	2:45 - 3:45 PM	2:45 - 3:45 PM		150	2.5	1
RAND RD / WOLF RD	62	7:30 - 9:00 AM	2:45 - 3:45 PM	2:45 - 3:45 PM		150	2.5	2
THACKER ST / CORA ST	62	7:45 - 9:15 AM	2:45 - 3:45 PM	2:45 - 3:45 PM		150	2.5	1
DARA JAMES / DULLES	59	8:15 - 9:15 AM	3:00 - 4:00 PM		2:15 - 3:15 PM	120	2	1
THACKER / OUTER BELT	62	8:00 - 9:00 AM	3:00 - 4:00 PM	2:45 - 3:45 PM		120	2	1
WOLF RD / THACKER ST	62	8:00 - 9:00 AM	3:00 - 4:00 PM	2:45 - 3:45 PM		120	2	1
WESTGATE / THACKER	62	8:00 - 9:00 AM	3:00 - 4:00 PM	2:45 - 3:45 PM		120	2	2
WOLF RD / GOLF RD	62	7:30 - 9:00 AM	3:00 - 4:00 PM	2:45 - 3:45 PM		150	2.5	1
FOREST AVE / FIFTH AVE	62	7:30 - 9:00 AM	3:00 - 4:00 PM	2:45 - 3:45 PM		150	2.5	1
FOREST AVE / WOLF RD	62	7:30 - 9:00 AM	3:00 - 4:00 PM	2:45 - 3:45 PM		150	2.5	2
ALGONQUIN RD / FIFTH	62	7:30 - 9:00 AM	3:00 - 4:00 PM	2:45 - 3:45 PM		150	2.5	2
ALGONQUIN RD / WOLF	62	7:30 - 9:00 AM	3:00 - 4:00 PM	2:45 - 3:45 PM		150	2.5	1
CINDY LN/ FOREST AVE	62	7:30 - 9:00 AM	3:00 - 4:00 PM	2:45 - 3:45 PM		150	2.5	1
HOWARD AVE/ PLAINFIELD	62	8:00 - 9:00 AM	3:00 - 4:00 PM	2:45 - 3:45 PM		120	2	1
EVERETT AVE / CORA ST	62	8:00 - 9:00 AM	3:00 - 4:00 PM	2:45 - 3:45 PM		120	2	1
TOUHY AVE / MAPLE ST	IROQ/62	7:30 - 9:00 AM	2:30 - 3:30 PM	2:15 - 3:15 PM		150	2.5	1
TOUHY AVE / BIRCH ST	IROQ/62	7:30 - 9:00 AM	2:30 - 3:30 PM	2:15 - 3:15 PM		150	2.5	1
PENNSYLVANIA / ROXBURY	59	8:00 - 9:00 AM	3:00 - 4:00 PM		2:15 - 3:15 PM	120	2	1
ALGONQUIN / SEYMOUR	59	7:30 - 8:30 AM	2:30 - 3:30 PM		2:15 - 3:15 PM	120	2	1
MAPLE ST / PRATT AVE	62	8:00 - 9:00 AM	3:00 - 4:00 PM	2:45 - 3:45 PM		120	2	1

Crossing Guard Job Description

Title: Crossing Guard

FLSA Status: Non-Exempt

BRIEF DESCRIPTION:

Incumbent oversees the crossing of children before school begins and after it lets out.

ESSENTIAL FUNCTIONS:

Note: This information is intended to be descriptive of the key responsibilities of the position. The list of essential functions below does not identify all duties performed by any single incumbent in this position. Additionally, please be aware of the legend below when referring to the physical demands of each essential function.

(S) Sedentary	(L) Light	(M) Medium	(H) Heavy	(V) Very Heavy
Exerting up to 10 lbs. occasionally or negligible weights frequently; sitting most of the time.	Exerting up to 20 lbs. occasionally; 10 lbs. frequently; or negligible amounts constantly; OR requires walking or standing to a significant degree.	Exerting 20-50 lbs. occasionally; 10-25 lbs. frequently; or up to 10 lbs. constantly.	Exerting 50-100 lbs. occasionally; 10-25 lbs. frequently; or up to 10-20 lbs. constantly.	Exerting over 100 lbs. occasionally; 50-100 lbs. frequently; or up to 20-50 lbs. constantly.

Code	Essential Functions	% of Time
L	Providing for pedestrian safety of school children crossing busy streets before, during, and after school hours.	20%
L	Monitoring school intersections and reporting unsafe driving or hazardous conditions to the Police Department.	20%
L	Encouraging patterns of proper crossing behavior by school children.	20%
L	Deterring school children, as necessary, from committing unsafe acts.	20%
L	Informing motorists, by appropriate signals, that school children are using, or about to use the crossing and have the right to proceed.	20%

JOB REQUIREMENTS:

<u>-Description of Minimum Job Requirements-</u>	
Formal Education	No formal education is required.
Experience	No experience is required.
Supervision	Job has no responsibility for the direction or supervision of others.
Human Collaboration Skills	Work requires regular interaction involving exchange and receipt of information.
Freedom to Act	Receives Immediate Direction: The employee normally performs the duty assignment after receiving detailed instructions as to methods, procedures, and desired end results with little room for deviation.
Technical Skills	No technical skills are required.
Budget Responsibility	Job has no budget responsibilities.
Reading	No reading ability is required.
Math	No mathematical ability is required.
Writing	No writing ability is required.
Certification & Other Requirements	No certifications are required.

OVERALL PHYSICAL STRENGTH DEMANDS:

-Physical strength for this position is indicated below with "X"-				
Sedentary	Light X	Medium	Heavy	Very Heavy
Exerting up to 10 lbs. occasionally or negligible weights frequently; sitting most of the time.	Exerting up to 20 lbs. occasionally, 10 lbs. frequently, or negligible amounts constantly OR requires walking or standing to a significant degree.	Exerting 20-50 lbs. occasionally, 10-25 lbs. frequently, or up to 10 lbs. constantly.	Exerting 50-100 lbs. occasionally, 10-25 lbs. frequently, or up to 10-20 lbs. constantly.	Exerting over 100 lbs. occasionally, 50-100 lbs. frequently, or up to 20-50 lbs. constantly.

PHYSICAL DEMANDS:

C Continuously 2/3 or more of the time.	F Frequently From 1/3 to 2/3 of the time.	O Occasionally Up to 1/3 of the time.	R Rarely Less than 1 hour per week.	N Never Never occurs.
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Note: This is intended as a description of the way the job is currently performed. It does not address the potential for accommodation.

<u>Physical Demand</u>	<u>Frequency</u>	<u>Brief Description</u>
Standing	C	Observing work site and observing work duties
Sitting	N	
Walking	F	Around work site
Lifting	N	
Carrying	C	Equipment (including, but not limited to, hand-held stop sign)
Pushing/Pulling	N	
Reaching	N	
Handling	C	Equipment (including, but not limited to, hand-held stop sign)
Fine Dexterity	N	
Kneeling	N	
Crouching	N	
Crawling	N	
Bending	N	
Twisting	N	
Climbing	N	
Balancing	N	
Vision	C	Observing work site
Hearing	C	Listening to equipment, work site
Talking	F	
Foot Controls	N	
Other (specified if applicable)		

MACHINES, TOOLS, EQUIPMENT, SOFTWARE, AND HARDWARE:

Hand held stop sign

ENVIRONMENTAL FACTORS:

C Continuously	F Frequently	O Occasionally	R Rarely	N Never
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D Daily	W Several Times Per Week	M Several Times Per Month	S Seasonally	N Never
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<u>-Health and Safety Factors-</u>	
Mechanical Hazards	N
Chemical Hazards	N
Electrical Hazards	N
Fire Hazards	N
Explosives	N
Communicable Diseases	N
Physical Danger or Abuse	C

<u>-Environmental Factors-</u>	
Respiratory Hazards	N
Extreme Temperatures	S
Noise and Vibration	N
Wetness/Humidity	S
Physical Hazards	D

PROTECTIVE EQUIPMENT REQUIRED:

None

NON-PHYSICAL DEMANDS:

F Frequently From 1/3 to 2/3 of the time	O Occasionally Up to 1/3 of the time	R Rarely Less than 1 hour per week	N Never Never occurs
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<u>-Description of Non-Physical Demands-</u>	<u>-Frequency-</u>
Time Pressure	N
Emergency Situation	N
Frequent Change of Tasks	N
Irregular Work Schedule/Overtime	N
Performing Multiple Tasks Simultaneously	N
Working Closely with Others as Part of a Team	N
Tedious or Exacting Work	N
Noisy/Distracting Environment	F

PRIMARY WORK LOCATION:

Office Environment	
Warehouse	
Shop	
Recreation/Neighborhood Center	
Vehicle	
Outdoors	X

Crossing Guard Standards of Conduct

The work rules and standards of conduct for crossing guards are important, and the City of Des Plaines Police Department regards them seriously. While not intended to list all the forms of behavior and conduct that are considered unacceptable while employed as a crossing guard, crossing guards are expected to abide by these rules and standards.

A. UNACCEPTABLE BEHAVIOR AND CONDUCT

- Physically touching or disciplinary action taken against any student
- Theft
- Working under the influence or possession of alcohol or illegal drugs
- Disrespectful conduct
- Smoking
- Excessive absenteeism or any absence without notice
- Using derogatory or profane language
- Unauthorized use of department-owned equipment
- Using City equipment for purposes other than for official City business
- Eating or drinking while on duty when children are present
- Reading or listening to a radio or television when children are present
- Sitting in your car while on duty when children are present
- Requesting students to perform your job responsibilities
- Leaving your post while on duty
- Being absent or late without following the Absence Call-In Procedure
- Offering and/or distributing students and pedestrians food, drinks, candy, and gum
- Using personal cellular telephone while on duty to conduct personal business
- Directing traffic
- Allowing one's own children, visitors, and/or pets to be present while on duty
- Having objects or items present on duty that distract or prohibit the ability to perform job duties
- Driving to or from work without a valid driver's license
- Sleeping or napping on duty

B. ADDITIONAL CONSIDERATIONS

During the course of duty, a crossing guard **may not**:

- Use an umbrella while crossing students as it limits visibility and can jeopardize the safety of students
- Use a cellular telephone other than to report an emergency or safety related situation
- Use any equipment in any way other than the purpose intended for the equipment
- Use non-approved personal equipment to perform job
- Make any statements to the news media, refer inquiries to the law enforcement officer on the scene
- Respond to requests or directives of school personnel unless cleared through your supervisor

C. SAFETY AND EMERGENCY SITUATIONS

Hazards and emergency situations, which can pose a threat to the safety of students and/or pedestrians, must immediately be reported to 911 and the crossing guard field supervisor as soon as possible. Hazards and emergency situations, which can pose a threat to the safety of students and/or pedestrians, are not limited to the following:

- Malfunctioned traffic signals
- Broken pavement
- Sight obstructions
- Vehicle accident
- Vehicle accident involving student(s), pedestrian(s), and/or crossing guard
- Injured student(s), pedestrian(s), and/or crossing guard
- Missing and/or damaged traffic signs

In case of a hazard or an emergency situation, a crossing guard must:

- Alert multiple persons to call 911 for emergency
- Stay at his or her post
- Stop crossing the children
- Group the children to maintain control
- Keep control of the situation
- Do not move victim

In the case of an accident that results in injury, regardless of how insignificant the injury may appear, crossing guards should notify multiple persons to call 911 immediately and contact their field supervisor as soon as possible.

Crossing guards should also be alert to suspicious subjects in the area and notify their supervisor.

D. SUBSTANCE ABUSE

The City of Des Plaines Police Department is committed to maintaining student safety at street crossings and related traffic areas. In keeping with this commitment, the following rules regarding alcohol and drug abuse have been established for all crossing guards.

- The manufacture, distribution, possession, sale, or purchase of controlled substances of abuse during working hours is prohibited.
- Being under the influence of illegal drugs, alcohol, or substances of abuse during working hours is prohibited.
- Working while under the influence of prescription drugs that impair performance is prohibited.
If you are taking a lawfully-prescribed drug which impairs or may impair you, it is your responsibility to notify the crossing guard supervisor immediately so you may be removed from the schedule and a substitute may be scheduled. If you are unsure if a lawfully-prescribed drug may impair your ability to safely perform your job, you are strongly encouraged to discuss these concerns with your health care professional prior to reporting to work.
- Using, selling, purchasing, transferring, manufacturing, or storing an illegal drug or drug paraphernalia, or attempting to or assisting another to do so, while in the course of employment is prohibited
- Working or reporting to work while under the influence of an illegal drug or alcohol, or in an impaired condition is prohibited

E. TOBACCO PRODUCTS

The use of tobacco products is strictly prohibited during the course of duty.

Exhibit B - Schedule of Prices

Prices inserted below are based on the Services described herein subject to modification. The prices inserted must include all of the direct and indirect costs of performing the services.

I. Crossing Guard Hourly Pay Rate

Crossing Guard Hourly Pay Rate [A]	Estimated Hours* [B]	Extended Price [A x B]
\$ <u>16.00</u>	<u>12,279</u>	\$ <u>196,464.00</u>

*Tentative and subject to change

II. Crossing Guard Hourly Administrative Rate

Crossing Guard Hourly Administrative Rate [A]	Estimated Hours* [B]	Extended Price [A x B]
\$ <u>8.97</u>	<u>12,279</u>	\$ <u>110,142.63</u>

*Tentative and subject to change

III. Field Supervisor Hourly Pay Rate and Hourly Administrative Rate

Field Supervisor Hourly Pay Rate / Hourly Administrative Rate [A]	Estimated Hours (based on a 180-day school year) [B]		Extended Price [A x B]
	Please list the total number of hours the Field Supervisor would work	Please list the AM and PM hours the Field Supervisor would work	
\$ <u>18.00</u> / \$ <u>6.97</u>	<u>1080</u>	<u>6:30 am to 9:30 am</u> <u>1:00 pm to 4:00 pm</u>	\$ <u>26,967.60</u>

EXHIBIT C

INSURANCE COVERAGES

- A. Worker's Compensation and Employer's Liability with limits not less than:

- (1) Worker's Compensation: Statutory;
- (2) Employer's Liability:
\$500,000 injury-per occurrence
\$500,000 disease-per employee
\$500,000 disease-policy limit

Insurance will evidence that coverage applies in the State of Illinois.

- B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.

All employees will be included as insureds.

- C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

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

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

Coverages will include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of this Contract)

- D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering the Vendor against all sums that the Vendor may be obligated to pay on account of any liability arising out of this Contract.

- E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis so that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover the loss.

- F. Owner as Additional Insured. City will be named as an Additional Insured on all policies except for:

Worker's Compensation

Professional Liability

Each additional Insured endorsement will identify City as follows: City of _____ including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, the Vendors, and representatives.

- G. Other Parties as Additional Insureds. In addition to City, the following parties will be named as additional insured on the following policies:

<u>Additional Insured</u>	<u>Policy or Policies</u>
_____	_____
_____	_____
_____	_____



OFFICE OF THE MAYOR

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MEMORANDUM

Date: October 21, 2021
To: Michael G. Bartholomew, MCP, LEED-AP, City Manager
From: Andrew Goczkowski, Mayor *AG*
Subject: Proposed New Billboard at 2805-2845 Mannheim Road

Issue: October 18, 2021 New Business Item 2.d. Consideration of Text Amendments Related to Billboard and a Variation for a Proposed New Billboard at 2805-2845 Mannheim, Ordinances Z-52-21 and Z-53-21.

Analysis: At the City Council meeting of October 18, 2021, the City Council denied a development project in TIF #7 requesting a new billboard at 2805-2845 Mannheim. After speaking with a few Aldermen after the meeting, I am asking the City Council to reconsider this request and have Staff prepare additional information to present at a City Council meeting in December, 2021.

Recommendation: Reconsider proposed new billboard at 2805-2845 Mannheim Road.