



CITY COUNCIL AGENDA

Monday, November 15, 2021

Regular Session – 7:00 p.m.

Room 102

CALL TO ORDER

REGULAR SESSION

ROLL CALL

PRAYER

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

(matters not on the agenda)

ALDERMEN ANNOUNCEMENTS/COMMENTS

MAYORAL ANNOUNCEMENTS/COMMENTS

Motion to Extend Declaration of Civil Emergency

CITY CLERK ANNOUNCEMENTS/COMMENTS

MANAGER'S REPORT

CITY ATTORNEY/GENERAL COUNSEL REPORT

CONSENT AGENDA

1. **FIRST READING – ORDINANCE M-28-21:** Adding a New Class “B” Liquor License (Retail/Bulk/Alcohol Primary Sales for Off-Site Consumption Only) for Cosecha Wine & Spirits, LLC, 1670 South River Road
2. **FIRST READING – ORDINANCE M-29-21:** Terminating the Designation of TIF #1 as a Redevelopment Project Area Under the Tax Increment Allocation Redevelopment Act
3. **RESOLUTION R-180-21:** Approving the Rock Salt Bid Award Through the State of Illinois CMS Rock Salt Procurement Contract at a Cost of \$47.33 per Ton Delivered Payable to Compass Minerals America, Inc., Overland Park, Kansas. Budgeted Funds – MFT Funds/Commodities/Ice Control.
4. **RESOLUTION R-181-21:** Waiving Competitive Bidding Requirements and Approving the Plumbing Services Master Contract Between the City of Des Plaines and JOS Services, Inc., Lake Bluff, Illinois
5. **RESOLUTION R-182-21:** Waiving Competitive Bidding Requirements and Approving the Electrical Services Master Contract Between the City of Des Plaines and Super Electric Construction Company, Chicago, Illinois
6. **RESOLUTION R-183-21:** Approving a Local Agency Agreement with the Illinois Department of Transportation (IDOT) and an Engineering Services Agreement with Christopher B. Burke Engineering, Ltd. for the Oakton Street Sidepath Project in the Amount Not-to-Exceed \$158,625. Budgeted Funds – Grant Funded Projects.
7. **RESOLUTION R-184-21:** Approving Task Order No. 7 with Christopher B. Burke Engineering, Ltd. for Professional Engineering Services for the Forest Avenue Flood Improvement Design in the Amount Not-to-Exceed \$288,500. Budgeted Funds – Capital Projects.
8. **SECOND 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
9. **SECOND READING – ORDINANCE M-27-21:** Amending Section 10-8-2 of the City Code of the City of Des Plaines Regarding Local Amendments to the National Electrical Code
10. **RESOLUTION R-188-21:** Awarding the Bid for Street Sweeping Services from 2022-2024 to Lakeshore Recycling Systems, LLC, West Chicago, Illinois in the Amount of \$470,790.85. Budgeted Funds – Street Maintenance/Miscellaneous Contractual Services.
11. Minutes/Regular Meeting – November 1, 2021
12. Minutes/Closed Session – November 1, 2021

UNFINISHED BUSINESS

N/A

NEW BUSINESS

1. **FINANCE & ADMINISTRATION** – Alderman Artur Zadrozny, Chair
 - a. Warrant Register in the Amount of \$3,088,302.07 – **RESOLUTION R-186-21**
2. **COMMUNITY DEVELOPMENT** – Alderman Malcolm Chester, Chair
 - a. Consideration of a Resolution in Support of a Cook County Class 6b Tax Incentive for TMI Properties, LLC, 25 Howard Avenue, Des Plaines, Illinois – **RESOLUTION R-187-21**
 - b. Consideration of Zoning Text Amendments Related to Collective Parking, Electric Vehicle Charging in Parking Areas, Changes to Parking in Planned Unit Developments – **FIRST READING – ORDINANCE Z-55-21**
 - c. Consideration of Conditional Use and Variations for a Livery Service Use at 580 S. Wolf Road – **FIRST READING – ORDINANCE Z-56-21**
 - d. Consideration of Compliance and Abeyance of Zoning Enforcement Agreement for Commercial Parking at 3001 Mannheim Road – **RESOLUTION R-189-21**
3. **PUBLIC SAFETY** – Alderman Sean Oskerka, Chair
 - a. Consideration of an Intergovernmental Agreement Between the Village of Mount Prospect, the Village of Elk Grove Village, the City of Des Plaines, and the Elk Grove Rural Fire Protection District for the Coordination, Planning, Funding, and Provision of Fire Protection and Emergency Medical Services to Certain Unincorporated Areas in Cook County – **RESOLUTION R-190-21**
 - b. Consideration of Amendments to Chapter 6 of Title 2 of the Des Plaines City Code Concerning the Board of Fire and Police Commissioners – **FIRST READING – ORDINANCE M-14-21**

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 19, 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:

Cosecha Wine & Spirits LLC
1670 S River Rd
Class B – Bulk Retail / Alcohol Primary Sales (off-site consumption only)
- New Increase from 14 to 15

The complete application packet is on file in the Community and Economic Development Department. The required posting will be completed November 1, 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, November 15, 2021.

A handwritten signature in blue ink, appearing to read 'Andrew Goczkowski'.

Andrew Goczkowski
Mayor
Local Liquor Commissioner

Attachments: Ordinance M-28-21
Application Packet

CITY OF DES PLAINES

ORDINANCE M - 28 - 21

**AN ORDINANCE AMENDING THE CITY CODE TO ADD
ONE CLASS "B" LIQUOR LICENSE.**

WHEREAS, Cosecha Wine & Spirits LLC ("***Applicant***") applied to the Department of Community and Economic Development for a Class B liquor license for the premises commonly known as 1670 South River Road, 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 B 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 B 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 B 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 B	44 15	Annual	\$3,630.00	\$1,815.00
	*	*	*		

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 Cosecha Wine & Spirits LLCt



LOCAL LIQUOR COMMISSIONER

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

RECEIVED

OCT 13 2021

BUILDING DEPT.

APPLICATION FOR A LIQUOR LICENSE

BUSINESS INFORMATION

Name: COSECHA WINE + SPIRITS LLC
Address: 1670 S RIVER RD. DES PLAINES, IL. Zip: 60018
Mailing Address: SAME Dept: _____
City: _____ St: _____ Zip: _____
Email: natalynieto1995@gmail.com Phone#: (312)483-5436

Day/Hours of Operations: Monday: 9am-10pm Tuesday: 9am-10pm Wednesday: 9am-10pm
Thursday: 9am-10pm Friday: 9am-10pm Saturday: 9am-10pm Sunday: 10am-6pm

CLASSIFICATION

- | | |
|---|---|
| <input type="checkbox"/> A TAVERN— seats 250 or less | <input type="checkbox"/> G BANQUET HALL |
| <input type="checkbox"/> A1 TAVERN – seats 251 – 500 | <input type="checkbox"/> H-1 RESTAURANT – beer & wine only |
| <input type="checkbox"/> A2 TAVERN – seats 501 + | <input type="checkbox"/> H-2 BULK SALES – beer & wine only |
| <input type="checkbox"/> AB TAVERN & BULK SALES – seats 250 or less | <input type="checkbox"/> I RELIGIOUS SOCIETY |
| <input type="checkbox"/> AB-1 TAVERN & BULK SALES – seats 251 – 500 | <input type="checkbox"/> J SPECIAL 4:00AM – must have class A |
| <input checked="" type="checkbox"/> B BULK SALES – retail only | <input type="checkbox"/> K GOVERNMENTAL FACILITY |
| <input type="checkbox"/> B-1 BULK SALES –alcohol not primary retail | <input type="checkbox"/> L WINE ONLY |
| <input type="checkbox"/> C CLUB | <input type="checkbox"/> M GAS STATION – retail only |
| <input type="checkbox"/> E RESTAURANT DINING ROOM – over 50 | <input type="checkbox"/> N CASINO |
| <input type="checkbox"/> F RESTAURANT – beer only | <input type="checkbox"/> P COFFEE SHOP |

OWNERSHIP INFORMATION (list President, Vice-President, Secretary and all Officers owning 5% or more of stock)

Title: owner % of Stock: 100
Name: NATALY NIETO
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:

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:

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.

N.N. 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.

N.N. 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.

N.N. INITIALS

Nataly Nieto
Signature of Owner

Nataly Nieto
Print Name

SUBSCRIBED and SWORN to before me this

31st day of August, 2021.

Tayja Spraggins
NOTARY PUBLIC (STAMP SEAL BELOW)



Form LLC-5.5	Illinois Limited Liability Company Act Articles of Organization	FILE #09614796
Secretary of State Jesse White Department of Business Services Limited Liability Division www.cyberdriveillinois.com	Filing Fee: \$150 Approved By: <u>TLB</u>	FILED DEC 14 2020 Jesse White Secretary of State

1. Limited Liability Company Name: COSECHA WINE & SPIRITS LLC
2. Address of Principal Place of Business where records of the company will be kept:
1670 S. DES PLAINES RIVER RD.
DES PLAINES, IL 60018
3. The Limited Liability Company has one or more members on the filing date.
4. Registered Agent's Name and Registered Office Address:

NATALY NIETO
1670 S. DES PLAINES RIVER RD.
DES PLAINES, IL 60018
5. Purpose for which the Limited Liability Company is organized:
"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."
6. The LLC is to have perpetual existence.
7. Name and business addresses of all the managers and any member having the authority of manager:

NIETO, NATALY
1670 S. DES PLAINES RIVER RD.
DES PLAINES, IL 60018

8. **Name and Address of Organizer**

I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: DECEMBER 14, 2020

DAVID RICHARDSON
4258 WEST 63RD STREET
CHICAGO, IL 60629

Attachment



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/30/2021

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 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 ILLINOIS COMMUNITY INSURANCE AGENCY 5721 W BELMONT AVE CHICAGO IL 60634		CONTACT NAME: Michela Toledo PHONE (A/C, No. Ext): 773-466-8300 E-MAIL ADDRESS: ilcommunityins@gmail.com FAX (A/C, No): 773-466-1308	
INSURED COSECHA WINE & SPIRITS LLC 1670 S Des Plaines River Rd Des Plaines IL 60018		INSURER(S) AFFORDING COVERAGE INSURER A: NATIONWIDE INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 23787	

COVERAGES **CERTIFICATE NUMBER:** **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 INSD	SUBR 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 type="checkbox"/> OCCUR			ACP 3200525449	09/24/2021	09/24/2022	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PRODUCTS - COMPROP AGG \$ 2,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						LIQUOR LIABILITY \$ 1,000,000
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						BODILY INJURY (Per person) \$
	Business Property						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.I. EACH ACCIDENT \$
							E.I. DISEASE - EA EMPLOYEE \$
							E.I. DISEASE - POLICY LIMIT \$
							\$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

LIQUOR STORE LOCATION: 1670 S Des Plaines River Rd Des Plaines IL 60018

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. 30 DAYS AUTHORIZED REPRESENTATIVE <i>Michela Toledo</i>	
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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.

This site is not a permanent location and is one you indicated could change. We have pre-printed the correct tax rate for this location on your return. You must contact us if you make sales from a different location.

OFFICIAL DOCUMENT	State of Illinois - Department of Revenue	OFFICIAL DOCUMENT
Illinois Business Authorization		
COSECHA WINE & SPIRITS LLC		
1670 S DES PLAINES RIVER RD DES PLAINES IL 60018		Loc. Code: 018-0015-1-000 - CL
Expiration Date: 11/1/2022	Certificate of Registration Sales and use taxes and fees	(4418-7637)
		 ILLINOIS REVENUE <i>[Signature]</i> Director
OFFICIAL DOCUMENT		Issued Date: 11/01/2021



FINANCE DEPARTMENT

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

MEMORANDUM

Date: November 4, 2021

To: Michael G. Bartholomew, City Manager

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

Subject: Termination of City of Des Plaines Tax Increment Financing (TIF) District Number 1

Issue: For the City Council to approve the attached Ordinance terminating the designation of TIF #1 as a redevelopment project area under the Tax Increment Allocation Redevelopment Act.

Analysis: Tax increment finance (TIF) funding is an incentive method used to better the economic condition of a specified area. TIF funding freezes the assessed valuation of a given area for a period of time. The development that subsequently occurs in the area results in an increase in the valuation of the district. The incremental property tax increase is deposited into a segregated fund of the City, which in turn utilizes those funds to provide incentives for the initial and additional development.

On July 16, 1985, pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* ("TIF Act"), the City Council of the City of Des Plaines adopted Ordinance M-23-85, titled "Ordinance Approving a Tax Increment Redevelopment Plan and Redevelopment Project in the City of Des Plaines, Illinois." The Ordinance approved a redevelopment plan and project, designated a redevelopment project area, adopted tax increment financing, and established a special tax allocation fund for the redevelopment project known as "TIF District No. 1" ("TIF District").

The TIF District created in 1985 comprised the downtown core. In 1986, 1987, 1992, 1994 and 1997 the City expanded the district to include a majority of the downtown area. Additionally, pursuant to state statute, the City renewed the duration of the TIF from its original 23 years to 35 years. There have been six development agreements in this TIF since inception, such as The Heritage, River Point, Library Plaza, River Mill, River Plaines (Everleigh), and Metropolitan Square. The City has also conducted public improvement activities including streetscape renovations and streetlight replacement in accordance with the redevelopment plan. The final year of the TIF District was December 31, 2020 with additional property taxes being received in 2021. The City has notified all of the taxing jurisdictions of its intent to close the TIF District effective December 31, 2020, as required by state statutes.

Recommendation: I recommend the City Council approve the Ordinance M-29-21 terminating the designation of TIF #1 as a redevelopment project area under the Tax Increment Allocation Redevelopment Act.

Attachments:
Ordinance M-29-21

CITY OF DES PLAINES

ORDINANCE M - 29 - 21

**AN ORDINANCE TERMINATING THE DESIGNATION OF
TIF NO. 1 AS A REDEVELOPMENT PROJECT AREA
UNDER THE TAX INCREMENT ALLOCATION
REDEVELOPMENT ACT.**

WHEREAS, on July 16, 1985, pursuant to and in accordance with the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* ("**TIF Act**"), the City Council adopted Ordinance M-23-85, titled "Ordinance Approving a Tax Increment Redevelopment Plan and Redevelopment Project in the City of Des Plaines, Illinois", which approved a redevelopment plan and project, designated a redevelopment project area, adopted tax increment financing, and established a special tax allocation fund for the redevelopment project known as "TIF District No. 1"; and

WHEREAS, TIF District No. 1 was subsequently amended pursuant to the following ordinances: (1) Ordinance M-68-86, adopted December 17, 1986, titled "An Ordinance Approving the Tax Increment Redevelopment Area Plan and Redevelopment Project, as Amended"; (2) Ordinance M-18-87, adopted June 3, 1987, titled "An Ordinance Approving an Amendment to the City of Des Plaines Amended Tax Increment Redevelopment Area and Amended Redevelopment Plan and Project"; (3) Ordinance M-34-92, adopted September 10, 1992, titled "An Ordinance Approving and Adopting the City of Des Plaines, Illinois Second Amended Tax Increment Redevelopment Project Area Redevelopment Plan and Project"; (4) Ordinance M-72-94, adopted November 9, 1994, titled "An Ordinance Approving the Amended Tax Increment Redevelopment Area Plan and Redevelopment Project"; and (5) Ordinance No. M-25-97, adopted April 14, 1997, titled "An Ordinance Approving an Amendment to Ordinance M-23-85, as Amended Tax Increment Redevelopment Plan and Redevelopment Project", which extended the term of TIF No. 1 from 23 years to 35 years (TIF District No. 1, as amended by Ordinance M-68-86, Ordinance M-18-87, Ordinance M-34-92, Ordinance M-72-94, and Ordinance M-25-97, is "**TIF No. 1**"); and

WHEREAS, the redevelopment project area for TIF No. 1 is depicted on **Exhibit A** attached and, by this reference, made a part of this Ordinance; and

WHEREAS, through the use of tax increment financing and other resources, and in accordance with the TIF Act, the TIF No. 1 redevelopment project area was redeveloped in accordance with the goals and objectives of the TIF No. 1 redevelopment plan and redevelopment project; and

WHEREAS, the City has notified all of the affected taxing districts regarding the termination of TIF No. 1 in accordance with the TIF Act; and

WHEREAS, the City Council has determined that it is in the best interests of the City and the public and other local taxing districts to confirm and acknowledge that TIF No. 1 terminated effective December 31, 2020 in accordance with the provisions of the TIF Act due to the expiration of the maximum term allowed under the TIF Act;

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: TERMINATION OF REDEVELOPMENT PROJECT AREA DESIGNATION AND OF TAX INCREMENT ALLOCATION FINANCING. The City Council confirms that the designation of TIF No. 1 as a redevelopment project area under the TIF Act and the adoption of tax increment allocation financing for TIF No. 1 terminated effective December 31, 2020.

SECTION 3: FILING WITH COUNTY CLERK AND COUNTY TREASURER. The City Council authorizes and directs the City Manager and the City Clerk to file certified copies of this Ordinance with the offices of the County Clerk and the County Treasurer and to take any other action necessary to terminate the designation of TIF No. 1 as a redevelopment project area under the TIF Act and the adoption of tax increment allocation financing for TIF No. 1.

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

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:

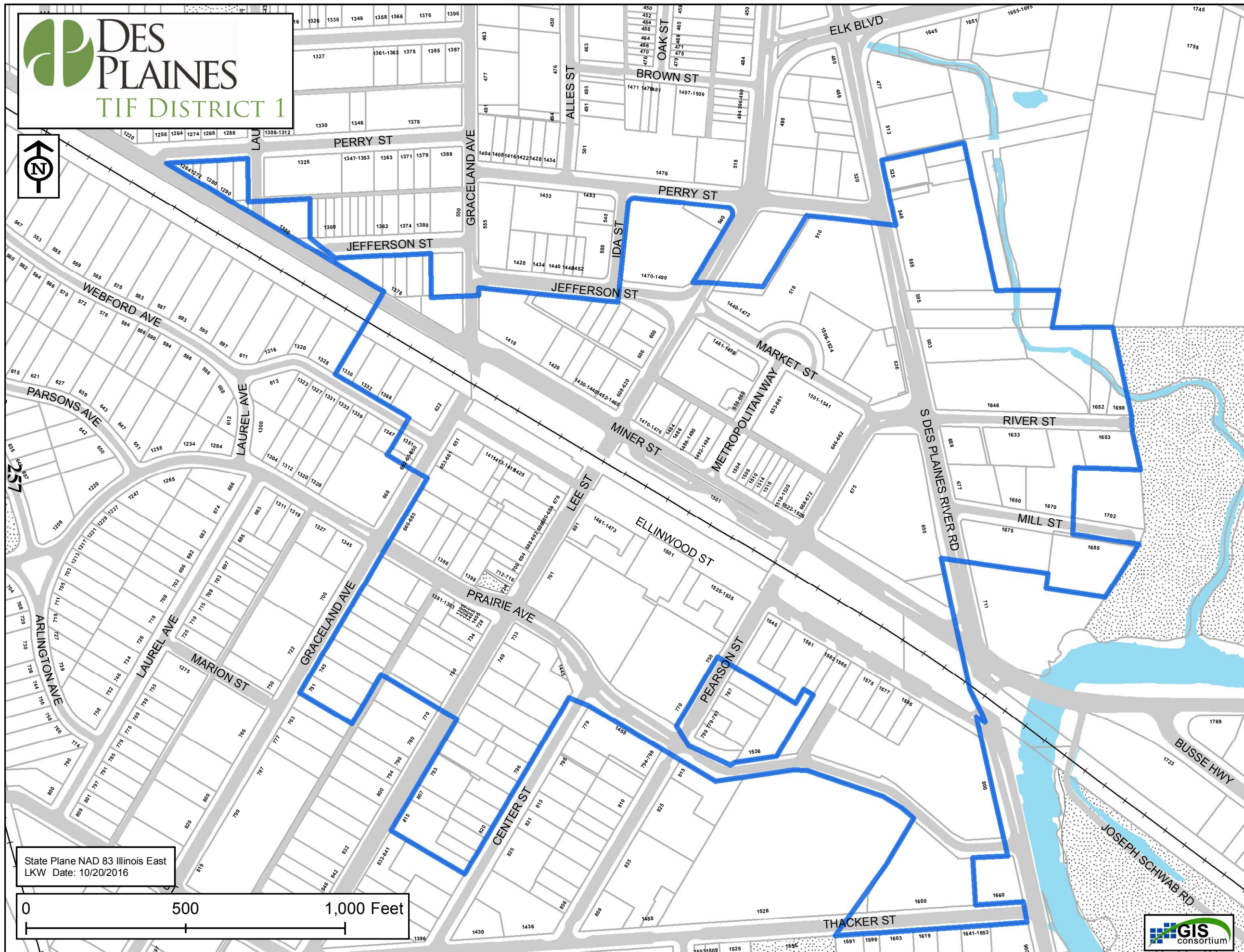
CITY CLERK

Peter M. Friedman, General Counsel

DP-Ordinance Terminating TIF No 4

#32481523_v3

{00122536.2}





PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: November 4, 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: 2021 - 2022 Rock Salt Purchase – Illinois Central Management Services

Issue: Each year, the City of Des Plaines purchases rock salt for snow and ice control for the upcoming winter season.

Analysis: The City of Des Plaines is a member of the Illinois Central Management Services (CMS) joint purchasing program. The State requires any public body using Motor Fuel Tax (MFT) funds for purchases to use State bid documents and procedures, and advertise in the State's bid bulletins, or utilize the State bid through CMS.

The City has elected to again use the CMS program for the procurement of rock salt. In accordance with CMS purchasing guidelines, staff responded to the CMS rock salt survey in April 2020 requesting the purchase of 6,000 tons of AASHTO specification M143 road salt. The low bidder was Compass Minerals America, Inc. in the amount of \$47.33 per ton. Historic data for rock salt purchase is detailed in the chart below:

Year	Tons Purchased	Cost Per Ton	Total
2008	4,500	\$38.79-\$137.47	\$330,000.00
2009	3,500	\$104.24-\$137.47	\$363,698.00
2010	3,900	\$75.18	\$293,202.00
2011	3,085	\$59.95	\$184,952.82
2012	4,800	\$59.95	\$287,760.00
2013	3,650	\$52.74	\$192,501.00
2014	6,000	\$75.79	\$454,740.00
2015	6,850	\$75.79	\$519,169.82

Year	Tons Purchased	Cost Per Ton	Total
2016	4,632	\$60.61	\$280,745.52
2017	4,432	\$42.46	\$188,182.72
2018	4,708	\$43.48	\$204,703.84
2019	5,941	\$58.13	\$345,350.33
2020	4,190	\$63.94	\$267,908.60
2021	6,831	\$46.39	\$316,913.35

Des Plaines typically uses approximately 4,000 to 6,000 tons during a winter season dependent upon weather conditions.

Recommendation: We recommend accepting the rock salt bid award through the State of Illinois CMS Rock Salt Procurement Contract 22-416CMS-BOSS4-P-30920, at a cost of \$47.33 per ton delivered payable to Compass Minerals America, Inc., 9900 W. 109th St., Overland Park, KS, 66210. Source of funding will be budgeted MFT Funds, Commodities, Ice Control (230-00-000-7160).

The funding amounts for this item are the 2021 account balance of \$33,086.65 and the 2022 proposed budget amount of \$350,000. Rock salt purchases typically expend funds from two budget years as purchases are made during October to December of the current year and January to March of the following year.

Attachments:

Attachment 1 – Contract 22-416CMS-BOSS4-P-30920

Attachment 2 – Bid Tabulation Contract 22-416CMS-BOSS4-P-30920

Resolution R-180-21

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

☐ Yes

☒ No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

☒ Yes (IPG Certifications and Disclosures including FORMS B)

☐ No

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **STATE SUPPLEMENTAL PROVISIONS**
6. **STANDARD CERTIFICATIONS**
7. **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**
8. **CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – "FORMS B" (IF APPLICABLE)**
9. **PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)**

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page

**STATE OF ILLINOIS
CONTRACT**

Central Management Services
JPMC Rock Salt Bulk, FY22
22-416CMS-BOSS4-P-30920

VENDOR

Vendor Name: Compass Minerals America Inc.	Address (City/State/Zip): 9900 W. 109 th St., Overland Park, KS 66210
Signature: [REDACTED]	Phone: 800-323-1641
Printed Name: Sean Lierz	Fax: 913-338-7945
Title: Sr. Manager Highway Sales	Email: highwaygroup@compassminerals.com
Date: September 20, 2021	Orders email: highwayorders@compassminerals.com

STATE OF ILLINOIS

Procuring Agency: Central Management Services	Phone: 866-455-2897
Street Address: 1000 E Converse St	
City, State ZIP: Springfield, IL 62702	
Official Signature: [REDACTED]	Date: 10/22/21
Printed Name: Janél L. Forde, Director by Krysti Rinaldi, Agency Purchasing Officer	
Official's Title:	

AGENCY USE ONLY**NOT PART OF CONTRACTUAL PROVISIONS**

- Agency Reference #: 21-416CMS-BOSS4-R-89309
- Project Title: JPMC Rock Salt Bulk, FY22
- Contract #: 22-416CMS-BOSS4-P-30920
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy Reference #: 22-416CMS-BOSS4-B-24795
- BidBuy Publication Date: 9/9/21
- Award Code: A
- Subcontractor Utilization? ☒ Yes ☐ No Subcontractor Disclosure? ☒ Yes ☐ No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? ☐ Yes ☒ No Percentage:
- Minority Owned Business? ☐ Yes ☒ No Percentage:
- Women Owned Business? ☐ Yes ☒ No Percentage:
- Persons with Disabilities Owned Business? ☐ Yes ☒ No Percentage:
- Veteran Owned Small Business? ☐ Yes ☒ No Percentage:
- Other Preferences?

1. DESCRIPTION OF SUPPLIES AND SERVICES

- 1.1. GOAL:** It is the intent of the State of Illinois to establish a Joint Purchase Master Contract for bulk rock salt on an as-needed basis during the contract period.

This Joint Purchase Master Contract (JPMC) may be utilized by all Governmental Units as defined in Section 5 of this Contract.

Note: Participation in this contract is based upon an annual survey that defines the BidBuy line items and additional participation in the resultant contract is not allowed.

1.2. SUPPLIES AND/OR SERVICES REQUIRED:

1.2.1. Rock Salt Specification Requirements:

1.2.1.1 Rock Salt shall comply with the requirements of The American Association of State Highway and Transportation Officials (AASHTO) SPECIFICATION M143, SODIUM CHLORIDE TYPE 1, GRADE 1.

1.2.1.2 Rock Salt shall be free flowing fresh stock, reclaimed or re-crushed rock salt will not be accepted and shall be rejected by delivery site.

1.2.2. Quantity Commitments: All participants who complete the annual survey will have the option to choose between a minimum of 80% or 100% purchase commitment and will be allowed a maximum of 120% purchase commitment as defined below. All minimum purchase commitments will be defined in the line item description within BidBuy.

1.2.2.1 Minimum 80% Commitment: Some participants identified from the annual survey have chosen a minimum purchase commitment of 80%. That means that if the participant estimates a quantity of 100 ton, the participant is only obligated to order 80 ton. That is 80% of the estimated quantity. The participant shall have no further liability to the Vendor for further remaining quantities.

1.2.2.2 Minimum 100% Commitment: Some participants identified from the annual survey have chosen a minimum purchase commitment of 100%. That means that if the participant estimates a quantity of 100 ton, the participant is obligated to order 100 ton. That is 100% of the estimated quantity.

1.2.2.3 Maximum 120% Commitment: The Vendor shall agree to provide up to 120% of the bid quantity estimated tonnage at the same contract price.

That means that all participants who estimate a quantity of 100 ton can order up to 120 ton at the same contract price.

1.2.2.4 Quantities Exceeding 120% Maximum: In some instances, a participant may require quantities that would exceed the maximum commitment of the Vendor; in such instances, any delivery shall be made upon the mutual agreement of all parties.

1.2.2.5 Purchase Percentages for IDOT: The Illinois Department of Transportation (IDOT) has provided estimated quantities for individual locations. Quantities purchased from each Vendor shall be computed on a District by District basis (not by location). For example, if a Vendor has 2 locations in a District with estimated quantities of 100 and 200 tons with a minimum 80% commitment. Then the 80% commitment will be met once the $300(0.8) = 240$ tons has been purchased between the two locations. This may include all 240 tons purchased from one location.

1.2.3. Weights and Measures Requirements and Adjustments:

1.2.3.1 Weights and Measures: All measurements for weight shall be from scales meeting the requirements of The Weights and Measures Act of the State of Illinois. The Vendor shall provide accurate weights of materials delivered to governmental units. These weights shall be documented on delivery tickets which shall identify the source of the material, type of material, the date and time the material was loaded, the release number, the net weight, the tare weight, and the identification of the transporting vehicle.

The State reserves the right to conduct random, independent vehicle weight checks for salt deliveries. This will require that trucks occasionally be directed to a scale near the delivery point.

Should the vehicle weight check result in the net weight of material on the vehicle to exceed the net weight of material shown on the delivery ticket by 600 pounds or more, the State will document the independent vehicle weight check and immediately furnish a copy of the results to the Vendor. No adjustment in pay quantity will be made.

Should the vehicle weight check result in the net weight of material shown on the delivery ticket to exceed the net weight of material on the vehicle by the tolerance of 600 pounds or more, the State will document the independent vehicle weight check (IWC1), immediately furnish a copy of the results to the Vendor, and immediately perform a second

independent weight check (IWC2). If the second independent weight check is within the 600-pound tolerance, then a third independent weight check (IWC3) will be performed. If the third independent weight check is within tolerance, no pay adjustments will be made, and random independent weight checks will resume. If the second or third independent weight check confirms the net weight of the material shown on the delivery ticket exceeds the net weight of material on the vehicle by 600 pounds or more, the State will adjust the net weight shown on the delivery ticket for IWC1 to the checked delivered net weight as determined by the independent vehicle weight checks.

1.2.3.2 Method of Measurement: The State will also adjust the method of measurement for IWC2, IWC3 (when applicable) and subsequent truck loads using the same scale based on the out-of-tolerance independent weight checks. The net weight of rock salt delivered to the State from this source, will be adjusted by applying a correction factor "A" as determined by the following formula:

$$A = 1.0 - (B - C) / B; \text{ Where } A < 1.0 \text{ and } B - C > 600$$

Where: A = Adjustment factor
 B = Net weight shown on the delivery ticket from IWC1
 C = Net weight on the vehicle determined from
 independent weight check from IWC1

The adjustment factor will be applied as follows:

Adjusted Net Weight = A x Delivery Ticket Net Weight

The adjustment factor will be imposed until the cause of the deficient weight is identified and corrected by the Vendor to the satisfaction of the State. If the cause of the deficient weight is not identified and corrected within seven calendar days, the State reserves the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This action may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied weight adjustments.

At the Vendor's option, the vehicle may be weighed on a second independent Department of Agriculture certified scale to verify accuracy of the scale used for the independent weight check. The freight for this

additional weigh will be charged to the party that is proven to be negligent.

1.2.3.3 Deductions: The State reserves the right to assess, and apply if applicable, invoice deductions for the following:

Moisture Content: Deductions by percentage for moisture content based on total weight shall be determined by the following ranges:

Moisture Content (%)	Deduction in Price (Per Truckload)
0.00 TO 2.00	NO DEDUCTION
2.01 TO 2.50	10% DEDUCTION
2.51 TO 3.00	15% DEDUCTION
3.01 TO 3.50	20% DEDUCTION
3.51 TO 4.00	25% DEDUCTION
GREATER THAN 4.01	REJECTION OF LOAD

Sodium Chloride (NACL) Content: The State reserves the right to accept delivery of rock salt which, according to the analysis by The Illinois Department of Transportation, has a Sodium Chloride (NACL) content of less than 95.0 percent, but not less than 90.0 percent. When such reservation is applied, final payment will be made on the following basis:

- 1) When NACL content is between 94.0 and 94.9 percent, the price to be paid shall be the contract price less \$5.00 per ton.
- 2) When NACL content is between 90.0 and 93.9 percent, the price paid shall be contract price less \$10.00 per ton.
- 3) When the NACL content is less than 90.0 percent, the load will be rejected.

1.2.4 Ordering

1.2.4.1 Order Placement: Orders may be placed with the Vendor (Monday-Friday) via telephone, with a written electronic communication (e-mail) or fax confirmation to follow. All State agency orders will contain a purchase order generated from BidBuy in addition to an electronic communication (e-mail). Vendors shall arrange for immediate shipment upon receipt of order from an authorized participating agency representative.

All other governmental units will use their own purchase order system.

- 1.2.4.2 Order Quantities: Orders shall be scheduled in amounts that make up full (22-25 ton) truckloads, orders for less than truckload will not be accepted.
- 1.2.4.3 Initial Orders: The Illinois Department of Transportation requires Vendors to ship initial fill-up orders prior to October 31st of the current year. If this date has passed prior to execution, we ask that the Vendor(s) start shipping as soon as contract has been executed. Please see the attached file within BidBuy titled "Initial Orders". Vendor(s) shall notify each destination entity when initial shipments are to begin.
- 1.2.4.4 Seasonal Orders: Non-State agencies reserve the right to purchase up to 50% of the estimated order requirements prior to November 30th of the current year. Vendor shall notify each delivery point of when shipment is to begin.
- 1.2.4.5 Order Timeline: For an order placed prior to 9:00 a.m. on a given day, that day would be considered as the first calendar day of the seven (7) day delivery period. For an order placed after 9:00 a.m. on a given day, the day following would be considered as the first calendar day of the seven (7) day delivery period, or as amended by order guidelines in Section 1.2.4.6.
- 1.2.4.6 Order Guidelines: An agency may order up to 20% of their 100% contracted tonnage in any given week and Vendor shall deliver within 7 working days after receipt of order. Quantities ordered above the 20 percent threshold shall have an extended delivery time of one-working-day for each one percentage-point above the 20% guideline. For example, if an agency orders 25% of their awarded total 100 tons, delivery of the first 20 tons (20%) shall be within 7 working days after receipt of order and the remaining 5 tons shall be delivered within 12 working days after receipt of the order.
- 1.2.4.7 Peak Season Orders: After hours and weekend delivery arrangements are encouraged during severe seasonal weather events to provide Vendor additional ability to maintain a prompt order delivery schedule. Orders placed during peak season should be in accordance with projected requirements and not in excess of the order guidelines, thereby hindering a Vendor's ability to maintain a prompt order delivery schedule.
- 1.2.4.8 Post Season Orders: All orders for Rock Salt shall be placed by the end of July for the previous season's estimated usage. If the location does not

have adequate capacity to hold the rock salt, the Vendor may elect to add a storage charge per ton/day.

Storage Charge: \$ _____/ton/day

1.2.5. The Districts are defined as follows:

District 1: Counties of Cook, DuPage, Kane, Lake, McHenry, and Will.

District 2: Counties of Boone, Carroll, Henry, JoDaviess, Lee, Ogle, Rock Island, Stephenson, Whiteside, and Winnebago.

District 3: Counties of Bureau, DeKalb, Ford, Grundy, Iroquois, Kankakee, Kendall, LaSalle, and Livingston.

District 4: Counties of Fulton, Henderson, Knox, Marshall, McDonough, Mercer, Peoria, Putnam, Stark, Tazewell, Warren, and Woodford.

District 5: Counties of Champaign, DeWitt, Douglas, Edgar, McLean, Piatt, and Vermilion.

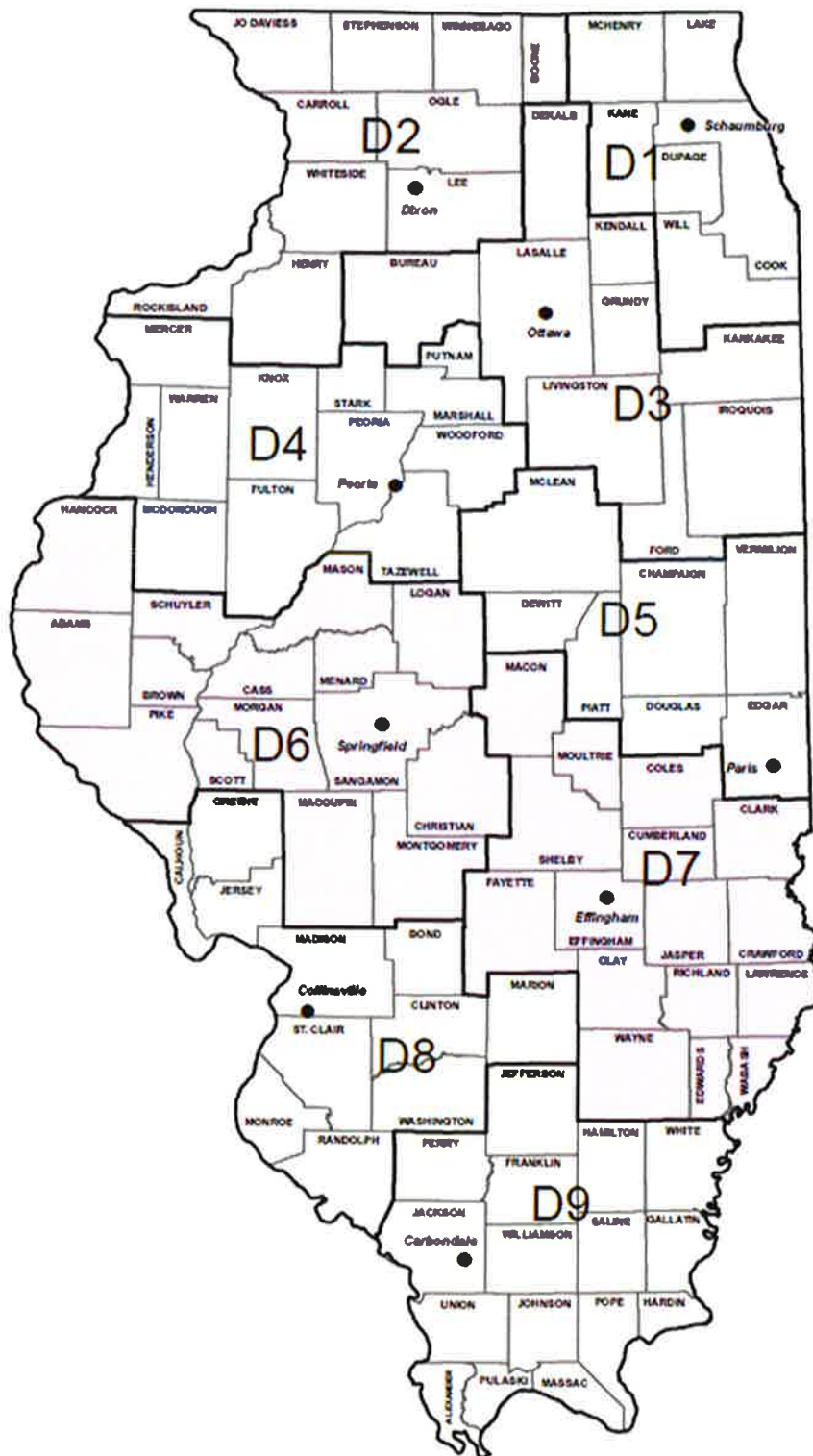
District 6: Counties of Adams, Brown, Cass, Christian, Hancock, Logan, Macoupin, Mason, Menard, Montgomery, Morgan, Pike, Sangamon, Schuyler, and Scott.

District 7: Counties of Clark, Clay, Coles, Crawford, Cumberland, Edwards, Effingham, Fayette, Jasper, Lawrence, Macon, Moultrie, Richland, Shelby, Wabash and Wayne.

District 8: Counties of Bond, Calhoun, Clinton, Greene, Jersey, Madison, Marion, Monroe, Randolph, St. Clair and Washington.

District 9: Counties of Alexander, Franklin, Gallatin, Hamilton, Hardin, Jackson, Jefferson, Johnson, Massac, Perry, Pope, Pulaski, Saline, Union, White and Williamson.

1.2.6. Map



For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

1.3. MILESTONES AND DELIVERABLES:

1.3.1. The Vendor will report to the Department of Central Management Services Bureau of Strategic Sourcing (BOSS) an annual Contract Usage Report. This report shall be in a tab-delimited text file or an Excel spreadsheet that references the BidBuy Purchase Order (PO) number, time period being reported, and must include the following:

PO Line Number, Quantity, Unit of Measure, and Delivery Address.

The report will be sent to the following email address:
CMS.BOSS.Sourcing@illinois.gov.

1.3.2. Stockpile and Order Status Reports: Vendor shall provide stockpile and order status reports upon request and as requested to CMS Bureau of Strategic Sourcing for use in its contract administration effort. Failure to comply in timely manner may be considered a breach of contract.

1.3.3. Delivery Invoices: Vendor invoices shall show the date orders were placed with the Vendor and the dates and amounts of salt delivered.

1.4. VENDOR / STAFF SPECIFICATIONS:

1.4.1. Vendor Meetings:

1.4.1.1 The Vendor shall participate in a pre-season meeting with IDOT Central Bureau of Operations. This meeting will be scheduled after the execution of the contract(s).

1.4.1.2 The Vendor shall participate in weekly calls with IDOT Central Bureau of Operations throughout the winter season.

1.4.1.3 The Vendor shall participate in a post-season meeting with IDOT Central Bureau of Operations that will be scheduled between April to June.

1.4.2. Stockpile and Delivery Performance:

1.4.2.1 Delivery Performance: Freezing of waterways and the impact on delivery must be reasonably anticipated by the Vendor and is not a cause to claim Force Majeure.

1.4.2.2 STOCKPILE AVAILABILITY: Successful Vendors shall have stockpiles of Rock Salt in Illinois or near its boundaries in quantities that are sufficient to satisfy the State of Illinois contractual requirements and stockpile staging requirements shall be as follows:

- a. 100% at upper MISSISSIPPI RIVER STOCKPILE locations, DISTRICT-1, DISTRICT-2, DISTRICT-3, and DISTRICT-4 by December 1st.
- b. 50% at all other Downstate Stockpile locations by December 1st and 100% by January 1st.

Such stockpiles must be near enough to delivery points to allow for timely delivery as required by the State of Illinois contractual requirements.

Vendors may also be required to furnish a list of rock salt commitments against these stockpiles as a result of other contractual agreements.

1.4.2.3 STOCKPILE INSPECTIONS: The State reserves the right to inspect and/or test the rock salt provided at the Vendor's stockpile points or at the salt storage facility destination, whichever is most convenient to the State.

1.4.2.4 VENDOR NOTIFICATION – Illinois Waterway Consolidated Lock Closures: Various lock closures will be occurring on the Illinois waterway over the next few years. Vendors should prepare accordingly and thereby such is not a cause to claim Force Majeure. Information on the lock closures including scheduling can be found at:

<https://www.mvr.usace.army.mil/Missions/Navigation/Navigation-Status/>

1.4.3. Vendor must be registered in BidBuy before entering into the resulting Contract with the State of Illinois.

1.5. TRANSPORTATION AND DELIVERY:

1.5.1. Delivery Time: Deliveries are to be made within seven (7) working days, or as extended by order guidelines in Section 1.2.4.6. For all orders placed by contract participants on or after December 1 and prior to May 1st of any year, order delivery performance shall be subject to application of Liquidated Damages as stated in Section 1.5.10 below.

1.5.2. Delivery Schedule: Salt order deliveries will be accepted only during regular workdays (Monday thru Friday) and work hours (7:30 a.m. - 3:30 p.m.) excluding

state holidays, except where special arrangements are made in advance with an appropriate representative at the delivery site.

- 1.5.3. Delivery Locations: All delivery locations are listed within each line item in BidBuy. Specific delivery notes for other governmental units will be given at the time of order.
- 1.5.4. Payment of Tolls: The Vendor shall be required to pay the full amount of tolls, if any, incurred during the duration of the contract. Said tolls will not be refunded by the ordering agency.
- 1.5.5. Delivery Tickets: Each delivery ticket shall be a direct entry (no manual entries) certified scale ticket indicating gross, tare, and net weight of each truckload of rock salt. Unless otherwise directed, delivery ticket must also be signed by an authorized agency representative at the delivery location point to verify that agency has accepted the material. The Vendor shall include the release order number and the date of delivery on each delivery ticket. The Vendor shall ensure all weights and measures shown on all tickets are correct.
- 1.5.6. Delivery Requirements: All truck loads shall be covered with approved weatherproof material. Vendor shall ensure the delivery person inspects the inside of the trailer and all salt is removed from the trailer before leaving a delivery point. Pre-loading trucks prior to the date of delivery is not allowed and may be rejected at the delivery site. In the event any agency discovers preloaded rock salt already dumped at its location, the salt may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies' option to issue a refund consistent with the dollar amount of the original order
- 1.5.7. Delivery Method: All deliveries will be on the basis of the "End-Dumping" method. Vendors shall be governed by the specific delivery instructions, as to unloading point, issued by an applicable agency when they place their order for a particular location.
- 1.5.8. Weights and Measures: Governmental units reserve the right to require that trucks may occasionally be directed to a scale in the vicinity of the delivery point as a check on delivered truckloads. The governmental units reserve the right to take action to remedy Vendor's failure to provide accurate weights and measures.
- 1.5.9. Foreign Materials: All truck loads shall be free of any foreign material such as mud, rocks, grader teeth, wood, tarpaulins, etc. or the load may be rejected. In the event any agency discovers foreign material in truckloads of rock salt already

dumped at its location, the salt and foreign matter may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies' option to issue a refund consistent with the dollar amount of original order.

- 1.5.10. Damages: Governmental units reserve the right to take action against Vendor delivery failure as follows:

Liquidated Damages: From December 1 through May 1 of the current season, if the Vendor is unable to make delivery within the authorized delivery time, the governmental units shall assess and have the right to retain as Liquidated Damages, and not as a penalty, 5 percent per working day on the undelivered portion of the order, but not to exceed 50 percent of the total order. Governmental units and Vendor agree that at the time of contracting, the amount of actual damages is uncertain. Governmental units and Vendor further agree that the amount of Liquidated Damages in this Section is reasonable and bears relation to the damages which may be sustained in the event of a breach.

Delivery Failure Damages: If after seven (7) days' assessment of Liquidated Damage claims, a Vendor has still failed to deliver as required, governmental units reserve the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied Liquidated Damages.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

1.6. SUBCONTRACTING

Subcontractors are allowed.

- 1.6.1. Will subcontractors be utilized? ☒ Yes ☐ No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors must include Standard Certifications completed and signed by the subcontractor.

- 1.6.2. Please identify below subcontracts with an annual value of \$50,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: Please see Attached list.

Amount to Be Paid:

Address:

Description of Work:

- Subcontractor Name:

Amount to Be Paid:

Address:

Description of Work:

If additional space is necessary to provide subcontractor information, please attach an additional page.

- 1.6.3. All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.
- 1.6.4. If the annual value of any the subcontracts is more than \$50,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.
- 1.6.5. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

1.7. SUCCESSOR VENDOR

- ☐ Yes ☒ No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service

contracts, construction contracts, qualification-based selection contracts, and professional and artistic services contracts are not subject to this requirement.

- 1.8. WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: Please see attached list.

Value of services performed at this location: Please see attached list.

2. PRICING

2.1 FORMAT OF PRICING:

2.1.1 Vendor shall submit pricing in the format shown below, based on the terms and conditions set forth in section 1 of this Contract.

2.1.2 Pricing shall be submitted in the following format: Enter the cost per unit of measurement on the line items in BidBuy.

2.2 TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract price is firm or estimated at the time it is submitted for obligation. The total price of this contract is estimated.

2.3 EXPENSES ALLOWED: Expenses are not allowed.

2.4 DISCOUNT: The State may receive a 0 % discount for payment within 0 days of receipt of correct invoice. This discount will not be a factor in making the award.

2.5 VENDOR'S PRICING: For procurements conducted in BidBuy, the State may include in this Contract the BidBuy Purchase Order as it contains the agreed pricing.

2.6 MAXIMUM AMOUNT: This Joint Purchase Master Contract is an indefinite quantity contract.

3. TERM AND TERMINATION

- 3.1 TERM OF THIS CONTRACT:** This contract has an initial term of up to one (1) year commencing upon the last dated signature of the Parties to September 30, 2022.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years. 30 ILCS 500/20-60

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

- 3.2 RENEWAL: N/A**

- 3.3 TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

- 3.4 TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

- 3.5 AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract,

in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements.
- 4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.

4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency's Illinois tax exemption number and Federal tax exemption information.

4.1.6.2 Vendor shall invoice at this completion of the contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency:	Requesting Agency/Entity
Attn:	Requesting Agency/Entity
Address:	Requesting Agency/Entity
City, State Zip	Requesting Agency/Entity

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

4.2 **ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.

4.3 **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all, or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of

money that each new or replaced subcontractor will receive pursuant to the Contract. 30 ILCS 500/20-120.

- 4.4 AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.
- 4.5 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.
- 4.6 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.
- 4.8 CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of

Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

4.9 USE AND OWNERSHIP: All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.

4.10 INDEMNIFICATION AND LIABILITY: The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

- 4.11 INSURANCE:** Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
- 4.12 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.
- 4.13 SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- 4.14 COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- 4.15 BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.
- 4.16 APPLICABLE LAW:**
- 4.16.1 PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.
- 4.16.2 EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.
- 4.16.3 COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of

Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

4.16.4 **OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).

- 4.17 ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.
- 4.18 CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.
- 4.19 EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.
- 4.20 NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.
- 4.21 MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

4.22 PERFORMANCE RECORD / SUSPENSION: Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

4.23 FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

4.24 SCHEDULE OF WORK: Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

4.25 WARRANTIES FOR SUPPLIES AND SERVICES:

4.25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.25.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with

this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

4.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

4.27 EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

The Vendor is required to report to Central Management Services – Bureau of Strategic Sourcing (BOSS) an annual report on the hiring of Veterans and Ex-Offenders, this report must be sent by September 30th of every year. The report shall be attached and sent to the following email address: CMS.BOSS.Sourcing@illinois.gov.

5. STATE SUPPLEMENTAL PROVISIONS

☒ Agency Definitions

5.1. "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).

5.2. "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority which has the power to tax, or any other public entity created by statute.

☐ Required Federal Clauses, Certifications and Assurances

☐ Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than \$200 per month or \$2,000 per year) 30 ILCS 500/25-60.

☒ Agency Specific Terms and Conditions

5.3. The Chief Procurement Officer for General Services makes this Joint Purchase Master Contract available to all governmental units.

5.4. Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this Joint Purchase Master Contract for the items in this Joint Purchase Master Contract to all governmental units.

5.5. The supplies or services subject to this Joint Purchase Master Contract shall be distributed or rendered directly to each governmental unit.

5.6. Vendor shall bill each governmental unit separately for its actual share of the costs of the supplies or services purchased.

5.7. The credit or liability of each governmental unit shall remain separate and distinct.

5.8. Disputes between vendors and governmental units shall be resolved between the affected parties.

5.9. All terms and conditions in this Joint Purchase Master Contract apply with full force and effect to all purchase orders.

☒ Other (describe)

5.10. COVID-19 PROTECTIONS: In response to the COVID-19 pandemic, Governor J.B. Pritzker issued Executive Order 2021-22 and 2021-23. These Executive Orders mandate certain contractors shall use face coverings, have COVID-19 vaccinations, or undergo testing for

COVID-19 when in indoor public places, Health Care Facilities, Schools, Institutions of Higher Education, and State-owned and operated congregate facilities. Vendor shall adhere to the requirements of these Executive Orders as applied by the Agency. The Agency may also implement vaccination or testing requirements that exceed those in the Executive Orders.

Service Depot	Depot Spend	Freight & Fuel Spend	Vendor Addresses	Forms
Chicago, IL				
Calumet Transload	\$1,722,000		10730 Burley Avenue, Chicago, IL 60617	B
5 Star Hauling		\$800,000	14210 Kenton Ave, Crestwood, IL 60418	B
5366 Logistics		\$640,000	4501 US-12, Richmond, IL 60071	B
Sunset		\$175,000	1320 S Virginia, Crystal Lake, IL 60014	A
Truck King Hauling Contractors, Inc.		\$3,200,000	4600 W 48th St, Chicago, IL 60632	B
Keokuk, IA				
Roquette American Services Inc.	\$110,000		2301 Twin Rivers Road, Keokuk, IA 52632	A
97 Grain and Trucking- dba Midwest Express		\$56,000	10060 E 350 Macomb, IL 61455	B
Commanche, IA				
ADM	\$270,000		1419 N Washington Blvd, Comanche, IA 52730	A
ADM- Transport		\$370,000	4666 Faries Parkway Decatur, IL 62526	A
Louisiana, MO				
Wayne B Smith	\$148,000		10415 Hwy 79, Louisiana, MO 63353	B
George Potterfield Trucking		\$338,000	207 County Line Road, Monroe City, MO 63456	B
Metropolis, IL				
Kotter Ready Mix	\$95,000		1200 E 2nd Street, Metropolis, IL 62960	B
Kotter Ready Mix		\$183,000	1200 E 2nd Street, Metropolis, IL 62960	B
Milwaukee, WI				
Compass Minerals	\$404,000		2001 S Lincoln Memorial, Milwaukee, WI 53207	Compass Form B
CLK Systems Inc		\$261,000	39882 N Mauser Dr Wadsworth, IL 60083	B
Portland		\$104,000	98 E Shore Drive, Random Lake, WI 53075	A
PI's Trucking		\$104,000	W125S9861 N Cape Road, Muskego, WI 53150	B
Zizzo's		\$104,000	3000 Sheridan Rd., Kenosha, WI 53140	B
Mt. Vernon, IN				
Mulzer Crushed Stone	\$61,000		10700 Hwy 69 S, Mt. Vernon, IN 47620	B
Mulzer Crushed Stone		\$74,900	10700 Hwy 69 S, Mt. Vernon, IN 47620	B
St. Louis, MO (Beelman)				
Beelman Terminal	\$472,000		210 Brennen Ave., Venice, IL 62090	B
Beelman Logistics		\$478,000	#1 Racehorse Drive, E. St. Louis, MO 62205	B
St. Louis, MO (Oakley)				
Bruce Oakley	\$13,000		1 Angelica St. St. Louis, Mo 63353	B
George Potterfield Trucking		\$13,698	207 County Line Road, Monroe City, MO 63456	B
Dubuque, Ia				
Peavey Co, Gavilon Grain	\$25,000		505 East 7th St, Dubuque, IA 52001	Less than \$50K
All Seasons Trucking		\$35,000	7750 Windy Ridge Dubuque, IA 52003	Less than \$50K
Rock Island, IL				
Alter- Rock Island River Terminal	\$291,000		7th Ave Mill Street Rock Island, IL 61201	Subcontractor will submit Forms post bid
Overland Systems		\$368,000	13631 110th Ave Davenport, IA 52804	Subcontractor will submit Forms post bid
Henry - Middle River Marine				
Henry - Middle River Marine	\$268,000		1440 County Road 1500 E, Henry, IL 61537	A
Ozinga Transportation, Inc.		\$485,000	1440 County Road 1500 E, Henry, IL 61537	A
Lemont - Middle River Marine				
Lemont - Middle River Marine	\$309,000		11400 Old Lemont Road, Lemont, IL 60439	A
Ozinga Transportation, Inc.		\$293,600	11400 Old Lemont Road, Lemont, IL 60439	A
Ottawa - Ottawa Barge Terminal				
Ottawa - Ottawa Barge Terminal	\$205,000		1365 N 2803 RD OTTAWA, IL 61350	A
Wiesbrock Trucking		\$296,000	1748 E. 950th Road (PO Box 197) Leonore, IL 61335	A

*All \$'s are subject to change based on contract award

UnitName	Address Billing	Address Delivery	FY22 Bid Ton	FY22 Bid Price/Ton	FY22 Vendor	FY22 PO	FY22 PO Line #	Email Contact
Alsip, Village of	12221 S. Orchard Avenue, Alsip, IL 60803	12221 S. Orchard Ave.	1400	\$56.20	Compass	P-30920	1	mfraider@villageofalsip.org
Arlington Heights, Village of	222 N Ridge Ave, Arlington Heights, 60005	222 N. Ridge Ave	6650	\$48.12	Compass	P-30920	2	cpapierniak@vah.com
Bedford Park, Village of	6701 S Archer RD Bedford Park IL 60501	7299 S SAYRE	1000	\$56.20	Compass	P-30920	3	kevin@villageofbedfordpark.com
Bellwood, Village of	3200 Washington Blvd., Bellwood, IL 60104	203 30th Avenue	3000	\$49.78	Compass	P-30920	4	kstyles@vil.bellwood.il.us
Berwyn, City of	6700 W 26th St Berwyn, Illinois 60402	1 Public Works Drive	3700	\$48.18	Compass	P-30920	5	rschiller@ci.berwyn.il.us
Blue Island, City of	13051 S. Greenwood Blue Island, Illinois 60406	3153 Wireton Rd.	2000	\$53.07	Compass	P-30920	6	jpoelsterl@cityofblueisland.org
Broadview, Village of	2734 S 9th Ave Broadview IL 60155	2350 S 25th Ave	800	\$57.97	Compass	P-30920	7	mames@broadview-il.gov
Brookfield, Village of	4545 Eberly Ave. Brookfield IL 60513	4545 Eberly	1800	\$55.97	Compass	P-30920	8	cmuell@brookfieldil.gov
Calumet Park, Village of	12409 Throop Street Calumet Park, IL, 60827	12310 Ashland Ave	1000	\$55.07	Compass	P-30920	9	dir.marcsmith@calumetparkvillage.org
Chicago Ridge, Village of	10455 S. Ridgeland Ave.	10046 Anderson	1200	\$56.20	Compass	P-30920	10	sbarwoc@chicagoridge.org
Chicago State University	payables@csu.edu	9501 South King Drive	360	\$58.07	Compass	P-30920	11	jali@csu.edu
Country Club Hills, City of	4200 W 183rd St. Country Club Hills, IL 60478	18300 Marycrest Dr	1200	\$57.18	Compass	P-30920	12	jtowndsend@countryclubhills.org
Countryside, City of	803 Joliet RD. Countryside IL 60525	5315 9th Avenue	750	\$57.97	Compass	P-30920	13	jserna@countryside-il.org
Des Plaines, City of	1420 Miner St., Des Plaines, IL 60559	1111 Joseph Schwab Road	6000	\$47.33	Compass	P-30920	14	tbueser@desplaines.org
East Hazel Crest, Village of	1904 w 174th St. East Hazel Crest IL 60429	172nd St. and Throop St.	200	\$60.97	Compass	P-30920	15	ehcpw2@sbcglobal.net
Elgin School District U-46	1460 Sheldon Drive Elgin, IL 60120	1460 Sheldon Drive	1200	\$62.79	Compass	P-30920	16	sheiladowns@u-46.org
Elk Grove, Village of	450 E Devon Avenue, Elk Grove Village, IL 60007	1635 Biesterfeld Road	2000	\$58.37	Compass	P-30920	17	wbolich@elkgrove.org
Elk Grove, Village of	450 E Devon Avenue, Elk Grove Village, IL 60007	450 East Devon Ave.	1200	\$60.37	Compass	P-30920	18	wbolich@elkgrove.org
Elmwood Park	7330 Fullerton Ave. Elmwood Park IL. 60707	7330 W. Fullerton Ave	2200	\$55.97	Compass	P-30920	19	dbraglia@elmwoodpark.org
Evergreen Park, Village of	9418 S. Kedzie Avenue Evergreen Park, IL. 60805	3300 West 93rd Street	1750	\$53.07	Compass	P-30920	20	wlorenz@evpadmin.org
Flossmoor, Village of	2800 Flossmoor Road, Flossmoor, IL 60422	1700 Central Park Avenue	500	\$60.18	Compass	P-30920	21	jbrunke@flossmoor.org
Forest Park, Village of	517 DesPlaines Ave., Forest Park, IL 60130	7343 W 15th St.	1800	\$55.97	Compass	P-30920	22	sstella@forestpark.net
Franklin Park, Village of	9500 Belmont Avenue	3590 Mannheim	3000	\$49.78	Compass	P-30920	23	jlauro@vofp.com
Glenbrook North H.S. Dist 225 (Northbrook)	3801 W. Lake Ave. Suite 200	2300 Shermer Road	100	\$62.58	Compass	P-30920	24	kptak@glenbrook225.org; agan@glenbrook225.org>
Glenbrook South H. S. Dist 225 (Glenview)	3801 W. Lake Ave. Suite 200	4000 Lake Ave.	100	\$62.58	Compass	P-30920	25	kptak@glenbrook225.org; agan@glenbrook225.org>
Hanover Township Hwy. Dept.	250 S. Route 59, Bartlett, IL 60103	625 Shales Parkway	900	\$62.79	Compass	P-30920	26	ssantangelo@hanover-township.org
Harwood Heights, Village of	7300 W. Wilson Harwood Heights IL, 60706	7101 W. Wilson Ave.	450	\$61.78	Compass	P-30920	28	maslor@harwoodheights.org
Hickory Hills, City of	7700 W. 98th Street	7700 W. 98th Street	600	\$59.20	Compass	P-30920	29	slehr@hickoryhillscil.org
Hillside, Village of	425 Hillside Avenue, Hillside, IL 60162	4151 May Street	1900	\$56.78	Compass	P-30920	30	jpisano@hillside-il.org
Hodgkins, Village of	8990 Lyons street Hodgkins IL 60525	6825 Santa Fa Drive	1200	\$57.97	Compass	P-30920	31	jkovel@villageofhodgkins.org
Hoffman Estates, Village of	1900 Hassell Road, Hoffman Estates, IL 60169	2405 Pembroke Ave.	3500	\$52.18	Compass	P-30920	32	kelly.kerr@hoffmanestates.org
Hometown, City of	4331 Southwest Highway	4331 Southwest Highway	420	\$59.20	Compass	P-30920	33	hometownpublicworks@gmail.com
Homewood, Village of	17755 S. Ashland Ave. Homewood, IL 60430	17755 S. Ashland Avenue	1200	\$57.18	Compass	P-30920	34	jschaefer@homewoodil.gov
Justice, Village of	8748 W. 82nd Pl. Justice, IL 60459	8750 Industrial Dr.	1100	\$57.18	Compass	P-30920	35	jcekus@villageofjustice.org
Kenilworth, Village of	419 Richmond Rd.	347 Ivy Ct.	60	\$61.78	Compass	P-30920	36	dleicht@vok.org
La Grange Park District	536 East Ave.	536 East Ave.	50	\$60.97	Compass	P-30920	37	claudiagalla@pdlg.org
La Grange Park, Village of	447 N. Catherine Ave, La Grange Park, IL 60526	937 Barnsdale Road	600	\$60.97	Compass	P-30920	38	rradde@lagrangepark.org
La Grange, Village of	320 East Avenue, La Grange, IL 60525	720 E. Cossitt Avenue	1680	\$55.97	Compass	P-30920	39	dbutron@lagrangeil.gov
Lemont Township Hwy. Dept.	1115 Warner Avenue Lemont, IL 60439	12750 Archer Avenue	1000	\$57.97	Compass	P-30920	40	brian-schmitz@lemonttownship.org; mark-labno@lemonttownship.org
Lemont, Village of	16680 New Avenue, Lemont, IL 60439	16680 New Ave.	2300	\$55.97	Compass	P-30920	41	rearnest@lemont.il.us
Lincolnwood, Village of	7001 N. lawndale Avenue, Lincolnwood, 60712	7001 North Lawndale Avenue	1000	\$57.97	Compass	P-30920	42	nbadran@lwd.org
Lynwood, Village of	214601 Lincoln Hwy	8 Southland Drive- Public Work Building	80	\$60.18	Compass	P-30920	43	srobinzine@villageoflynwood.net
Lyons, Village of	4200 Lawndale Avenue Lyons IL 60534	7825 39th street	550	\$60.18	Compass	P-30920	44	rgrace@villageoflyons-il.net
Maine Township Hwy. Dept.	1401 Redeker Road	1401 Redeker Road	600	\$62.58	Compass	P-30920	45	mthighway@aol.com
Markham, City of	16313 Kedzie Parkway Markham IL 60428	16313 S. Kedzie Pkwy.	1000	\$56.20	Compass	P-30920	46	tcclayton@cityofmarkham.net
Maywood, Village of	40 Madison St. Maywood, IL 60153	40 Madison Street	2300	\$55.97	Compass	P-30920	47	jwest2@maywood-il.org; obrown@maywood-il.org
Midlothian, Village of	14801 S. Pulaski Road Midlothian IL 60445	3825 Claire Boulevard	1300	\$56.20	Compass	P-30920	48	jsparrey@villageofmidlothian.org
Moraine Valley C. College	9000 College parkway, Palos Hills IL 60465	9000 W College Pkwy	300	\$59.20	Compass	P-30920	49	Widau@morainevalley.edu
Morton Grove, Village Of	6101 Capulina Ave. Morton Grove IL 60053	7840 Nagle Ave.	3000	\$49.78	Compass	P-30920	50	jmitchell@mortongroveil.org
Mount Prospect, Village of	1700 W Central Rd, Mount Prospect, IL 60056	1700 W. Central Road	5400	\$47.33	Compass	P-30920	51	jleib@mountprospect.org
Niles Township High Schools Dist. 219	7700 Gross Point Road, Skokie, IL 60077	7700 Gross Point Rd.	300	\$61.78	Compass	P-30920	52	nicjah@d219.org
Niles, Village of	1000 Civic Center Dr Niles IL 60714	6849 Touhy Ave	200	\$61.78	Compass	P-30920	53	rrmp@vniles.com; aad@vniles.com

Norridge, Village of	4000 N. Olcott Ave. Norridge, Illinois 60706	8415 W. Foster Ave.	1000	\$57.97	Compass	P-30920	54	jspain@villageofnorridge.com
North Riverside, Village of	2401 DesPlaines Ave North Riverside Illinois, 60546	2345 DesPlaines Ave	1600	\$57.18	Compass	P-30920	55	vranieri@northriverside-il.org
Northbrook, Village of	655 Huehl Road, Northbrook, IL 60062	655 Huehl Road	2880	\$50.58	Compass	P-30920	56	erik.jensen@northbrook.il.us
Northlake, City of	55 E. North Ave.	100 W. Palmer	1400	\$58.78	Compass	P-30920	57	afaciano@northlakecity.com
Oak Forest, City of	15440 CENTRAL AVE, OAK FOREST, IL 60452	15722 LOREL AVE	1600	\$59.58	Compass	P-30920	58	dmlanowicz@oak-forest.org
Oak Lawn, Village of	9446 S Raymond Ave. Oak Lawn, IL 60453	5532 W 98th St.	4500	\$47.20	Compass	P-30920	59	wmeyer@oaklawn-il.gov; dskoda@oaklawn-il.gov
Oak Park, Village of	201 South Blvd Oak Park, IL 60302	201 South Boulevard	2500	\$55.97	Compass	P-30920	60	sbrinkman@oak-park.us
Olympia Fields, Village of	20040 Governors Hwy. Olympia Fields IL 60461	20701 Governors Hwy.	700	\$60.97	Compass	P-30920	61	jlandini@olympia-fields.com
Orland Hills, Village of	16033 S 94th Ave Orland Hills IL 60487	16533 S 94th Ave	900	\$57.97	Compass	P-30920	62	mhanley@orlandhills.org
Orland Park, Village of	14700 S. Ravinia Ave., Orland Park, IL 60462	15655 S Ravinia Ave	4200	\$48.97	Compass	P-30920	63	bfei@orlandpark.org; publicworks@orlandpark.org
Orland Township Highway Dept.	16125 S. Wolf Road, Orland Park, IL 60467	16125 S. Wolf Road	720	\$57.97	Compass	P-30920	64	highway@orlandtownship.org
Palatine Township High School Dist. #211	1750 S. Roselle Rd. Palatine IL 60067	1100 W. Schaumburg Rd.	67	\$64.18	Compass	P-30920	65	BZimmerman@d211.org
Palatine Township High School Dist. #211	1750 S. Roselle Rd. Palatine IL 60067	1111 N. Rohling Rd	67	\$64.18	Compass	P-30920	66	BZimmerman@d211.org
Palatine Township High School Dist. #211	1750 S. Roselle Rd. Palatine IL 60067	700 E. Cougar Trail	67	\$64.18	Compass	P-30920	67	BZimmerman@d211.org
Palatine Township High School Dist. #211	1750 S. Roselle Rd. Palatine IL 60067	1000 S. Quentin Rd	67	\$64.18	Compass	P-30920	68	BZimmerman@d211.org
Palatine Township High School Dist. #211	1750 S. Roselle Rd. Palatine IL 60067	1100 W Higgins	67	\$64.18	Compass	P-30920	69	BZimmerman@d211.org
Palatine Township High School Dist. #211	1750 S. Roselle Rd. Palatine IL 60067	1750 S. Roselle Road	67	\$64.18	Compass	P-30920	70	BZimmerman@d211.org
Palatine, Village of	148 W. Illinois Avenue, Palatine, IL 60067	148 W. Illinois Ave.	4000	\$52.18	Compass	P-30920	71	dnefeldt@palatine.il.us
Palos Heights, City of	7607 W. College Drive 10335 S Roberts Rd.	7607 W. College Drive	700	\$59.20	Compass	P-30920	72	ajasinski@palosheights.org; bmrphy@palosheights.org
Palos Hills, City of	10335 S Roberts Rd. Palos Hills IL 60465	7860 108th St	800	\$56.20	Compass	P-30920	73	noeffling@paloshillsweb.org
Palos Park, Village of	8999 123rd Street, Palos Park, IL 60464	8999 W. 131st Street	900	\$57.18	Compass	P-30920	74	fcastillo@palospark.org
Park Forest, Village of	350 Victory Drive, Park Forest, IL 60466	75 Park Street, Park	2030	\$55.97	Compass	P-30920	75	rysaguirre@vopf.com
Park Ridge, City of	505 Butler Place Park Ridge IL 60068	400 Busse Highway	2400	\$56.78	Compass	P-30920	76	mmiller@parkridge.us
Park Ridge/Niles School Dist. #64	164 S Prospect Ave. Park Ridge, IL 60107	200 S Lincoln Ave.	88	\$61.78	Compass	P-30920	77	jason.borst@d64.org
Posen, Village of	2440 Walter Zimny Drive Posen, IL 60469	14900 Rockwell Ave.	300	\$59.20	Compass	P-30920	78	Fpodbielniak@villageofposen.org
Prospect Heights, City of	401 Piper Lane, Prospect Heights, IL, 60070	401 Piper Lane	700	\$60.37	Compass	P-30920	79	mroscoe@prospect-heights.org
Richton Park, Village of	4455 Sauk Trail, Richton Park Illinois	22022 Belmont	400	\$60.97	Compass	P-30920	80	mwegrzyn@richtonpark.org
River Forest, Village of	400 Park Ave., River Forest, IL 60305	45 Forest Ave	800	\$57.97	Compass	P-30920	81	mjanop@vrf.us
River Grove, Village of	2621 Thatcher Avenue Rive Grove IL, 60171	2101 West Street	1000	\$58.78	Compass	P-30920	82	bleder@rivergroveil.gov
Riverdale, Village of	14101 South Halsted, Riverdale, Illinois 60827	14101 South Halsted	800	\$56.20	Compass	P-30920	83	jrusell@villageofriverdale.net
Riverside, Village of	3860 Columbus Blvd, Riverside 60546	3860 Columbus Blvd	500	\$60.18	Compass	P-30920	84	dtabb@riverside.il.us
Rolling Meadows, City of	3900 Bernick Street, Rolling Meadows IL 60008	3900 Bernick St.	1500	\$60.37	Compass	P-30920	85	sucheck@cityrm.org
Sauk Village, Village of	21801 Torrence Ave Sauk Village IL 60411	2836 Nichols Dr.	450	\$60.18	Compass	P-30920	86	kweller@saukvillage.org
Schaumburg School District 54	524 E. Schaumburg Road, Schaumburg IL 60194	524 E. Schaumburg Road	300	\$64.18	Compass	P-30920	87	debbiebudz@sd54.org
Schaumburg Township Road Dist.	1 Illinois Blvd. Hoffman Estates IL 60169	One Illinois Blvd.	250	\$64.18	Compass	P-30920	88	dschackelton@schaumburgtownship.org
Schiller Park, Village of	9526 Irving Park Road Schiller Park IL 60176	9526 W. Irving Park	1100	\$58.78	Compass	P-30920	89	jblum@schillerparkil.us
Skokie Park Dist	9300 Weber Park Place Skokie, IL 60077	7500 W. Frontage Rd.	50	\$61.78	Compass	P-30920	90	smames@skokieparks.org
Skokie, Village of	9050 Gross Point Rd, Skokie, IL 60077	9050 Gross Point Road	3100	\$49.78	Compass	P-30920	91	Elizabeth.Zimmerman@Skokie.org
South Chicago Heights, Village of	3317 Chicago Road, South Chicago Heights, IL 60411	3275 Butler Ave	350	\$60.18	Compass	P-30920	92	jdolasinski@southchicagoheights.com
South Holland, Village of	16226 Wausau Ave., Building C, South Holland, IL 60473	16226 Wausau Ave.	1500	\$56.20	Compass	P-30920	93	mcramer@southholland.org
South Suburban College	15800 South State Street. South Holland, IL 60473	15800 S. State St.	300	\$59.20	Compass	P-30920	94	cstanley@ssc.edu
State, DHS-Chicago Read Mental Health	Chicago-Read MHC 4200 N. Oak Park Ave Chicago, IL 60634	4200 North Oak Park Ave	100	\$60.18	Compass	P-30920	95	amy.toombs@illinois.gov
State, DHS-Madden Mental Health Center	1200 South First Avenue Hines Illinois 60141	1200 So. First Avenue	120	\$60.97	Compass	P-30920	96	steven.miller@illinois.gov; Steven.Miller@Illinois.gov
State, IDOT - ALSIP (TS# 031)	Illinois Department of Transportation Attn: Financial Services 201 West Center Court Schaumburg, IL 60196- 1096	11801 SOUTH RIDGELAND	10000	\$46.53	Compass	P-30920	97	Laura.Shanley@illinois.gov
State, IDOT - ARLINGTON HTS (TS# 011)	Illinois Department of Transportation Attn: Financial Services 201 West Center Court Schaumburg, IL 60196- 1096	210 EAST NOYES STREET	9000	\$48.12	Compass	P-30920	98	Laura.Shanley@illinois.gov

State, IDOT - BIESTERFIELD (RES DM) (TS#E14B)	Illinois Department of Transportation Attn: Financial Services 201 West Center Court Schaumburg, IL 60196-1096	1101 BEISTERFIELD ROAD	4000	\$51.37	Compass	P-30920	99	Laura.Shanley@illinois.gov
State, IDOT - BIESTERFIELD (TS# E14A)	Illinois Department of Transportation Attn: Financial Services 201 West Center Court Schaumburg, IL 60196-1096	1101 BEISTERFIELD ROAD	100	\$52.18	Compass	P-30920	100	Laura.Shanley@illinois.gov
State, IDOT - BISHOP FORD (TS# E33)	Illinois Department of Transportation Attn: Financial Services 201 West Center Court Schaumburg, IL 60196-1096	16915 VAN DAM ROAD	7000	\$43.95	Compass	P-30920	101	Laura.Shanley@illinois.gov
State, IDOT - COOK COUNTY (TS# 012C)	Illinois Department of Transportation Attn: Financial Services 201 West Center Court Schaumburg, IL 60196-1096	9801 BALLARD ROAD	200	\$62.58	Compass	P-30920	102	Laura.Shanley@illinois.gov
State, IDOT - DAN RYAN (TS# E25)	Illinois Department of Transportation Attn: Financial Services 201 West Center Court Schaumburg, IL 60196-1096	6543 SOUTH WENTWORTH AVENUE	7000	\$43.95	Compass	P-30920	103	Laura.Shanley@illinois.gov
State, IDOT - EDENS (TS# E13)	Illinois Department of Transportation Attn: Financial Services 201 West Center Court Schaumburg, IL 60196-1096	2 HAPP ROAD	6500	\$47.33	Compass	P-30920	104	Laura.Shanley@illinois.gov
State, IDOT - EISENHOWER (TS# E23)	Illinois Department of Transportation Attn: Financial Services 201 West Center Court Schaumburg, IL 60196-1096	5201 WEST FLOURNOY STREET	7000	\$44.93	Compass	P-30920	105	Laura.Shanley@illinois.gov
State, IDOT - HARVEY (TS# 032)	Illinois Department of Transportation Attn: Financial Services 201 West Center Court Schaumburg, IL 60196-1096	16738 LATHROP AVENUE	9000	\$43.95	Compass	P-30920	106	Laura.Shanley@illinois.gov
State, IDOT - HILLSIDE (TS# 022)	Illinois Department of Transportation Attn: Financial Services 201 West Center Court Schaumburg, IL 60196-1096	4160 MAY STREET	8000	\$46.53	Compass	P-30920	107	Laura.Shanley@illinois.gov
State, IDOT - I-57 (TS# E34)	Illinois Department of Transportation Attn: Financial Services 201 West Center Court Schaumburg, IL 60196-1096	16010 SOUTH CRAWFORD AVENUE	6000	\$43.95	Compass	P-30920	108	Laura.Shanley@illinois.gov
State, IDOT - KENNEDY (TS# E24)	Illinois Department of Transportation Attn: Financial Services 201 West Center Court Schaumburg, IL 60196-1096	5027 NORTH CENTRAL AVENUE	6000	\$45.72	Compass	P-30920	109	Laura.Shanley@illinois.gov
State, IDOT - KENNEDY LANDSCAPE (TS# 170)	Illinois Department of Transportation Attn: Financial Services 201 West Center Court Schaumburg, IL 60196-1096	1260 WEST AUGUSTA BLVD	3000	\$48.18	Compass	P-30920	110	Laura.Shanley@illinois.gov
State, IDOT - NORTHBROOK (TS# 012)	Illinois Department of Transportation Attn: Financial Services 201 West Center Court Schaumburg, IL 60196-1096	1916 TECHNY ROAD	8000	\$47.33	Compass	P-30920	111	Laura.Shanley@illinois.gov
State, IDOT - NORTHSIDE (TS# 021)	Illinois Department of Transportation Attn: Financial Services 201 West Center Court Schaumburg, IL 60196-1096	4051 N HARLEM AVENUE	5000	\$45.72	Compass	P-30920	112	Laura.Shanley@illinois.gov
State, IDOT - RODENBURG (TS# E14)	Illinois Department of Transportation Attn: Financial Services 201 West Center Court Schaumburg, IL 60196-1096	1480 RODENBURG ROAD	7200	\$48.93	Compass	P-30920	113	Laura.Shanley@illinois.gov
State, IDOT - STEVENSON (TS# E26)	Illinois Department of Transportation Attn: Financial Services 201 West Center Court Schaumburg, IL 60196-1096	8630 JOLIET ROAD	6000	\$45.72	Compass	P-30920	114	Laura.Shanley@illinois.gov
State, Tollway-M-01		I-294 @ Cicero Ave. Milepost 12.5 Northbound	5500	\$43.95	Compass	P-30920	115	EHukic-Hamzic@getipass.com; jdonato@getipass.com;
State, Tollway-M-02		I-294 N. of Cermak Road, Milepost 30.0 Northbound	5000	\$49.78	Compass	P-30920	116	EHukic-Hamzic@getipass.com; jdonato@getipass.com;
State, Tollway-M-03		I-294 N. of Touhy Ave, Milepost 41.7 Northbound	6000	\$46.53	Compass	P-30920	117	EHukic-Hamzic@getipass.com; jdonato@getipass.com;
State, Tollway-M-05		I-90 @ Route 53, Milepost 10.8 Eastbound	4700	\$51.37	Compass	P-30920	118	EHukic-Hamzic@getipass.com; jdonato@getipass.com;
State, Tollway-M-16		I-390 @ Route 83, Milepost 16.4 Westbound	8000	\$47.33	Compass	P-30920	119	EHukic-Hamzic@getipass.com; jdonato@getipass.com;
Stickney Township Highway Dept.	7661 South Austin Avenue	7661 S. Austin Avenue	600	\$59.20	Compass	P-30920	120	stickneyhighway@comcast.net

Stickney, Village of	6533 W Pershing Road, Stickney ILL 60402-4111	6419 W 43rd Street	600	\$60.18	Compass	P-30920	121	jlopez@villageofstickney.com
Streamwood Park Dist	777 S. Bartlett Road, Streamwood, IL 60107	700 W. Irving Park Road	60	\$64.98	Compass	P-30920	122	avito@spdcare.com
Streamwood, Village of	565 S. Bartlett Rd. Streamwood, IL 60107	565 S. Bartlett Road	2650	\$59.98	Compass	P-30920	123	mmann@streamwood.org
Summit, Village of	7321 W. 59th Street Summit, Illinois 60501	7321 West 59-th Street	500	\$60.18	Compass	P-30920	124	dcahue@summit-il.org
Thornton Township	3330 East 162nd St South Holland IL 60473	15525 Wentworth	22	\$59.20	Compass	P-30920	125	gdepue@thorntwp.com
Thornton, Village of	115 East Margaret St. Thornton IL, 60476	321 East Harriet St.	350	\$59.20	Compass	P-30920	126	broberts@thorntonil.us
Tinley Park C.C.S.D #146	6601 W. 171st St. Tinley Park, IL 60477	16600 S 66th Ave	60	\$60.97	Compass	P-30920	127	mshanan@district146.org
Triton College	2000 Fifth Ave.	2000 Fifth Ave. O Bldg.	500	\$61.78	Compass	P-30920	128	johnlambrecht@triton.edu
University of Illinois at Chicago	1351 S. Morgan, Chicago IL, 60608	1351 S. Morgan	500	\$59.20	Compass	P-30920	129	roccowlo@uic.edu
Westchester, Village of	10300 Roosevelt road Westchester IL.	10300 Roosevelt Rd.	2100	\$55.97	Compass	P-30920	130	srussell@westchester-il.org
Western Springs, Village of	740 hillgrove ave western springs IL 60558	1440 Hillgrove Ave.	1300	\$57.97	Compass	P-30920	131	bcancey@wsprings.com
Wheeling, Village of	77 W. Hintz Road, Wheeling, Illinois 60090	77 W. Hintz Road	1200	\$60.37	Compass	P-30920	132	vhoffman@wheelingil.gov
Willow Springs, Village of	One Village Circle	8261 Willow Springs Rd.	600	\$60.18	Compass	P-30920	133	kgrantland@willowsprings-il.gov
Worth Township Hwy. Dept.	11555 S. Mayfield, Alsip, Illinois, 60803	11555 S. Mayfield	211	\$59.20	Compass	P-30920	135	highway@worthtownship.com
Worth, Village of	10934 S. Neenah Worth Illinois 60482	10934 S. Neenah	600	\$59.20	Compass	P-30920	136	eurban@villageofworth.com
Barrington Community School Dist. #220	515 W Main St, Barrington IL. 60010	616 W Main St	500	\$64.57	Compass	P-30920	137	nsatera@barrington220.org
Barrington, Village of	300 Raymond Avenue, Barrington, Illinois 60010	300 Raymond Ave.	900	\$61.57	Compass	P-30920	138	jlukowicz@barrington-il.gov
Buffalo Grove, Village of	51 Raupp Blvd, Buffalo Grove, IL, 60089	51 Raupp Blvd.	1750	\$58.77	Compass	P-30920	139	sfontanez@vbg.org
Glenview, Village of	2498 East Lake Avenue Glenview, Illinois 60026	2498 East Lake Ave.	3000	\$50.58	Compass	P-30920	140	dbattaglia@glenview.il.us
Bensenville, Village of	717 E. Jefferson Street, Bensenville, IL 60106	717 E. Jefferson St.	600	\$62.58	Compass	P-30920	141	jcaracci@bensenville.il.us
Bloomington, Village of	201 South Bloomington Rd., IL 60108	305 Glen Ellyn Rd.	1300	\$61.18	Compass	P-30920	142	vegae@vil.bloomington.il.us
Burr Ridge, Village of	7660 S. County Line Road, Burr Ridge, Illinois, 60527	105640 Garfield Avenue	1800	\$55.18	Compass	P-30920	143	dpreissig@burr-ridge.gov
Clarendon Hills, Village Of	1 N Prospect, Clarendon Hills IL 60514	452 West Park Avenue	600	\$60.97	Compass	P-30920	144	bmclaughlin@clarendonhills.us
Downers Grove, Village	5101 Walnut Ave., Downers Grove, IL, 60515	5101 Walnut Ave	1700	\$56.78	Compass	P-30920	145	jtucker@downers.us
Glendale Heights, Village of	300 Civic Center Plaza Drive, Glendale Heights, IL 60139	1615 Glen Ellyn Road	2400	\$58.37	Compass	P-30920	146	purchasing@glendaleheights.org; darcie_garza@glendaleheights.org
Hinsdale, Village of	19 E Chicago Ave, Hinsdale, IL 60521	225 Symonds Dr	700	\$60.97	Compass	P-30920	147	gpeluso@villageofhinsdale.org; rroehn@villageofhinsdale.org
Lake Park High School East Campus	590 S. Medinah Rd. Roselle IL, 60172	600 South Medinah	75	\$63.37	Compass	P-30920	148	lbuccieri@lphs.org; nandrews@lphs.org
Lake Park High School West Campus	590 S. Medinah Rd. Roselle IL, 60172	500 West Bryn Mawr	60	\$63.37	Compass	P-30920	149	RWOODS@LPHS.ORG; nandrews@lphs.org
Milton Township Hwy. Dept.	23 W 040 Poss St., Glen Ellyn, IL 60137	23 W 040 Poss St.	100	\$62.58	Compass	P-30920	150	mtgd@miltonhighway.com
Naperville Community School Dist. 203	251 w. Hillside rd. Naperville IL 60540	700 W. 5th Ave.	270	\$63.37	Compass	P-30920	151	rrenchmacher@naperville203.org
Naperville Community School Dist. 203	251 w. Hillside rd. Naperville IL 60540	203W. Hillside Road	270	\$63.37	Compass	P-30920	152	rrenchmacher@naperville203.org
Naperville, City of	180 Fort Hill Drive - PO Box 3020	180 Fort Hill Drive - PO Box 3020	13500	\$48.93	Compass	P-30920	153	schwartzhoffc@naperville.il.us
Oak Brook, Village of	11200 Oak Brook Rd. Oak Brook IL. 60523	3003 Jorie Blvd.	800	\$58.78	Compass	P-30920	154	lhammer@oak-brook.org
Oakbrook Terrace, City of	17 W 275 Butterfield Road	17 W 275 Butterfield Road	400	\$62.58	Compass	P-30920	155	cward@oakbrookterrace.net
Roselle, Village of	474 Congress Circle North, Roselle, IL 60172	474 Congress Circle North	1300	\$60.37	Compass	P-30920	156	kayoung@roselle.il.us
State, IDOT - DUPAGE COUNTY (TS# 127C)	Illinois Department of Transportation Attn: Financial Services 201 West Center Court Schaumburg, IL 60196-1096	140 N. COUNTY FARM ROAD	200	\$63.37	Compass	P-30920	157	Laura.Shanley@illinois.gov
State, IDOT - Naperville (TS# 127)	Illinois Department of Transportation Attn: Financial Services 201 West Center Court Schaumburg, IL 60196-1096	28 W 731 OGDEN AVENUE	7000	\$48.93	Compass	P-30920	158	Laura.Shanley@illinois.gov
State, IDOT - OAK BROOK (TS# 128)	Illinois Department of Transportation Attn: Financial Services 201 West Center Court Schaumburg, IL 60196-1096	17 W 125 BUTTERFIELD ROAD	8000	\$47.33	Compass	P-30920	159	Laura.Shanley@illinois.gov
State, Tollway-M-08		I-88 @ Route 25, Milepost 117.8 Eastbound	7000	\$49.73	Compass	P-30920	160	EHukic-Hamzic@getipass.com; jdonato@getipass.com;
State, Tollway-M-14		I-355 @ I-88, Milepost 21.9 Northbound	6000	\$46.53	Compass	P-30920	161	EHukic-Hamzic@getipass.com; jdonato@getipass.com;
Villa Park, Village of	20 South Ardmore Avenue, Villa Park, IL. 60181	729 North Ardmore Avenue	720	\$59.58	Compass	P-30920	162	richs@invillapark.com
Wayne Township Road Dist.	4N230 Klein Rd. West Chicago, IL 60185	4N230 Klein Road West	150	\$64.18	Compass	P-30920	163	wtrd@sbcglobal.net
Westmont, Village of	155 E. Burlington Ave.	155 E. Burlington Ave.	400	\$60.97	Compass	P-30920	164	mbrendle@westmont.il.gov
Wheaton Park District	1000 Manchester rd wheaton IL 60187	1000 Manchester Rd	75	\$63.37	Compass	P-30920	165	jthemel@wheatonparks.org
Winfield, Village of	27 W 465 Jewell Road, Winfield IL. 60190	OS 040 Wynwood Road, Winfield IL. 60190	720	\$60.37	Compass	P-30920	166	tloomis@villageofwinfield.com

Bartlett, Village of	1150 Bittersweet Dr., Bartlett, IL 60103	1150 Bittersweet Drive	800	\$61.98	Compass	P-30920	167	ddinges@vbartlett.org
Aurora West School Dist. #129	220 Alder Dr. North Aurora IL 60542	1151 Plum St.	250	\$64.98	Compass	P-30920	168	ljackson@sd129.org
Aurora, City of	City of Aurora, Attn: Purchasing Division, 44 E. Downer Place, Aurora, IL 60507	720 N. Broadway and 2112 Montgomery Road	7500	\$48.93	Compass	P-30920	169	purchasingdl@aurora-il.org
Batavia, City of	200 N. Raddant Rd. Batavia, IL 60510	200 N. Raddant Rd.	3500	\$52.98	Compass	P-30920	170	shaines@cityofbatavia.net;BKellum@cityofbatavia.net
Campton Twp. Hwy. Dept.	5N790 State Route 47	5N790 State Route 47	2400	\$62.39	Compass	P-30920	171	camptonhwyforeman@gmail.com
Carpentersville, Village of	1075 Tamarac Drive, Carpentersville, IL	1075 Tamarac Drive	2900	\$53.79	Compass	P-30920	172	kgray@cville.org
East Dundee , Village of	120 Barrington Ave, East Dundee, IL 60118	446 Elgin Ave	480	\$65.79	Compass	P-30920	173	pcotter@eastdundee.net
Elburn, Village of	301 E North St Elburn, IL 60119	422 E. North St.	360	\$66.58	Compass	P-30920	174	publicworks@elburn.il.us; dmcquillin@elburn.il.us
Elgin Community College	1700 SPARTAN DRIVE ELGIN, IL 60123	1700 Spartan Dr.	275	\$65.79	Compass	P-30920	175	rcallahan@elgin.edu
Elgin, City of	1900 Holmes Rd, Elgin Illinois 60123	1900 Holmes Road	9000	\$50.54	Compass	P-30920	176	neal_a@cityofelgin.org
Forest Preserve Dist. of DuPage County	1996 S Kirk Road, Suite 320, Geneva, IL 60190	42W797 Rohrsen Road	100	\$67.39	Compass	P-30920	177	maranoanna@kaneforest.com
Forest Preserve Dist. of DuPage County	1996 S Kirk Road, Suite 320, Geneva, IL 60190	25033North Lorang Road	100	\$66.58	Compass	P-30920	178	maranoanna@kaneforest.com
Geneva Community Unti School Dist. #304	227 N. Fourth Street, Geneva, IL 60134	301 Logan Avenue	180	\$64.98	Compass	P-30920	179	sney@geneva304.org
Geneva, City of	1800 South Street Geneva, IL 60134	1800 South St.	2200	\$59.98	Compass	P-30920	180	nlanders@geneva.il.us
Gilberts, Village of	87 Galligan Road, Gilberts, IL 60136	73 Industrial Drive	900	\$63.58	Compass	P-30920	181	agrosskopf@villageofgilberts.com
Hampshire, Village of	234 S. State st P.O. box 457 Hampshire, IL 60140	100 Klick St.	2000	\$62.39	Compass	P-30920	182	dstarrett@hampshireil.org
Montgomery Public Works Dept., Village of	200 N. River Street Montgomery, IL 60538	891 Knell Road	1200	\$61.18	Compass	P-30920	183	mwolf@ci.montgomery.il.us
North Aurora, Village of	25 East State Street North Aurora, Illinois 60542	2101 Tanner Road	1500	\$61.98	Compass	P-30920	184	brichter@northaurora.org
North Aurora, Village of	25 East State Street North Aurora, Illinois 60542	314 Butterfield Road	1500	\$61.98	Compass	P-30920	185	brichter@northaurora.org
Pingree Grove, Village of	555 Reinking Rd. Pingree Grove, IL 60140	275 Water Street	693	\$67.39	Compass	P-30920	186	pdoherly@pingreegrove.org; accountspayable@pingreegrove.org
Plato Township Road District	10N924 Rippburger Rd PLATO CENTER IL 60124	10N924 Rippburger Road	1100	\$63.58	Compass	P-30920	187	platohighway@comcast.net
Sleepy Hollow, Village of	1 Thorobred Lane Sleepy Hollow IL 60118	1 Thorobred Lane	700	\$62.79	Compass	P-30920	188	killinger@sleepyhollowil.org
South Elgin, Village of	10 N. Water Street, South Elgin, IL 61077	1000 Bowes Road	2000	\$60.79	Compass	P-30920	189	mmillette@southeilgin.com
St. Charles, City of	2 E. Main Street, St. Charles, IL 60174	1405 S. 7th Avenue	2500	\$59.98	Compass	P-30920	190	mholloway@stcharlesil.gov; tbellafore@stcharlesil.gov
St. Charles, City of	2 E. Main Street, St. Charles, IL 60174	3805 Lincoln Highway	2500	\$59.98	Compass	P-30920	191	mholloway@stcharlesil.gov; tbellafore@stcharlesil.gov
State, DHS-Elgin Mental Health Center	750 South State Street, Elgin, Illinois 60123	750 South State Street	125	\$65.79	Compass	P-30920	192	nick.kanellopoulos4@illinois.gov
STATE, IDOT - CARPENTERSVILLE (TS# 129G)	Illinois Department of Transportation Attn: Financial Services 201 West Center Court Schaumburg, IL 60196- 1096	5000 SLEEPY HOLLOW ROAD, CARPENTERSVILLE 60110	200	\$65.79	Compass	P-30920	193	Laura.Shanley@illinois.gov
STATE, IDOT - ELGIN SHALES PKWY (TS# 129A)	Illinois Department of Transportation Attn: Financial Services 201 West Center Court Schaumburg, IL 60196- 1096	525 South Shales Parkway	3160	\$50.54	Compass	P-30920	194	Laura.Shanley@illinois.gov
STATE, IDOT - ISTHA YARD (TS# 129T)	Illinois Department of Transportation Attn: Financial Services 201 West Center Court Schaumburg, IL 60196- 1096	US 20 & I-90	1000	\$64.39	Compass	P-30920	195	Laura.Shanley@illinois.gov
STATE, IDOT - ST CHARLES (RES DM) (TS# 129B)	Illinois Department of Transportation Attn: Financial Services 201 West Center Court Schaumburg, IL 60196- 1096	38 W 027 ROUTE 38, ST. CHARLES 60175	4000	\$53.79	Compass	P-30920	196	Laura.Shanley@illinois.gov
STATE, IDOT - ST. CHARLES (TS# 129)	Illinois Department of Transportation Attn: Financial Services 201 West Center Court Schaumburg, IL 60196- 1096	38 West 027 Route 38	7000	\$50.54	Compass	P-30920	197	Laura.Shanley@illinois.gov
State, Tollway-M-06		I-90 @ Route 20, Milepost 36.8 Westbound	4000	\$53.30	Compass	P-30920	198	EHukic-Hamzic@getipass.com; jdonato@getipass.com;
State, Tollway-Rt.47		I-88 @ Route 47, Milepost 109.3 Westbound	2300	\$61.58	Compass	P-30920	199	EHukic-Hamzic@getipass.com; jdonato@getipass.com;
Sugar Grove, Village of	601 Heartland Drive Sugar Grove IL 60554	601 Heartland Drive	2000	\$60.79	Compass	P-30920	200	bmerkel@sugargroveil.gov
Wauboonsee Community College	45783 State Route 47, Sugar Grove, IL 60554	45783 State Route 47	162	\$65.79	Compass	P-30920	201	dwiercinski@wauboonsee.edu
West Dundee, Village of	90 Angle Tarn, West Dundee, 60118	900 Angle Tarn	800	\$62.79	Compass	P-30920	202	ebabcock@wdundee.org; publicworks@wdundee.org
Bannockburn, Village of	2275 Telegraph Road, Bannockburn, IL 60015	620 Anthony Trail	300	\$62.58	Compass	P-30920	203	ktrausch@villageofbannockburn.org
Beach Park, Village of	11270 W. Wadsworth Rd., Beach Park, IL 60099	40185 N. Glendale Ave.	600	\$60.12	Compass	P-30920	204	Gina.Nelson@villageofbeachpark.com
Cuba Township Road District	8160 W. Cuba Road	28160 W. Cuba Road	1200	\$61.57	Compass	P-30920	205	tjpodgorski@cubaroads.org
Deerfield, Village of	465 Elm Street Deerfield Illinois 60015	465 Elm Street	1200	\$60.37	Compass	P-30920	206	dbusscher@deerfield.il.us; rphillips@deerfield.il.us
Hawthorn School Dist #73	841 West End Court, Vernon Hills, IL 60061	910 Tower Road	130	\$62.76	Compass	P-30920	207	labbem@hawthorn73.org
Hawthorn Woods, Village of	2 Lagoon Drive, Hawthorn Woods, IL 60047	35 Old McHenry Road	1080	\$60.77	Compass	P-30920	208	efrable@vhw.org

Highland Park, City of	1150 Half Day Road, Highland Park, IL 60035	1180 Half Day Road	2000	\$58.77	Compass	P-30920	209	rbannon@cityhpil.com
Lake Bluff, Village of	40 E Center Av, Lake Bluff, IL 60044	640 Rockland	600	\$61.93	Compass	P-30920	210	jterlap@lakebluff.org
Lake County Forrest Preserve	1899 W Winchester Road, Libertyville, IL 60048, Attn: Accounts Payable	19808 W Grand Avenue	460	\$61.00	Compass	P-30920	211	purchasingdept@lcfpd.org; cmiller@LCFPD.org
Lake County, College of	19351 W. Washington St.	19351 W. Washington St.	504	\$61.93	Compass	P-30920	212	purchasing@clcillinois.edu; skilby@clcillinois.edu
Lake Villa Township Hwy. Dept.	37908 N. Fairfield Rd	37822 N. Fairfield Road	1500	\$58.00	Compass	P-30920	213	lvthwy@comcast.net
Lake Zurich Community School Dist. #95	66 Church Street, Lake Zurich, IL 60047	66 Church Street	400	\$63.77	Compass	P-30920	214	lyle.erstad@lze95.org
Lake Zurich, Village of	70 E. Main Street Lake Zurich, Illinois 60047	505 Tesler Road	2100	\$58.77	Compass	P-30920	215	mike.cernock@lakezurich.org
Lincolnshire, Village of	1 Olde Half Day Road, Lincolnshire IL 60069	205 Shelter Road	300	\$62.76	Compass	P-30920	216	jmarkham@lincolnshireil.gov
Lindenhurst, Village of	2301 East Sand Lake Road, Lindenhurst, IL 60046	2060 Grass Lake Road	750	\$58.00	Compass	P-30920	217	rpalka@lindenhurstil.org
Mundelein, Village of	801 Allanson Road, Mundelein, IL 60060	801 Allanson Road	960	\$59.76	Compass	P-30920	218	klangler@mundelein.org
Round Lake Beach, Village of	911 Lotus Drive, Round Lake Beach IL 60073	911 Lotus Drive	1000	\$58.93	Compass	P-30920	219	shilts@roundlakebeachil.gov
Round Lake Heights, Village of	619 W Pontiac Ct Round Lake Heights, IL 60073	619 W. Pontiac Court	300	\$61.93	Compass	P-30920	220	jroehik@rlhpd.org
Round Lake Park, Village of	203 Lakeshore Dr. Round Lake Park II 60073	37 Porter Dr.	500	\$61.93	Compass	P-30920	221	sfirmbach@rlpil.com
State, DHS-Kiley, Ann - Developmental Center	1401 West Dugdale Rd., Waukegan, IL 60085	1401 West Dugdale Road	125	\$61.00	Compass	P-30920	222	rick.derue@illinois.gov
STATE, IDOT - FOX LAKE (TS# 115B)	Illinois Department of Transportation Attn: Financial Services 201 West Center Court Schaumburg, IL 60196- 1096	216 WASHINGTON AVENUE, FOX LAKE 60041	1000	\$58.93	Compass	P-30920	223	Laura.Shanley@illinois.gov
STATE, IDOT - GRAYSLAKE (TS# 115)	Illinois Department of Transportation Attn: Financial Services 201 West Center Court Schaumburg, IL 60196- 1096	219 NORTH BARON BLVD, GRAYSLAKE 60030	10000	\$46.68	Compass	P-30920	224	Laura.Shanley@illinois.gov
STATE, IDOT - GURNEE (TS# 116)	Illinois Department of Transportation Attn: Financial Services 201 West Center Court Schaumburg, IL 60196- 1096	3516 WEST WASHINGTON STREET, GURNEE 60031	8000	\$45.75	Compass	P-30920	225	Laura.Shanley@illinois.gov
STATE, IDOT - HIGHLAND PARK (TS# 116H)	Illinois Department of Transportation Attn: Financial Services 201 West Center Court Schaumburg, IL 60196- 1096	1150 HALF DAY RD., HIGHLAND PARK 60035	200	\$63.77	Compass	P-30920	226	Laura.Shanley@illinois.gov
STATE, IDOT - LAKE COUNTY (TS# 116L)	Illinois Department of Transportation Attn: Financial Services 201 West Center Court Schaumburg, IL 60196- 1096	600 W. WINCHESTER, LIBERTYVILLE 60048	1000	\$58.93	Compass	P-30920	227	Laura.Shanley@illinois.gov
STATE, IDOT - LAKE ZURICH (TS# 115A)	Illinois Department of Transportation Attn: Financial Services 201 West Center Court Schaumburg, IL 60196- 1096	700 SOUTH ELA ROAD, LAKE ZURICH 60047	3000	\$51.77	Compass	P-30920	228	Laura.Shanley@illinois.gov
State, Tollway-M-04		I-94 @ Route 132 Milepost 69.8 Northbound	4500	\$49.00	Compass	P-30920	229	EHukic-Hamzic@getipass.com; jdonato@getipass.com;
State, Tollway-Spur		I-294 N. of Lake -Cook Rd. Milepost 53.0 Northbound	3500	\$50.58	Compass	P-30920	230	EHukic-Hamzic@getipass.com; jdonato@getipass.com;
Vernon Township	3050 N Main St, Buffalo Grove, IL 60089	3050 N Main St.	400	\$63.77	Compass	P-30920	231	tracy@vermontownship.com
Volo, Village of	500 S. Fish Lake Rd. Volo, IL 60073	26677 W. Commerce Dr.	180	\$61.93	Compass	P-30920	232	mlemay@villageofvolo.com
Wauconda CUSD #118	225 Osage St, ATTN: Kim Wedl, Wauconda, IL 60084	225 Osage St.	180	\$63.77	Compass	P-30920	233	kwedl@d118.org
Wauconda, Village of	302 Slocum Lake Road, Wauconda, IL 60084	302 Slocum Lake Road	840	\$60.77	Compass	P-30920	234	cwatkins@wauconda-il.gov
Waukegan Public Schools Dist. 60	1201 Sheridan Road, Waukegan IL 60085	215 Edison Court	220	\$61.00	Compass	P-30920	235	dgonzalez@wps60.org
Waukegan, City of	1700 N. McAree Road	1700 N. McAree Road	6000	\$45.75	Compass	P-30920	236	Chris.Garland@waukeganil.gov
Winthrop Harbor, Village Of	830 Sheridan Road, Winthrop Harbor, IL 60096	940 W. Broadway Avenue	600	\$59.41	Compass	P-30920	237	tneargarder@winthropharbor.com
Zion Benton Township High S. D. 126	3901 W 21st Street Zion, IL 60099	3901 W. 21st Street & Kenosha Road	127	\$60.12	Compass	P-30920	238	gehrigj@zbths.org
Zion, City of - Public Works	2828 Sheridan Road Zion IL, 60099	3220 W. 27th Street	2400	\$55.12	Compass	P-30920	239	raylr@zion.il.us
Alden Township	8515 Alden Rd. Harvard IL	8515 Alden Rd.	350	\$63.77	Compass	P-30920	240	gator4bait1@yahoo.com
Algonquin, Village of	110 Meyer Drive Algonquin 60102	110 Meyer Drive	3000	\$53.79	Compass	P-30920	241	vkilcullen@algonquin.org
Burton Township	7510 windsor ave spring grove III 60081	802 Main St	200	\$62.76	Compass	P-30920	242	roadcomm@burtontwp.com
Cary Park District	255 Briargate Road Cary, IL 60013	1200 Silver Lake Road	80	\$65.30	Compass	P-30920	243	progus@carypark.com
Chemung Township	P.O. Box 22 Harvard, Illinois 60033	807 8th Street	800	\$60.77	Compass	P-30920	244	chemung2twp@yahoo.com
Coral Township Hwy. Dept.	6550 Olsen Road	6550 Olsen Road	500	\$66.27	Compass	P-30920	245	coraltwp@sbcglobal.net
Dorr Township	1039 Lake Ave. Woodstock IL 60098	12322 Davis Road	1200	\$60.77	Compass	P-30920	246	highway@dorttownship.com
Grafton Township	10109 Vine St. Unit A, Huntley, IL 60142	10109 Vine St. Unit A	600	\$65.30	Compass	P-30920	247	highwaycom@graftontownship.us
Greenwood Township Road Dist.	5211 Miller Road, Wonder Lake II 60097	5211 Miller Road	960	\$61.57	Compass	P-30920	248	dgoad@wonderwave.net
Hartland Township Road District	15813 nelson rd woodstock il 60098	15813 Nelson Road	400	\$63.77	Compass	P-30920	249	mikemurrayroc@aol.com
Harvard, City of	PO Box 310, Harvard, IL 60033	807 W. Brink St.	1000	\$60.77	Compass	P-30920	250	kruckenberg@cityofharvard.org

Hebron Township Road Dist.	10206 Seaman Road Hebron IL 60034	10206 Seaman Road	600	\$61.93	Compass	P-30920	251	hebronthwcommissioner@gmail.com
Hebron, Village of	P.O. Box 372 hebron IL 60034	10317 Freeman Rd.	300	\$61.93	Compass	P-30920	252	publicworks@villageofhebron.org
Huntley Park District	12015 Mill Street Huntley IL 60142	12201 West Main street	50	\$65.30	Compass	P-30920	253	postrander@huntleyparks.org
Huntley, Village of	10987 Main Street, Huntley, IL 60142	12599 W. Main Street	3000	\$53.30	Compass	P-30920	254	druggles@huntley.il.us
Lake in the Hills, Village of	9010 Haligus Road Lake in the Hills 60156	9010 Haligus Road	1440	\$63.27	Compass	P-30920	255	lfehrman@lith.org
Lakemoor, Village of	28581 Illinois Route 120. Lakemoor, IL 60051	333 Wegner Road	700	\$63.77	Compass	P-30920	256	mdabrowski@lakemoor.net
Lakewood, Village of	2500 Lake Ave Lakewood IL 60014	6570 Haligus Road	800	\$61.57	Compass	P-30920	257	gzickuhr@village.lakewood.il.us
Marengo Community High School Dist. #154	110 Franks Road, Marengo, IL 60152	816 E. Grant	100	\$65.30	Compass	P-30920	258	swansond@mchs154.org
Marengo Township Hwy. Dept.	4010 N IL RT 23 Marengo IL 60152	4010 N. Route 23	1200	\$62.30	Compass	P-30920	259	mgoroadcom@yahoo.com
Marengo, City of	132 E Prairie Street	835 W. Grant Hwy	700	\$65.30	Compass	P-30920	260	Ostreit@cityofmarengo.com
McHenry High School Dist.156	4716 W. Crystal Lake Rd. McHenry IL 60050	4724 W. Crystal Lake Rd	50	\$63.77	Compass	P-30920	261	flackhugh@dist156.org
McHenry School District 15	1011 N. Green Street, McHenry, IL 60050	5805 W. Route 120	225	\$63.77	Compass	P-30920	262	alund@d15.org
Nunda Township	3518 Bay Road Crystal Lake, IL 60012	3518 Bay Road	2500	\$59.57	Compass	P-30920	263	highway@nundaroaddistrict.com
Prairie Grove, Village of	3125 Barreville Road, Prairie Grove, IL 60012	4507 West Gracy Road	500	\$63.77	Compass	P-30920	264	jsinger@prairiegrove.org
Richmond Township Road Dist.	7812 Route 31, Richmond IL, 60071	7812 S Route 31	700	\$61.93	Compass	P-30920	265	richmondroaddistrict@gmail.com
Riley Towhship Road Dist.	8910 IL Route 23, Marengo, IL 60152	8910 Illinois Route 23	400	\$65.30	Compass	P-30920	266	ddiamond@irm.org
Seneca Twp.	16506 Gardenvally rd. Woodstock IL 60098	16506 Garden Valley Road	700	\$63.77	Compass	P-30920	267	traderswany@yahoo.com
Spring Grove, Village of	7401 Meyer Rd. Spring Grove 60081	7401 Meyer Road	1000	\$59.76	Compass	P-30920	268	bwalczak@springgrovevillage.com
STATE, IDOT - ALGONQUIN (TS# 129F)	Illinois Department of Transportation Attn: Financial Services 201 West Center Court Schaumburg, IL 60196- 1096	110 Meyer Drive	200	\$65.79	Compass	P-30920	269	Laura.Shanley@illinois.gov
STATE, IDOT - ALGONQUIN TWSHP (TS# 117C)	Illinois Department of Transportation Attn: Financial Services 201 West Center Court Schaumburg, IL 60196- 1096	3702 Northwest Highway	240	\$64.57	Compass	P-30920	270	Laura.Shanley@illinois.gov
STATE, IDOT - MCHENRY TWSHP (TS# 117D)	Illinois Department of Transportation Attn: Financial Services 201 West Center Court Schaumburg, IL 60196- 1096	3703 North Richmond Road	200	\$63.77	Compass	P-30920	271	Laura.Shanley@illinois.gov
STATE, IDOT - WOODSTOCK (TS# 117)	Illinois Department of Transportation Attn: Financial Services 201 West Center Court Schaumburg, IL 60196- 1096	11916 Catalpa Lane	8400	\$48.52	Compass	P-30920	272	Laura.Shanley@illinois.gov
Beecher, Village of	625 Dixie Highway, P.O. Box 1154, Beecher, IL 60401	30200 Town Center Road	600	\$61.78	Compass	P-30920	273	rbarber@villageofbeecher.org
Bolingbrook, Village of	375 W Briarcliff, Bolingbrook, IL 60440	299 Canterbury Lane	3500	\$50.58	Compass	P-30920	274	kenda@bolingbrook.com; dlavigne@bolingbrook.com
Channahon, Village of	24555 S. Navajo Drive, Channahon, IL 60410	26156 Blackberry Lane	1800	\$59.98	Compass	P-30920	275	edolezal@channahon.org
Crest Hill, City of	1610 Plainfield Road, Crest Hill, Illinois 60403	2090 Oakland Avenue	1300	\$59.58	Compass	P-30920	276	MSiefert@cityofcresthill.com; rwiedeman@cityofcresthill.com
Crete, Village of	524 W Exchang St Crete IL 60417	1201 Douglas	1200	\$57.97	Compass	P-30920	277	meinhorn@villageofcrete.org; jpancrazio@villageofcrete.org
Crete-Monee School Dist. #201-U	Maintenance Facility 295 W Burville Rd, Crete, IL 60417	1201 Douglas Ln	125	\$60.97	Compass	P-30920	278	mcleank@cm201u.org
Elwood, Village of	401 E Mississippi Ave. Elwood, IL 60421	201 E Mississippi Ave	525	\$64.18	Compass	P-30920	279	larry.lohmar@villageofelwood.com
Frankfort, Village of	432 W Nebraska Street, Frankfort, IL 60423	100 Sangmeister Road	3000	\$49.78	Compass	P-30920	280	tkestel@frankfortil.org
Governors State University	1 University Parkway University Park, IL 60484	1 University Parkway	250	\$61.78	Compass	P-30920	281	ajohnson@govst.edu
Jackson Township Hwy. Dept.	18570 Breen rd. Elwood IL 60421	301 Douglas st.	200	\$64.18	Compass	P-30920	282	JACKSONTOWNSHIP@AOL.COM
Lockport High School Dist #205	1323 E 7th St. Lockport IL 60441	17125 Prime Blvd.	75	\$62.58	Compass	P-30920	283	whoward@lths.org
Lockport Township Highway Dept.	111 South Ave. Lockport, Illinois 60441	111 South Ave.	1200	\$59.58	Compass	P-30920	284	lockporthighway@sbcglobal.net
Lockport Township Park Dist.	1811 S. Lawrence Ave, Lockport, IL 60441	1225 Canal Rd	200	\$62.58	Compass	P-30920	285	jloeschen@lockportpark.org
Lockport, City of	222 E. 9th St.	17112 S. Prime Blvd.	2800	\$50.58	Compass	P-30920	286	jcronin@lockport.org
Manhattan, Village of	260 Market Place, Manhattan 60442	100 Marion Street	1500	\$60.37	Compass	P-30920	287	jtyk@villageofmanhattan.org; bburke@VillageOfManhattan.org
Mokena, Village of	11004 Carpenter St. Mokena IL 60448	19004 Wolf Rd.	4000	\$49.78	Compass	P-30920	288	rskolds@mokena.org
Monee, Village of	Attn. DJ Kruzel 5130 W Court Street Monee, IL 60449	5130 West Court Street	600	\$61.78	Compass	P-30920	289	dkruzel@villageofmonee.org
Peotone, Village of	208 E Main St P.O. Box 430	208 E. Main St.	300	\$62.58	Compass	P-30920	290	publicworks@villageofpeotone.com
Plainfield Township Hwy. Dept	22525 W Lockport St, Plainfield, IL 60544	22525 W. Lockport Rd.	100	\$63.37	Compass	P-30920	291	kmariand@plainfield-township.com
Plainfield, Village of	14400 Coil Plus Drive Plainfield, ILL. 60544	14400 Coil Plus Dr.	3600	\$51.37	Compass	P-30920	292	pmiller@goplainfield.com
Rockdale, Village of	79 Moen Ave. Rockdale, IL 60436	811 S. Larkin Ave.	350	\$63.37	Compass	P-30920	293	smokeerock@aol.com
Romeoville, Village of	615 Anderson Drive, Romeoville 60446	615 Anderson Drive	5000	\$49.78	Compass	P-30920	294	Lallen@romeoville.org; mbraasch@romeoville.org
Shorewood, Village of	One Towne Center Boulevard, Shorewood, IL 60404	908 Cottage	800	\$61.18	Compass	P-30920	295	NNORIEGA@vil.shorewood.il.us

State, DOC-Stateville Correctional Center	Attention Business Administrator, 16830 Rt 53, PO Box 112, Joliet, IL 60403	20025 Division Street	200	\$62.58	Compass	P-30920	296	muhjah.u.mccaskill@illinois.gov
STATE, IDOT - BIRDS BRIDGE (TS# 137A)	Illinois Department of Transportation Attn: Financial Services 201 West Center Court Schaumburg, IL 60196-1096 Illinois Department of Transportation Attn: Financial Services 201 West Center Court Schaumburg, IL 60196-1096	22608 S. Frontage Road	3600	\$52.18	Compass	P-30920	297	Laura.Shanley@illinois.gov
STATE, IDOT - I-55 (TS# 137)	Illinois Department of Transportation Attn: Financial Services 201 West Center Court Schaumburg, IL 60196-1096	151 E. South Frontage Road	6000	\$47.33	Compass	P-30920	298	Laura.Shanley@illinois.gov
STATE, IDOT - JOLIET (TS# 135)	Illinois Department of Transportation Attn: Financial Services 201 West Center Court Schaumburg, IL 60196-1096	17430 N. BROADWAY, LOCKPORT 60441	7000	\$47.33	Compass	P-30920	299	Laura.Shanley@illinois.gov
STATE, IDOT - MONEE (TS# 136A)	Illinois Department of Transportation Attn: Financial Services 201 West Center Court Schaumburg, IL 60196-1096	24305 S. GOVERNORS HWY, MONEE 60449	4000	\$49.78	Compass	P-30920	300	Laura.Shanley@illinois.gov
STATE, IDOT - NEW LENOX (TS# 136)	Illinois Department of Transportation Attn: Financial Services 201 West Center Court Schaumburg, IL 60196-1096	1400 WEST MAPLE STREET, NEW LENOX 60451	10000	\$47.33	Compass	P-30920	301	Laura.Shanley@illinois.gov
State, Tollway-Bruce Road		I-355 @ Bruce Road, Milepost 4.0 Northbound	4000	\$50.58	Compass	P-30920	302	EHukic-Hamzic@getipass.com; jdonato@getipass.com;
Steger, Village of	3320 Lewis St. Steger, IL 60475	3043 Lewis St	1200	\$57.97	Compass	P-30920	303	dtoepper@villageofsteger.org; dtoepper@villageofsteger.com
Valley View Community School Dist. 365U	801 W Normantown Rd. Romeoville, IL 60446	41 Forestwood Dr	960	\$58.78	Compass	P-30920	304	hansenja@vvsd.org
Washington Township Hwy. Dept.	30200 town center road beecher Illinois 60401	30200 Town Center Road	500	\$61.78	Compass	P-30920	305	Commissioner@washingtontownshipil.com
Wheatland Township Road Dist.	4232 Tower Ct, Naperville IL 60564	4232 Tower Court	600	\$64.18	Compass	P-30920	306	info@wheatlandroaddistrict.com
Will County Division of Transportation	16841 W. Laraway Rd., Joliet, IL 60433	29817 South Prairie Drive	4320	\$51.37	Compass	P-30920	307	jronaldson@willcountyllinois.com
Will County Division of Transportation	16841 W. Laraway Rd., Joliet, IL 60433	25930 S. Egyptian Trail	2520	\$57.58	Compass	P-30920	308	jronaldson@willcountyllinois.com
Will County Division of Transportation	16841 W. Laraway Rd., Joliet, IL 60433	1240 Caton Farm Road	3000	\$49.78	Compass	P-30920	309	jronaldson@willcountyllinois.com
Will County Division of Transportation	16841 W. Laraway Rd., Joliet, IL 60433	16841 W. Laraway Road	2160	\$60.79	Compass	P-30920	310	jronaldson@willcountyllinois.com
Wilmington, City of	1165 S Water St, Wilmington, IL 60481	747 Widows Road	500	\$65.79	Compass	P-30920	311	accountant@wilmington-il.com; mhoffman@wilmington-il.com
Belvidere Township	8200 Fairgrounds Road	8200 Fairgrounds Road	1200	\$63.99	Compass	P-30920	312	jkrohn@boonecountyll.org
Belvidere, City of	401 Whitney Blvd Belvidere, Illinois 61008	515 West Locust Street	3000	\$54.99	Compass	P-30920	313	banderson@ci.belvidere.il.us
Bonus Township	9015 Marengo Road	9015 Marengo Road	350	\$66.99	Compass	P-30920	314	jkrohn@boonecountyll.org
Boone County Hwy. Dept.	9759 IL Route 76, Belvidere, IL 61008	9759 IL Route 76	2700	\$54.99	Compass	P-30920	315	jkrohn@boonecountyll.org
Boone Township	140 W. Ogden Street	140 W. Ogden Street	250	\$64.57	Compass	P-30920	316	jkrohn@boonecountyll.org
Candlewick/Caledonia Township	13400 IL-76, Poplar Grove, IL 61065	13077 Caledonia Road	420	\$66.27	Compass	P-30920	317	jkrohn@boonecountyll.org
Flora Road District *Boone*	3100 Town Hall Rd, Belvidere, IL 61008	3100 Townhall Road	350	\$66.99	Compass	P-30920	318	jkrohn@boonecountyll.org
Leroy Township	9759 IL Route 76, Belvidere, IL 61008	9743 Blaine Rd	100	\$64.57	Compass	P-30920	319	jkrohn@boonecountyll.org
Manchester Township	9759 IL Route 76, Belvidere, IL 61008	20904 Grade School Rd	100	\$66.27	Compass	P-30920	320	jkrohn@boonecountyll.org
Poplar Grove Township	9759 IL Route 76, Belvidere, IL 61008	302 East Park Street	250	\$65.30	Compass	P-30920	321	jkrohn@boonecountyll.org
Poplar Grove, Village of	200 N Hill St Poplar Grove, IL 61065	201 Edson Road	575	\$65.30	Compass	P-30920	322	mhilden@villageofpoplargo.com
Spring Township	3150 Shattuck Rd, Belvidere, IL 61008	3150 Shattuck Road	240	\$66.99	Compass	P-30920	323	jkrohn@boonecountyll.org
State, IDOT - BELVIDERE (TS# 235)	IL Department of Transportation District 2 819 Depot Ave. Dixon, IL 61021	9797 ILLINOIS ROUTE 76	3100	\$54.99	Compass	P-30920	324	Laura.Shanley@illinois.gov
Carroll County Hwy. Dept.	10735 Mill Road	10735 Mill Road	2400	\$73.40	Compass	P-30920	325	cchwsirena@carroll-county.net
CherryGrove - Shannon Twp.	Cherrygrove-Shannon Township 13 South Cedar Street Shannon Illinois	13 South Cedar Street	250	\$94.61	Compass	P-30920	326	books130@hotmail.com
Freedom Township	19987 Townhall Rd. Lanark IL 61046	19987 Townhall Rd.	150	\$94.29	Compass	P-30920	327	jomyers@jcwifi.com
Lanark, City of	111A S. Broad Street	121 N. Boyd	375	\$94.29	Compass	P-30920	328	streets@lanarkil.gov
Milledgeville, Village of	344 N. Main P.O. Box 639 Milledgeville IL 61051	407 E. 4th St.	150	\$94.61	Compass	P-30920	329	mvillevwtp@hotmail.com
Mount Carroll, City of	302 N Main St. Mount Carroll, IL 61053	310 S Mill St.	300	\$93.40	Compass	P-30920	330	mtcarroll@jcwifi.com
Rock Creek Lima Township	25123 Locust Rd, Lanark IL, 61046	25123 E Locust	175	\$94.29	Compass	P-30920	331	pcic.jwm33@yahoo.com
Savanna, City of	333 Chicago Ave, Savanna, IL 61074	9986 Wacker Rd	550	\$93.40	Compass	P-30920	332	jilindeman@savanna-il.us
STATE, IDOT - MT CARROLL (TS# 241)	IL Department of Transportation District 2 819 Depot Ave. Dixon, IL 61021	10646 Mill Road	3200	\$61.40	Compass	P-30920	333	Laura.Shanley@illinois.gov
Thomson, Village of	PO box 244 Thomson IL 61285	2201 Market Street	100	\$93.40	Compass	P-30920	334	thomsonpublicworks@gmail.com
Wysox Township	301 N main st Milledgeville Illinois 61051	301 N. Main St.	100	\$94.61	Compass	P-30920	335	benhayen@yahoo.com

Colona, City of	City of Colona P.O. Box 170 Colona IL 61241	4356 Poppy Garden Rd	250	\$91.44	Compass	P-30920	336	mike@colonail.com
Galva, City of	PO BOX 171, Galva, IL 61434	949 SE 2nd St	200	\$94.31	Compass	P-30920	337	cityadministration@gmail.com
Geneseo, City of	115 S. Oakwood Ave. Geneseo, IL 61254	686 S. Chicago Street	550	\$92.30	Compass	P-30920	338	cvandewoestyne@cityofgeneseo.com
Henry County Hwy. Dept.	100 N. East Road, Cambridge IL 61238	100 North East Rd.	2700	\$72.81	Compass	P-30920	339	highway@henrycty.com
Orion, Village of	P.O. Box 69, Orion, IL 61273-0069	810 4th Street	75	\$91.73	Compass	P-30920	340	vclerk@orionil.org
STATE, IDOT - GALVA (TS# 212A)	IL Department of Transportation District 2 819 Depot Ave. Dixon, IL 61021	818 S.E. 1ST STREET, GALVA 61434	1300	\$79.31	Compass	P-30920	341	Laura.Shanley@illinois.gov
STATE, IDOT - GENESEO (TS# 251)	IL Department of Transportation District 2 819 Depot Ave. Dixon, IL 61021	828 NORTH COLLEGE AVENUE, GENESEO 61254	4200	\$64.30	Compass	P-30920	342	Laura.Shanley@illinois.gov
STATE, IDOT - LYNN CENTER (TS# 212)	IL Department of Transportation District 2 819 Depot Ave. Dixon, IL 61021	4687 ROUTE 81, LYNN CENTER 61262	2000	\$72.30	Compass	P-30920	343	Laura.Shanley@illinois.gov
Derinda Township	8550 South Massbach Road, Elizabeth, IL 61028	7952 South Derinda Road	100	\$94.61	Compass	P-30920	344	ghostrec7@gmail.com
Dunleith Township	PO Box 124 East Dubuque, Illinois 61025	7753 North Badger Road	500	\$72.88	Compass	P-30920	345	sedsaotocare@yahoo.com
East Dubuque, City of	261 Sinsinawa Avenue	200 Boat Ramp Road	650	\$72.88	Compass	P-30920	346	mfluhr@cityofeastdubuque.com; jmai@cityofeastdubuque.com
East Galena Township	PO Box 124 East Dubuque, Illinois 61025	7753 North Badger Road	200	\$73.75	Compass	P-30920	347	mvince68@hotmail.com
Elizabeth Township	3586 S. Ebys Mill Rd., Elizabeth, IL 61028	3586 S. Ebys Mill Rd.	75	\$94.61	Compass	P-30920	348	jeffspoerl@gmail.com
Elizabeth, Village of	PO Box 236, Elizabeth, IL 61028	310 West Street	75	\$94.61	Compass	P-30920	349	jmensendike.voe@gmail.com
Galena, City of	101 Green Street, Galena IL 61036	1801 Fields Street	960	\$70.75	Compass	P-30920	350	mjoldenburg@cityofgalena.org
Guilford Township	1973 Rawlins Road Elizabeth Illinois 61028	1973 W. Rawlins	350	\$94.61	Compass	P-30920	351	guilfordtwp@jcwifi.com; dlistern@hotmail.com
Hanover, Village of	P.O. Box 12A, Hanover, IL 61041	203 Fillmore St.	75	\$93.40	Compass	P-30920	352	villagehall@villageofhanover.com
Jo Daviess County Hwy. Dept.	#1 Commercial Drive, Suite #3, Hanover IL 61041	#1 Commercial Drive - Suite 3	2000	\$73.40	Compass	P-30920	353	jschonhoff@jodaviess.org
Menominee Township	7447 North Menominee road East Dubuque IL 61025	7447 North Menominee Road	360	\$72.88	Compass	P-30920	354	danejackson@yousq.net
Menominee, Village of	P O Box 135 East Dubuque, IL 61025	8389 North Badger Road	100	\$72.88	Compass	P-30920	355	lawlers7@frontier.net
Rice Township	3260 South Rocky Hill Road	3260 South Rocky Hill Road	175	\$73.75	Compass	P-30920	356	cncshop@live.com
STATE, IDOT - GALENA (TS# 242A)	IL Department of Transportation District 2 819 Depot Ave. Dixon, IL 61021	5988 HIGH RIDGE ROAD, GALENA 61036	2700	\$68.75	Compass	P-30920	357	Laura.Shanley@illinois.gov
STATE, IDOT - STOCKTON (TS# 242)	IL Department of Transportation District 2 819 Depot Ave. Dixon, IL 61021	600 NORTH SIMMONS STREET, STOCKTON 61085	2700	\$75.00	Compass	P-30920	358	Laura.Shanley@illinois.gov
Stockton Township Road Dist.	510 W. Front Ave. Stockton, IL 61085	510 West Front avenue	25	\$95.00	Compass	P-30920	359	white6@jisp.net
Stockton, Village of	155 W. Front Avenue, PO Box 186, Stockton, IL 61085	104 Cherry Street	300	\$95.00	Compass	P-30920	360	sprice@villageofstockton.com
Thompson Township Road Dist.	1998 N. Brandt Rd. Elizabeth IL 61028	1998 N. Brandt Road	125	\$94.61	Compass	P-30920	361	roaddistrict18@gmail.com
Warren, Village of	P.O. Box 581 Warren, 61087	113 Cole St.	100	\$96.20	Compass	P-30920	362	vofwarr@gmail.com
Woodbine Township	2498 S Brown Rd, Stockton IL 61085	2498 North Brown Road	100	\$95.00	Compass	P-30920	363	bcbhau@jcwifi.com
Amboy, City of	227 East Main St Amboy IL 61310	1 Water St.	75	\$95.00	Compass	P-30920	364	amboypw@gmail.com
Ashton, Village Of	810 Main St PO Box 186 Ashton IL 61006	804 S 1st St.	100	\$95.55	Compass	P-30920	365	mayor61006@yahoo.com
Dixon Township	315 Highland Ave.	959 Stony Point Rd.	1000	\$79.61	Compass	P-30920	366	dixontwp@gmail.com
Dixon, City of	121 W Second St., Dixon 61021	619 W Seventh St.	1600	\$79.61	Compass	P-30920	367	jim.canterbury@discoverdixon.org; sharri.miller@discoverdixon.org
Lee County Hwy. Dept	1629 Lee Center Road PO Box 193, Amboy, IL 61310	1629 Lee Center Road	3000	\$75.00	Compass	P-30920	368	leecoeng@comcast.net
Nachusa Township	1341 IL Route 38 Franklin Grove IL 61031	1263 Market St	260	\$95.00	Compass	P-30920	369	appfarms@yahoo.com
Nachusa Township	1341 IL Route 38 Franklin Grove IL 61031	1257 Market St	260	\$95.30	Compass	P-30920	370	appfarms@yahoo.com
Palmyra Township	214 Palmyra Rd Dixon IL 61021	214 A Palmyra Road	200	\$94.61	Compass	P-30920	371	dstorey.palmyraroaddist@gmail.com
Sauk Valley Community College	173 IL Route 2 Dixon, IL 61021	173 IL Route 2	50	\$94.61	Compass	P-30920	372	nicole.m.ellis@svcc.edu
STATE, IDOT - AMBOY (TS# 221)	IL Department of Transportation District 2 819 Depot Ave. Dixon, IL 61021	1502 US 30, AMBOY 61310	4700	\$63.00	Compass	P-30920	373	Laura.Shanley@illinois.gov
STATE, IDOT - COMPTON (BIN) (TS# 221T)	IL Department of Transportation District 2 819 Depot Ave. Dixon, IL 61021	2857 US 30, COMPTON 61318	25	\$70.53	Compass	P-30920	374	Laura.Shanley@illinois.gov
STATE, IDOT - COMPTON (TS# 221A)	IL Department of Transportation District 2 819 Depot Ave. Dixon, IL 61021	2857 US 30, COMPTON 61318	2500	\$62.53	Compass	P-30920	375	Laura.Shanley@illinois.gov
State, Tollway-M-12		I-88 @ Route 26, Milepost 54.3 Westbound	3500	\$62.61	Compass	P-30920	376	EHukic-Hamzic@getipass.com; jdonato@getipass.com;
Wyoming Township	PO Box 385, Paw Paw, IL 61353	426 Clark Street	50	\$69.79	Compass	P-30920	377	wyotwn@ppil.us
Byron Community Unit School Dist. #226	696 N Colfax St. Byron, IL 61010	696 N Colfax	100	\$70.78	Compass	P-30920	378	bhall@byron226.org
Davis Junction, Village Of	PO Box 207, Davis Junction, IL 61020	5003 Illinois Route 251	175	\$70.78	Compass	P-30920	379	streets@davisjunction.com; bferge@davisjunction.com
Flagg Township	11649 E. Flagg Rd., Rochelle, IL 61068	11649 Flagg Road	400	\$71.39	Compass	P-30920	380	scottseebach@gmail.com

Forreston, Village Of	102 S. Walnut ave , Forreston , Ill. 61030	205 S. Ash Ave.	75	\$95.30	Compass	P-30920	381	publicworks@village of forreston.org
Hillcrest, Village of	204 HILLCREST AVE, ROCHELLE, IL 61068	204 Hillcrest Ave	75	\$71.39	Compass	P-30920	382	clerk@hillcrestil.us
Marion Township	400 West Roosevelt Rd., Stillman Valley, IL 61084	400 W. Roosevelt Road	450	\$70.78	Compass	P-30920	383	mariontownship1@comcast.net
Ogle County Highway Dept.	989 South IL Route 2, Oregon, IL 61061	1989 IL Route 2 South	4000	\$63.55	Compass	P-30920	384	jciesiel@oglecounty.org
Polo, City of	115 S. Franklin Ave. Polo, IL 61064	200 S. Green Ave.	100	\$95.30	Compass	P-30920	385	cityclerk@poloil.org
STATE, IDOT - CRESTON (TS# 231C)	IL Department of Transportation District 2 819 Depot Ave. Dixon, IL 61021	5870 South Mufford Road	2700	\$58.60	Compass	P-30920	387	Laura.Shanley@illinois.gov
STATE, IDOT - DAVIS JUNCTION (TS# 231B)	IL Department of Transportation District 2 819 Depot Ave. Dixon, IL 61021	13933 E. IL. 72	1200	\$67.78	Compass	P-30920	388	Laura.Shanley@illinois.gov
STATE, IDOT - FORRESTON (TS# 231A)	IL Department of Transportation District 2 819 Depot Ave. Dixon, IL 61021	707 N. Walnut Avenue	1000	\$80.30	Compass	P-30920	389	Laura.Shanley@illinois.gov
STATE, IDOT - OREGON (TS# 231)	IL Department of Transportation District 2 819 Depot Ave. Dixon, IL 61021	511 Hill Street	3400	\$63.55	Compass	P-30920	390	Laura.Shanley@illinois.gov
State, Tollway-Rt.251		I-88 @ Route 251, Milepost 76.1 Westbound	2000	\$66.39	Compass	P-30920	391	EHukic-Hamzic@getipass.com; jdonato@getipass.com;
Black Hawk College	6600 34th Avenue	3645 4th Ave.	150	\$91.14	Compass	P-30920	392	mcchurchr@bhc.edu
Blackhawk Township Road District	230 West 4th St. Milan, IL 61264	1271 West 13th St	400	\$91.14	Compass	P-30920	393	jeaniechapman@yahoo.com
Bowling Township Road District	851 W 10th ave, P>O> Box 797 Milan, IL 61264	16816 28th Street	175	\$91.14	Compass	P-30920	394	bowlingrc1@gmail.com
Carbon Cliff, Village of	1001 Mansur Avenue, Carbon Cliff, Illinois 61239	401 Sinclair Blvd	100	\$91.44	Compass	P-30920	395	vcc.director@gmail.com
Coal Valley Township	P.O. Box 337	106 W. 1st Street	200	\$91.14	Compass	P-30920	396	jemitche402@yahoo.com
Coal Valley, Village of	PO BOX 105 COAL VALLEY, IL 61240	1002 EAST 19TH AVENUE	150	\$91.14	Compass	P-30920	397	Rhamerlinck@coalvalleyil.org
Coe Township	9327 239th Street North, Port Byron IL 61257	9327 239th Street North	85	\$91.73	Compass	P-30920	398	coetownshiroads@gmail.com
Cordova Township - Road and Bridge	851 W 10th Ave - P.O. Box #797 Milan, IL 61264- 0797	15605 250th ST. N.	200	\$92.30	Compass	P-30920	399	jlstatronthc@gmail.com
Cordova, Village of	Box 6 107 9th Street South Cordova Il 61242	107 9th St. South	100	\$92.30	Compass	P-30920	400	cordovavillageil@gmail.com
East Moline, City of	1200-13th Ave East Moline IL. 61244	1200 13th Ave	2160	\$71.14	Compass	P-30920	401	tstickler@eastmoline.com
Hampton Township Road District	PO Box 797, Milan, IL. 61264	5030 8th Ave.	480	\$91.14	Compass	P-30920	402	dennhardtgene@gmail.com
Hampton, Village of	PO Box 77	903 4th St.	180	\$91.44	Compass	P-30920	403	hamptonil@hamptonil.org; etoalson@hamptonil.org
Milan, Village of	613 1st Avenue West	613 1st Avenue West	1000	\$76.14	Compass	P-30920	404	davepannell@milan.il.us
Moline, City of	3635 4th Avenue, Moline, IL 61265	3635 4th Ave.	5000	\$63.14	Compass	P-30920	405	rschick@moline.il.us
Port Byron, Village of	120 S. Main St	300 S. High St	125	\$91.73	Compass	P-30920	406	pbpw@portbyronil.com
Rapids City, Village of	PO Box 134, Rapids City, IL 61278	730 17th Street	125	\$91.73	Compass	P-30920	407	vorc@rapidscity.us
Rock Island County Highway Dept.	P.O. Box 797, Milan, IL. 61264	851 W. 10th Ave.	1800	\$76.14	Compass	P-30920	408	jmassa@co.rock-island.il.us
Rock Island County Highway Dept.	P.O. Box 797, Milan, IL. 61264	1570 Hubbard Road	4200	\$63.14	Compass	P-30920	409	jmassa@co.rock-island.il.us
Rock Island, City of	1309 Mill Street Rock Island, IL 61201	1309 Mill St.	4300	\$62.91	Compass	P-30920	410	bartels.michael@rigov.org
Silvis, City of	121 11th Street, Silvis IL 61282	1205 1st Avenue	1200	\$76.14	Compass	P-30920	411	smckay@silvispw.org
South Moline Township Road District	3310 48th Ave Moline,IL 61265	3310 48th Avenue	100	\$90.91	Compass	P-30920	412	Highway@southmolinetownship.com
State, DOC-East Moline Corr. Center	100 Hillcrest Rd., East Moline, IL. 61244	100 Hillcrest Road	125	\$91.14	Compass	P-30920	413	lauri.graham@illinois.gov; doc.eastmoline.businessoffice@illinois.gov
STATE, IDOT - HILTON STORAGE (TS# 211B)	IL Department of Transportation District 2 819 Depot Ave. Dixon, IL 61021	1713 1/2 1st AVENUE E, MILAN 61264	25	\$91.14	Compass	P-30920	414	Laura.Shanley@illinois.gov
STATE, IDOT - MILAN (TS# 211)	IL Department of Transportation District 2 819 Depot Ave. Dixon, IL 61021	4128 69TH AVENUE, MILAN 61264	7200	\$63.14	Compass	P-30920	415	Laura.Shanley@illinois.gov
STATE, IDOT - SILVIS (TS# 211A)	IL Department of Transportation District 2 819 Depot Ave. Dixon, IL 61021	1500 214TH STREET NORTH, EAST MOLINE 61244	3300	\$63.14	Compass	P-30920	416	Laura.Shanley@illinois.gov
Buckeye Township	7990 IL Route 26 NorthFreeport, IL 61032	7990 IL Route 26 North	100	\$72.46	Compass	P-30920	417	tommulder1960@gmail.com
Cedarville, Village of	P.O. Box 421, Cedarville, IL 61013	450 W Second St.	75	\$72.46	Compass	P-30920	419	cedarville1@comcast.net
Erin Township	2699 North Unity RoadLena, IL 61048	2699 North Unity Road	50	\$95.55	Compass	P-30920	420	8163lee@gmail.com
Florence Township	4076 West Becker School RoadFreeport, IL 61032	4076 West Becker School Road	150	\$72.46	Compass	P-30920	421	william.murphy39@gmail.com
Freeport Park Dist.	1122 S. Burchard Ave. Freeport Il, 61032	1801 South Park BLVD.	150	\$96.20	Compass	P-30920	422	dblomberg@freeportparkdistrict.org
Freeport, City of	1001 N. Island Ave.	1001 N. Island Ave.	3125	\$64.20	Compass	P-30920	423	pwdispachtr@cityoffreeport.org
Harlem Township	2760 N. Harlem Center RoadFreeport, IL 61032	2760 N. Harlem Center Road	250	\$72.46	Compass	P-30920	424	harlemtwp@gmail.com
Lena, Village of	122 E Main St., PO Box 607, Lena, IL 61048-0607	230 Townline Road	325	\$95.55	Compass	P-30920	425	president@villageoflena.com
Loran Township	215 E. South St. Pearl City, IL 61062	215 E. South St.	100	\$95.00	Compass	P-30920	426	dakotasarg21@gmail.com
Oneco Township	507 W Ridge Road Orangeville, IL 61060- 9795	6285 IL Route 73 N	50	\$95.55	Compass	P-30920	427	stcohwy@co.stephenson.il.us
Ridott Township	1474 S. Farwell Bridge Rd Ridott, IL 61067-9634	1474 Farwell Bridge Rd.	100	\$72.46	Compass	P-30920	428	bpeight@stepensoncountylil.gov

Rock Grove Township	11700 North Juda Road Orangeville, IL 61060	11700 North Juda Road	75	\$69.65	Compass	P-30920	429	rockgroverd@gmail.com
Rock Run Township	300 E. Center St. Rock City, IL 61070	300 E. Center St.	75	\$69.65	Compass	P-30920	430	stcohwy@co.stephenson.il.us
Silver Creek Township	4527 S. Hollywood Rd Baileyville, IL 61007-9623	4527 S. Hollywood Rd	175	\$95.55	Compass	P-30920	431	wichman_1997@yahoo.com
STATE, IDOT - ELEROY (TS# 243)	IL Department of Transportation District 2 819 Depot Ave. Dixon, IL 61021	1856 BOLTON ROAD, FREEPORT 61032	4200	\$60.46	Compass	P-30920	432	Laura.Shanley@illinois.gov
Stephenson County Hwy. Dept.	295 W. Lamm Road Freeport, IL 61032	295 W. Lamm Road	1500	\$69.46	Compass	P-30920	433	stcohwy@stephensoncountyll.gov
Waddams Township and Highway Dept.	9500 N. Hulbert Road McConnell, IL 61050	9500 N. Hulbert Road	100	\$96.20	Compass	P-30920	434	stcohwy@co.stephenson.il.us
West Point Township	11990 W. Main Rd Lena, IL 61048	6285 IL Route 73 N	125	\$95.55	Compass	P-30920	435	stcohwy@co.stephenson.il.us; jondaws@hotmail.com
Winslow Township	13812 IL RT 73 N Winslow, IL 61089	13812 IL RT 73 N	50	\$95.55	Compass	P-30920	436	stcohwy@co.stephenson.il.us
Erie, Village of	PO Box 37	400 7th Ave.	25	\$92.81	Compass	P-30920	437	jpvilleageoferieill@gmail.com
Fulton, City of	415 11th avenue Fulton IL 61252	1404 16th avenue	720	\$78.21	Compass	P-30920	438	dan.clark@cityoffulton.us
Hopkins Township Road District	PO BOX 16 Galt IL 61037	24719 Emerson Road	400	\$93.40	Compass	P-30920	439	skinny69@gmail.com
Morrison, City of	200 W. Main St, Morrison, IL 61270	14601 Norrish Rd.	500	\$93.40	Compass	P-30920	440	mgarland@morrisonil.org; lmatlack@morrisonil.org
Rock Falls, City of	603 West 10th Street, Rock Falls, IL 61071	905 East 11th Street	1800	\$78.40	Compass	P-30920	441	lspinka@rockfalls61071.com
STATE, IDOT - LYNDON (TS# 244B)	IL Department of Transportation District 2 819 Depot Ave. Dixon, IL 61021	15023 MOLINE ROAD, LYNDON 61261	1200	\$78.40	Compass	P-30920	442	Laura.Shanley@illinois.gov
STATE, IDOT - LYNDON TARPED (BIN) (TS# 244T)	IL Department of Transportation District 2 819 Depot Ave. Dixon, IL 61021	15023 MOLINE ROAD, LYNDON 61261	25	\$93.40	Compass	P-30920	443	Laura.Shanley@illinois.gov
STATE, IDOT - MORRISON (TS# 244A)	IL Department of Transportation District 2 819 Depot Ave. Dixon, IL 61021	13590 GARDEN PLAIN ROAD, MORRISON 61270	2600	\$73.40	Compass	P-30920	444	Laura.Shanley@illinois.gov
STATE, IDOT - ROCK FALLS (TS# 244)	IL Department of Transportation District 2 819 Depot Ave. Dixon, IL 61021	1004 EAST ROUTE 30, ROCK FALLS 61071	4000	\$61.40	Compass	P-30920	445	Laura.Shanley@illinois.gov
Sterling Community Unit School Dist. #5	410 E. LeFevre Road, Sterling, IL 61081-1391	410 East LeFevre Road	75	\$93.40	Compass	P-30920	446	bmusselman@sps5.org
Sterling, City of	212 3rd Ave, Sterling, 61081	1605 Avenue L	1440	\$78.40	Compass	P-30920	447	bschrader@sterling-il.gov
Whiteside County Hwy. Dept.	18819 Lincoln Rd, Morrison, IL 61270	18819 Lincoln Road	6170	\$61.40	Compass	P-30920	448	jgreeley@whiteside.org
Cherry Valley, Village of	806 E. State St. Cherry Valley, IL 61016	7407 VanDiver Rd.	1000	\$65.51	Compass	P-30920	449	sstrasser@cherryvalley.org
Rockford, City of	425 East State Street, Rockford, IL 61104	523 South Central Avenue	18000	\$53.26	Compass	P-30920	450	Dajana.Glisic@rockfordil.gov
Rockton Township	1301 N. Blackhawk Blvd.	1301 N. Blackhawk Blvd.	500	\$66.27	Compass	P-30920	451	rocktonhwy@charter.net
STATE, IDOT - ROCKFORD (TS# 232)	IL Department of Transportation District 2 819 Depot Ave. Dixon, IL 61021	4109 11TH STREET, ROCKFORD 61109	4000	\$56.51	Compass	P-30920	452	Laura.Shanley@illinois.gov
STATE, IDOT - ROSCOE (TS# 234)	IL Department of Transportation District 2 819 Depot Ave. Dixon, IL 61021	9988 NORTH 2ND STREET, ROSCOE 61073	3200	\$54.27	Compass	P-30920	453	Laura.Shanley@illinois.gov
State, Tollway-M-07		I-90 @ Business Route 20, Milepost 63.4 Westbound	4600	\$56.51	Compass	P-30920	454	EHukic-Hamzic@getpass.com; jdonato@getpass.com;
Winnebago Township Hwy. Dept.	9027 Kelley Road, W1817 North Court Street Marion Illinois 62959	600 W. Soper St.	250	\$69.65	Compass	P-30920	455	aaronrowley75@gmail.com
Winnebago, Village of	108 W. Main St. Winnebago IL 61088	600 W. Soper St.	350	\$69.65	Compass	P-30920	456	jjohnson@villageofwinnebago.com
Arispie Township	P.O. Box 438	327 Owens Street	60	\$68.47	Compass	P-30920	457	1971razzle@gmail.com
Bureau County Highway Dept.	595 Elm Place, Princeton IL 61356	595 Elm Place	1440	\$62.70	Compass	P-30920	458	bchcoeng@nbsmail.net
DePue, Village of	111 west second street DePue 61322	905 West Fourth Street	100	\$66.89	Compass	P-30920	459	bruceyuvan@yahoo.com
Indiantown Township	P.O. Box 362 Tiskilwa Illinois 61368	730 Brewster Street	250	\$68.47	Compass	P-30920	460	Rexeelmore@gmail.com
Ladd , Village of	PO Box 305 Ladd IL 61329-0305	412 N Chicago Ave.	250	\$66.89	Compass	P-30920	461	info@villageofladd.com
Princeton Township	235 E. Railroad Ave. Princeton, IL 61356	235 E. Railroad Ave	225	\$68.70	Compass	P-30920	462	princtontownship@comcast.net
Princeton, City of	2 South Main Street Princeton, Illinois 61356	1105 North Euclid Avenue	800	\$62.70	Compass	P-30920	463	qquiram@princeton-il.com
Spring Valley, City of	215 N. Greenwood St. Illinois Department of Transportation 700 E. Norris Dr. Ottawa, IL 61350	400 W. 1st St	350	\$66.70	Compass	P-30920	465	svpublicworks@comcast.net
STATE, IDOT - LADD (TS# 347)	Illinois Department of Transportation 700 E. Norris Dr. Ottawa, IL 61350	33251 1525 N. Road	4000	\$56.45	Compass	P-30920	466	Laura.Shanley@illinois.gov
STATE, IDOT - LANGLEY (TS# 345B)	Illinois Department of Transportation 700 E. Norris Dr. Ottawa, IL 61350	8761 1665 N. AVENUE, SHEFFIELD 61361	2500	\$74.31	Compass	P-30920	467	Laura.Shanley@illinois.gov
STATE, IDOT - PRINCETON (TS# 345)	Illinois Department of Transportation 700 E. Norris Dr. Ottawa, IL 61350	17999 1500 N. AVENUE, PRINCETON 61356	4500	\$58.45	Compass	P-30920	468	Laura.Shanley@illinois.gov
Wyanet, Village of	116 N. Locust St., Wyanet, IL 61379	650 S. King St.	25	\$69.61	Compass	P-30920	470	villageofwyannet@comcast.net
DeKalb County Highway Dept. - Afton Twp.	1826 Barber Greene Road, DeKalb, IL 60115	10315 Keslinger Rd	220	\$68.99	Compass	P-30920	471	srichardson@dekalbcounty.org
DeKalb County Highway Dept. - Clinton Twp.	1826 Barber Greene Road, DeKalb, IL 60115	215 West Adams	100	\$68.19	Compass	P-30920	472	srichardson@dekalbcounty.org
DeKalb County Highway Dept. - Cortland Twp.	1826 Barber Greene Road, DeKalb, IL 60115	14 S Prairie St	390	\$68.19	Compass	P-30920	473	srichardson@dekalbcounty.org
DeKalb County Highway Dept. - DeKalb Twp.	1826 Barber Greene Road, DeKalb, IL 60115	2323 S 4th St	150	\$68.99	Compass	P-30920	474	srichardson@dekalbcounty.org
DeKalb County Highway Dept. - Franklin Twp.	1826 Barber Greene Road, DeKalb, IL 60115	32520 Irene Rd	275	\$69.65	Compass	P-30920	475	srichardson@dekalbcounty.org

DeKalb County Highway Dept.- Hinckley Village	1826 Barber Greene Road, DeKalb, IL 60115	100 East Sandwich Rd	160	\$67.39	Compass	P-30920	476	srichardson@dekalbcounty.org
DeKalb County Highway Dept.- Kingston Twp.	1826 Barber Greene Road, DeKalb, IL 60115	2020 Johnson Court	240	\$68.51	Compass	P-30920	477	srichardson@dekalbcounty.org
DeKalb County Highway Dept.- Kingston Village	1826 Barber Greene Road, DeKalb, IL 60115	Lot C - 207 W Kingston	100	\$68.51	Compass	P-30920	478	srichardson@dekalbcounty.org
DeKalb County Highway Dept.- Kirkland Village	1826 Barber Greene Rd, DeKalb, IL 60115	300 North 7th st	300	\$69.65	Compass	P-30920	479	srichardson@dekalbcounty.org
DeKalb County Highway Dept.- Kishwaukee College	1826 Barber Greene Road, DeKalb, IL 60115	21193 Malta Rd	110	\$69.79	Compass	P-30920	480	srichardson@dekalbcounty.org
DeKalb County Highway Dept.- Malta Twp.	1826 Barber Greene Road, DeKalb, IL 60115	2323 S 4th St	100	\$68.99	Compass	P-30920	481	srichardson@dekalbcounty.org
DeKalb County Highway Dept.- Mayfield Twp.	1826 Barber Greene Road, DeKalb, IL 60115	26925 Church Rd	120	\$68.19	Compass	P-30920	482	srichardson@dekalbcounty.org
DeKalb County Highway Dept.- Milan Twp.	1826 Barber Greene Road, DeKalb, IL 60115	14989 Shabbona Rd	54	\$68.99	Compass	P-30920	483	srichardson@dekalbcounty.org
DeKalb County Highway Dept.- Sandwich Twp.	1826 Barber Greene Road, DeKalb, IL 60115	15 North Green St	240	\$67.39	Compass	P-30920	484	srichardson@dekalbcounty.org
DeKalb County Highway Dept.- Shabbona Twp.	1826 Barber Greene Road, DeKalb, IL 60115	327 S Pontiac Street	50	\$68.99	Compass	P-30920	485	srichardson@dekalbcounty.org
DeKalb County Highway Dept.- Shop	1826 Barber Greene Road, DeKalb, IL 60115	1826 Barber Greene Road	4425	\$56.99	Compass	P-30920	486	srichardson@dekalbcounty.org
DeKalb County Highway Dept.- Somonauk Twp.	1826 Barber Greene Road, DeKalb, IL 60115	2990 Council Road	150	\$67.39	Compass	P-30920	487	srichardson@dekalbcounty.org
DeKalb County Highway Dept.- Somonauk Village	1826 Barber Greene Road, DeKalb, IL 60115	500 South Gage Street	225	\$67.39	Compass	P-30920	488	srichardson@dekalbcounty.org
DeKalb County Highway Dept.- South Grove Twp.	1826 Barber Greene Road, DeKalb, IL 60115	241 Old State Road	50	\$69.65	Compass	P-30920	489	srichardson@dekalbcounty.org
DeKalb County Highway Dept.- Sycamore twp.	1826 Barber Greene Road, DeKalb, IL 60115	545 Brickville Rd	900	\$65.19	Compass	P-30920	490	srichardson@dekalbcounty.org
DeKalb County Highway Dept.- Town of Cortland	1826 Barber Greene Road, DeKalb, IL 60115	54 Mary Aldis Lane	240	\$68.19	Compass	P-30920	491	srichardson@dekalbcounty.org
DeKalb County Highway Dept.- Waterman Shop	1826 Barber Greene Road, DeKalb, IL, 60115	155 E Lincoln Hwy	1200	\$65.19	Compass	P-30920	492	srichardson@dekalbcounty.org
DeKalb County Highway Dept.- Waterman Village	1826 Barber Greene Road, DeKalb, IL 60115	215 West Adams	75	\$68.19	Compass	P-30920	493	srichardson@dekalbcounty.org
DeKalb Twp. Road Dept.	2323 S. 4th St.	2323 S. 4th St.	250	\$68.99	Compass	P-30920	494	csmith@dekalbtownship.org
DeKalb, City of	1316 Market St. DeKalb IL 60115	1316 Market St.	3900	\$56.99	Compass	P-30920	495	jon.ormond@cityofdekalb.com
Genoa Kingston Cusd. #424	980 Park Ave. Genoa IL 60135	980 Park Ave.	60	\$67.86	Compass	P-30920	496	jratliff@gkschools.org
Genoa, City of	333 E. First St., Genoa, Illinois 60135	100 Madison Street	250	\$67.86	Compass	P-30920	497	jflury@genoa-il.com
Northern Illinois University	Lowden Hall 204, Dekalb IL 60115; accountspayablesrvs@niu.edu	1350 Stadium Drive South	400	\$68.99	Compass	P-30920	498	klam@niu.edu; dtholliday@niu.edu
Sandwich, City of	144 E. Railroad Street, Sandwich, IL 60548	307 E. Railroad Street	600	\$67.39	Compass	P-30920	499	city.engineer@sandwich.il.us
STATE, IDOT - SYCAMORE (TS# 346)	Illinois Department of Transportation 700 E. Norris Dr. Ottawa, IL 61350	351 E. PAGE STREET, SYCAMORE 60178	2500	\$63.19	Compass	P-30920	500	Laura.Shanley@illinois.gov
STATE, IDOT - WATERMAN (TS# 346B)	Illinois Department of Transportation 700 E. Norris Dr. Ottawa, IL 61350	9741 EAST LINCOLN HWY, WATERMAN 60556	700	\$65.19	Compass	P-30920	501	Laura.Shanley@illinois.gov
State, Tollway-M-11		I-88 @ Annie Glodden Road, Milepost 91.4 Westbound	3500	\$56.99	Compass	P-30920	502	EHukic-HamZic@getipass.com; jdonato@getipass.com;
Gibson, City of	PO Box 545, Gibson City, IL 60936	635 N State Street	240	\$74.83	Compass	P-30920	503	citysupt@gcpd.net
Paxton, City of	145 South Market - PO Box 59	755 N Railroad	400	\$73.00	Compass	P-30920	504	tjensen@cityofpaxton.com
STATE, IDOT - GIBSON CITY (TS# 336)	Illinois Department of Transportation 700 E. Norris Dr. Ottawa, IL 61350	915 S. ILLINOIS DRIVE, GIBSON CITY 60936	2200	\$69.83	Compass	P-30920	505	Laura.Shanley@illinois.gov
Aux Sable Township	245 North IL Route 47, Morris, IL 60450	8960 E Route 6	125	\$66.58	Compass	P-30920	506	sjanczak@grundycyco.org
Braceville, Village of	245 North IL Route 47, Morris, IL 60450	121 W Main	75	\$67.39	Compass	P-30920	507	sjanczak@grundycyco.org
Coal City, Village of	245 North IL Route 47, Morris, IL 60450	830 N Broadway	450	\$66.58	Compass	P-30920	508	sjanczak@grundycyco.org
Diamond, Village of	245 North IL Route 47	210 Will Rd	150	\$66.58	Compass	P-30920	509	maintenance@villageofdiamond.org; sjanczak@grundycyco.org
Felix Township	245 North IL Route 47, Morris, IL 60450	Whitette & Coal City Rd.	100	\$66.58	Compass	P-30920	510	sjanczak@grundycyco.org
Gardner, Village of	302 N Center, P O Box 545, Gardner, IL 60424	302 N. Center	60	\$68.19	Compass	P-30920	511	pmalinowskivog@krausonline.com
Garfield Township	245 North IL Route 47, Morris, IL 60450	6700 South Route 53	50	\$68.19	Compass	P-30920	512	sjanczak@grundycyco.org
Goose Lake Township	245 North IL Route 47, Morris, IL 60450	2990 East Pine Bluff Rd	700	\$66.58	Compass	P-30920	513	sjanczak@grundycyco.org
Greenfield Township	245 North IL Route 47, Morris, IL 60450	Oak Street	75	\$68.19	Compass	P-30920	514	sjanczak@grundycyco.org
Grundy County Hwy Dept.	245 North IL Route 47, Morris, IL 60450	245 N. Illinois Rt.47	3000	\$54.58	Compass	P-30920	515	sjanczak@grundycyco.org
Highland Township	245 North IL Route 47, Morris, IL 60450	9965 South Kinsman Rd	50	\$66.89	Compass	P-30920	516	sjanczak@grundycyco.org
Mazon, Village of	245 North IL Route 47, Morris, IL 60450	208 North St	100	\$68.19	Compass	P-30920	517	sjanczak@grundycyco.org
Minooka, Village of	121 E McEvilly Rd, Minooka, 60447	608 Twin Rail Drive	1650	\$59.98	Compass	P-30920	518	ryan.anderson@minooka.com
Norman Township	245 North IL Route 47, Morris, IL 60450	1535 N Gonnarn Rd	75	\$66.58	Compass	P-30920	519	sjanczak@grundycyco.org
Saratoga Township	245 North IL Route 47, Morris, IL 60450	Route 47 and Nelson Rd	100	\$66.58	Compass	P-30920	520	sjanczak@grundycyco.org
STATE, IDOT - GARDNER (TS# 351A)	Illinois Department of Transportation 700 E. Norris Dr. Ottawa, IL 61350	7500 S. US HWY 66, GARDNER 60424	2500	\$63.19	Compass	P-30920	521	Laura.Shanley@illinois.gov
STATE, IDOT - MORRIS (TS# 351)	Illinois Department of Transportation 700 E. Norris Dr. Ottawa, IL 61350	1821 DIVISION STREET, MORRIS 61450	3900	\$54.58	Compass	P-30920	522	Laura.Shanley@illinois.gov
Waubensee Township	245 North IL Route 47, Morris, IL 60450	Route 47 and East Southmor Rd	250	\$66.58	Compass	P-30920	523	sjanczak@grundycyco.org
STATE, IDOT - ASHKUM (TS# 323)	Illinois Department of Transportation 700 E. Norris Dr. Ottawa, IL 61350	849 E. STATE ROUTE 116	3600	\$56.19	Compass	P-30920	524	Laura.Shanley@illinois.gov

STATE, IDOT - ASHKUM SUPERDOME (TS# 3235)	Illinois Department of Transportation 700 E. Norris Dr. Ottawa, IL 61350	849 E. STATE ROUTE 116	100	\$66.39	Compass	P-30920	525	Laura.Shanley@illinois.gov
STATE, IDOT - BUCKLEY (TS# 3238)	Illinois Department of Transportation 700 E. Norris Dr. Ottawa, IL 61350	435 E. 800 N. ROAD	3100	\$59.39	Compass	P-30920	526	Laura.Shanley@illinois.gov
STATE, IDOT - WATSEKA (TS# 322)	Illinois Department of Transportation 700 E. Norris Dr. Ottawa, IL 61350	111 Yount Avenue	2300	\$63.99	Compass	P-30920	527	Laura.Shanley@illinois.gov
Bourbonnais, Village of	600 Main NW, Bourbonnais, IL 60914	255 Mooney Drive	400	\$64.98	Compass	P-30920	528	raymans@villageofbourbonnais.com
Bradley, Village Of	147 S Michigan Ave, Bradley, IL 60915	210 E Broadway	1000	\$61.98	Compass	P-30920	529	tjmemenga@bradleyil.org
Grant Park, Village Of	P.O. Box 446 Grant Park II	3200 Maryville Rd.	70	\$63.37	Compass	P-30920	530	jhensonvillageofgppw@gmail.com
Kankakee County Hwy. Dept.	PO Box 825, Kankakee, IL 60901	1185 S East Avenue	3000	\$53.79	Compass	P-30920	531	mrogers@co.kankakee.il.us
Kankakee, City of	401 W. Oak St.	401 W. Oak St.	2000	\$60.79	Compass	P-30920	532	dfdoyle@citykankakee-il.gov
Limestone Township Road Dist.	4691 West State Route 17, Kankakee Illinois, 60901	4691 W. State Rt3 17	400	\$65.79	Compass	P-30920	533	dsred63@gmail.com
Limestone, Village Of	5404 W Rte 17 Kankakee, IL 60901	5404 W. State Route 17	125	\$65.79	Compass	P-30920	534	villageoflimestone@gmail.com
Manteno Township	1030 Boudreau Road, Manteno, IL 60950	1030 Boudreau Road	600	\$64.18	Compass	P-30920	535	mantenotwp@sbcglobal.net
Manteno, Village of	98 E. 3rd Street, manteno IL 60950	700 S. Oak	400	\$64.18	Compass	P-30920	536	jhanley@villageofmanteno.com
State, DHS-Shapiro Center (IDHS)	100 East Jeffery Street Kankakee Illinois 60901	100 E. Jeffery St.	100	\$65.79	Compass	P-30920	537	potter.widekis@illinois.gov
State, DVA- Veterans Home-Manteno	1 Veterans Dr. Manteno II 60950	One Veterans Dr.	50	\$64.18	Compass	P-30920	538	lydia.leveque@illinois.gov
STATE, IDOT - KANKAKEE (TS# 321)	Illinois Department of Transportation 700 E. Norris Dr. Ottawa, IL 61350	1455 E. BROOKMONT, KANKAKEE 60901	5900	\$50.54	Compass	P-30920	539	Laura.Shanley@illinois.gov
Big Grove Township	406 East Franklin St. Newark Illinois 60541	406 East Franklin St.	150	\$67.39	Compass	P-30920	540	tfrichards63@gmail.com
Bristol Township Hwy. Dept.	P.O. BOX 165, BRISTOL, IL 60512	9075 CORNELIS ROAD	1200	\$62.79	Compass	P-30920	541	BRISTOLTWSP@COMCAST.NET
Fox Township Road Dist.	Box 122 Millbrook, IL 60536-0122	8495 Fox River Dr. - Box 122	320	\$66.58	Compass	P-30920	542	foxtownship01@gmail.com
Kendall County Hwy. Dpt.	6780 Route 47, Yorkville, IL 60560	6780 Route 47	4000	\$53.79	Compass	P-30920	543	fklaas@co.kendall.il.us
Kendall Township	9925B Rt. 47 Yorkville, IL 60560	9925B State Route 47	720	\$62.79	Compass	P-30920	544	dwestphal@kendalltwp.com
Lisbon Township Road. Dist	14492 Lisbon Rd Newark IL 60541	15759 RT 47	100	\$67.39	Compass	P-30920	545	bushnellequipment@yahoo.com
Little Rock Township Road District	611 west Main St Plano IL 60545	202 West John St.	500	\$66.58	Compass	P-30920	546	littlerockhwy@aol.com
Na-Au-Say Township	1312 W Wheeler Rd Plainfield IL 60544	1312 Wheeler Road	50	\$63.37	Compass	P-30920	547	naausayroad@hughes.net
Oswego School District # 308	71 Stonehill Rd, Oswego, IL 60543	100 Theodore Dr.	300	\$64.98	Compass	P-30920	548	sweaver@sd308.org
Oswego Township Road District	1150 Rt. 25 Oswego, IL 60543	1150 Route 25	1600	\$61.98	Compass	P-30920	549	mailbox@oswegotownship.org
Oswego, Village of	100 Parkers Mill, Oswego IL 60543	100 Theodore Drive	2000	\$59.98	Compass	P-30920	550	mrnyon@oswegoil.org
Plano, City of	17 E. Main St.	731 East Main Street	960	\$63.58	Compass	P-30920	551	ktisberger@cityofplanoil.org
Seward Township	17160 Brisbin Road Minooka, IL 60047	14719 Obrien Road	400	\$64.98	Compass	P-30920	552	cryderenterprises@yahoo.com
State, IDOT - YORKVILLE (TS# 352)	Illinois Department of Transportation 700 E. Norris Dr. Ottawa, IL 61350	8175 ILLINOIS ROUTE 47	3100	\$53.79	Compass	P-30920	553	Laura.Shanley@illinois.gov
Yorkville, United City	800 Game Farm Rd., Yorkville, 60560	610 Tower Lane	1920	\$60.79	Compass	P-30920	554	edhuse@yorkville.il.us
Adams Township	300 S Mill Rd Leland IL 60531	300 S. Mill Road	44	\$66.70	Compass	P-30920	555	ttrue10@gmail.com
Bruce Township Road District	216 N Sterling St Streator IL 61364	1620 N Otter Creek Road	80	\$66.41	Compass	P-30920	556	bruceroad@mediacomb.net
Dayton Township	3312 E. 18th Road	3312 E. 18th Road	60	\$66.39	Compass	P-30920	557	Tmtmcdonnell5@gmail.com
Eagle Township	1240 N 1550th Rd Streator Illinois 61364	1240 N 1550th Rd	60	\$66.41	Compass	P-30920	558	clynx82@yahoo.com
Illinois Valley Community College	815 N. Orlando Smith Road Oglesby IL 61348	815 N. Orlando Smith Road	280	\$66.41	Compass	P-30920	559	Michelle_Carboni@ivcc.edu
LaSalle County Hwy. Dept.	P.O. 128, Ottawa, Illinois	1400 N. 27th Ottawa, Illinois	3000	\$58.39	Compass	P-30920	560	bconnell@lasallecounty.org; mail@lasallecounty.org
LaSalle Township Road Dist.	931 First Street, LaSalle, IL 61301	234 Union St.	60	\$66.43	Compass	P-30920	561	lasalletownship@att.net
LaSalle, City of	745 2nd St. LaSalle, IL 61301	234 Union St.	700	\$66.43	Compass	P-30920	562	j.bumgarner@lasalle-il.gov
Manlius Township	PO Box 798, Seneca, IL 61360	2867 E. 28th Rd	300	\$66.40	Compass	P-30920	563	manliustownship@sbcglobal.net
Marseilles, City of	209 Lincoln Street, Marseilles IL 61340	880 Commercial Street	350	\$66.40	Compass	P-30920	564	marseillesup@mtco.com
Miller Township Road Dist.	3338 E 28 Th rd. Marseilles, Illinois 61341	3338 E. 28-th Road	150	\$66.40	Compass	P-30920	565	stuart_anderson2003@yahoo.com
Mission Township	PO Box 101 Sheridan IL 60551	4068 E. 2603rd. Rd.	50	\$66.70	Compass	P-30920	566	mission60551@gmail.com
North Utica, Village of	801 south Clark Utica il 61373	801 S. Clark Street	600	\$66.41	Compass	P-30920	567	pub-works@utica-il.gov
Northville Township Road	2689 N. 45th Rd, Sandwich, IL 60548	2689 N. 45th. Rd.	200	\$67.39	Compass	P-30920	568	roadcommissioner@indianvalley.com
Oglesby, City Of	110 E Walnut St Oglesby Illinois 61348	110 Fraser Ave	700	\$66.41	Compass	P-30920	569	oglesbystreet1@gmail.com
Ottawa Township Hwy. Dept.	1425 Boyce Memorial Drive, Ottawa, Illinois, 61350	1425 Boyce Memorial Drive	225	\$66.39	Compass	P-30920	570	ottawatwphighway@gmail.com; aussemhighway@gmail.com
Peru, City of	1901 4th Street, Peru, IL 61354	4003 Plank Road	2500	\$58.43	Compass	P-30920	571	psm@peru.il.us; mcarruthers@peru.il.us
Seneca, Village of	340 N Cash St, Seneca 61360	227 W Union St	200	\$66.43	Compass	P-30920	572	sholman@mailseneca.org

Sheridan, Village of	115 N Robinson St PO Box 580 Sheridan, IL 60551	1025 W Si Johnson Ave.	66	\$66.70	Compass	P-30920	573	sheridanvillage@mchsi.com
State, DOC-Sheridan Correctional Center	4017 E. 2603rd. Rd Sheridan, IL. 60551	4017 East 2603-rd Road	75	\$66.70	Compass	P-30920	574	Dennis.Morsch@illinois.gov
State, IDOT - LASALLE (TS# 344)	Illinois Department of Transportation 700 E. Norris Dr. Ottawa, IL 61350	2991 EAST 350TH ROAD	6000	\$56.18	Compass	P-30920	575	Laura.Shanley@illinois.gov
STATE, IDOT - OTTAWA (TS# 343)	Illinois Department of Transportation 700 E. Norris Dr. Ottawa, IL 61350	700 E. NORRIS DRIVE, OTTAWA 61350	7000	\$56.14	Compass	P-30920	576	Laura.Shanley@illinois.gov
Streater Township High School Dist. #40	202 W Lincoln Ave Streater IL 61364	703 W Morrell St	25	\$66.41	Compass	P-30920	577	jdennis@streaterhs.org
Streator Elementary School Dist. #44	1520 N Bloomington Street ,Streator Illinois 61364	202 E First Street	22	\$66.41	Compass	P-30920	578	jpellino@ses44.net; mtibbles@ses44.net
Streator, City of	204 S. Bloomington St. Streater Illinois 61364	806 East Kent	1200	\$60.41	Compass	P-30920	579	pwd@ci.streater.il.us
Dwight, Village of	209 S prairie Aww, Dwight, IL 60420	712 S Old Rt 66	420	\$68.99	Compass	P-30920	580	kmcn@dwightillinois.com
Livingston County Hwy. Dept.	1705 S. Manlove Street, Pontiac, IL 61726	1705 S. Manlove St.	800	\$63.61	Compass	P-30920	581	lchdclay@frontier.com
Pontiac, City of	115 W. Howard St., Pontiac, IL 61764	102 S. Pearl St.	600	\$69.61	Compass	P-30920	582	chris.brock@pontiac.org
STATE, IDOT - DWIGHT (TS# 334B)	Illinois Department of Transportation 700 E. Norris Dr. Ottawa, IL 61350	625 W. WAUPANSIE STREET, DWIGHT 60420	700	\$65.99	Compass	P-30920	583	Laura.Shanley@illinois.gov
STATE, IDOT - FORREST (TS# 334A)	Illinois Department of Transportation 700 E. Norris Dr. Ottawa, IL 61350	1021 N. CENTER STREET, FORREST 61741	650	\$73.00	Compass	P-30920	584	Laura.Shanley@illinois.gov
STATE, IDOT - PONTIAC (TS# 334)	Illinois Department of Transportation 700 E. Norris Dr. Ottawa, IL 61350	12970 E. 1700 N. ROAD, PONTIAC 61764	3800	\$59.36	Compass	P-30920	585	Laura.Shanley@illinois.gov
STATE, IDOT - PONTIAC SUPERDOME (TS# 334S)	Illinois Department of Transportation 700 E. Norris Dr. Ottawa, IL 61350	12970 E. 1700 N. ROAD, PONTIAC 61764	200	\$69.61	Compass	P-30920	586	Laura.Shanley@illinois.gov
STATE, IDOT - READING (TS# 334C)	Illinois Department of Transportation 700 E. Norris Dr. Ottawa, IL 61350	3639 E. 3000 N. ROAD, ANCONA 61311	200	\$66.70	Compass	P-30920	587	Laura.Shanley@illinois.gov
Fulton Co. Hwy. Dept.	430 East Oak Street, Canton, IL 61520	430 E. Oak St.	1200	\$84.44	Compass	P-30920	592	fultonch@fultonco.org
STATE, IDOT - FARMINGTON (TS# 422A)	Illinois Department of Transportation Region Three / District 4 401 Main Street Peoria, Illinois 61602	35789 COUNTY ROAD 18, FARMINGTON 61531	150	\$98.36	Compass	P-30920	593	Laura.Shanley@illinois.gov
STATE, IDOT - LEWISTOWN (TS# 422)	Illinois Department of Transportation Region Three / District 4 401 Main Street Peoria, Illinois 61602	934 S. ILLINOIS STREET, LEWISTOWN 61542	3000	\$73.54	Compass	P-30920	594	Laura.Shanley@illinois.gov
Henderson County Hwy. Dept.	PO Box 119, Stronghurst, IL 61480	112 N. Mary St.	400	\$75.06	Compass	P-30920	595	hendersoncounty@mchsi.com
State, IDOT - BIGGSVILLE (TS# 411B)	Illinois Department of Transportation Region Three / District 4 401 Main Street Peoria, Illinois 61602	ROUTE 1, BOX 100	2850	\$68.19	Compass	P-30920	597	Laura.Shanley@illinois.gov
Abingdon, City of	114 E. Meek St, Abingdon, IL 61410	402 N. Front St	150	\$95.26	Compass	P-30920	598	abingdoncity.hall@mchsi.com
Galesburg, City of	PO BOX 1387 Galesburg, IL 61402-1387	200 S Henderson St.	2900	\$73.69	Compass	P-30920	601	tmiller@ci.galesburg.il.us
Knox County Hwy. Dept.	1214 U.S. Highway 150 East, Knoxville, IL 61448	1214 U.S. Hwy. 150E	2000	\$75.26	Compass	P-30920	603	dratermann@co.knox.il.us
State, IDOT - KNOXVILLE (TS# 421)	Illinois Department of Transportation Region Three / District 4 401 Main Street Peoria, Illinois 61602	1393 KNOX HIGHWAY 9	5450	\$65.69	Compass	P-30920	606	Laura.Shanley@illinois.gov
STATE, IDOT - SPARLAND (TS# 431A)	Illinois Department of Transportation Region Three / District 4 401 Main Street Peoria, Illinois 61602	CAMP GROVE ROAD, SPARLAND 61491	350	\$66.63	Compass	P-30920	608	Laura.Shanley@illinois.gov
STATE, IDOT - WENONA (TS# 442)	Illinois Department of Transportation Region Three / District 4 401 Main Street Peoria, Illinois 61602	3095 COUNTY ROAD 800 N, WENONA 61377	2900	\$59.78	Compass	P-30920	609	Laura.Shanley@illinois.gov
Marshall County Highway Dept.	552 State Route 26, Lacon, IL 61540	552 State Rte. 26	1500	\$60.63	Compass	P-30920	610	psloan@marshallcountyllinois.com
Toluca, City of	PO Box 516 Toluca, IL 61369	420 W. Railroad	50	\$68.70	Compass	P-30920	611	cityhall@maxis.com
Macomb, City of	Po Box 377 232 East Jackson Macomb,IL 61455	233 Center St.	1200	\$70.21	Compass	P-30920	612	opsmanager@cityofmacomb.com
McDonough County Hwy. Dept.	204 S. Western Ave, Macomb, IL 61455	204 S. Western Ave.	1000	\$70.21	Compass	P-30920	613	dave@mcdonoughhighways.net; lauraw@mcdonoughhighways.net
State, IDOT - MACOMB ((TS #412)	Illinois Department of Transportation Region Three / District 4 401 Main Street Peoria, Illinois 61602	2850 E. JACKSON STREET	3600	\$57.96	Compass	P-30920	614	Laura.Shanley@illinois.gov
Western Illinois University	1 University Circle, Macomb, IL 61455	1 University Circle - 227 Sherman Hall	400	\$73.21	Compass	P-30920	615	Purchasing@wiu.edu; lj-lidaywa@wiu.edu
Mercer County Hwy. Dept.	P.O. Box 167 Alledo, IL 61231	1630 State Highway 17	1000	\$77.81	Compass	P-30920	616	mchighway@mercercountyil.org; rick@mcdonoughhighways.net
State, IDOT - ALEDO (TS# 411A)	Illinois Department of Transportation Region Three / District 4 401 Main Street Peoria, Illinois 61602	1610 SOUTHEAST 3RD STREET	3000	\$64.81	Compass	P-30920	617	Laura.Shanley@illinois.gov
Bartonville, Village of	5912 S Adams St Bartonville IL 61607	1607 W Garfield Ave.	1000	\$65.46	Compass	P-30920	618	btnpw@comcast.net

Bellevue, Village of	320 S Main Peoria IL 61604	325 S. Bellevue Ave.	200	\$71.46	Compass	P-30920	619	ssteviy@aol.com
Chillicothe, City of	908 second street chillicothe, IL 61523	908 N. 2nd St.	400	\$68.47	Compass	P-30920	620	chillicothe.publicworks@aol.com
Hollis Township Road Dist.	6430 W. Wheeler Rd. Mapleton, Illinois 61547	6430 W. Wheeler Rd.	360	\$72.94	Compass	P-30920	621	drbeckman1944@yahoo.com
Limestone Township	1501 West Garfield Ave Bartonville IL 61607	1501 West Garfield	400	\$71.46	Compass	P-30920	622	Lthwycomm@gmail.com
Medina Township Road Dist.	P. O. Box 170, Mossville, IL 61552	10620 N Galena Road	1500	\$63.86	Compass	P-30920	623	franksturm@medinatownship.org
Peoria County Highway Dept.	6915 W. Plank Road, Peoria, IL 61604	6915 W. Plank Rd.	12000	\$61.21	Compass	P-30920	624	dhauk@peoriacounty.org
Peoria Heights, Village of	4901 N Prospect Road Peoria Heights, Illinois 61616	3838 N Boulevard	500	\$71.45	Compass	P-30920	625	michael.casey@peoriaheights.org
Peoria Public Schools Dist# 150	1801 N. North St. Peoria, IL 61604	315 E War Memorial Dr.	400	\$71.45	Compass	P-30920	626	roger.boyer@psd150.org
Peoria, City of	419 Fulton Room 108 Peoria, IL 61602	3505 N Dries Lane	3000	\$63.46	Compass	P-30920	627	cswitzer@peoriagov.org
STATE, IDOT - BRIMFIELD (TS# 432B)	Illinois Department of Transportation Region Three / District 4 401 Main Street Peoria, Illinois 61602	14124 NORTH IL 78, BRIMFIELD 61517	50	\$72.93	Compass	P-30920	628	Laura.Shanley@illinois.gov
STATE, IDOT - PEORIA WEST (TS# 432)	Illinois Department of Transportation Region Three / District 4 401 Main Street Peoria, Illinois 61602	6500 W. HIGHWAY US 150, EDWARDS 61528	7650	\$61.21	Compass	P-30920	629	Laura.Shanley@illinois.gov
West Peoria, City of	2506 W ROHMANN AVE., WEST PEORIA, IL 61604	1322 N HILLSIDE AVE	340	\$71.46	Compass	P-30920	630	citygarage@cityofwestpeoria.com
Granville, Village of	316 S. McCoy St. P.O. Box 580 Granville IL 61326	101 S. High St.	120	\$66.89	Compass	P-30920	631	granville.publicworks@mchsi.com
Hennepin, Village of	PO Box 194, Hennepin, IL 61327	407 N. 5-th Street	25	\$67.60	Compass	P-30920	632	villageclerk@mchsi.com
Mark, Village of	P.O. Box 27, Mark, Illinois 61340	2 Park Street	70	\$66.89	Compass	P-30920	633	villageofmark@mchsi.com
Putnam County Hwy. Dept.	552 State Route 26, Lacon, IL 61540	6203 State Route 26	1050	\$61.60	Compass	P-30920	634	psloan@marshallcountyllinois.com
State, IDOT - WYOMING (TS# 431)	Illinois Department of Transportation Region Three / District 4 401 Main Street Peoria, Illinois 61602	720 SOUTH 7TH STREET	1800	\$63.86	Compass	P-30920	635	Laura.Shanley@illinois.gov
Cincinnati Township	P.O. Box 507 South Pekin, IL 61564	204 East Main Street	700	\$68.46	Compass	P-30920	636	rhawkins@cinctwp.com
Creve Coeur, Village of	103 North Thorncrest Ave., Creve Coeur, IL 61610	103 N. Thorncrest Ave.	800	\$65.46	Compass	P-30920	637	streetdept@villageofcc.com
Delavan Township Road District	P.O. Box 483 Delavan, IL 61734	1005 West 4th	100	\$75.93	Compass	P-30920	638	beaners54@gmail.com
Dillon Road District	10664 Apple Street Tremont, IL 61568	10664 Apple Street	125	\$72.94	Compass	P-30920	639	bsinn@tazewell.com
East Peoria, City of	2232 East Washington Street, East Peoria, IL 61611	2232 E. Washington St.	4000	\$61.20	Compass	P-30920	640	ricksemons@cityofeastpeoria.com
Elm Grove Township	Jerome Brown, 13400 Oak Lake Ct., Tremont, Illinois, 61568	14990 Watson Road	100	\$72.93	Compass	P-30920	641	jndbrown@hughes.net
Groveland Road District	P.O. Box 217 Groveland, IL 61535	18661 Springfield Road	300	\$72.93	Compass	P-30920	642	admin@grovelandtownship.com
Hopedale Road District	P.O. Box 121 Hopedale, IL 61747	240 Ford Avenue	100	\$74.47	Compass	P-30920	643	bjrkwalker@mchsi.com
Hopedale, Village of	PO Box 387, Hopedale, IL 61747	201 Railroad Street	50	\$74.47	Compass	P-30920	644	hopedale@speednet.com
Illinois Central College	One College Drive East Peoria IL 61635	One College Drive	400	\$71.45	Compass	P-30920	645	tbraun@icc.edu
Marquette Heights, City of	715 Lincoln Ave. Marquette Heights, IL 61554	200 Logan St.	150	\$72.93	Compass	P-30920	646	PWD@cityofmhg.org
Marquette Heights, City of	715 Lincoln Ave. Marquette Heights, IL 61554	100 Logan St.	125	\$72.93	Compass	P-30920	647	PWD@cityofmhg.org
Morton Township Road District	300 W Jefferson St Morton Illinois 61550	2175 East Jefferson Street	360	\$72.93	Compass	P-30920	648	hc@mortontownship.net
North Pekin, Village of	206 Lincoln Blvd	206 Lincoln Blvd	150	\$72.93	Compass	P-30920	649	northpekinpublicworks@gmail.com.
Pekin, City of	1208 Koch St.	1208 Koch St.	2500	\$64.93	Compass	P-30920	650	baolson@ci.pekin.il.us
Spring Lake Road District	6903 Townline Rd Manito, IL 61546	6903 Townline Road	100	\$75.93	Compass	P-30920	651	mneulinger57@yahoo.com
STATE, IDOT - EAST PEORIA (TS# 441A)	Illinois Department of Transportation Region Three / District 4 401 Main Street Peoria, Illinois 61602	604 W. CAMP STREET, EAST PEORIA 61511	1450	\$65.46	Compass	P-30920	652	Laura.Shanley@illinois.gov
STATE, IDOT - HOPEDALE (TS# 441B)	Illinois Department of Transportation Region Three / District 4 401 Main Street Peoria, Illinois 61602	6923 PRAIRIE ROAD, HOPEDALE 61747	1450	\$68.47	Compass	P-30920	653	Laura.Shanley@illinois.gov
STATE, IDOT - MORTON (TS# 441)	Illinois Department of Transportation Region Three / District 4 401 Main Street Peoria, Illinois 61602	1971 N. MORTON AVENUE, MORTON 61550	6050	\$62.68	Compass	P-30920	654	Laura.Shanley@illinois.gov
Tazewell County Highway Dept.	21308 IL Route 9, Tremont, IL 61568	21308 IL Route 9	3000	\$64.94	Compass	P-30920	655	swilliams@tazewell.com
Tremont Road District	209 E. Madison St Tremont, IL 61568	209 East Madison	75	\$72.94	Compass	P-30920	656	villageoftremont@comcast.net
Tremont, Village of	P.O. Box 144, Tremont, IL 61568	312 East Washington Street	90	\$72.94	Compass	P-30920	657	tremontwater@gmail.com
Washington, City of	301 Walnut, Washington Illinois 61571	107 Legion Road	1250	\$65.46	Compass	P-30920	658	bvermillion@ci.washington.il.us
State, IDOT - MONMOUTH (TS#411)	Illinois Department of Transportation Region Three / District 4 401 Main Street Peoria, Illinois 61602	710 180TH AVENUE	3225	\$66.31	Compass	P-30920	660	Laura.Shanley@illinois.gov
Warren County Hwy. Dept.	833 South 8th Street, Monmouth, IL 61462	833 S. 8th St.	650	\$94.31	Compass	P-30920	661	kkdamwd@frontier.com

Cazenovia Township	1298 c/rd, 2100N. washburn il. 61570	1298 C/Rd 2200 N.	100	\$69.86	Compass	P-30920	662	hms@mtco.com
Germantown Hills, Village of	216 Holland Rd. Germantown Hills, 61548	216 Holland Road	300	\$69.87	Compass	P-30920	663	publicworks@mtco.com
Kansas Township	391 county Road 2450E Carlock ILL. 61725	2235 Brown Road	50	\$74.46	Compass	P-30920	664	kdmclure@outlook.com
Metamora, Village of	P.O. Box 1070 Metamora, IL. 61548	200 S. Wetmore St.	260	\$69.87	Compass	P-30920	665	jjones@mtco.com
Minonk, City of	670 Chestnut St. Minonk, IL 61760	202 W. 10th St.	100	\$69.61	Compass	P-30920	666	minonkpw@cityofminonk.com
State, IDOT - EL PASO (TS# 442B)	Illinois Department of Transportation Region Three / District 4 401 Main Street Peoria, Illinois 61602	990 W. MAIN STREET	2150	\$63.44	Compass	P-30920	667	Laura.Shanley@illinois.gov
Woodford County Hwy. Dept.	301 S Main St, Roanoke, IL 61561	301 S. Main St.	1500	\$65.44	Compass	P-30920	668	queenb@woodford-county.org
Worth Township Road Dist.	524 Townhall Road, metamora, il 61548	524 Town Hall Road	300	\$69.87	Compass	P-30920	669	worthwp@mtco.com
Eureka, City of	111 W. Court St., Eureka, IL 61530	209 W. Mill St	360	\$71.46	Compass	P-30920	670	melissaeureka@hotmail.com
Metamora Township	500 N. Niles St., Metamora, IL 61548	500 N. Niles St.	300	\$69.87	Compass	P-30920	671	mettwp@mtco.com
Olio Township Road District	309 N Liberty Eureka IL 61530	309 N Liberty	300	\$71.46	Compass	P-30920	672	rharter@mtco.com
Roanoke Township	202 E Woodford St. Roanoke, IL 61561	202 E. Woodford	100	\$71.44	Compass	P-30920	673	rrdcomish@outlook.com
Champaign County Hwy Dept.	1605 East Main Street 3900 Kearns Drive Champaign, Illinois 61822	301 S. Art Bartell Road	500	\$78.49	Compass	P-30920	674	jblue@co.champaign.il.us
Champaign Township	3900 Kearns Drive Champaign, Illinois 61822	3900 Kearn Drive	300	\$78.49	Compass	P-30920	675	highwaycommissioner@champaigntownship.com
Champaign, City of	702 Edgebrook Drive 2270 CR O E, Mahomet IL 61853	702 Edgebrook Drive	2715	\$66.49	Compass	P-30920	676	cory.conrad@champaignil.gov; william.orris@champaignil.gov
Mahomet Township Road Dist.	2270 CR O East 503 E Main St Mahomet Ill, 61853	2270 CR O East	500	\$78.49	Compass	P-30920	677	mahtwp1@yahoo.com
Mahomet, Village of	503 E Main St Mahomet Ill, 61853	218 S Lake Of The Woods Rd	400	\$78.49	Compass	P-30920	678	jbarden@mahomet-il.gov
Parkland College	2400 W Bradley Ave, Champaign, IL 61821	2400 W. Bradley Ave.	100	\$78.49	Compass	P-30920	679	tburns@parkland.edu
Philo, Village Of	P.O. Box 72, Philo III 61864	1081 county road 900 N	50	\$80.30	Compass	P-30920	680	dtraxler@villageofphilo.org
Rantoul, Village of	200 W Grove Ave, Rantoul IL 61866	621 Cook St	375	\$76.66	Compass	P-30920	681	messlinger@myrantoul.com
Savoy, Village of	611 North Dunlap Avenue, Savoy, IL 61874	611 N. Dunlap Ave.	375	\$78.49	Compass	P-30920	682	roland.white@savoy.illinois.gov
STATE, IDOT - CHAMPAIGN (TS# 543)	IDOT District 5 Attn: Stacy Strow, Financial Services 13473 IL Hwy 133, PO Box 610 Paris, Illinois 61944	201 EISNER ROAD, CHAMPAIGN 61822	2800	\$66.49	Compass	P-30920	683	Laura.Shanley@illinois.gov
STATE, IDOT - LEVERETT (TS# 544)	IDOT District 5 Attn: Stacy Strow, Financial Services 13473 IL Hwy 133, PO Box 610 Paris, Illinois 61944	160 EAST LEVERETT ROAD, CHAMPAIGN 61822	2000	\$73.49	Compass	P-30920	684	Laura.Shanley@illinois.gov
Tolono, Village of	507 W. Strong Street Tolono IL. 61880	507 W. Strong Street	75	\$80.30	Compass	P-30920	685	scott.arbuckle@Tolonoil.us
University of Illinois at Champaign	1701 S Oak Street, Champaign IL 61820	1501 S. Oak Street	700	\$78.49	Compass	P-30920	686	pvarney@illinois.edu
Urbana, City of	706 Glover Avenue Urbana Illinois 61802	1705 E Main St	1400	\$75.49	Compass	P-30920	687	vhgustafson@urbanailinois.us
Clinton, City of	118 W Washington St, Clinton, 61727	223 S. Sherman St.	275	\$79.64	Compass	P-30920	688	lobb@clintonillinois.com
DeWitt County Hwy. Dept.	9900 Revere Road, Clinton, IL 61727	9900 Revere Road	725	\$73.64	Compass	P-30920	689	steph.cooley.dchd@frontier.com
Farmer City, City Of	105 S. Main, Farmer City, IL 61842	401 E. Richardson	25	\$78.49	Compass	P-30920	690	farmercity.publicworks@frontier.com; fgraning@cityoffarmercity.org
STATE, IDOT - CLINTON (TS# 514)	IDOT District 5 Attn: Stacy Strow, Financial Services 13473 IL Hwy 133, PO Box 610 Paris, Illinois 61944	6121 State Highway 54	1000	\$73.64	Compass	P-30920	691	Laura.Shanley@illinois.gov
STATE, IDOT - FARMER CITY (TS# 514A)	IDOT District 5 Attn: Stacy Strow, Financial Services 13473 IL Hwy 133, PO Box 610 Paris, Illinois 61944	2000 E. SUMMER STREET, FARMER CITY 61842	200	\$78.49	Compass	P-30920	692	Laura.Shanley@illinois.gov
Arcola, City of	114 N. Locust St., PO Box 215	434 E. Springfield Road	75	\$83.96	Compass	P-30920	693	publicworks@arcolailinois.org
State, IDOT - TUSCOLA (TS# 524)	IDOT District 5 Attn: Stacy Strow, Financial Services 13473 IL Hwy 133, PO Box 610 Paris, Illinois 61944	1200 EAST US HWY 36	1800	\$77.13	Compass	P-30920	694	Laura.Shanley@illinois.gov
Tuscola, City of	214 N Main st Tuscola il 61953	1010 E Wilson st	120	\$82.13	Compass	P-30920	695	denny@tuscola.org
Chrisman, City of	222 W Madison Avenue. Chrisman, Illinois 61924	222 W. Madison Avenue	22	\$82.13	Compass	P-30920	696	cityofchrisman@gmail.com
Paris, City of	206 S Central Paris Illinois 61944	#1 South Shore Dr.	150	\$85.79	Compass	P-30920	697	bnewhart@parisillinois.org
STATE, IDOT - PARIS (TS# 522)	IDOT District 5 Attn: Stacy Strow, Financial Services 13473 IL Hwy 133, PO Box 610 Paris, Illinois 61944	13473 IL. Highway 133	900	\$82.79	Compass	P-30920	698	Laura.Shanley@illinois.gov
Bloomington Normal Airport Authority	3201 Cira Dr. Suite 200 Bloomington, IL. 61704	2415 E. Empire	325	\$75.94	Compass	P-30920	699	brian@cira.com
Bloomington Township	2501 Fox Creek Rd., Bloomington IL 61705	2501 Fox Creek Road	420	\$75.94	Compass	P-30920	700	rodney.boester@ucm.biz
Bloomington, City of	115 East Washington Street, Suite 301, Bloomington, IL, 61701	401 S. East St.	7000	\$64.65	Compass	P-30920	701	gkoch@cityblm.org; byehl@cityblm.org
Colfax, Village Of	P.O. Box 380 Colfax, IL 61728	607 E. Fifer St.	100	\$76.91	Compass	P-30920	702	jhereford99@gmail.com
Illinois State University	PO Box 9100 Normal Illinois 61790-9100	600 West Gregory Street	500	\$74.47	Compass	P-30920	703	lhmilby@ilstu.edu
Lexington, City of	329 West Main St. Lexington, IL. 61753	329 W. Main St.	50	\$73.27	Compass	P-30920	704	streets@lexingtonillinois.org

STATE, IDOT - BLOOMINGTON (TS# 516)	IDOT District 5 Attn: Stacy Strow, Financial Services 13473 IL Hwy 133, PO Box 610 Paris, Illinois 61944	2621 S. VETERANS PARKWAY, BLOOMINGTON 61701	3300	\$64.65	Compass	P-30920	705	Laura.Shanley@illinois.gov
STATE, IDOT - LEROY (TS# 517D)	IDOT District 5 Attn: Stacy Strow, Financial Services 13473 IL Hwy 133, PO Box 610 Paris, Illinois 61944	503 SOUTH EAST STREET, LEROY 61752	1800	\$71.52	Compass	P-30920	706	Laura.Shanley@illinois.gov
STATE, IDOT - TOWANDA (TS# 517)	IDOT District 5 Attn: Stacy Strow, Financial Services 13473 IL Hwy 133, PO Box 610 Paris, Illinois 61944	203 OLD ROUTE 66, TOWANDA 61776	2400	\$66.90	Compass	P-30920	707	Laura.Shanley@illinois.gov
Heyworth, Village of	108 S. Buchanan Street, Heyworth, IL 61745	1301 W. Cleveland Ave	230	\$76.91	Compass	P-30920	708	engineer@heyworth-il.gov
McLean County Highway Dept.	102 S. Towanda-Barnes Road, Bloomington, IL 61705	102 S Towanda Barnes Rd	5500	\$65.69	Compass	P-30920	709	denise.witherell@mcleancountyil.gov
McLean County Unit Dist. #5	1809 Hovey Ave. Normal, Illinois 61761	1999 Eagle Rd.	960	\$68.47	Compass	P-30920	710	hicksnv@unit5.org
Cerro Gordo, Village of	PO box 497 Cerro Gordo Illinois 61818	109 S. Lincoln St.	25	\$87.40	Compass	P-30920	711	village@fathill.com
Mansfield, Village of	P.O. Box 40 Mansfield, IL 61854	205 North West Street	50	\$80.30	Compass	P-30920	712	tjones@villageofmansfield.net
Piatt County Highway Dept.	1115 North State Street Suite 150 Monticello IL 61856	1115 N. State Street - Suite 150	480	\$82.13	Compass	P-30920	713	esebring@piattcounty.org
STATE, IDOT - MANSFIELD (TS# 513A)	IDOT District 5 Attn: Stacy Strow, Financial Services 13473 IL Hwy 133, PO Box 610 Paris, Illinois 61944	103 Old US Highway 150	200	\$80.30	Compass	P-30920	714	Laura.Shanley@illinois.gov
STATE, IDOT - MONTICELLO (TS# 513)	IDOT District 5 Attn: Stacy Strow, Financial Services 13473 IL Hwy 133, PO Box 610 Paris, Illinois 61944	676 E. Old Route 47	1100	\$79.13	Compass	P-30920	715	Laura.Shanley@illinois.gov
Danville Township Hwy. Dept.	18 Southgate Ct., Tilton, IL 61833	601 E. 8th St.	1000	\$75.49	Compass	P-30920	716	mtechtow@danvilletownship.com
Danville, City of	1155 E. Voorhees St., Danville, IL 61832	1155 E. Voorhees St. - Suite-A	2200	\$73.49	Compass	P-30920	717	druwe@cityofdanville.org
Hoopeston, City of	301 W Main St.	301 W Main St.	200	\$74.83	Compass	P-30920	718	wadegocking@cityofhoopeston.com
STATE, IDOT - DANVILLE (TS# 542)	IDOT District 5 Attn: Stacy Strow, Financial Services 13473 IL Hwy 133, PO Box 610 Paris, Illinois 61944	510 Avenue C	1700	\$73.49	Compass	P-30920	719	Laura.Shanley@illinois.gov
STATE, IDOT - FITHIAN (TS# 541)	IDOT District 5 Attn: Stacy Strow, Financial Services 13473 IL Hwy 133, PO Box 610 Paris, Illinois 61944	1518 E. 1800 N. Road	900	\$75.49	Compass	P-30920	720	Laura.Shanley@illinois.gov
Vermilion County Highway Dept.	2732 Batestown Road, Oakwood, Illinois 61858	2732 Batestown Road	1750	\$73.49	Compass	P-30920	721	agreenwell@vchighway.org
Adams County Hwy. Dept.	P.O. BOX 3797, QUINCY, IL 62305-3797	101 N. 54th Street	2500	\$68.21	Compass	P-30920	722	achd@adams.net
Camp Point, Village of	P.O. Box 355 Camp Point, IL 62320	907 S. Main	50	\$75.06	Compass	P-30920	724	village@adams.net
Clayton, Village of	114 E MAIN ST CLAYTON IL 62324	RT 24 STORAGE SHED	80	\$75.06	Compass	P-30920	725	lcvillctn@adams.net
Ellington Township	6130 HORSESHOE VALLEY ROAD, QUINCY, IL 62305	1927 DUCK HARBOR ROAD	325	\$73.21	Compass	P-30920	726	achd@adams.net
Gilmer Township Road Dist.	1350 EAST 1600TH STREET, QUINCY, IL 62305	1350 EAST 1600TH STREET	150	\$73.21	Compass	P-30920	727	achd@adams.net
Golden, Village of	P.O. Box 270 Golden Illinois 62339-0270	506 Warsaw Street	25	\$74.14	Compass	P-30920	728	goldenvillage@adams.net
Honey Creek Township Road District	309 S Main Street, Coatsburg, IL 62325	100 Liberty Street	62	\$74.14	Compass	P-30920	729	honeycreektownship@gmail.com
Keene Township Road Dist.	1341 N 2900th Ave, Loraline, IL 62349	Lagoon Road	25	\$71.40	Compass	P-30920	730	pkgraff10@yahoo.com
Melrose Township Road Dist.	4301 Deer Ridge Road Quincy, Illinois 62305	4301 Deer Ridge Rd.	700	\$70.21	Compass	P-30920	731	melrosetwp@adams.net
Mendon Township Road Dist.	119 E. Mulberry St Mendon IL 62351	119 E. Mulberry	62	\$72.27	Compass	P-30920	732	mtwprd@adams.net
Mendon, Village of	PO Box 25, 330 N State St., Mendon, IL 62351	330 N State St.	25	\$72.27	Compass	P-30920	733	vomendon@adams.net
Quincy, City of - Central Services Dept.	730 Maine Street, Quincy, IL 62301	2020 Jennifer Road	3700	\$57.96	Compass	P-30920	734	purchasing@quincyl.gov
Riverside Township	P.O. Box 3661 Quincy, IL 62305	4200 N. Bottom Rd	200	\$73.21	Compass	P-30920	735	baker2@adams.net
State, DVA- Veterans Home-Quincy	1707 N 12th Street, Quincy, Illinois 62301	1707 N. 12-th Street	200	\$73.21	Compass	P-30920	736	Valerie.I.peterson@illinois.gov
STATE, IDOT - QUINCY (TS# 612)	Illinois Department of Transportation District 6 126 East Ash Street Springfield, IL 62704	800 Koch's Lane	3900	\$57.96	Compass	P-30920	737	Laura.Shanley@illinois.gov
Ursa Township Road Dist.	423 W Maple Ave Ursa IL 62376	423 W. Maple Ave.	75	\$71.40	Compass	P-30920	738	lacy58@adams.net
STATE, IDOT - MT STERLING (TS# 613M)	Illinois Department of Transportation District 6 126 East Ash Street Springfield, IL 62704	100 Moreland Street	1700	\$89.03	Compass	P-30920	742	Laura.Shanley@illinois.gov
State, IDOT - VIRGINIA (TS# 614V)	Illinois Department of Transportation District 6 126 East Ash Street Springfield, IL 62704	20578 STATE ROUTE 125	1000	\$92.88	Compass	P-30920	744	Laura.Shanley@illinois.gov
Pana, City of	120 E Third St, Pana, IL 62557	600 N Elm St	100	\$81.67	Compass	P-30920	745	depamyf1@consolidated.net
STATE, IDOT - TAYLORVILLE (TS# 625)	Illinois Department of Transportation District 6 126 East Ash Street Springfield, IL 62704	908 N. CHENEY, TAYLORVILLE 62568	2000	\$75.91	Compass	P-30920	746	Laura.Shanley@illinois.gov

Taylorville, City of	205 North Cherokee, Taylorville, Illinois 62568	205 N. Cherokee	900	\$77.91	Compass	P-30920	747	street&sewer@ctitech.com
Augusta Township	Aaron Miller 105 N County Road 2940 Augusta, IL 62311	500 Railroad Street	175	\$73.21	Compass	P-30920	748	augustatownship@gmail.com
Hamilton, City of	1010 Broadway st. Hamilton, IL, 62341	1750 church St.	300	\$68.85	Compass	P-30920	749	ryan.hamiltonstreets@frontier.com
Hancock County Hwy Dept	101 South First Street, P.O. Box 379, Carthage, IL 62321	101 S. First - PO Box 379	320	\$69.95	Compass	P-30920	750	engineer@hancockcounty-il.gov
STATE, IDOT - CARTHAGE (TS# 615)	Illinois Department of Transportation District 6 126 East Ash Street Springfield, IL 62704	115 S. Lincoln Street	3200	\$54.70	Compass	P-30920	751	Laura.Shanley@illinois.gov
Warsaw, City of	P.O Box 12 Warsaw 62379	118 Webster st	175	\$69.36	Compass	P-30920	752	ghuston33@yahoo.com
Lincoln, City of	P.O.Box 509	313 Limit St	400	\$77.52	Compass	P-30920	753	wlanders@lincolnil.gov
Logan County Highway Dept.	529 S. McLean Street, Lincoln, IL 62656	529 S. McLean St.	240	\$85.47	Compass	P-30920	754	baukamp@iogancountyll.gov
STATE, IDOT - LINCOLN (TS# 622)	Illinois Department of Transportation District 6 126 East Ash Street Springfield, IL 62704	1415 Short 11th Street	3400	\$67.27	Compass	P-30920	756	Laura.Shanley@illinois.gov
Gillespie, City Of	115 N Macoupin St Gillespie, IL 62033	109 E Walnut St	40	\$74.66	Compass	P-30920	757	cityofgillespie@frontiernet.net
Girard, City of	115 W. Madison St., Girard, IL 62640	111 W. Madison St.	50	\$78.64	Compass	P-30920	758	cityclerk@royell.org
Macoupin County Hwy. Dept.	21480 IL Route 4	21639 IL Route 4	500	\$76.27	Compass	P-30920	759	tom.reinhart@macoupicountyll.gov
Mt. Olive, City of	215 E Main St Mt Olive, IL 62069	901 Pine St.	25	\$73.53	Compass	P-30920	760	mobkpr@gomadison.com
STATE, IDOT - CARLINVILLE (TS# 626)	Illinois Department of Transportation District 6 126 East Ash Street Springfield, IL 62704	445 N. Plum Street	1800	\$73.27	Compass	P-30920	761	Laura.Shanley@illinois.gov
Staunton, City of	City of Staunton 101 E Pearl St Staunton IL 62088	914 N. Easton Street	75	\$73.02	Compass	P-30920	762	mkuethe@stauntonil.com
Virden, City of	101 W. JACKSON ST. VIRDEN, IL 62690	253 N. DYE ST.	75	\$79.36	Compass	P-30920	763	mlackey@virdenonline.org; jselhime@virdenonline.org
Havana, City of	326 west Market Street	1045 South 10th street	250	\$79.47	Compass	P-30920	764	jbucy@casscomm.com
Mason City	145 S. Main St. Mason City, IL. 62664	217 N Tonica St.	50	\$77.51	Compass	P-30920	765	water@springnet1.com
Mason County Highway Dept.	1164 E Laurel Ave, Havana, IL 62644	29890 E CR 1150N	950	\$71.51	Compass	P-30920	766	masonchd@casscomm.com
STATE, IDOT - HAVANA (TS# 621H)	Illinois Department of Transportation District 6 126 East Ash Street Springfield, IL 62704	15816 S. WATER STREET, HAVANA 62644	300	\$79.47	Compass	P-30920	767	Laura.Shanley@illinois.gov
STATE, IDOT - MASON CITY (TS# 621)	Illinois Department of Transportation District 6 126 East Ash Street Springfield, IL 62704	9630 STATE ROUTE 29, MASON CITY 62664	800	\$71.51	Compass	P-30920	768	Laura.Shanley@illinois.gov
State, DOC-Graham Correctional Center	12078 IL Route 185, Hillsboro, IL 62049	12078 IL Rt. 185 - PO Box 499	25	\$76.99	Compass	P-30920	771	elaine.doht@illinois.gov
State, IDOT - LITCHFIELD (TS# 627)	Illinois Department of Transportation District 6 126 East Ash Street Springfield, IL 62704	13456 OLD ROUTE 66	2500	\$70.47	Compass	P-30920	772	Laura.Shanley@illinois.gov
Morgan County Road Dist #13	236 S. Miller St. Waverly, IL 62692	302 Vandalia St.	50	\$78.64	Compass	P-30920	775	ttreece@frontier.com
STATE, IDOT - JACKSONVILLE (TS# 614)	Illinois Department of Transportation District 6 126 East Ash Street Springfield, IL 62704	501 E. Walnut Street	2100	\$80.51	Compass	P-30920	778	Laura.Shanley@illinois.gov
Pike County Hwy. Dept.	P. O. Box 514, Pittsfield, IL 62363	1101 Lakeview Heights	800	\$85.95	Compass	P-30920	779	cjohnson@pikecountyll.org
STATE, IDOT - BARRY (TS# 611B)	Illinois Department of Transportation District 6 126 East Ash Street Springfield, IL 62704	16 KENDAL AVE., BARRY 62313	1100	\$86.48	Compass	P-30920	782	Laura.Shanley@illinois.gov
STATE, IDOT - PITTSFIELD (TS# 611)	Illinois Department of Transportation District 6 126 East Ash Street Springfield, IL 62704	335 N. GROVE, PITTSFIELD 62363	1600	\$85.95	Compass	P-30920	783	Laura.Shanley@illinois.gov
Divernon, Village of	50 East Brown St.	25 West Springer St.	25	\$79.36	Compass	P-30920	787	divernonpw@comcast.net
Pawnee, Village of	P.O. Box 560, Pawnee, IL 62558	617 - 7th Street	50	\$80.15	Compass	P-30920	791	vpawnee@comcast.net
Springfield, City of	300 S. 7th St. - Room 201	301 N. 17th Street	6000	\$64.63	Compass	P-30920	795	matt.gairani@springfield.il.us
STATE, IDOT - DIVERNON (TS# 628)	Illinois Department of Transportation District 6 126 East Ash Street Springfield, IL 62704	69 IL-104	500	\$79.36	Compass	P-30920	797	Laura.Shanley@illinois.gov
STATE, IDOT - SPRINGFIELD WEST (TS# 623)	Illinois Department of Transportation District 6 126 East Ash Street Springfield, IL 62704	650 N. Lincoln Avenue	2600	\$84.88	Compass	P-30920	799	Laura.Shanley@illinois.gov
STATE, IDOT - RUSHVILLE (TS# 613)	Illinois Department of Transportation District 6 126 East Ash Street Springfield, IL 62704	705 WILSON STREET, RUSHVILLE 62681	1700	\$91.17	Compass	P-30920	803	Laura.Shanley@illinois.gov
State, IDOT - RIGGSTON (TS# 611W)	Illinois Department of Transportation District 6 126 East Ash Street Springfield, IL 62704	1138 OLD ROUTE 36	3350	\$57.31	Compass	P-30920	805	Laura.Shanley@illinois.gov
Clark County Hwy. Dept.	15487 North State Highway-1	15487 North State Highway-1	90	\$86.54	Compass	P-30920	806	rkcoopchd@gmail.com

State, IDOT - MARSHALL (TS# 724)	IDOT 400 West Wabash Effingham, IL 62401	109 EDGEWOOD DRIVE	1450	\$83.54	Compass	P-30920	807	Laura.Shanley@illinois.gov
Flora, City of	200 Fairview St Flora, IL 62839	739 Vincennes Ave.	130	\$80.44	Compass	P-30920	808	publicworks@florail.us
State, IDOT - FLORA (TS# 723)	IDOT 400 West Wabash Effingham, IL 62401	7762 OLD HWY 50	100	\$80.44	Compass	P-30920	809	Laura.Shanley@illinois.gov
Ashmore Road District - Coles County Highway Dept	Coles County Highway Dept. 651 Jackson Street, Room 16 - Courthouse Charleston, Illinois 61920	22939 E. County Road 1050 N.	50	\$88.27	Compass	P-30920	810	rjohnson@co.coles.il.us
Charleston Road Dist. - Coles County Hwy. Dept.	Coles County Highway Dept. 651 Jackson Street, Room 16- Courthouse Charleston, Illinois 61920	927 West Hayes	100	\$86.54	Compass	P-30920	811	rjohnson@co.coles.il.us
Charleston, City of	520 Jackson Ave, Charleston, IL 61920	815 Adkins Dr	450	\$86.54	Compass	P-30920	812	operations@co.coles.il.us
Hutton Road District - Coles County Hwy. Dept.	651 Jackson Street, Room 16-Courthouse Charleston, Illinois 61920	2230 Co. Hwy. 5 in Hutton	50	\$86.54	Compass	P-30920	813	rjohnson@co.coles.il.us
Lafayette Road Dist. - Coles County Hwy. Dept.	Coles County Highway Dept. 651 Jackson Street, Room 16- Courthouse Charleston, Illinois 61920	9421 Old State Road	75	\$85.47	Compass	P-30920	814	rjohnson@co.coles.il.us
Mattoon Road Dist. - Coles County Hwy. Dept.	Coles County Highway Dept. 651 Jackson Street, Room 16- Courthouse Charleston, Illinois 61920	2679 E. County Road 600N	50	\$85.47	Compass	P-30920	815	rjohnson@co.coles.il.us
North Okaw Road Dist. - Coles County Hwy. Dept.	Coles County Highway Dept. 651 Jackson Street, Room 16- Courthouse Charleston, Illinois 61920	3442 Stotler Street	25	\$87.40	Compass	P-30920	816	rjohnson@co.coles.il.us
STATE, IDOT - CHARLESTON (TS# 721A)	IDOT 400 West Wabash Effingham, IL 62401	369 W. Coolidge	100	\$86.54	Compass	P-30920	817	Laura.Shanley@illinois.gov
STATE, IDOT - MATTOON (TS# 721)	IDOT 400 West Wabash Effingham, IL 62401	8640 Old State Road	2400	\$80.47	Compass	P-30920	818	Laura.Shanley@illinois.gov
Steven Hickory Road Dist. - Coles County Hwy. Dept.	Coles County Highway Dept. 651 Jackson Street, Room 16- Courthouse Charleston, Illinois 61920	14377 Onyx Street, Fairgrange	25	\$86.54	Compass	P-30920	819	rjohnson@co.coles.il.us
Mattoon, City of	401 Dewitt Avenue East	420 N. Logan Street	120	\$85.47	Compass	P-30920	820	barberd@mattoonillinois.org
Robinson, City of	P.O. Box 188, Robinson, IL 62454	208 E. Poplar St.	100	\$82.20	Compass	P-30920	821	cityengr@frontier.com
State, IDOT - ROBINSON (TS# 722R)	IDOT 400 West Wabash Effingham, IL 62401	13125 EAST 1050TH AVENUE	500	\$82.20	Compass	P-30920	822	Laura.Shanley@illinois.gov
State, IDOT - GREENUP (TS#725)	IDOT 400 West Wabash Effingham, IL 62401	403 WEST ROUTE 40	2300	\$79.79	Compass	P-30920	823	Laura.Shanley@illinois.gov
Albion, City of	City of Albion, 27 West Elm Street, Albion, IL 62806	784 Illinois Route 130	200	\$74.10	Compass	P-30920	824	cityofalbion@gmail.com
West Salem, Village of	106 East South St., West Salem, Illinois 62476	Water Plant 339, North West St	50	\$75.25	Compass	P-30920	825	tgoble67@yahoo.com
Altamont, City of	202 N. Second	603 West Monroe	22	\$80.91	Compass	P-30920	826	sstephen@altamontil.net
Effingham, City of	201 E. Jefferson Ave., Effingham, IL 62401	901 E. Eiche Ave	200	\$82.42	Compass	P-30920	827	jheuerman@effinghamil.com
Effingham, County Highway Dept.	101 N. 4-th Street - Suite 304, Effingham, IL 62401	3400 South Banker St.	200	\$82.42	Compass	P-30920	828	bhoopingarner@co.effingham.il.us
STATE, IDOT - EFFINGHAM (TS# 713)	IDOT 400 West Wabash Effingham, IL 62401	1900 West National Avenue	3000	\$77.42	Compass	P-30920	829	Laura.Shanley@illinois.gov
Brownstown, Village of	P. O. Box 336 Brownstown, IL 62418	1720 N 1615 St.	25	\$79.36	Compass	P-30920	830	robin_lovett@yahoo.com
Fayette County Hwy. Dept.	P.O. Box 297, Vandalia, IL 62471	598 IL 185	100	\$78.04	Compass	P-30920	831	fchd@ruralcommail.com
State, IDOT - VANDALIA (TS# 712)	IDOT 400 West Wabash Effingham, IL 62401	910 IMCO Drive	1600	\$75.04	Compass	P-30920	832	Laura.Shanley@illinois.gov
Vandalia, City of	431 W. Gallatin St., Vandalia, IL 62471	910 W. Randolph St.	400	\$78.04	Compass	P-30920	833	pwdirector@vandaliailinois.com; clerk@vandaliailinois.com
State, IDOT - NEWTON (TS# 722N)	IDOT 400 West Wabash Effingham, IL 62401	1700 WEST JORDAN	600	\$80.44	Compass	P-30920	834	Laura.Shanley@illinois.gov
Lawrence County Hwy. Dept.	P.O. Box 88, Lawrenceville, IL 62439	2204 South 15th Street	25	\$77.87	Compass	P-30920	835	lacobwhwy@gmail.com
Lawrenceville, City of	700 East State Street Lawrenceville Illinois 62439	1500 south 3rd st.	50	\$77.87	Compass	P-30920	836	griggsy_23@hotmail.com
STATE, IDOT - LAWRENCEVILLE (TS# 722)	IDOT 400 West Wabash Effingham, IL 62401	12969 Heath Road	950	\$74.87	Compass	P-30920	837	Laura.Shanley@illinois.gov
Forsyth, Village of	301 South US Route 51, Forsyth, IL 62535	Intersection of Smith Street and Fitch Street	150	\$85.47	Compass	P-30920	838	dfowler@forsyth-il.gov
State, IDOT - DECATUR (TS# 711)	IDOT 400 West Wabash Effingham, IL 62401	4142 NORTH WESTLAWN AVENUE	4800	\$68.94	Compass	P-30920	839	Laura.Shanley@illinois.gov
Decatur, City of	City of Decatur #1 Gary K. Anderson Plaza, Decatur, IL 62523	2600 North Jasper	3000	\$79.19	Compass	P-30920	840	jtayloy@decaturil.gov
Macon County Highway Dept.	2405 N Woodford St Decatur, il 62526	2627 N Woodford St	4800	\$68.94	Compass	P-30920	841	sjacobs@highway.co.macon.il.us

State, IDOT - SULLIVAN (TS# 710)	IDOT 400 West Wabash Effingham, IL 62401	1155 STATE HWY 32	1500	\$84.40	Compass	P-30920	842	Laura.Shanley@illinois.gov
Olney, City of	300 South Whittle Ave Olney IL 62450	1139 South Oak Street	225	\$76.99	Compass	P-30920	844	streets@cityofolney.com
State, IDOT - OLNEY (TS# 7230)	IDOT 400 West Wabash Effingham, IL 62401	3964 NORTH GENTRY ROAD	600	\$76.99	Compass	P-30920	845	Laura.Shanley@illinois.gov
Shelby County Hwy. Dept.	1590 State Hwy 16; Shelbyville; Illinois; 62565	1590 State Highway 16	150	\$83.19	Compass	P-30920	846	shelbycohw@consolidated.net
State, IDOT - SHELBYVILLE (TS# 715)	IDOT 400 West Wabash Effingham, IL 62401	1588 STATE HWY 16	1200	\$80.19	Compass	P-30920	847	Laura.Shanley@illinois.gov
STATE, IDOT - BROWNS (TS# 7418)	IDOT 400 West Wabash Effingham, IL 62401	80 Road 11076 East	900	\$71.49	Compass	P-30920	848	Laura.Shanley@illinois.gov
Wabash County Hwy. Dept.	11324 N 1550 Blvd, Mt. Carmel, IL 62863	11324 N. 1550 Blvd.	50	\$74.98	Compass	P-30920	849	countyg@frontier.com
STATE, IDOT - FAIRFIELD (TS# 741)	IDOT 400 West Wabash Effingham, IL 62401	117 Highland Avenue	1200	\$72.25	Compass	P-30920	850	Laura.Shanley@illinois.gov
Greenville, City of	404 S. 3rd St	1307 S. 4th St.	450	\$75.47	Compass	P-30920	851	wgrider@greenvilleillinois.com
STATE, IDOT - GREENVILLE (TS# 821)	Illinois Department of Transportation 1102 Eastport Plaza Drive Collinsville, IL 62234-6198	1500 South 4th Street	1500	\$72.47	Compass	P-30920	852	Laura.Shanley@illinois.gov
Breese, City of	500 N 1st St. Breese, IL 62230	980 S Broadway	150	\$73.02	Compass	P-30920	854	dvoss@breese.org
Carlyle, City of	850 FRANKLIN STREET, CARLYLE, IL 62231	1850 FRANKLIN ST	75	\$74.66	Compass	P-30920	855	admin@carlylelake.com
Clinton County Hwy. Dept.	P.O. Box 188, Carlyle, IL 62231	479 21st Street	1200	\$71.66	Compass	P-30920	856	highway@clintonco.illinois.gov
State, IDOT - CARLYLE (TS# 823)	Illinois Department of Transportation 1102 Eastport Plaza Drive Collinsville, IL 62234-6198	16800 OLD U.S. HIGHWAY 50	1500	\$71.66	Compass	P-30920	857	Laura.Shanley@illinois.gov
Carrollton, City of	621 W. South Main Street, Carrollton, IL 62016	Intersection of Cemetery Road and S. 6th Street	25	\$75.47	Compass	P-30920	858	grncohwy2@frontier.com
Greene County Hwy. Dept.	377 E. State Route 108, Carrollton, IL 62016	Quarry Road (Cave)	325	\$75.47	Compass	P-30920	859	grncohwy2@frontier.com
STATE, IDOT - CARROLLTON (TS# 835C)	Illinois Department of Transportation 1102 Eastport Plaza Drive Collinsville, IL 62234-6198	1091 N. Main Street	2000	\$70.47	Compass	P-30920	861	Laura.Shanley@illinois.gov
Jersey County Hwy. Dept.	722 State Highway 16, Jerseyville, IL 62052	722 State Hwy 16	450	\$73.02	Compass	P-30920	863	tklasner@jerseycounty-il.us
Jerseyville, City of	115 East Prairie Street	311 West Fairgrounds Avenue	400	\$73.02	Compass	P-30920	864	bmans@jerseyville-il.us
State, IDOT - Jerseyville (TS#835)	Illinois Department of Transportation 1102 Eastport Plaza Drive Collinsville, IL 62234-6198	218 EAST COUNTY LINE ROAD	2000	\$68.02	Compass	P-30920	865	Laura.Shanley@illinois.gov
Alton, City of	2 Emmie L Kaus Lane, Alton IL 62002	2 Emma L Kaus Lane	1000	\$68.51	Compass	P-30920	866	mwitche@cityofaltonil.com
Granite City Community Unit School Dist. #9	3200 Maryville Rd., Granite City, IL. 62040	1947 Adams St.	50	\$69.70	Compass	P-30920	867	facilities.management@gcsd9.net
Southern Illinois University at Edwardsville	PO Box 1039 Edwardsville, IL 62026	99 Supporting Services Dr	1000	\$68.51	Compass	P-30920	868	mattheb@siue.edu.; pmaclau@siue.edu
State, DHS-Alton Mental Health Center	4500 College Avenue-Business Office Alton, IL 62002	4500 College Avenue	72	\$71.51	Compass	P-30920	869	aneisha.shanklin@illinois.gov
STATE, IDOT - GODFREY SATELLITE YARD (TS# 832G)	Illinois Department of Transportation 1102 Eastport Plaza Drive Collinsville, IL 62234-6198	8411 GODFREY ROAD, GODFREY 62035	1250	\$68.51	Compass	P-30920	870	Laura.Shanley@illinois.gov
STATE, IDOT - HAMEL (TS# 825)	Illinois Department of Transportation 1102 Eastport Plaza Drive Collinsville, IL 62234-6198	6284 HAMEL DRIVE, HAMEL 62046	1800	\$69.01	Compass	P-30920	871	Laura.Shanley@illinois.gov
STATE, IDOT - HAMEL (TS# 825)	Illinois Department of Transportation 1102 Eastport Plaza Drive Collinsville, IL 62234-6198	6284 HAMEL DRIVE, HAMEL 62046	1800	\$69.01	Compass	P-30920	871	Laura.Shanley@illinois.gov
STATE, IDOT - MITCHELL STORAGE (TS# 832M)	Illinois Department of Transportation 1102 Eastport Plaza Drive Collinsville, IL 62234-6198	ROUTE 111 & DIAL ROAD, MITCHELL 62040	1250	\$66.70	Compass	P-30920	872	Laura.Shanley@illinois.gov
STATE, IDOT - PIERRON (TS# 833P)	Illinois Department of Transportation 1102 Eastport Plaza Drive Collinsville, IL 62234-6198	13701 SCHUSTER ROAD, PIERRON 62273	800	\$70.02	Compass	P-30920	873	Laura.Shanley@illinois.gov
STATE, IDOT - TROY (TS# 833)	Illinois Department of Transportation 1102 Eastport Plaza Drive Collinsville, IL 62234-6198	7586 U.S. HIGHWAY 40, TROY 62294	2500	\$66.51	Compass	P-30920	874	Laura.Shanley@illinois.gov
STATE, IDOT - WOOD RIVER (TS# 832)	Illinois Department of Transportation 1102 Eastport Plaza Drive Collinsville, IL 62234-6198	200 SOUTH BELLWOOD, EAST ALTON 62024	2500	\$65.70	Compass	P-30920	875	Laura.Shanley@illinois.gov
Centralia, City of	114 East 5th Centralia, Illinois 62801	114 East 5th	250	\$76.99	Compass	P-30920	876	jschwartz@cityofcentralia.org
STATE, IDOT - SALEM (TS# 831)	Illinois Department of Transportation 1102 Eastport Plaza Drive Collinsville, IL 62234-6198	707 South Marion	1800	\$75.64	Compass	P-30920	877	Laura.Shanley@illinois.gov
Columbia, City of	208 S. Rapp Ave., Columbia, IL 62236	1405 Boulder Blvd	500	\$72.53	Compass	P-30920	878	tahrens@columbiaillinois.com

Monroe County Hwy. Dept.	901 Illinois Avenue, Suite B, Waterloo, IL 62298	5200 Quarry Road	1900	\$67.01	Compass	P-30920	879	highway@monroecountyll.gov
Monroe County Hwy. Dept.	901 Illinois Avenue, Suite B, Waterloo, IL 62298	Rock City Complex, Limestone Lane	260	\$72.01	Compass	P-30920	880	highway@monroecountyll.gov
Monroe County Road Districts	901 Illinois Avenue, Suite B, Waterloo, IL 62298	Rock City Complex, Limestone Lane	775	\$69.01	Compass	P-30920	881	highway@monroecountyll.gov
STATE, IDOT - COLUMBIA (TS# 855)	Illinois Department of Transportation 1102 Eastport Plaza Drive Collinsville, IL 62234-6198	405 OLD STATE ROUTE 3, COLUMBIA 62236	2000	\$65.70	Compass	P-30920	882	Laura.Shanley@illinois.gov
STATE, IDOT - HECKER (TS# 814)	Illinois Department of Transportation 1102 Eastport Plaza Drive Collinsville, IL 62234-6198	8272 NIKE ROAD, HECKER 62248	1250	\$69.53	Compass	P-30920	883	Laura.Shanley@illinois.gov
Waterloo, City of	100 West 4th Street , Waterloo, IL 62298	417 West 4th Street	800	\$69.01	Compass	P-30920	884	tbirk@waterloo.il.us
Randolph County Hwy. Dept.	609 S. Chester Street, P.O. Box 243, Sparta, Illinois 62286	10312 Schuline Road	300	\$75.47	Compass	P-30920	885	rchd@randolphco.org
Randolph County Road Dist #2	4379 Chester Road Chester IL 62233	4379 Chester Road	200	\$76.99	Compass	P-30920	886	rcrd@nwcable.net
Randolph County Road Dist. #3	10239 State Route 3 Red Bud IL 62278	10239 State Route 3	75	\$73.02	Compass	P-30920	887	randolph.co.rd3@gmail.com
State, IDOT - STEELEVILLE (TS# 815)	Illinois Department of Transportation 1102 Eastport Plaza Drive Collinsville, IL 62234-6198	700 NORTH CHERRY	1250	\$73.99	Compass	P-30920	888	Laura.Shanley@illinois.gov
STATE, IDOT - BELLEVILLE (TS# 811)	Illinois Department of Transportation 1102 Eastport Plaza Drive Collinsville, IL 62234-6198	2107 FREEBURG AVENUE, BELLEVILLE 62220	2000	\$65.70	Compass	P-30920	889	Laura.Shanley@illinois.gov
STATE, IDOT - EAST ST LOUIS (TS# 851)	Illinois Department of Transportation 1102 Eastport Plaza Drive Collinsville, IL 62234-6198	728 EXCHANGE AVENUE, EAST ST LOUIS 62201	3500	\$53.92	Compass	P-30920	890	Laura.Shanley@illinois.gov
STATE, IDOT - SCOTT AFB STORAGE (TS# 811B)	Illinois Department of Transportation 1102 Eastport Plaza Drive Collinsville, IL 62234-6198	8313 SHILOH VALLEY TOWNSHIP LINE RD, LEBANON 62264	1750	\$69.53	Compass	P-30920	891	Laura.Shanley@illinois.gov
STATE, IDOT - SIGN SHOP SALT DOME (TS# 811F)	Illinois Department of Transportation 1102 Eastport Plaza Drive Collinsville, IL 62234-6198	9601 ST CLAIR AVE, FAIRVIEW HEIGHTS 62208	1250	\$67.21	Compass	P-30920	892	Laura.Shanley@illinois.gov
STATE, IDOT - TUNNEL STORAGE (TS# 811T)	Illinois Department of Transportation 1102 Eastport Plaza Drive Collinsville, IL 62234-6198	IL 15 LOCATED BEHIND 1301 S 11TH STREET, BELLEVILLE 62226	400	\$70.70	Compass	P-30920	893	Laura.Shanley@illinois.gov
Belleville, City of	510 W Main St, Belleville, IL 62220	2115 Freeburg Ave.	840	\$68.51	Compass	P-30920	894	jpoole@belleville.net
Belleville, City of	101 S. Illinois	801 Royal Heights Road	600	\$70.21	Compass	P-30920	895	mvelloff@belleville.net
Fairview Heights, City of	10025 Bunkum Rd. Fairview Heights, IL 62208	550 Wilcox St.	1000	\$67.21	Compass	P-30920	896	wolf@cofh.org
Freeburg Township	203 S. Richland, Freeburg, IL 62243	718 Hill Mine Road	500	\$71.51	Compass	P-30920	897	freeburgtownship@sbcglobal.net
Mascoutah, City of	3 West Main, Mascoutah IL, 62258	68 West Union	100	\$72.01	Compass	P-30920	898	jcarlton@mascoutah.com
O'Fallon, City of	255 S. Lincoln Ave.	505 West State St	600	\$70.70	Compass	P-30920	899	fsheemaker@ofallon.org
Shiloh Valley Township	1370 Shiloh Station Rd. Belleville 62221	1370 Shiloh Station Road	125	\$71.51	Compass	P-30920	900	brianellison64@yahoo.com
STATE, IDOT - NASHVILLE (TS# 824)	Illinois Department of Transportation 1102 Eastport Plaza Drive Collinsville, IL 62234-6198	9571 IDOT Shed Road	1500	\$72.47	Compass	P-30920	901	Laura.Shanley@illinois.gov
Washington County Hwy. Dept.	1243 W. Adams	17986 Richview Road	300	\$75.47	Compass	P-30920	902	Kiefer.Heiman@washingtonco.illinois.gov
Alexander County Hwy. Dept.	P.O. Box 216, Olive Branch, IL 62969	26799 State Highway 3	125	\$74.03	Compass	P-30920	903	Alexandercohw@gmail.com
Cairo, City Of	1501 Washington Ave. Cairo, IL 62914	104 8th street	50	\$73.43	Compass	P-30920	904	cityhallcairo@gmail.com; firedepartmentcairo@gmail.com
STATE, IDOT - CAIRO (TS# 931C)	Illinois Department of Transportation District 9 PO Box 100 Carbondale, IL 62901	12864 PATIERDALE ROAD, CAIRO 62914	1300	\$70.43	Compass	P-30920	905	Laura.Shanley@illinois.gov
STATE, IDOT - WEST CITY (TS# 914)	Illinois Department of Transportation District 9 PO Box 100 Carbondale, IL 62901	1101 Route 14 West	2000	\$71.28	Compass	P-30920	906	Laura.Shanley@illinois.gov
STATE, IDOT - ZEIGLER (TS# 914Z)	Illinois Department of Transportation District 9 PO Box 100 Carbondale, IL 62901	700 East Linden Street	450	\$74.97	Compass	P-30920	907	Laura.Shanley@illinois.gov
STATE, IDOT - SHAWNEETOWN (TS# 922S)	Illinois Department of Transportation District 9 PO Box 100 Carbondale, IL 62901	10455 IL Route 1	600	\$74.10	Compass	P-30920	908	Laura.Shanley@illinois.gov
STATE, IDOT - ENFIELD (TS# 942)	Illinois Department of Transportation District 9 PO Box 100 Carbondale, IL 62901	611 First Street	1800	\$72.25	Compass	P-30920	909	Laura.Shanley@illinois.gov
State, IDOT - ELIZABETHTOWN (TS# 922E)	Illinois Department of Transportation District 9 PO Box 100 Carbondale, IL 62901	IL ROUTE 146 WEST	500	\$75.25	Compass	P-30920	910	Laura.Shanley@illinois.gov
Carbondale Township	1001 N. Michaels St. Carbondale, IL 62901	212 W. Willow St.	125	\$74.97	Compass	P-30920	911	hwycommissioner@carbondaletownship.org
Carbondale, City of	200 South Illinois Avenue, Carbondale, IL 62901	212 West Willow Street	500	\$74.97	Compass	P-30920	912	shenry@explorecarbondaletownship.org
Jackson County Highway Dept.	1200 Enterprise Avenue, Murphysboro, IL 62966	1200 Enterprise Ave.	480	\$76.51	Compass	P-30920	913	mitch.burdick@jacksoncounty-il.gov

Murphysboro, City of	316 N 12th Street, Murphysboro, IL 62966	316 N. 12th St.	125	\$76.51	Compass	P-30920	914	lbryant@murphysboro.com
Southern Illinois University at Carbondale	210 Physical Plant Drive Carbondale Illinois 62901	1724 University Press Dr. McLafferty Rd Storage	50	\$74.97	Compass	P-30920	915	dawns@psu.siu.edu; eddie.fitzgerald@sic.edu
STATE, IDOT - CARBONDALE (TS# 913C)	Illinois Department of Transportation District 9 PO Box 100 Carbondale, IL 62901	2801 WEST MURPHYSBORO ROAD, CARBONDALE 62903	300	\$74.97	Compass	P-30920	916	Laura.Shanley@illinois.gov
STATE, IDOT - MURPHYSBORO (TS# 913)	Illinois Department of Transportation District 9 PO Box 100 Carbondale, IL 62901	15305 HIGHWAY 127, MURPHYSBORO 62966	2200	\$71.51	Compass	P-30920	917	Laura.Shanley@illinois.gov
STATE, IDOT - MT. VERNON (TS# 932)	Illinois Department of Transportation District 9 PO Box 100 Carbondale, IL 62901	1 Fountain Place	3200	\$63.63	Compass	P-30920	918	Laura.Shanley@illinois.gov
Mt. Vernon, City of	1201 Casey Ave., Mt. Vernon, IL 62864	1937 S. 10th Street	200	\$78.88	Compass	P-30920	919	matt.fauss@mtvernon.com
State, IDOT - VIENNA (TS# 923)	Illinois Department of Transportation District 9 PO Box 100 Carbondale, IL 62901	1395 U.S. 45 NORTH	1600	\$67.48	Compass	P-30920	920	Laura.Shanley@illinois.gov
Massac County Highway Dept.	2736 North Avenue, Metropolis, IL 62960	2736 North Ave.	200	\$68.58	Compass	P-30920	921	massac.hwy.dept@outlook.com
STATE, IDOT - BELGRADE (TS# 923B)	Illinois Department of Transportation District 9 PO Box 100 Carbondale, IL 62901	2813 IL Route 145	700	\$65.58	Compass	P-30920	922	Laura.Shanley@illinois.gov
Perry County Highway Dept.	3698 IL 13/127, Pinckneyville, IL 62274	3698 State Rte 13/127	100	\$78.04	Compass	P-30920	923	botten@perryil.com
STATE, IDOT - PINCKNEYVILLE (TS# 912)	Illinois Department of Transportation District 9 PO Box 100 Carbondale, IL 62901	3750 State Route 13/127	1500	\$75.04	Compass	P-30920	924	Laura.Shanley@illinois.gov
Golconda, City of	P.O. Box 511, Golconda, Ill. 62938	118 North Monroie St.	25	\$73.43	Compass	P-30920	925	citygol@shawneelink.net
State, IDOT - DIXON SPRINGS (TS# 923D)	Illinois Department of Transportation District 9 PO Box 100 Carbondale, IL 62901	RURAL ROUTE 2	500	\$73.43	Compass	P-30920	926	Laura.Shanley@illinois.gov
Pulaski County Hwy. Dept.	PO Box 97 Villa Ridge, IL 62996	300 Dakota Road	125	\$72.25	Compass	P-30920	927	bwatson@pulaskicountyl.gov
Eldorado, City of	901 FOURTH ST., ELDORADO, IL 62930	KENNEDY STREET	50	\$73.31	Compass	P-30920	928	eldclerk@clearwave.com
Harrisburg, City of	918 Bauman Lane, Harrisburg Illinois 62946	918 Bauman Lane	500	\$74.03	Compass	P-30920	929	kmayhall@cityofharrisburgil.com
Saline County Highway Dept.	1700 S. Feazel Street, Harrisburg, IL 62946	1700 S. Feazel St.	125	\$74.03	Compass	P-30920	930	schd1@frontier.com
Southeastern Illinois College	3575 College Rd, Harrisburg, IL 62946	3575 College Road	50	\$74.03	Compass	P-30920	931	eddie.fitzgerald@sic.edu
State, IDOT - HARRISBURG (TS# 922)	Illinois Department of Transportation District 9 PO Box 100 Carbondale, IL 62901	1700 SOUTH FEAZEL STREET	2500	\$69.03	Compass	P-30920	932	Laura.Shanley@illinois.gov
Anna, City of	105 Market St., Anna, IL 62906	103 Market Street	100	\$73.43	Compass	P-30920	933	gdahmer@cityofanna.org
Cobden, Village Of	P.O. Box 218 Cobden IL 62920	500 S. Jefferson St.	25	\$74.03	Compass	P-30920	934	cobdenvillage@gmail.com
STATE, IDOT - ANNA (TS# 931)	Illinois Department of Transportation District 9 PO Box 100 Carbondale, IL 62901	215 North Lime Kiln Road	1600	\$70.43	Compass	P-30920	935	Laura.Shanley@illinois.gov
STATE, IDOT - DONGOLA (TS# 931D)	Illinois Department of Transportation District 9 PO Box 100 Carbondale, IL 62901	7025 US 51 South	50	\$71.06	Compass	P-30920	936	Laura.Shanley@illinois.gov
Union County Hwy. Dept.	306 West Mississippi St. Jonesboro, IL 62952	306 W. Mississippi St.	75	\$73.43	Compass	P-30920	937	jdenny@unioncountyl.gov
Grayville, City of	122 S COURT ST GRAYVILLE IL 62844	401 S WATER STREET	60	\$72.52	Compass	P-30920	938	grayville@frontier.com
Energy, Village Of	P.O. Box 40, Energy, IL 62933	701 West College Street	25	\$74.03	Compass	P-30920	939	andy1204@frontier.com
Johnston, City of	100 W. Broadway Blvd.	100 E. 7TH ST.	100	\$74.86	Compass	P-30920	940	DILLYDOWN101@GMAIL.COM
Marion, City of	1102 Tower Square Plaza	1316 South Vanburen St.	600	\$74.03	Compass	P-30920	941	street@cityofmarionil.gov
State, IDOT - MARION (TS# 921)	Illinois Department of Transportation District 9 PO Box 100 Carbondale, IL 62901	705 ROBINSON DRIVE	3200	\$58.78	Compass	P-30920	942	Laura.Shanley@illinois.gov
Williamson County Hwy. Dept.	1817 North Court Street Marion Illinois 62959	1817 North Court St.	480	\$74.03	Compass	P-30920	943	jtravis@williamsoncountyl.gov

CITY OF DES PLAINES

RESOLUTION R - 180 - 21

**A RESOLUTION AUTHORIZING THE PROCUREMENT
OF ROCK SALT FROM COMPASS MINERALS AMERICA,
INC.**

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize and encourage intergovernmental cooperation; and

WHEREAS, the City has appropriated funds in the Motor Fuel Tax Fund for use by the Public Works and Engineering Department for the procurement of bulk rock salt for snow and ice control operations; and

WHEREAS, the City is a member of the Illinois Central Management Services joint purchasing program ("**CMS**"), which typically ensures local government participants the best available price, quality of product, and terms of delivery; and

WHEREAS, the City placed a joint purchasing requisition order from CMS for a base amount of 6,000 tons of rock salt, of which amount the City is obligated to purchase 80 percent (4,800 tons) and the Vendor is obligated to supply 120 percent (7,200 tons); and

WHEREAS, CMS sought bids for the award of CMS Contract 22-416CMS-BOSS4-P-30920 ("**CMS Contract**") for the procurement of rock salt, and Compass Minerals America, Inc. ("**Vendor**") submitted the low bid price of \$47.33 per ton for the City; and

WHEREAS, City staff has determined that CMS's purchasing policies satisfy the City's competitive bidding requirements; and

WHEREAS, the City Council has determined that it is in the best interest of the City to purchase rock salt from Vendor in the amount of \$47.33 per ton in accordance with the CMS Contract;

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 PURCHASE. The City Council hereby approves the purchase by the City of rock salt from Vendor through the CMS Contract in the amount of \$47.33 per ton.

SECTION 3: AUTHORIZATION OF PURCHASE. The City Manager is hereby authorized and directed to execute such documents and make such payments, on behalf of the City, as are necessary to complete the purchase of rock salt from Vendor through the CMS Contract in the amount of \$47.33 per ton.

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 Purchase of Rock Salt thru CMS from Compass Minerals America Inc 2021-2022



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

1111 Joseph Schwab Road

Des Plaines, IL 60016

P: 847.391.5464

desplaines.org

MEMORANDUM

Date: November 4, 2021

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

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

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 – JOS Services, Inc.

Issue: The City has a new Professional Services Master Contract with JOS Services, Inc. for plumbing construction services that requires City Council approval.

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

JOS Services, Inc. has been the City's low bidder for Plumbing Maintenance Repair contracts and quotes since 2018 and has completed numerous projects, such as plumbing repairs and upgrades to City Hall, Police Department, Fire Stations, History Center, and the Des Plaines Theatre, with extensive understanding of each building. JOS Services, Inc. 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 JOS Services will define each project as individual tasks and provides 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 JOS Services to assist with construction. JOS Services has provided the City with reasonable labor rates which are included in the master contract.

Recommendation: We recommend the City Council approve the Plumbing Services Master Contract between the City of Des Plaines and JOS Services, Inc., 905 Safford Ave, Lake Bluff, IL, 60044.

Attachments:

Resolution R-181-21

Exhibit A – Master Contract

CITY OF DES PLAINES

RESOLUTION R - 181 - 21

**A RESOLUTION APPROVING A MASTER CONTRACT
WITH, JOS SERVICES, INC. FOR PLUMBING 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 a plumbing firm to perform certain construction services and work for the City as such services are needed over time ("**Construction Services**"); and

WHEREAS, **JOS Services, Inc. ("**Contractor**")** has performed Construction 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 Construction 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 Contractor;

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

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

SECTION 2: APPROVAL OF 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 JOS Services

Master Contract
Between the City of Des Plaines
And JOS Services, Inc.
For Plumbing Services

Master Contract
Between the City of Des Plaines
And JOS Services, Inc.
For Plumbing Services

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Master Contract
Between The City of Des Plaines
And JOS Services, Inc.
For Plumbing Services

This contract (the “*Master Contract*”) is dated as of **November 15, 2021** (the “*Effective Date*”) and is by and between the City of Des Plaines (the “*City*”) and JOS Services, 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 December 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 \$10,000 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:
JOS Services, Inc.
905 Safford Avenue
Lake Bluff, IL 60044
Attn: James Siebert

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

By: _____

Name: _____

Title: City Manager

JOS Services, Inc.

By:  _____Name: STEVE STAUROPOULOSTitle: SECRETARY

ATTACHMENT A

TASK ORDER

In accordance with Section 1.2 of the Master Contract dated November 15, 2021 between the City of Des Plaines (the “*City*”) and JOS Services, 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



J.O.S. SERVICES INC.

2021/2022 Labor Pricing for the City of Des Plaines

Regular Hours Monday-Friday 7:00 A.M.—3:30 P.M.	Off Hours Monday-Saturday	Sunday & Holidays
\$130/hr	\$195/hr	\$260/hr

Sincerely,
Steve Stavropoulos

JOS Services Inc
905 Safford Ave
Lake Bluff, IL 60044

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



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: November 4, 2021

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

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

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 – Super Electric Construction Company

Issue: The City has a new Professional Services Master Contract with Super Electric Construction Company 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.

Super Electric Construction Company was the electrical contractor for work recently completed during construction of the Civic Center Parking Deck. They have performed extremely well during the construction and have assisted with additional low voltage security upgrades and call box installations/troubleshooting. Super Electric understands the expectations for this service contract, and has shown reliable response and results to both scheduled and emergency calls. The master contract with Super 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 Super Electric Construction Company. Super Electric has provided the City with reasonable labor rates which are included in the master contract.

Recommendation: We recommend the City Council approve the Electrical Services Master Contract between the City of Des Plaines and Super Electric Construction Company, 4300 West Chicago Avenue, Chicago, Illinois, 60651.

Attachments:

Resolution R-182-21
Exhibit A – Master Contract

CITY OF DES PLAINES

RESOLUTION R - 182 - 21

**A RESOLUTION APPROVING A MASTER CONTRACT
WITH SUPER ELECTRIC CONSTRUCTION COMPANY
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 electrical construction services and work for the City as such services are needed over time ("*Electrical Services*"); and

WHEREAS, Super Electric Construction Company ("*Contractor*") 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 Contractor;

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

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

SECTION 2: APPROVAL OF 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 Super Electric Construction Company

Master Contract
Between the City of Des Plaines
And Super Electric Construction Company
For Electrical Construction Services

Master Contract
Between the City of Des Plaines
And Super Electric Construction Company
For Electrical Services

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Master Contract
Between The City of Des Plaines
And Super Electric Construction Company
For Electrical Construction Services

This contract (the “*Master Contract*”) is dated as of **November 15, 2021** (the “*Effective Date*”) and is by and between the City of Des Plaines (the “*City*”) and Super Electric Construction Company (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 December 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 \$10,000 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:
Super Electric Construction Company
400 W. Chicago Avenue
Chicago, IL 60651
Attn: Dan Fahey

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

By: _____

Name: _____

Title: City Manager*Super Electric Construction Company*By: Name: Ryan SchultTitle: Executive Vice President

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 Super Electric Construction Company (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



September 22, 2021

City of Des Plaines
1111 Joseph Schwab Road
Des Plaines, Illinois 60016

Email: tbueser@desplaines.org

Attention: Mr. Tom Bueser

Re: Electrical Time & Material Billing Rates

Dear Tom:

We were notified by the Electrical Arbitration Board of an increase in Local #134 wages and fringe benefits effective June 7, 2021 and these rates shall remain in effect until June 5, 2022.

The workday shall be eight (8) hours in length (8:00 A.M. to 4:30 P.M., Monday through Friday) and the hourly rates including insurance, taxes, fringe benefits, overhead, and profit for each classification are as follows:

	<u>Straight Time</u>	<u>Time & One Half</u>	<u>Double Time</u>
Journeyman	\$119.80	\$163.85	\$207.90
Foreman	\$124.25	\$170.15	\$216.05
General Foreman	\$128.70	\$176.40	\$224.15

The above labor rates include all insurance, taxes, union fringe benefits, overhead, and profit.

Straight Time: 8:00 A.M. to 4:30 P.M., Monday through Friday, except when a designated holiday intervenes.

Time & One Half: All work performed after regular working hours and on Saturday up to 4:30 P.M.

Double Time: Any hours worked in excess of eight (8) on Saturday or all work after 4:30 P.M. Saturday to 7:00 A.M. Monday and on all recognized holidays.

We offer a 24-hour emergency number to our customers. Emergency services will be supplied for an additional 5% added to the above labor rates with a minimum billing requirement of four (4) hours. Service trucks will be charged at \$110.00 per visit.



City of Des Plaines
September 22, 2021
Page 2

Our list of emergency telephone numbers are as follows:

Mr. Dan Fahey	773-565-5738
Mr. Phil Taldone	773-447-0266

Please ensure an additional allowance for material costs of approximately \$200.00/Day. Material, consumables, and/or expendable items will be furnished and billed at actual cost plus 10% for overhead and 5% for profit.

Tools and equipment assigned to the jobs (with a cost of more than \$500.00) that are owned by Super Electric are to be billed according to the NECA Tool Rental Rates.

Rental equipment shall be billed the same as material.

Terms are Net 30 days.

We trust the above meets with your requirements. If you should have any questions, please feel free to contact us. Hoping to be of service, we are

Sincerely yours,

SUPER ELECTRIC CONSTRUCTION CO.

Dan Fahey

Dan Fahey
Project Manager

DRF/dr

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



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: November 4, 2021

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

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

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

Subject: Oakton Street Sidepath – Phase II Engineering Design

Issue: The City has been awarded Illinois Transportation Enhancement Program (ITEP) funds to design and construct the Oakton Street Sidepath project in the amount of \$1,903,537.50. ITEP will be funding the project 100%. Christopher B. Burke Engineering, Ltd (CBBEL) was selected to perform the Phase I and Phase II Engineering through a qualifications-based selection process.

Analysis: The project consists of constructing a sidepath, for use by both pedestrians and bicyclists, along the north side of Oakton Street between Des Plaines River Road and the Des Plaines River Trail. In addition, a refuge median and upgraded signage and flashing beacons are to be added to improve the safety of the existing Des Plaines River Trail crossing of Oakton Street.

As part of the grant requirements, the City needs to enter into a Local Public Agency Agreement for Federal Participation with IDOT as well as an Engineering Services Agreement for the Phase II Engineering.

Recommendation: We recommend approval of the Local Public Agency Agreement for Federal Participation with IDOT as well as an Engineering Services Agreement for the Phase II Engineering with Christopher B. Burke Engineering, Ltd., 9575 W. Higgins Road, Suite 600, Rosemont, IL 60018 in the not-to-exceed amount of \$158,625 for engineering design services for the Oakton Street Sidepath project. It will be funded from budgeted Grant Funded Projects funds.

Attachments:

Resolution R-183-21
Exhibit A - Local Agency Agreement
Exhibit B – Engineering Services Agreement

CITY OF DES PLAINES

RESOLUTION R - 183 - 21

**A RESOLUTION APPROVING THE EXECUTION OF A
LOCAL AGENCY AGREEMENT WITH IDOT AND AN
ENGINEERING SERVICES AGREEMENT WITH
CHRISTOPHER B. BURKE ENGINEERING, LTD. IN
CONNECTION WITH THE CONSTRUCTION OF THE
OAKTON STREET SIDEPATH PROJECT.**

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 was awarded Illinois Transportation Enhancement Program ("*ITEP*") funds in the amount of \$1,903,537.50 to design and construct Phase II of the Oakton Street Sidepath Project ("*Project*"); and

WHEREAS, in order to begin Phase II of the Project, the Illinois Department of Transportation ("*IDOT*") requires that the City enter into: (i) a Local Agency Agreement for Federal Participation with IDOT setting forth the rights and responsibilities of the City and IDOT in connection with the completion of the Project ("*Local Agency Agreement*"); and (ii) an Engineering Services Agreement for Federal Participation with an engineering firm ("*Engineering Services Agreement*") for the procurement of Phase II engineering services for the Project ("*Engineering Services*"); and

WHEREAS, the estimated cost to complete the Project, including construction and Engineering Services, is \$1,903,537.50; and

WHEREAS, pursuant to the Local Agency Agreement: (i) IDOT will pay the cost of constructing the Project; and (ii) the City will pay the cost of the Engineering Services for the Project, and IDOT will reimburse the City for the cost of the Engineering Services; and

WHEREAS, the City has appropriated sufficient funds in the Grant Funded Projects Fund for use by the Department of Public Works and Engineering to pay the cost of the Engineering Services for the Project; and

WHEREAS, pursuant to Chapter 10 of Title 1 of the City Code of the City of Des Plaines and the City's purchasing policy, the City Council 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 and judgment; and

WHEREAS, in accordance with the IDOT Bureau of Local Roads and Streets Manual Chapter 5 requirements for projects that include federal funds, the City conducted a formal

Qualifications Based Selection ("**QBS**") process for the selection of an engineering consultant; and

WHEREAS, as determined pursuant to the QBS process, Christopher B. Burke Engineering, Ltd. ("**Consultant**") submitted the top-ranked proposal; and

WHEREAS, the City desires to enter into the: (i) Local Agency Agreement with IDOT; and (ii) Engineering Services Agreement with Consultant for the performance of the Engineering Services in the not-to-exceed amount of \$158,625; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into the: (i) Local Agency Agreement with IDOT; and (ii) Engineering Services Agreement with Consultant; and

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 LOCAL AGENCY AGREEMENT. The City Council hereby approves the Local Agency Agreement in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

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

SECTION 4: WAIVER OF COMPETITIVE BIDDING. The requirement that competitive bids be solicited for the procurement of the Engineering Services is hereby waived.

SECTION 5: APPROVAL OF ENGINEERING SERVICES AGREEMENT. The City Council hereby approves the Engineering Services Agreement in substantially the form attached to this Resolution as **Exhibit B**, and in a final form to be approved by the General Counsel, in the not-to-exceed amount of \$158,625.

SECTION 6: AUTHORIZATION TO EXECUTE THE ENGINEERING SERVICES AGREEMENT. The City Council hereby authorizes and directs the Mayor and the City Clerk to execute and seal, on behalf of the City, the final Engineering Services Agreement, in the not-to-exceed amount of \$158,625.

SECTION 7: 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 LAA with IDOT and Agreement with CBBEL for Oakton St Sidepath


LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
City of Des Plaines	Cook	20-00224-00-BT

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
ITEP	143004	CMAQ	

☐ Construction on State Letting
 ☐ Construction Local Letting
 ☐ Day Labor
 ☒ Local Administered Engineering
 ☐ Right-of-Way

Construction
Engineering
Right of Way

Job Number	Project Number	Job Number	Project Number	Job Number	Project Number

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "**LPA**" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "**STATE**". The **STATE** and **LPA** jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "**FHWA**".

LOCATION

Local Street/Road Name	Key Route	Length	From	To
Oakton Street	FAU 1332	0.42 mi	3.28	3.70

Location Termini
Des Plaines River Road to the Des Plaines River Trail

Current Jurisdiction	Existing Structure Number(s)	Add Location
IDOT	016-2601	Remove

PROJECT DESCRIPTION

The project consists of constructing a sidepath, for use by both pedestrians and bicyclists, along the north side of Oakton Street between Des Plaines River Road and the Des Plaines River Trail. In addition, a refuge median and upgraded signage and beacons are to be added to improve the safety of the existing Des Plaines River Trail crossing of Oakton Street.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the **LPA** will pay the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA's** estimated obligation incurred under this agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - **LPA's** Share _____ divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.
11. (Preliminary Engineering) In the event that right-of-way acquisition for, or construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following **FHWA** authorization, the **LPA** will repay the **STATE** any Federal funds received under the terms of this agreement.
12. (Right-of-Way Acquisition) In the event construction has not commenced by the close of the twentieth fiscal year following **FHWA** authorization using right-of-way acquired this agreement, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this agreement.
13. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
14. Certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
15. To include the certifications, listed in item 14 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
16. (**STATE** Contracts). That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
17. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the **LPA's** certification that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 any employee of a member of congress in connection with the awarding of any federal contract, the making 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 undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The **LPA** shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
18. To regulate parking and traffic in accordance with the approved project report.
 19. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
 20. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
 21. To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project in which no expenditures have been charged against federal funds for the past twelve (12) months.
 22. (Reimbursement Requests) For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
 23. (Final Invoice) The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice on the engineering projects.
 24. (Project Closeout) The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
 25. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement. For Right-of-Way projects the end date is fifteen (15) years from the execution date of the agreement. For Construction projects the end date is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
 26. (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
 27. That the **LPA** is required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>
 28. (Required Uniform Reporting) To comply with the Grant Accountability and Transparency Act (30 ILCS 708) that requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. (State Contracts) To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when agreed unit prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the agreed unit prices and engineer's pay estimates in accordance with the division of cost page.

4. (Local Contracts) For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or construction work:
 - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors and assigns.
4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on state awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

<input checked="" type="checkbox"/>	1.	Location Map
<input checked="" type="checkbox"/>	2.	Division of Cost
-		
Add Row		

The **LPA** further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

City of Des Plaines

Title of Official

Mayor Andrew Goczkowski

Signature

Date

The above signature certifies the agency's Tin number is

366005849 conducting business as a Governmental Entity.

Duns Number 074399668

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

Yangsui Kim, Chief Counsel

Date

Joanne Woodworth, Acting Chief Fiscal Officer

Date

NOTE: if the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

ADDENDA NUMBER 2

Local Public Agency		County		Section Number	
City of Des Plaines		Cook		20-00224-00-BT	
Construction		Engineering		Right of Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number

DIVISION OF COST

	Federal Funds			State Funds			Local Public Agency			
Type of Work	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	Totals
-										
- Preliminary Engineering	ITEP	\$126,900.00		State Funds	\$31,725.00					\$158,625.00
- Participating Construction	ITEP	\$1,269,030.00		State Funds	\$31,725.00					\$1,300,755.00
- Construction Engineering	ITEP	\$126,900.00		State Funds	\$317,257.50					\$444,157.50
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If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.



Local Public Agency Engineering Services Agreement



Using Federal Funds? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Agreement For Federal PE	Agreement Type Original
--	------------------------------------	-----------------------------------

LOCAL PUBLIC AGENCY

Local Public Agency City of Des Plaines	County Cook	Section Number 20-00224-00-BT	Job Number
Project Number 	Contact Name Jon Duddles	Phone Number (847) 391-5390	Email jduddles@desplaines.org

SECTION PROVISIONS

Local Street/Road Name Oakton Street	Key Route 	Length 0.42 mi	Structure Number 016-2601
Location Termini Des Plaines River Road to the Des Plaines River Trail			<input type="button" value="Add Location"/> <input type="button" value="Remove Location"/>

Project Description

The project consists of constructing a sidepath, for use by both pedestrians and bicyclists, along the north side of Oakton Street between Des Plaines River Road and the Des Plaines River Trail. In addition, a refuge median and upgraded signage and beacons are to be added to improve the safety of the existing Des Plaines River Trail crossing of Oakton Street.

Engineering Funding	<input checked="" type="checkbox"/> Federal	<input type="checkbox"/> MFT/TBP	<input type="checkbox"/> State	<input type="checkbox"/> Other	
Anticipated Construction Funding	<input checked="" type="checkbox"/> Federal	<input type="checkbox"/> MFT/TBP	<input type="checkbox"/> State	<input type="checkbox"/> Other	

AGREEMENT FOR

☐ Phase I - Preliminary Engineering ☒ Phase II - Design Engineering

CONSULTANT

Consultant (Firm) Name Christopher B. Burke Eng., Ltd.	Contact Name Mike Kerr	Phone Number (847) 823-0500	Email mkerr@cbbel.com
Address 9575 W. Higgins Road, Suite 600	City Rosemont	State IL	Zip Code 60018

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge	A full time LPA employee authorized to administer inherently governmental PROJECT activities

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Direct Costs Check Sheet
- ☒ EXHIBIT D: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT E: Cost Plus Fixed Fee Cost Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514)
- ☐ _____
- ☐ _____
- ☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of United States Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affix the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See Exhibit C).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
 - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit D is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Lump Sum

☐ Specific Rate

☒ Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where $FF = (0.33 + R) DL + \%SubDL$, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).
6. To certify by execution of the AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40 USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT: the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
 The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys,

reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph e and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

- (a) abide by the terms of the statement; and
- (b) notify the employer of any criminal drug statue conviction for a violation occurring int he workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 12. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
Christopher B. Burke Engineering, Ltd.	36-3468939	\$108,833.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
- Epstein		\$40,892.00
- Testing Service Corporation	35-0937582	\$8,900.00
Subconsultant Total		\$49,792.00
Prime Consultant Total		\$108,833.00
Total for all work		\$158,625.00
Add Subconsultants		

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The

Local Public Agency Type
City

 of

Name of Local Public Agency
Des Plaines

By (Signature & Date)

--

By (Signature & Date)

--

Name of Local Public Agency

Des Plaines

Local Public Agency Type

City

Clerk

Title

--

(SEAL)

Executed by the ENGINEER:

Attest:

Consultant (Firm) Name
Christopher B. Burke Eng., Ltd.

By (Signature & Date)

--

Title

--

By (Signature & Date)

--

Title

--

Local Public Agency	County	Section Number
City of Des Plaines	Cook	20-00224-00-BT

FOR FEDERAL PARTICIPATION PROJECTS

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

Task 1 – Topographic Survey

CBBEL will perform a pick-up survey of areas not already surveyed as part of the Phase I Study. This will include cross sections as necessary, drainage structures, traffic signal equipment, and trees.

Task 2 – Geotechnical Investigation

CBBEL's subconsultant, Testing Service Corporation will perform borings and environmental analysis for LPC-662/663. They are proposing 8 borings for the sidepath construction.

Task 3 – Coordination

CBBEL will coordinate with IDOT and the Forest Preserve District of Cook County during the design process. It is anticipated that several office and field meetings will be necessary.

Task 3 – Plans, Specifications, and Estimates

CBBEL will prepare Plans, Specifications, and Estimates for the proposed project. The plans will include a cover sheet, general notes, alignment & ties, removals, typical sections, plan and profile sheets (8), ADA details, erosion control and tree protection sheets (4), construction details, and cross sections. The plans will also include the necessary structural sheets for the retaining wall and bridge modifications.

Task 4 – Permitting

The proposed improvements will require a permit from the MWRDGC and an NPDES permit from IEPA. CBBEL will start the permit process early in the project process.

Local Public Agency	County	Section Number
City of Des Plaines	Cook	20-00224-00-BT
EXHIBIT B PROJECT SCHEDULE		

Local Public Agency	County	Section Number
City of Des Plaines	Cook	20-00224-00-BT

**Exhibit C
Direct Costs Check Sheet**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

Item	Allowable	Quantity	Contract Rate	Total
<input type="checkbox"/> Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
<input type="checkbox"/> Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
<input type="checkbox"/> Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
<input type="checkbox"/> Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			
<input type="checkbox"/> Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			
<input type="checkbox"/> Vehicle Rental	Actual cost (Up to \$55/day)			
<input type="checkbox"/> Tolls	Actual cost			
<input type="checkbox"/> Parking	Actual cost			
<input type="checkbox"/> Overtime	Premium portion (Submit supporting documentation)			
<input type="checkbox"/> Shift Differential	Actual cost (Based on firm's policy)			
<input checked="" type="checkbox"/> Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	3	\$22.00	\$66.00
<input type="checkbox"/> Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Project Specific Insurance	Actual Cost			
<input type="checkbox"/> Monuments (Permanent)	Actual Cost			
<input type="checkbox"/> Photo Processing	Actual Cost			
<input type="checkbox"/> 2-Way Radio (Survey or Phase III Only)	Actual Cost			
<input type="checkbox"/> Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
<input type="checkbox"/> CADD	Actual cost (Max \$15/hour)			
<input type="checkbox"/> Web Site	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Advertisements	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Recording Fees	Actual Cost			
<input type="checkbox"/> Transcriptions (specific to project)	Actual Cost			
<input type="checkbox"/> Courthouse Fees	Actual Cost			
<input type="checkbox"/> Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Testing of Soil Samples	Actual Cost			
<input type="checkbox"/> Lab Services	Actual Cost (Provide breakdown of each cost)			
<input type="checkbox"/> Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
<input checked="" type="checkbox"/> Spec Book; b&w impressions, binding supplies	Actual Cost	6	\$13.00	\$78.00
<input checked="" type="checkbox"/> Review Prints (1 set)	Actual Cost	25	\$2.40	\$60.00
<input checked="" type="checkbox"/> Final Prints (1 set)	Actual Cost	10	\$3.50	\$35.00
<input type="checkbox"/>				
<input type="checkbox"/>				
Total Direct Costs				\$239.00

Local Public Agency	County	Section Number
City of Des Plaines	Cook	20-00224-00-BT

Exhibit D
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If yes Due date of submittal

Method(s) used for advertisement and dates of advertisement

City's website

5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Criteria	Weighting
- Professional and Technical Competence	30%
- Experience of the Staff	30%
- Workload Capacity	20%
- Past Performance	10%
- IDOT Prequalifications	10%
Add	

8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Selection committee (titles) for this project

Director of Public Works and Engineering, Assistant Director of Public Works and Engineering, Civil Engineer II

Top three consultants ranked for this project in order

- 1 Christopher B. Burke Engineering, Ltd.
- 2 Civiltech Engineering
- 3 Gewalt Hamilton Associates

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14	QBS according to State requirements used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Local Public Agency		County	Section Number	
City of Des Plaines		Cook	20-00224-00-BT	
15	Existing relationship used in lieu of QBS process?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
16	LPA is a home rule community (Exempt from QBS).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Instructions for BLR 05530 - Page 1 of 3

Form instructions are not to be submitted with the form

This form shall be used for a Local Public Agency (LPA) to enter into an agreement with an Engineering firm in connection with a project funded with Federal, State, and/or Motor Fuel Tax (MFT) funds. Based on the selection of type of engineering agreement and funding type, the form will change. For more information refer to the Bureau of Local Roads and Streets Manual (BLRS) Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual.

This form can also be used for structure inspections.

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

Using Federal Funds? The user must select yes or no. Based on the selection, a drop-down menu will appear. The language of the form changes based on the selection.
Selecting yes indicates federal funds will be used to fund all or a portion of the engineering for this phase of this project.
Selecting no indicates no federal funds will be used to fund any engineering for this phase of the project.

Agreement For If yes was selected for using Federal Funds, select Federal PE or Federal CE from the drop-down.
If no was selected for using Federal Funds, select MFT PE, MFT CE, or MFT PE-CE.

Agreement Type From the drop down, select the type of agreement, types to choose from are: Original or Supplemental
Number If the agreement is for a supplemental, insert the number of the supplemental using number 1 for the first supplemental, and increase the numbering as the supplementals increase.

Local Public Agency

Name of Local Public Agency	Insert the name of the LPA.
County	Insert the name of the county in which the LPA is located.
Section Number	Insert the section number applied to this project without dashes, dashes are automatically inserted.
Job Number	Insert the job number assigned for the project, if applicable.
Project Number	Insert the project number assigned for this project, if applicable.
Contact Name	Insert the name of the LPA contact for this project.
Phone Number	Insert the phone for the LPA contact listed to the left without dashes.
Email	Insert the email for the LPA contact listed to the left.

Section Provisions

Location	Use the add location button to add additional locations, if needed, for up to a total of five locations. If there are more than five locations, use various.
Local Street/Road Name	Insert the local street/road name.
Key Route	Insert the key route of the street/road listed to the left, if applicable.
Length	Insert the length in miles as it pertains to the location listed to the left. For a structure insert 0.01.
Existing Structure Number(s)	Insert the existing structure number(s) for this project.
Location Termini	Insert the beginning and ending termini as it pertains to this location for this project.
Add Location	Use this button to add additional locations
Project Description	Insert a description of the work to be accomplished by this project.
Engineering Funding	Check all boxes that apply, if type other is checked, insert the type of other funding in the box following "other." The form will change based on the box(es) checked.
Anticipated Construction Funding	Check all boxes that apply, if type other is checked, insert the type of other funding in the box following "other."

Instructions for BLR 05530 - Page 2 of 3

Agreement For	Select the check box for the type of engineering the agreement is for. Phase I for Preliminary Engineering, Phase II for Design Engineering, Phase III for Construction Engineering. When Federal Funds are used, Phase I and Phase II can be selected when the agreement is for Federal PE. When Federal CE is selected, only Phase III can be selected. For MFT, the Phases can be selected based on the original selection at the top of the form for the agreement type.
Consultant	
Firm Name	Insert the name of the consultant firm.
Address	Insert the address of the firm listed to the left.
Contact Name	Insert the name of the contact for the firm listed to the left.
Phone Number	Insert the phone number for the contact listed to the left, without dashes.
Email	Insert the email of the contact listed to the left.
Agreement Exhibits	Check all that apply, for boxes checked that do not have a description, insert the name of the exhibit.
LPA Agrees	
Method of Compensation	Select the method of compensation for this agreement by checking the applicable box. If Percent is checked (this is only available when agreement is for MFT funds.), insert in the box the applicable percentage. If Lump Sum is checked, complete the box after lump sum showing the lump sum compensation amount. For agreements funded with federal funds the lump sum shall be determined by using the Cost Plus Fixed Fee formula. If Specific Rate is checked, insert the specific rate in the box. The specific rate cannot exceed \$150,000. For a federal project this is limited to testing services only. If Cost Plus Fixed Fee is checked, select the type of raise the agreement will use: Anniversary or Fixed. If this method is selected, BLR 05513 or BLR 05514 must be included in the exhibits.
Agreement Summary	
Prime	Insert the name of the Prime Consultant
TIN/FEIN/SS	Insert the Prime Consultant's Taxpayer Identification Number (TIN), Federal Employer Identification Number (FEIN) or Social Security Number (SS).
Agreement Amount	Insert the maximum agreement amount.
Subconsultant	As applicable, for each sub consultant listed, insert the name of the subconsultant
TIN/FEIN/SS	Insert the Subconsultant's Taxpayer Identification Number (TIN), Federal Employer Identification Number (FEIN) or Social Security Number (SS).
Agreement Amount	Insert the maximum agreement amount for the subconsultant listed to the left.
Add Subconsultant	If additional lines are needed for additional subconsultants, insert lines as needed and complete the required information.
Subconsultant Total	This field is automatically completed, it is the sum of all the agreement amounts for all subconsultants listed.
Prime Total	This field is automatically completed, it is the amount of the prime consultant fee as listed above.
Total for All	This field is automatically completed, it is the sum of the subconsultant and the prime total.

Instructions for BLR 05530 - Page 3 of 3

Agreement Signatures

Executed by LPA

Local Public Agency Type	From the drop down, select the type of LPA. Types to choose from are: City, County, Town, or Village.
Name of Local Public Agency	Insert the name of the LPA.
By	The LPA clerk will sign here.
By	The LPA official authorized to sign this agreement will sign and date here.
Name of Local Public Agency	Insert the name of the Local Public Agency.
Local Public Agency Type	Insert the type of LPA.
Seal of LPA	The LPA will seal the document here.
Title	Insert the title of the LPA official who signed above.

Executed by the Engineer

Engineering Firm Name	Insert the name of the engineering firm the agreement is with.
By	The person(s) authorized to sign this agreement from the engineering firm will sign and date here.
Title	Insert the title of the person signing above.

For Agreement using MFT or State Funds only:

Regional Engineer	Upon approval the Regional Engineer will sign and date here.
-------------------	--

Exhibit A	Insert the scope of services covered by this agreement for this project.
Exhibit B	Insert the project schedule that applies to this agreement.
Exhibit C	Insert Exhibit C, Direct Costs and complete the exhibit. Only items checked and completed will be allowed as a direct cost.
Exhibit D	Qualification Based Selection Checklist (QBS) process must be followed when the value of engineering will meet and/or exceed the threshold in 50 ILCS 510. If process does not apply, check the form not applicable box. If process applies and using federal funds, complete items 1 through 13. If applies and using state funds, complete items 14 through 16.
Exhibit E	Cost Plus Fixed Fee Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514). If the method of compensation was checked as Cost Plus Fixed Fee (Anniversary or Fixed Raise) in the agreement, then select this box and attach the correct BLR form: BLR 05514 for fixed raise, or BLR 05513 for Anniversary Raises.
Exhibit	Use the remaining boxes and lines to add additional exhibits as needed.

A minimum of four (4) signed originals must be submitted to the Regional Engineer's District office.

Following approval, distribution will be as follows:

- Central Office (only for Projects using State and/or Federal Funds)
- District
- Engineer (Municipal, Consultant or County)
- Local Public Agency Clerk



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: November 4, 2021

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

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

Subject: Professional Engineering Services Proposal – Forest Avenue Stormwater Improvements

Issue: In April 2012, Christopher B. Burke Engineering, Ltd. (CBBEL), completed the Forest Avenue Drainage Study initiated from flooding that occurred during the July 23, 2011 storm event. The study recommended adding stormwater storage volume to the affected areas of Forest Avenue (between Fifth Avenue and Earl Avenue), Earl Avenue (between Forest Avenue and Wayne Drive), Cindy Lane (between Forest Avenue and Lincoln Avenue) and Fourth Avenue (between Forest Avenue and Lincoln Avenue).

Analysis: CBBEL completed a stormwater analysis of this area in 2012 and recommended installation of box culverts in the City right of way to provide flood storage. This analysis was completed using XPSWMM stormwater modeling. CBBEL will update the XPSWMM model based on the detailed engineering design completed in previous tasks.

During discussions at the August 2, 2021 City Council meeting regarding the use of American Rescue Plan Act funds, the consensus was to use the funding for the construction of storm water improvements within the Area #4 and Forest Avenue drainage areas.

We have requested a proposal from CBBEL for professional design engineering services related to the preparation of plans, specifications and permits for the construction of the proposed improvements along Forest Avenue (Fifth Avenue to Fourth Avenue) and Cindy Lane (Forest Avenue to Lincoln Avenue) in 2022 to alleviate flooding in the study area. The proposal is in the amount of \$288,500.

Recommendation: We recommend approval of Task Order No. 7 with CBBEL, 9575 West Higgins Road, Suite 600, Rosemont, Illinois 60018 in the amount of \$288,500. Source of funding would be Capital Projects Funds.

Attachments:

Resolution R-184-21
Exhibit A – Task Order No. 7

CITY OF DES PLAINES

RESOLUTION R - 184 - 21

**A RESOLUTION APPROVING TASK ORDER NO. 7
UNDER A MASTER CONTRACT WITH CHRISTOPHER B.
BURKE ENGINEERING, LTD. FOR PROFESSIONAL
ENGINEERING SERVICES.**

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

WHEREAS, on January 7, 2019, the City Council approved Resolution R-13-19, which authorized the City to enter into a master contract ("**Master Contract**") with Christopher B. Burke Engineering, Ltd. ("**Consultant**") for the performance of engineering services for the City as such services are needed over time; and

WHEREAS, the City desires to procure professional engineering services related to the preparation of plans, specifications, and permits for construction of the Forest Avenue Stormwater Improvement Project ("**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 \$288,500 to perform the Engineering Services; and

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

WHEREAS, the City desires to enter into Task Order No. 7 under the Master Contract for the procurement of the Engineering Services from Consultant in the not-to-exceed amount of \$288,500 ("**Task Order No. 7**"); and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into Task Order No. 7 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. 7. The City Council hereby approves Task Order No. 7 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. 7. 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. 7 only after receipt by the City Clerk of at least one executed copy of final Task Order No. 7 from Consultant; provided, however, that if the City Clerk does not receive one executed copy of final Task Order No. 7 from Consultant within 60 days after the date of adoption of this Resolution, then this authority to execute and seal final Task Order No. 7 shall, at the option of the City Council, be null and void.

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

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Task Order No 6 with CBBEL for Design Services for Area 4 Flood Improvements

TASK ORDER NO. 7
TO MASTER CONTRACT BETWEEN THE CITY OF DES PLAINES
AND CHRISTOPHER B. BURKE ENGINEERING, LTD.
FOR DESIGN ENGINEERING SERVICES

In accordance with Section 1.2 of the Master Contract dated January 7, 2019 between the City of Des Plaines (the “City”) and Christopher B. Burke Engineering, Ltd., 9575 West Higgins Road, Suite 600, Rosemont, Illinois 60018 (the “Consultant”), the Parties agree to the following Task Number 7:

1. Contracted Services:

The Consultant will perform the services described in the "Scope of Services" set forth in the “Professional Engineering Services Proposal, Forest Avenue Stormwater Improvements” prepared by the Consultant submitted to the City, and dated October 8, 2021 (“Proposal”).

2. Project Schedule:

Schedule attached.

3. Project Completion Date:

The Consultant will diligently and continuously prosecute the Services until their completion.

4. Project Specific Pricing (if applicable):

In exchange for the Contracted Services, the Consultant will receive compensation on a time and materials basis in the amounts set forth in the Pricing Schedule attached to the Master Contract as Attachment B, but in no event will the compensation paid to the Consultant exceed \$288,500 as set forth in the Proposal under the section titled "Estimated Fee".

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

In the event of a conflict between any provisions of the Proposal and this Task Order No. 7 of the Master Contract, this Task Order No. 7 and the Master Contract will control.

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

[SIGNATURE PAGE FOLLOWS]

CITY

CONSULTANT

Signature

Director of Public Works & Engineering

_____, 2021

Date

Signature

Name (Printed or Typed)

_____, 2021

Date

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

Signature

City Manager

_____, 2021

Date

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

Signature

City Manager

_____, 2021

Date



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

October 8, 2021

City of Des Plaines
1420 Miner Street
Des Plaines, IL 60016-4400

Attention: Jon Duddles, PE, CFM
Assistant Director of Public Works and Engineering

Subject: Professional Engineering Services Proposal
Forest Avenue Stormwater Improvements

Dear Mr. Duddles:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to present this proposal for professional engineering services related to the preparation of plans, specifications, and permits for construction of the Forest Avenue Stormwater Improvement project. We understand the City of Des Plaines (City) would like to construct this project in 2022. Included in this proposal are our Understanding of the Assignment, Scope of Services and Estimated Fee.

UNDERSTANDING OF THE ASSIGNMENT

In April 2012, CBBEL completed the Forest Avenue Drainage Study in response to flooding that occurred during the July 23, 2011 storm event. Street flooding occurred along with one house being affected by floodwaters. The study recommended adding stormwater storage volume within the affected area. The City is recommending that box culverts be installed below several streets in the project area to provide the additional stormwater storage volume. The area where the box culverts will be installed are Forest Avenue (between Fifth Avenue and Earl Avenue), Earl Avenue (between Forest Avenue and Wayne Drive), Cindy Lane (between Forest Avenue and Lincoln Avenue) and Fourth Avenue (between Forest Avenue and Lincoln Avenue). The box culvert sizing will be maximized based on a review of site constraints. Engineering plans and specifications will be prepared, along with the preparation and submittal of necessary permit/agency approvals. The Scope of Services in the next section details the tasks necessary to complete the detailed engineering design.

SCOPE OF SERVICES

Task 1 – Geotechnical Investigation: Our subconsultant, Testing Service Corporation (TSC), will complete a geotechnical investigation of the project limits. TSC will take three soil borings. The three borings are to extend 15 feet below grade and TSC will prepare a report with LPC 663 forms, as necessary, describing the following:

- Summary of client-provided project information and report basis.
- Overview of encountered subsurface conditions.
- Overview of field and laboratory tests performed.
- Geotechnical recommendations pertaining to:
 - Utility installation and backfill recommendations
 - Trench box lateral earth pressures
 - Dewatering
- Construction considerations, including temporary excavation and construction control of water.
- LPC-663 CCDD Certification, as applicable.

Task 2 – Evaluation of Geotechnical Report: CBBEL and City Staff will evaluate the geotechnical report to verify the proposed scope of work and review the soil analytics.

Task 3A – Topographic Survey: As part of this task, CBBEL will perform a full topographic survey of the entire right-of-way within the project location. CBBEL will perform the following survey tasks within project limits:

Horizontal Control: Utilizing state plane coordinates, CBBEL will set recoverable primary control utilizing state of the art GPS equipment based on NGS Control Monumentation.

Vertical Control: CBBEL will establish benchmarks and assign elevations to the horizontal control points. This will be based on GPS observed NGS Control Monumentation (NAVD'88 vertical control datum).

Approximate Right-of-Way: CBBEL will establish the approximate existing right-of-way of the Roadways within the project limits based on monumentation found in the field, plats of highways, subdivision plats and Cook County Recorder's On-Line Web Site Research.

Topographic Survey: CBBEL will field locate all pavements, driveways, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, crossroad culverts, etc. within the project limits. Establish all rim and invert elevations, utility sizes & type, depth subterranean structure, etc., at all points of access to below-grade utilities.

Cross Sections: CBBEL will survey cross sections along the project limits at 50' intervals, at driveways, and at all other grade controlling features. Survey will be obtained for 10 feet beyond the existing right-of-way line.

Utility Survey and Coordination: Storm and sanitary sewers will be surveyed to determine rim and invert elevations and pipe sizes. Above ground facilities of additional underground utilities including water main, gas, electric, cable, etc. will also be located.

Tree Survey: CBBEL will locate trees over 6" inches in diameter and only the tree line for wooded areas, if any, within the limits associated with the project. The located trees will be identified by species (deciduous or coniferous) and the size.

Base Mapping: CBBEL will compile all of the above information onto one base map at 1"=20' scale that is representative of existing conditions for use as the base sheet for the construction of any public or private infrastructure subsequent to the findings of engineering/drainage analysis.

Task 3B – JULIE Utility Coordination: CBBEL will coordinate with JULIE to retrieve atlas information for all applicable underground utilities including water main, gas, electric, cable, etc. CBBEL will compile all Utility Atlas information into the base map. Locations of utilities/obstructions/systems shown on the base map are the compilation of available utility plans provided by utility owners and JULIE Utility Coordination. All utilities/obstructions/systems may not be shown. Contractor shall be responsible for locating and protecting all underground utilities/obstructions/systems whether or not shown on base map. JULIE Utility Coordination Atlas information is typically isolated to Public Right-of-Way & limited areas adjacent to Public Right-of-Way. Identification of all private utilities within project area is the responsibility of the City.

Task 4 – Preparation of (90%) Plans Specifications and Cost Estimate: CBBEL will prepare plans and specifications in accordance with Illinois Department of Transportation (IDOT) standards based on the prepared site plans and will be utilized for all necessary permits. The following drawings and associated hours are estimated:

Sheet Name	# of Sheets	Hours per Sheet	Hours
Cover Sheet	1	10	10
General Notes	2	10	20
Summary of Quantities	1	16	16
Typical Roadway and Utility Sections	4	10	40
Alignment, Ties, and Benchmark Streets	3	16	48
Detour Plan	2	16	32
Maintenance of Traffic Plans	5	16	80
Maintenance of Traffic General Notes and Details	5	12	60
Existing Conditions/Removal Plan – Forest Avenue	1	10	10
Existing Conditions/Removal Plan – Cindy Lane	1	10	10
Existing Conditions/Removal Plan – S. Fourth Avenue	1	10	10
Existing Conditions/Removal Plan – Earl Avenue	1	10	10
Storm Sewer Plan and Profile Plan – Forest Avenue	2	14	28
Storm Sewer Plan and Profile Plan – Cindy Lane	2	14	28
Storm Sewer Plan and Profile Plan – S. Fourth Avenue	2	14	28
Storm Sewer Plan and Profile Plan – Earl Avenue	1	14	14
Water Main Plan and Profiles	7	16	112
Sanitary Sewer Plan and Profiles	7	14	98
Roadway Plans and Profile Plan – Forest Avenue	2	12	24
Roadway Plans and Profile Plan – Cindy Lane	2	12	24

Roadway Plans and Profile Plan – S. Fourth Avenue	2	12	24
Roadway Plans and Profile Plan – Earl Avenue	1	12	12
ADA Ramp Details	6	16	96
Construction Details	4	10	40
Junction Chamber General Plan and Elevation	7	17	119
Junction Chamber General Details	1	12	12
Junction Chamber General Notes	1	12	12
SE/SC and Landscaping Plan – Forest Avenue	1	10	10
SE/SC and Landscaping Plan – Cindy Lane	1	10	10
SE/SC and Landscaping Plan – S. Fourth Avenue	1	10	10
SE/SC and Landscaping Plan – Earl Avenue	1	10	10
SE/SC Notes and Details	2	10	20
Cross Sections	10	13	130
Specifications			32
Cost Estimate			40
Total Hours	90		1,279

Task 5 – Design Utility Coordination: CBBEL will continue the utility coordination that began during the topographic survey process, which included requesting atlases or plans of facilities within the project limits including, but not limited to, AT&T, ComEd, Comcast, and Nicor. Plans will be sent to each utility company at the 90% and 100% submittals. CBBEL will add any new information to the existing conditions plan and transmit improvement plans to the known, potentially impacted private utility companies for verification. Once potential conflicts are identified, CBBEL will coordinate with utility companies to either avoid the conflicts or relocate the utility prior to construction commencement.

Task 6 – Bid Documents, Final Engineering Plans, Specifications and Cost Estimate: Based on City and permitting agencies' review comments, CBBEL will prepare Bid Documents that include final engineering plans, specifications, and a cost estimate for public bidding. An estimate of required Working Days will also be submitted. We will provide the Bid Documents to the City in electronic format, which includes the engineering plans (CAD & PDF), specifications (PDF), and cost estimate (PDF).

Task 7 – Stormwater Analysis Refinement: CBBEL completed a stormwater analysis of this area in 2012 and recommended expanding the pond at Forest Elementary School to provide flood storage. This analysis was completed using XPSWMM stormwater modeling. The new design utilizes underground storage in City ROW to provide a flood reduction benefit. CBBEL will update the XPSWMM model based on the detailed engineering design completed in previous tasks. The modeling will be completed to re-assess the project benefits for the refined project scope. CBBEL will prepare a memorandum to accompany the engineering plans that summarizes this updated stormwater analysis.

Task 8 – Permitting: Stormwater improvement projects within separate storm sewer areas do not require a Metropolitan Water Reclamation District (MWRD) Watershed Management Permit. However, changes to the sanitary sewer will require a MWRD Permit. We will optimize the design to minimize impacts to the sanitary sewer but anticipate some changes may be required. This task includes the preparation and submittal of the required materials for a MWRD Watershed

Management Permit. The net disturbance for this project is anticipated to be greater than 1-acre, which will trigger an Illinois Environmental Protection Agency (IEPA) NPDES Construction Permit. We will prepare a SWPPP and Notice of Intent as part of this task. Lastly, IEPA-Water Construction Permit will be required for new proposed water mains.

Task 9 – Bidding Assistance: During the bidding phase, our team will:

- Provide a list of qualified contractors to bid on the improvements.
- Facilitate a pre-bid meeting, site tours, and bid opening.
- Prepare and submit addenda as needed.
- Respond to bid questions during the bidding period.
- Evaluate bids received. Prepare and submit a memorandum to the City on its review, analysis, conclusions, and recommendation associated with the bids received. The memorandum shall also describe, explain, and summarize any variances between the Engineer's estimate and apparent low bidder's bid breakdown. CBBEL will check references for the potential contractor.

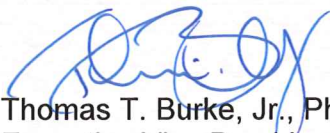
Task 10 Stakeholder Involvement and City Coordination: CBBEL has assumed that one (1) coordination/review meeting will be required with continued Stakeholder Involvement with the Forest Elementary School and City at 60% design completion. CBBEL will prepare exhibits for presentations as necessary and answer Stakeholder questions. This task also includes a presentation of the design alternative (as chosen by the City) to the City's Planning and Zoning Commission at 98% design completion for review and approval. A PowerPoint presentation, exhibits (utilizing Lumion software), and handouts will be prepared and submitted to the City for review prior to the presentation to the Planning and Zoning Commission. CBBEL has assumed one (1) Public Meeting will occur to display the 98% design plan to the residents of the City and receive comments, questions, and concerns. The Public Meeting will display a complete set of exhibits showing the proposed improvement plan and proposed drainage plan. CBBEL will prepare meeting agendas and minutes for each meeting that occurs.

ESTIMATED FEE

Task	Description	Cost
1	Geotechnical Investigation	\$ 10,000
2	Evaluation of Geotechnical Report	\$ 1,000
3A	Topographic Survey	\$ 21,000
3B	JULIE Utility Coordination	\$ 5,000
4	Preparation of (90%) Plans Specifications and Cost Estimate	\$ 180,000
5	Design Utility Coordination	\$ 5,000
6	Bid Documents, Final Engineering, Plans, Specifications and Cost Estimate	\$ 20,000
7	Stormwater Analysis Refinement	\$ 15,000
8	Permitting	\$ 15,000
9	Bidding Assistance	\$ 1,500
10	Stakeholder Involvement and City Coordination	\$ 10,000
	Direct Costs	\$ 5,000
	Total:	\$ 288,500

We will bill you in accordance with the City's previously approved Master Agreement between the City of Des Plaines and Christopher B. Burke Engineering, Ltd. Direct costs for mileage, blueprints, photocopying, postage, overnight delivery, messenger services, and report binding are included in the Fee. It should be emphasized that any additional meetings or services are not included in the preceding Fee Estimate and will be billed under separate proposal.

Sincerely,



Thomas T. Burke, Jr., PhD, PE
Executive Vice President
Head, Water Resources Department

THIS PROPOSAL ACCEPTED FOR THE CITY OF DES PLAINES:

BY: _____

TITLE: _____

DATE: _____



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%



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)



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: November 4, 2021

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

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

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

Subject: Bid Award – Street Sweeping Services 2022-2024

Issue: The annual budget includes funding for contractual street sweeping services. One bid for this service was received on October 28, 2021.

Analysis: The Public Works and Engineering Department contracts annual street sweeping services. The current contract with Lakeshore Recycling Systems is set to expire on December 31, 2021. The contract documents include unit pricing for 8 citywide sweeping circuits, three permeable alley maintenance circuits, and an hourly rate for additional sweeping as needed (Downtown, Oakton St., and main thoroughfares) for regular and after-hour Emergency Service calls. A cost summary for the yearly cost per the bid received compared to current pricing is listed below:

Street Sweeping Services	Current	2022	2023	2024
Extended Yearly Total	\$143,778.47	\$152,315.40	\$156,884.46	\$161,590.99

Lakeshore Recycling's 2022 submitted bid cost represents a 5.94% increase from current pricing for year 1 with 3% increases in years 2 and 3.

Recommendation: We recommend award of the Street Sweeping Services 2022-2024 to Lakeshore Recycling Systems, LLC, 1655 Powis Road, West Chicago, IL, 60185 in the three-year amount of \$470,790.85. Funding for this project will be from Street Maintenance Miscellaneous Contractual Services account (100-50-530-0000.6195).

Attachments:

Resolution R-188-21
Exhibit A –Lakeshore Recycling Contract

CITY OF DES PLAINES

RESOLUTION R - 188 - 21

**A RESOLUTION APPROVING AN AGREEMENT WITH
LAKESHORE RECYCLING SYSTEMS FOR STREET
SWEEPING SERVICES.**

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

WHEREAS, the City has appropriated funds in the Street Maintenance Fund for use by the Department of Public Works and Engineering during the 2022-2024 fiscal year for contractual street sweeping services ("**Work**"); and

WHEREAS, pursuant to Chapter 10 of Title 1 of the of the City of Des Plaines City Code and the City purchasing policy, the City solicited bids for the procurement of the Work; and

WHEREAS, the City received one bid, which was opened on October 28, 2021; and

WHEREAS, Lakeshore Recycling Systems ("**Contractor**") submitted the sole responsible bid in the amount of \$470,790.85 with additional labor costs at the hourly rate of \$150 per hour during regular hours and \$165 per hour after hours; and

WHEREAS, the City desires to enter into a three-year agreement with Contractor for the performance of the Work in the total not-to-exceed amount of \$470,790.85 assuming additional labor costs as needed ("**Agreement**"); and

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

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

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

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

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 Bid Award to Lakeshore Recycling Systems for Street Sweeping 2022-2024

CITY OF DES PLAINES

CONTRACT FOR

Street Sweeping Services 2022-2024

Full Name of Bidder Lakeshore Recycling Systems LLC ("Bidder")
Principal Office Address 6132 Oakton Street, Morton Grove, Illinois 60053
Local Office Address 1655 Powis Road, West Chicago, Illinois 60185
Contact Person Jim Engineer Telephone Number 773/951-4655

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

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. No. 1 [if none, write "NONE"], which are securely stapled to the end of this Contract.

1. Work Proposal

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

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for Street Sweeping Services at various locations throughout the City (the "Work Site");
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates and policies of insurance specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition

consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

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

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

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

2. Contract Price Proposal

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

all subcontractors and suppliers, the compensation set forth below.

A. Schedule of Prices. For providing, performing, and completing all Work, the See Attachment A; Exhibit B.

TOTAL 3 YEAR CONTRACT PRICE; Parts A, B, C, D as listed in schedule of prices in Attachment A (in numbers):

\$ 470,790.85

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

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

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

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

All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this

Contract/Proposal. Each payment shall include Bidder's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Bidder's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. Contract Time

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence work upon approval of City Council, provided that Bidder shall have furnished Owner all bonds and all insurance certificates specified in the Contract/Proposal, and shall end on the December 31, 2024 (weather dependent) the "Completion Date".

Owner may terminate this Contract/Proposal at its convenience by providing Bidder 30 days advance written notice thereof. At all times during the Term and any Renewal Term, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work in accordance with this Contract/Proposal, as directed by Owner, and more fully described in Attachment A.

If, at any time during the term of the Contract, the Owner determines that the Work is not being completed by Bidder in full compliance with specifications and as required by or pursuant to this Contract, then Owner may, after providing Bidder with notice of such deficiency in performance and providing Bidder with one (1) business days to cure such deficiency, invoke its remedies under this Contract or may, in Owner's sole and absolute discretion, permit Bidder to complete the Work but charge to Bidder, and deduct from any payments to Bidder under this Contract, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the following per diem administrative charge, as well as any additional damages caused by such delay:

Per Diem Administrative Charge:

\$ 250.00 per day/occurrence

A second occurrence of a specific deficiency in performance shall automatically trigger Bidder's obligation to pay the Per Diem Administrative Charge. Any Per Diem Administrative Charges assessed against Bidder will be deducted from any funds owed by Owner to Bidder.

4. Financial Assurance

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

B. Insurance. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide certificates and policies of insurance evidencing the minimum insurance coverage and limits set forth below within 10 days after Owner's acceptance of this Contract. Such insurance shall be in form, and from companies, acceptable to Owner and shall name Owner, including its Council members and elected and

appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, as an Additional Insured. The insurance coverage and limits set forth below shall be deemed to be minimum coverage and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract. The minimum insurance coverage and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

2. Commercial Motor Vehicle Liability

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

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

3. Commercial General Liability

Limits shall not be less than:

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

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

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

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

4. Umbrella Liability

Limits shall not be less than:

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

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

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

D. Penalties. If this Contract is accepted, Bidder proposes and agrees that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Contract

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

6. Bidder's Representations and Warranties

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

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

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

national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

C. Prevailing Wage Act. This Contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Act"). If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate will apply to this Contract. Bidder and any subcontractors rendering services under this Contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record-keeping duties and certified payrolls.

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

E. Qualified. Bidder has the requisite experience minimum of 5 years, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above. Bidder warrants and represents that it has met and will meet all required standards set forth in Owner's Responsible Bidder Ordinance M-7-20, including, without limitation, The bidder actively participates, and has actively participated for at least 12 months before the date of the bid opening, in apprenticeship and training programs approved and registered with the United States department of labor bureau of apprenticeship and training for each of the trades of work contemplated under the awarded contract for all bidders and subcontractors. For the purposes of this subsection, a bidder or subcontractor is considered an active participant in an apprenticeship and training program if all eligible employees have either: (i) completed such a program, or (ii) were enrolled in such a program prior to the solicitation date and are currently participating in such program." performing Work under this Contract.

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

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

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

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

D. Remedies. Each of the rights and remedies reserved to Owner in this Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

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

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

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

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

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

J. Governing Law. This Contract, and the rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of

Illinois. Every provision of law required by law to be inserted into this Contract/Proposal shall be deemed to be inserted herein.

By submitting this Contract proposal in response to this Invitation to Bid, Bidder hereby represents, warrants, and certifies that:

- ☒ Bidder has carefully examined and read the ITB and all related documents in their entirety.
- ☒ The person signing the Contract proposal on behalf of Bidder is fully authorized to execute the Contract and bind Bidder to all of the terms and provisions of the Contract.
- ☒ Bidders has provided a list of client references including at least 4 Municipal References
- ☒ Bidder has fully completed the entire Contract form, including the Total Contract Price.
- ☒ Bidder has submitted a certified check or bid bond, as required by the Instructions to Bidders
- ☒ Bidder has checked the City's website for any addenda issued in connection with this ITB, hereby acknowledges receipt of Addenda Nos. None [BIDDERS MUST INSERT ALL ADDENDA NUMBERS], has attached these addenda to Bidder's contract proposal, and acknowledges and agrees that, if Bidder's contract proposal is accepted, these addenda will be incorporated into the Contract and will be binding upon Bidder.
- ☒ Bidder has submitted its Contract proposal in a sealed envelope that bears the full legal name of Bidder and the name of the Contract.

Dated: October 27, 2021

Bidder's Status: (x) Illinois Corporation () Partnership () Individual Proprietor
(State) (State)

Bidder's Name: LRS Holdings

Doing Business As (if different): CleanSweep (street sweeping division)

Signature of Bidder or Authorized Agent: [Signature] Date: 10-22-21

(corporate seal) Printed Name: Brian Grosse

(if corporation) Title/Position: Vice President, Portable Services & CleanSweep

Bidder's Business Address: 6132 Oakton Street, Morton Grove, IL 60053

Bidder's Business Telephone: 833/222-2260 Facsimile: 773/685-6043
(CleanSweep Hotline)

If a corporation or partnership, list all officers or partners:

NAME	TITLE	ADDRESS
Alan T. Handley	President, Chief Executive Officer	6132 Oakton St., Morton Grove, IL 60053
Brian Grosse	Vice President, CleanSweep	6132 Oakton St., Morton Grove, IL 60053
Jeff Robinson	General Manager, CleanSweep	6132 Oakton St., Morton Grove, IL 60053

ACCEPTANCE

The Contract attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the City of Des Plaines ("Owner") as of October 27, 2021.

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

CITY OF DES PLAINES

Signature: _____

Printed Name: Michael G. Bartholomew

Title: City Manager

#12787998_v1

ATTACHMENT A

City of Des Plaines Street Sweeping Maintenance Services STANDARD SPECIFICATIONS

I. DESCRIPTION AND SCOPE OF WORK

The City of Des Plaines is accepting bids for a three year contract for Street Sweeping Services of approximately 340 curb miles of City streets and associated alleys on a specified schedule, as needed, and emergency basis. The contract will begin upon City Council approval with the first sweep in the spring of 2022 (weather permitting) and end on December 31, 2024 (weather permitting). Invoices shall reflect actual work completed.

II. IMPLEMENTATION

- Street Sweeping (340 curb miles)
 - Eight (8) complete sweeps on the following schedule:
 1. March/April-weather dependent
 2. May
 3. June
 4. July
 5. August
 6. September
 7. Late October to Early-Mid November
 8. Last Week of November (After Leaf Collection Service)
- As-Needed Sweeping (TBD)
 - Scheduled sweeping, special events, or construction clean-up on an hourly rate.
- Emergency Sweeping
 - Non-scheduled sweeping services; response within 2 hours of call.
- Permeable Alley Maintenance
 - Three (3) complete sweeps of the City's alley's with permeable pavement system on the following schedule:
 1. Early Spring-March 1 through April 15
 2. Mid-Summer-June 15 through August 15
 3. Late Fall-October 15 through November 30

Notes:

1. All curb miles are approximations. It is the contractor's responsibility to verify all conditions and lengths before submitting a bid.

2. City staff shall have the right to modify, reduce or delete the amount of sweeping, schedules, routes, frequency, phases, standards and days of sweeping with prior notice to Contractor. City staff also has the right to accept only portion of the proposed work.
3. The Contractor will be provided the latitude in establishing work schedules which correspond to the City's route schedules, manpower and equipment resources. The Contractor will be provided the opportunity to discuss with the City adjusting established schedules to meet special circumstances. The City will make all final decisions pertaining to adjustment of schedules based on feasibility and efficiency with the goal of completing scheduled sweeping. See "Exhibit B", Fee Schedule for additional information.

III. CONTRACTOR REQUIREMENTS AND RESPONSIBILITIES

- **WORK ASSIGNMENTS AND SCHEDULE**

The Contractor shall be provided sweeper routes and maps by the City ("Attachment B"). The City is broken into five zones; a round of sweeping is considered complete when all zone maps have been completed. The Contractor shall submit a written sweeping schedule to the Public Works designee within fifteen (15) days of the effective date of an executed agreement. This schedule shall clearly identify the sweeping tasks required by this agreement and days they are scheduled to be performed in each particular area. Contractor shall have ability to review and propose sweeping route modifications to the City for review as efforts to improve sweeping program efficiency. Department of Public Works personnel will post "No Parking" notifications as needed and upon request by the contractor.

Each round of sweepings shall take no longer than two weeks to complete (weather dependent) with a minimum of two sweepers in the city at all times during each cycle. Sufficient resources shall be assigned to the project to ensure that this timeframe is able to be met. Daily work tickets will include maps of completed locations.

If it is necessary to make periodic revisions to this maintenance schedule, a modified schedule must be submitted for review to the Superintendent of General Services or his/her designee for approval prior to the date the changes are to take effect, but not less than 48-hours.

Otherwise, it is intended that the Contractor will develop a permanent schedule utilizing the information, route schedule, and any other information provided by the City, which will allow the City to monitor the Contractor's progress.

Failure to notify of a change and/or failure to perform an item of work on a scheduled day may result in deduction of payment for that date or week based on work not completed. The Contractor shall adjust his/her schedule

to compensate for all holidays and weather related/rain days. Street sweeping on holidays shall be approved by the City. The designated holidays for 2021 are included in "Attachment D"; the 2022 holiday schedule will be provided to the bid winner once approved.

- **STREET SWEEPING EQUIPMENT**

1. The street sweeper or any relief sweeper used to perform this contract work shall meet the following criteria:
 - a. Contractor shall provide both regenerative air sweepers and mechanical sweepers for street sweeping operations as conditions warrant.
 - b. Sweepers shall be maintained in top-class running condition including arriving clean for each daily schedule.
 - c. Washout, cleaning, dumping of hopper on streets will not be allowed; however washout area and water will be provided at the City of Des Plaines Public Works facility located at: 1111 Joseph Schwab Rd., Des Plaines, IL 60016.
 - d. The Contractor shall provide a relief sweeper to complete scheduled routes for each sweeper out of operation, broken down, scheduled for maintenance or any other similar situation.
 - e. The Contractor shall provide a listing of all sweepers and relief sweepers identifying: Make, model, and year.
2. The street sweeper or any relief sweeper shall be equipped with the following:
 - a. All required IDOT equipment and lights.
 - b. On-board arrow/ directional light.
 - c. Fire Extinguisher.
 - d. Dual side fully operational gutter brooms.
 - e. A set of road trouble fluorescent triangles and Rear Strobes (Amber).
 - f. A radio or mobile phone.

- **STREET SWEEPING SPEED**

Street sweepers shall be operated at speeds that are appropriate for traffic conditions and as recommended by the equipment manufacturer for optimal performance.

- **QUALITY OF SWEEPING**

The quality of sweeping shall be to the satisfaction of the Public Works and Engineering Director or his/her designee. The Contractor shall at all times use good sweeping practices as dictated by the highest standards within the sweeping industry and will make adjustments to its equipment as necessary that will result in clean streets with no debris trails left behind. On occasion and as deemed necessary by the City, this will require the complete width of the street, curb to curb, to be swept clean of debris. The Contractor must exercise due care so as to prevent spilling, scattering, or dropping of debris during the sweeping activity and shall immediately clean up any such spillage, dropping, or scattering.

Sweeping practices include, but are not limited to the following: (a) Sweeping speed shall be adjusted to street conditions with a maximum speed of ten (10) miles per hour unless manufacturer documentation is provided specifying an alternate speed; and (b) patterned concrete medians, intersections, and crosswalks shall be swept at a maximum speed of five (5) miles per hour. Standards, schedules, and frequencies may be modified from time to time as deemed necessary by the City to ensure the highest sweeping quality. Due to different street widths throughout the City, street sweeping may require slower travel speed and/or multiple passes by the sweeper, in many cases, to ensure curb-to-curb coverage of the street. Streets with raised medians (commercial and residential) shall have their curb-gutter perimeter swept, including turnouts. Street grade striped medians shall be swept in their entirety. All deposits within intersections shall be removed as part of the sweeping operations. Each street shall be swept clean to the adjacent property line. Swept clean means minimal debris residual or tailings. Any sweeper used must not blow debris onto private property.

- **PERMEABLE PAVEMENT SYSTEM/ALLEY MAINTENANCE**

High-efficiency vacuum sweepers shall be used maintaining a minimum suction of 14,000 cubic feet per minute. High-efficiency vacuum sweepers are more effective at capturing and removing fine sediment. Vacuum settings shall be adjusted to prevent uptake of aggregate from the porous unit paving openings and joints. Curb brooms are not be used at any time in the permeable alley and vacuum head shall be at least a half inch above the permeable surface to prevent damage.

- **FUELING OF SWEEPERS**

The Contractor shall be responsible for fueling each sweeper and shall be

ready to sweep at all scheduled times. The City does not provide fuel.

- **PERFORMANCE DURING INCLEMENT WEATHER**

1. The City and Contractor shall mutually determine when the sweeping operations should cease due to inclement weather or other reasons and will notify the other party immediately once a determination is made.
2. During the periods when inclement weather hinders normal operations, the Contractor shall adjust his/her work force in order to accomplish those activities that are not affected by weather.
3. Failure to adjust the work force to show good progress on the work shall result in deduction of payments to reflect only the work actually accomplished.

- **WORKING HOURS**

Contractor will be allowed to sweep Monday through Friday between the hours of 7:00 AM and 5:00 PM. Non-residential, primary and state & county roads shall NOT be swept during high traffic hours between 6:00 AM – 9:00 AM and 3:00 PM – 5:00 PM. Approval and deviation of Contractor schedule will be at the sole discretion of the City. Residential sweeping shall not be permitted prior to 7:00 AM unless special circumstances permit.

- **INSPECTIONS**

The Superintendent of General Services or his/her designee shall regularly inspect the streets and other City property subject to this Agreement to ensure that the work is being, and has been, performed in accordance with the terms identified in this agreement. All work found in such inspections not conforming to the applicable requirements shall be corrected by the Contractor and the City shall have the right to withhold payment to the Contractor until the work is corrected.

- **PROTECTION OF THE PUBLIC AND DAMAGES TO EXISTING STRUCTURES**

1. The Contractor shall exercise caution at all times for the protection of persons and property. All fines, penalties and/or repair charges resulting from the Contractor's actions shall be the sole responsibility of the Contractor.
2. The Contractor shall not permit placing or use equipment in such a

manner as to block vehicle traffic lanes or create safety hazards. The Contractor shall be responsible for the use of all appropriate warning traffic safety devices when deemed necessary.

3. Methods proposed by the Contractor and approved by the City shall not harm, deface or damage the streets being swept, street trees, sidewalks or street curbs. In the event that damaged to City right-of-way has occurred in the course of work, the Contractor shall be solely responsible for its repair or replacement.

- WATER

The Contractor is expected to utilize an appropriate amount of water dependent upon conditions and as recommended by the equipment manufacturer for optimal performance in the street sweeping process while creating a minimal amount of dust. The Contractor will be provided access to a fire hydrant/ filling area located at City of Des Plaines Public Works facility. The City may issue a water hydrant meter which must be returned prior to 12/31/24 or final payment is made. Upon approval for utilizing City owned fire hydrants, Contractor personnel will follow recommended industry standards for operating fire hydrants. The contractor shall provide a monthly report of the amount in gallons of water utilized.

- DEBRIS DISPOSAL

Contractor shall dispose of all waste material generated through street sweeping operations at the City of Des Plaines Public Works facility as directed. The contractor shall provide a monthly report of the amount in cubic yards of material disposed.

- SPILLS

1. The Contractor shall make additional passes on a street route to pick up any spillage of sweeping materials debris dropped during turns or crossings of cross gutters, prior to moving to the next area.
2. The equipment operator shall immediately stop in the event of equipment spillage such as a spillage of gasoline, diesel, motor oil, or hydraulic oil. A call for assistance must be made and the area cleaned within two hours. The quality of spill clean-ups shall be to the satisfaction of the City.

- AFTER-HOUR EMERGENCY & SPECIAL EVENT SERVICES

The Contractor will provide the City with names and telephone numbers of at least two qualified persons who can be called by City representatives when

emergency maintenance conditions occur during hours when the Contractor's normal work force is not present. These Contractor representatives shall respond to said emergency within two (2) hours from receiving notification.

- SUPERVISION OF CONTRACT, COMMUNICATION, AND MEETINGS WITH CITY

All work shall meet the approval of the City of Des Plaines Public Works Department. There shall be a minimum of one monthly meeting with the Contractor and the City representative to determine progress and to establish areas needing attention. A status report of activities performed and maintenance issues addressed by the Contractor will be submitted in writing to the City on a monthly basis. Any specific problem area which does not meet the conditions of the specifications set forth herein shall be called to the attention of the Contractor and if not corrected, payment to the Contractor will not be made until condition is corrected in a satisfactory manner as set forth in the specifications. Breakdowns or delays shall be communicated with City staff immediately in writing and via telephone to allow the City to make arrangements to mitigate service disruptions.

- CONTRACTOR'S OFFICE

Contractor is required to maintain an office within a two (2) hour response time of the job site and provide the office with phone service during normal working hours. During all other times, a telephone answering service shall be utilized and the answering service shall be capable of contacting the Contractor by radio or cellular phone. Contractor shall have a maximum response time of two (2) hours to all emergencies. The on-site storage of equipment used exclusively for providing service within the City will not be permitted.

BASE BID/ FEE SCHEDULE

Bidders will be required to submit costs for Street Sweeping Services in several ways based on the following Fee Schedule. Bidders will be compensated for Services either on an Hourly Rate or on a Lump Sum Cost based on the work performed (one (1) complete sweep of proposed area/ route). It is understood that the contractor(s) will be required to perform and complete the proposed work in a thorough and professional manner. The contractor shall provide all necessary labor, tools, equipment, materials, and supplies to complete the contracted work.

Notes:

1. All curb miles are approximations. It is the contractor's responsibility to verify all conditions and length before submitting a bid.

2. City staff shall have the right to modify, reduce or delete the amount of sweeping, schedules, routes, frequency, phases, standards and days of sweeping with prior notice to Contractor. City staff also has the right to accept only portion of the proposed work as acceptable to Contractor.
3. The Contractor will be provided the latitude in establishing work schedules which correspond to the City's route schedules, manpower and equipment resources. The Contractor will be provided the opportunity to discuss with the City adjusting established schedules to meet special circumstances. The City will make all final decisions pertaining to adjustment of schedules based on feasibility and efficiency with the goal of completing sweeping on the day scheduled.

The contractor is requested to provide an equipment list of sweeping equipment currently in their fleet to be submitted with their bid.

A. Residential Street Sweeping (Approximately 340 curb miles)

- Exhibit C Maps – All Sweeping Zones (60016 & 60018)

Ten (10) complete sweeps on the following schedule:

1. March/April per sweep \$17,042.55
2. May per sweep \$17,042.55
3. June per sweep \$17,042.55
4. July per sweep \$17,042.55
5. August per sweep \$17,042.55
6. September per sweep \$17,042.55
7. Late October to Early/Mid November per sweep \$17,042.55
8. Last week of November per sweep \$17,042.55

TOTAL ANNUAL STREET SWEEPING \$136,340.40

B. As-Needed Sweeping (TBD)

As needed scheduled & Special Event sweeping needs on an hourly rate.

Hourly Rate	Estimated Hours	Extended Total
\$150.00	75	\$11,250.00

c. Emergency/After Hours

Hourly Rate	Estimated Hours	Extended Total
\$165.00	15	\$2,475.00

D. Permeable Alley Maintenance

- Exhibit D Map. Three (3) complete sweeps of the City's alley's with permeable pavement system.

1. Early Spring	per sweep \$ <u>750.00</u>
2. Mid-Summer	per sweep \$ <u>750.00</u>
3. Late Fall	per sweep \$ <u>750.00</u>

SCHEDULE OF PRICES

ITEM	DESCRIPTION	2022	2023	2024
A	TOTAL ANNUAL RESIDENTIAL STREET SWEEPING 8 COMPLETE SWEEPS	\$136,340.40	\$140,430.21	\$144,643.11
B	AS-NEEDED STREET SWEEPING 75 HOURS	\$11,250.00	\$11,587.50	\$11,935.13
C	EMERGENCY/AFTER HOURS STREET SWEEPING 15 HOURS	\$2,475.00	\$2,549.25	\$2,625.72
D	PERMEABLE ALLEY MAINTENANCE	\$2,250.00	\$2,317.50	\$2,387.03
	EXTENDED YEARLY TOTAL	\$152,315.40	\$156,884.46	\$161,590.99

3 YEAR EXTENDED TOTAL FOR PARTS A,B,C,D

\$470,790.85

Four hundred seventy thousand, seven hundred ninety dollars and eighty-five cents.

Lakeshore Recycling Systems LLC CleanSweep division employees are members of Local 673 International Brotherhood of Teamsters. Wages and benefits are governed by this agreement.

CleanSweep drivers do not pick up leaves blown to the street by residents, but will sweep leaves that fall naturally to the street.

**ATTACH FIVE REFERENCES WITH A MINIMUM OF 4 MUNICIPAL
REFERENCES**

Company	Address	Contact Information
Village of Woodridge (disposal included)	5 Plaza Drive, Woodridge, IL 60517	Scott Sramek, Public Works Foreman 630/719-4757 ssramek@woodridgeil.gov
Village of Schaumburg (disposal included)	714 S. Plum Grove Road, Schaumburg, IL 60193	John A. Williams, Foreman, Streets & Signs 847/923-6619 jawilliams@ci.schaumburg.il.us
City of Naperville (disposal included)	180 Fort Hill Drive, Naperville, IL 60540	Dave Naley, Field Supervisor, Dept. of Public Works 630/548-2981 naleyd@naperville.il.us
Village of Glenview	1259 Shermer Court, Glenview, IL 60025	Daniel Leicht, Supervisor, Public Works dleicht@glenview.il.us 847/657-3030
Village of Hoffman Estates (disposal included)	2305 Pembroke Ave., Hoffman Estates, IL 60169	John Kovaka, Traffic Operations Supervisor john.kovaka@hoffmanestates.org 847/204-2998
Village of Libertyville	600 North Ave., Libertyville, IL 60048	Marty Wittrock, Deputy Director of Public Works mwittrock@libertyville.com 847/918-2070

Equipment Schedule

Please reference our Fleet Equipment Checklist provided in our opening narrative.

Item	Make	Year

*Use additional pages as needed



CleanSweep Fleet Equipment Checklist

Updated: October 2021

Unit	Make	Model	Year	Type	Body	Water
309	Sterling	SC8000	RB 2013	Regen. Vac	Schwarze A7	470G
311	Sterling	SC8000	2006	Regen. Vac	Schwarze A7	470G
318	GMC	T-Srs FCB042	2009	Regen. Vac	Schwarze A7	470G
319	Freightliner	SC8000	RB 2009	Mechanical	Eagle	280G
320	Sterling	SC8000	2006	Regen. Vac	Schwarze A7	470G
321	GMC	T-Srs FCB042	RB 2015	Regen. Vac	Schwarze A7	470G
322	Sterling	SC8000	RB 2015	Regen. Vac	Schwarze A7	470G
323	Sterling	SC8000	2007	Regen. Vac	Schwarze A7	470G
324	Sterling	Acterra	2007	Regen. Vac	Schwarze A7	250G
325	Sterling	Acterra	2008	Regen. Vac	Schwarze A7	250G
326	Sterling	SC8000	2016	Regen. Vac	Schwarze A7	350G
327	Freightliner	M6	2018	Mechanical	Schwarze Avalanche	470G
328	Peterbilt	SC9000	2019	Regen. Vac	Schwarze A9	600G
329	Peterbilt	SC9000	2019	Regen. Vac	Schwarze A9	600G
330	Peterbilt	SC9000	2019	Regen. Vac	Schwarze A9	600G
332	International	4300 SBA	2013	Regen. Vac	Schwarze A9	325G
333	International	4300 SBA	2013	Regen. Vac	Schwarze A9	325G
334	International	4300 SBA	2013	Regen. Vac	Schwarze A9	325G
335	International	4300 SBA	2013	Regen. Vac	Schwarze A9	325G
ELG1	Freightliner	M2	2014	Regen. Vac	Elgin Crosswind	275G
ELG2	Freightliner	M2	2015	Regen. Vac	Elgin Crosswind	275G

ADDENDUM NO. 1

**CITY OF DES PLAINES
REQUEST FOR CONTRACT PROPOSALS AND CONTRACT
Street Sweeping Services 2022-2024**

October 26, 2021

TO ALL PROPOSERS:

Attention of all Proposers is called to the following revision to the Request for Contract Proposals and Contract for the Street Sweeping Services 2022-2024 by the City of Des Plaines, Illinois ("**Request**").

The information given in this Addendum shall be taken into account by each prospective bidder in the preparation of its Contract Proposal. Receipt of this Addendum shall be acknowledged on page 1 of the bidder's Contract Proposal and a copy of this Addendum shall be included in the bidder's Contract Proposal.

I. Attachment A

BASE BID/ FEE SCHEDULE

A. Residential Street Sweeping (Approximately 340 curb miles)


- Exhibit C Maps – All Sweeping Zones (60016 & 60018)

~~Ten (10)~~ **Eight (8)** complete sweeps on the following schedule:

All other provisions of the Bid Package remain unchanged, including the date and time to submit Contract Proposals.

Street Sweeping Services 2022-2024 Bid Opening 10:00 am October 28, 2021

SIGN THIS ADDENDUM IN THE SPACE PROVIDED AND ATTACH TO THE FRONT OF YOUR BID PROPOSAL.

COMPANY NAME Lakeshore Recycling Systems LLC, CleanSweep Division
SIGNATURE  Jim Engineer, Government Affairs
DATE October 27, 2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/21/2021

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 Cottingham & Butler Michael Saladino 800 Main St. Dubuque IA 52001	CONTACT NAME: PHONE (A/C, No, Ext): 563-587-5000 FAX (A/C, No): 563-583-7339 E-MAIL ADDRESS:
INSURED LRS Holdings, LLC Lakeshore Recycling Systems LLC Heartland Recycling, LLC 6132 Oakton Street Morton Grove IL 60053	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: American Zurich Insurance Company 40142 INSURER B: Steadfast Insurance Company 26387 INSURER C: Zurich American Insurance Company 16535 INSURER D: Navigators Insurance Company 42307 INSURER E: Landmark American Insurance Company 33138 INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 492765773**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
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GLO0111153-04	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BAP0111154-04	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		LHA092534	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC0111152-04 WC7550640-03	12/31/2020 12/31/2020	12/31/2021 12/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D B	Excess Umbrella Pollution Liability		CH20EXC03X3BIC EPC0399145-02	12/31/2020 12/31/2020	12/31/2021 12/31/2023	Occ/Agg Limit Limit \$5,000,000 \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Named Insureds: Hoving Clean Sweep, LLC and Hoving Pit Stop LLC, K Hoving Recycling & Disposal LLC, Dekalb County Recycling Systems, LLC, Badgerland Disposal, LLC DBA Royal Container Services.

Excess auto liability - Limit \$2,000,000 North American Capacity - Policy #ELX-0000544

City of Des Plaines; its officers, employees, agents, attorneys, consultants, and representatives are additional insured on the general liability policy per written contract between the named insured and the certificate holder that requires such a status subject to the terms and conditions of the endorsement attached to the policy. The workers' compensation policy includes a waiver of subrogation in favor of the additional insured per written contract between the named insured See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Des Plaines
1420 Miner Street
Des Plaines IL 60016

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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Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Lakeshore Recycling Systems, LLC
6132 W. Oakton Street
Morton Grove, IL 60053

OWNER:

(Name, legal status and address)

City of Des Plaines
1420 Miner Street
Des Plaines, IL 60016

SURETY:

(Name, legal status and principal place of business)

Berkley Insurance Company
1250 E. Diehl Road, Suite 200
Naperville, IL 60563
Mailing Address for Notices
1411 Opus Place, Ste. 450
Downers Grove, IL 60515

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Street Sweeping Services 2022-24

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be deemed as a statutory bond and not as a common law bond.

Signed and sealed this 28th day of October, 2021

(Witness)

(Witness) Alexa Costello

Lakeshore Recycling Systems, LLC

(Principal)

(Seal)

By:

(Title)

Operations Manager

Berkley Insurance Company

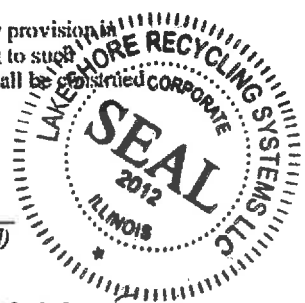
(Surety)

(Seal)

By:

(Title)

Kelly A. Gardner Attorney-in-Fact



POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

No. BI-SurePath-a

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint:

Surety Bond No.: Bid Bond
Principal: Lakeshore Recycling Systems, LLC
Obligor: City of Des Plaines
Amount of Bond: See Bond Form

Kelly A. Gardner
HUB International Midwest Limited
Downers Grove, IL

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 25th day of July, 2019.

(Seal)



Attest:

By Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 25th day of July, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDRAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundraken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 28th day of October, 2021.

(Seal)



Vincent P. Forte
Vincent P. Forte

State of Alexa Costello
County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Illinois Notary Public of DuPage County, in the State of Alexa Costello ,
do hereby certify that Kelly A. Gardner Attorney-in-Fact, of the Berkley Insurance
Company who is personally known to me to be the same person whose
name is subscribed to the foregoing instrument, appeared before me this day in person, and
acknowledged that she signed, sealed and delivered said instrument, for and on behalf of the
Berkley Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in
said County, this 28th day of October , 2021 .

Alexa Costello
Notary Public Illinois
My Commission expires: November 19, 2023



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, NOVEMBER 1, 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 6:31 p.m. in the Eleanor Rohrbach Memorial Council Chambers, Des Plaines Civic Center on Monday, November 1, 2021.

ROLL CALL

Roll call indicated the following Aldermen present: Lysakowski, Moylan, Oskerka, Brookman, Chester, Smith, Ebrahimi. Absent: Zadrozny A quorum was present.

CLOSED SESSION

Moved by Brookman, seconded by Chester to enter into Closed Session to discuss Purchase of Property, Collective Bargaining, and Personnel.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Brookman,
Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 1 - Zadrozny

Motion declared unanimously carried.

The City Council recessed at 6:32 p.m.

The City Council re-convened at 7:00 p.m.

Roll call indicated the following Alderman 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 Mayor Goczkowski .

PROCLAMATION

City Clerk Mastalski read a proclamation by Mayor Goczkowski declaring November 11, 2021 as Veterans Day.

City Clerk Mastalski read a proclamation by Mayor Goczkowski declaring November as National Native American and Alaska Native Heritage Month.

RECOGNITION

Life-Saving Award was presented by Mayor Goczkowski and Police Chief Anderson to Officer Hanson.

Life-Saving Awards were presented by Mayor Goczkowski and Police Chief Anderson to Officer Anderson, Officer Kolk, and Officer Sweeney.

MINUTES OF THE PUBLIC HEARING HELD IN THE ELEANOR ROHRBACH MEMORIAL COUNCIL CHAMBERS DES PLAINES CIVIC CENTER, MONDAY, NOVEMBER 1, 2021

PUBLIC
HEARING/
PROPOSED 2021
PROPERTY TAX
LEVY
Ordinance
M-26-21

Mayor Goczkowski called the Public Hearing for Proposed 2021 Property Tax Levy, Levying Taxes for the City of Des Plaines, Cook County, Illinois for the Fiscal Year Beginning January 1, 2022 and Ending December 31, 2022 to order at 7:01 p.m.

Assistant City Manager/Director of Finance Wisniewski reviewed a memorandum dated October 19, 2021.

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

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.

Staff recommends the City Council formally adopt the 2021 Property Tax Levy Ordinance.

Moved by Brookman, seconded by Chester, to Approve the 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.

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.

Mayor Goczkowski adjourned the Public Hearing at 7:13 p.m.

PUBLIC COMMENT

A resident commented on her request to build a garage in order to house medical equipment for her employment with Northshore Hospice.

A resident is having an issue with one of her neighbors; she is worried about her safety.

A resident who resides on Pennsylvania Ave expressed an issue with parking on his street. He also expressed a safety concern with a deteriorating telephone post on public property.

A resident expressed a parking issue in connection with one particular house on South Golf Cul De Sac Street.

ALDERMEN ANNOUNCEMENTS

Alderman Oskerka mentioned registration is closing soon for a Turkey Trot at Forest School.

Alderman Brookman thanked Donna Adams and the Clean Up/Give Back team for their clean up of the Fifth Ward. Alderman Brookman also mentioned the theater opening was a success.

Alderman Chester mentioned the success of the theater opening, and how he hopes this will represent a renaissance of the downtown area.

Alderman Smith stated it was a boost to see the crowd of people at the Des Plaines Theatre. Alderman Smith also mentioned success of the Trunk or Treat event at the park district.

Alderman Ebrahimi stated Halloween was a success in his neighborhood.

MAYORAL ANNOUNCEMENTS

Mayor Goczkowski mentioned the rebirth of the Des Plaines Theatre, and he looks forward to its future success.

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 Chester, seconded by Zadrozny, 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 Oskerka, seconded by Moylan, 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; 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, Z-54-21 were adopted; Resolutions R-172-21, R-173-21, R-174-21, R-175-21, R-176-21, R-177-21 were adopted.

AUTH PURCH/ BODY CAMERAS/ SAFE FLEET MOBILE-VISION, INC

Consent Agenda

Resolution R-172-21

APPROVE AGRMT/ DOC SCAN SVCS/

Moved by Brookman, seconded by Lysakowski to Approve Resolution R-172-21, A RESOLUTION AUTHORIZING THE PURCHASE OF BODY-WORN CAMERA SYSTEMS FOR THE POLICE DEPARTMENT FROM SAFE FLEET MOBILE-VISION, INC. Motion declared carried as approved unanimously under Consent Agenda.

Moved by Brookman, seconded by Lysakowski to Approve Resolution R-173-21, A RESOLUTION APPROVING AN AGREEMENT WITH MICROSYSTEMS, INC. FOR DOCUMENT SCANNING SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

MICROSYSTEMS,
INC

Consent Agenda

Resolution

R-173-21

APPROVE MSTR
CNTRCT/ ELEC
SVCS/ ARGON
ELECTRIC
COMPANY, INC

Consent Agenda

Moved by Brookman, seconded by Lysakowski to Approve Resolution R-174-21, A RESOLUTION APPROVING A MASTER CONTRACT WITH ARGON ELECTRIC COMPANY, INC. FOR ELECTRICAL SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

Resolution

R-174-21

AUTH EXEC OF
AGRMTS/
SUBRECIPIENTS/
CDBG FUNDS

Consent Agenda

Moved by Brookman, seconded by Lysakowski to Approve Resolution R-175-21, A RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENTS WITH SUBRECIPIENTS OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS. Motion declared carried as approved unanimously under Consent Agenda.

Resolution

R-175-21

AUTH TASK ORD
NO. 17/ MSTR
CNTRCT/
TROTTER &
ASSOCIATES, INC

Consent Agenda

Moved by Brookman, seconded by Lysakowski to Approve Resolution R-176-21, A RESOLUTION APPROVING TASK ORDER NO. 17 UNDER A MASTER CONTRACT WITH TROTTER & ASSOCIATES, INC., FOR PROFESSIONAL ENGINEERING SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

Resolution

R-176-21

APPROVE
RELEASE/
PUBLIC IMP GTY/
150 N EAST RIVER
RD

Consent Agenda

Moved by Brookman, seconded by Lysakowski to Approve 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. Motion declared carried as approved unanimously under Consent Agenda.

Resolution

R-177-21

SECOND
READING/
ORDINANCE
M-17-21

Moved by Brookman, seconded by Lysakowski to Approve 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.

Consent Agenda**SECOND
READING/
ORDINANCE
M-18-21****Consent Agenda**

Moved by Brookman, seconded by Lysakowski to Approve 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.

**SECOND
READING/
ORDINANCE
M-19-21****Consent Agenda**

Moved by Brookman, seconded by Lysakowski to Approve 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.

**SECOND
READING/
ORDINANCE
M-20-21****Consent Agenda**

Moved by Brookman, seconded by Lysakowski to Approve Ordinance M-20-21, AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2021 TAX LEVY FOR THE 2018 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2018. Motion declared carried as approved unanimously under Consent Agenda.

**SECOND
READING/
ORDINANCE
M-21-21****Consent Agenda**

Moved by Brookman, seconded by Lysakowski to Approve 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.

**SECOND
READING/
ORDINANCE
M-22-21****Consent Agenda**

Moved by Brookman, seconded by Lysakowski to Approve 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.

**SECOND
READING/
ORDINANCE
M-23-21****Consent Agenda**

Moved by Brookman, seconded by Lysakowski to Approve 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.

**SECOND
READING/
ORDINANCE
M-24-21****Consent Agenda**

Moved by Brookman, seconded by Lysakowski to Approve 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.

**SECOND
READING/
ORDINANCE
M-25-21****Consent Agenda**

Moved by Brookman, seconded by Lysakowski to Approve 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.

**SECOND
READING/
ORDINANCE
Z-54-21**

Consent Agenda

Moved by Brookman, seconded by Lysakowski to Approve 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). Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE
MINUTES**

Consent Agenda

Moved by Brookman, seconded by Lysakowski to Approve the Minutes of the City Council Special Meeting regarding Strategic Planning of October 2, 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 Minutes of the City Council Special Meeting regarding 2022 Budget, Hearing #1 of October 7, 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 Minutes of the City Council Special Meeting regarding 2022 Budget, Hearing #2 of October 12, 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 Minutes of the City Council meeting of October 18, 2021, as published. Motion declared carried as approved unanimously under Consent Agenda.

NEW BUSINESS

FINANCE & ADMINISTRATION – Alderman Zadrozny, Chair

**WARRANT
REGISTER**

Resolution

R-178-21

Alderman Zadrozny presented the Warrant Register.

Alderman Chester requested reports from the lobbyists listed in the Warrant Register.

Moved by Zadrozny, seconded by Moylan, to approve the Warrant Register of November 1, 2021 in the Amount of \$4,523,441.19 and approve Resolution R-178-21.

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.

**2022 ANNUAL
BUDGET**

Resolution

R-179-21

Assistant City Manager/Director of Finance Wisniewski reviewed a memorandum dated October 21, 2021.

For the City Council to adopt the 2022 Budget Resolution.

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.

The table 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.

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

‘2022 Budget at a Glance’, summarizes the final figures to date as they pertain to revenues, expenditures, and transfers in/out

Staff recommends the City Council adopt the attached resolution approving the 2022 Budget document.

Moved by Zadrozny, seconded by Oskerka, to approve the Resolution R-179-21, A RESOLUTION APPROVING THE 2022 ANNUAL BUDGET FOR THE CITY OF DES PLAINES.

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.

BUILDING CODE – Alderman Smith, Chair

CONSIDERATION
OF
AMENDMENTS
TO SEC 10-8-2 OF
CITY CODE
REGARDING
LOCAL
AMENDMENTS
TO THE
NATIONAL
ELECTRICAL
CODE
Ordinance
M-27-21

City Manager Bartholomew reviewed a memorandum dated October 7, 2021.

The consideration is regarding proposed amendments to Title 10, Chapter 8, Section 2 of the Des Plaines City Code, which would incorporate amendments from the National Electrical Code.

The desire is to amend the Section 10-8-2 to amend the NEC to limit the permitted length of certain types of cable.

Staff recommends approval of the amendments to Section 10-8-2 of the Des Plaines City Code Regarding Local Amendments to the National Electrical Code via Ordinance M-27-21.

Moved by Moylan, seconded by Brookman, to Approve the 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.

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

CONSIDERATION
APPROVING ONE-
YEAR AGRMT
WITH ANDY
FRAIN SERVICES
FOR CROSSING
GUARD
SERVICES
Resolution
R-163-21

A Request for Proposals for crossing guard services was released on June 15, 2021. Three responses were received on June 29, 2021.

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.

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.

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.

Alderman Brookman contested to the one-year agreement with Andy Frain Service for crossing guard services. She wanted more information regarding the cost service agreement with the school district to fund the crossing guard services. Alderman Brookman also stated by keeping the crossing guard services being run by the Police Department would actually save the City money; while be able to raise the base pay and hire an individual to be the liaison between the crossing guards and the Police Department.

Resident Maria Robey expressed how she believes the crossing guard services should not be outsourced to Andy Frain Services; it is her opinion it will negatively affect the

individuals who are currently crossing guards for Des Plaines. She embraces the community feel the crossing guard services currently offer, and believes that will be lost if the program is outsourced. Resident Maria Robey sees the crossing guards as the fabric of our community, and she stated by accepting the contract it may destroy that neighborhood connection.

Resident Debra Connelly believes the City does not advertise for open crossing guard positions. She also stated she knows someone who applied for a crossing guard position and it took a significant amount of time for that person to be contacted about the application.

Resident RJ Brasic, who is stationed at the Devonshire School, believes the City could manage the hiring process better. He stated the City should work with the Senior Center to set up a job fair; he believes people, especially seniors, want to work. He also stated he knows three people who applied when there were several crossing guard openings, and he states they did not get past Human Resources.

Resident Ray Connelly believes the matter of funding should be approached first; and he stated he is individual who Debra Connelly mentioned waited over two months to be contacted about his crossing guard job application.

Moved by Chester, seconded by Brookman, to defer Resolution R-179-21 to the City Council Agenda on 11/15/2021, A RESOLUTION APPROVING THE 2022 ANNUAL BUDGET FOR THE CITY OF DES PLAINES.
No Vote due to substitute motion.

Moved by Oskerka, seconded by Zadrozny, a substitute motion to approve the Resolution R-179-21, A RESOLUTION APPROVING THE 2022 ANNUAL BUDGET FOR THE CITY OF DES PLAINES.
No vote due to amendment to substitute motion.

Moved by Brookman, seconded by Chester, an amendment to the substitute motion to adjust the pay rate to \$20.00 per hour and to deny the Resolution R-179-21, A RESOLUTION APPROVING THE 2022 ANNUAL BUDGET FOR THE CITY OF DES PLAINES.

Upon roll call, the vote was:

AYES: 3 - Brookman, Chester, Smith

NAYS: 5 - Lysakowski, Moylan, Oskerka,
Zadrozny, Ebrahimi

ABSENT: 0 - None

Motion declared failed.

Due to the amendment to the substitute motion declared failed, vote to move forward on the substitute motion.

Moved by Oskerka, seconded by Zadrozny, a substitute motion to approve the Resolution R-179-21, A RESOLUTION APPROVING THE 2022 ANNUAL BUDGET FOR THE CITY OF DES PLAINES.

Upon roll call, the vote was:

AYES: 5 - Lysakowski, Moylan, Oskerka,
Zadrozny, Ebrahimi
NAYS: 3 - Brookman, Chester, Smith
ABSENT: 0 - None
Motion declared carried.

Mayor Goczkowski requested a voice vote to have the City Manager and the Police Chief meet with the school districts to adopt a Cost Sharing Agreement regarding crossing guard services.

Upon voice vote, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,
Brookman, Chester, Smith, Ebrahimi
NAYS: 0 - None
ABSENT: 0 - None
Consensus declared carried.

RECONSIDER
THE DENIAL OF
ORDINANCE
Z-52-21/
REFERRAL FOR
PUBLIC HEARING
AND
CONSIDERATION
OF ORDINANCE
Z-52-21 AND
Z-53-21

Mayor Goczkowski reviewed a memorandum dated October 21, 2021.

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.

Mayor Goczkowski recommended a reconsideration of the proposed new billboard at 2805-2845 Mannheim Road.

Moved by Moylan, seconded by Oskerka, to approve 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).

Upon roll call, the vote was:

AYES: 6 - Lysakowski, Moylan, Oskerka,
Zadrozny, Smith, Ebrahimi
NAYS: 2 - Brookman, Chester
ABSENT: 0 - None
Motion declared carried.

ADJOURNMENT

Moved by Brookman, seconded by Oskerka to adjourn the meeting. The meeting adjourned at 8:58 p.m.

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: November 4, 2021
To: Michael G. Bartholomew, City Manager
From: Dorothy Wisniewski, Assistant City Manager/Director of Finance
Subject: Resolution R-186-21, November 15, 2021 Warrant Register

A handwritten signature in blue ink, appearing to be 'D.W.', is located to the right of the 'To:' and 'From:' lines.

Recommendation: I recommend that the City Council approve the November 15, 2021 Warrant Register Resolution R-186-21.

Warrant Register.....\$3,088,302.07

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-186-21

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 15, 2021

City of Des Plaines

Warrant Register 11/15/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund					
Department: 00 - Non Departmental					
1	4400	Building Permits	8500 Vivint Solar Inc	Refund 10/18/21 Permit Fee Refund - Originally Issued 12/18/20 P#2020-01100096	708.00
2	4631	Nonresident Ambulance Fees	1459 Blue Cross Blue Shield of Illinois	DPIL-210007510:1 Medical Reimbursement DOS 02/25/2021	294.28
Total 00 - Non Departmental					1,002.28

Elected Office					
Division: 110 - Legislative					
3	6000	Professional Services	8441 Liz Brown-Reeves Consulting	100 Lobbyist Services - June 1, 2021 - August 31, 2021	18,000.00
4	6015	Communication Services	1552 Verizon Wireless	9890577055 Communication Service 09/14-10/13/2021	433.60
5	7000	Office Supplies	1644 Warehouse Direct Inc	5079553-0 2022 Calendar and Mouse Pad	23.53
Total 110 - Legislative					18,457.13

Division: 120 - City Clerk					
6	6015	Communication Services	1552 Verizon Wireless	9890577055 Communication Service 09/14-10/13/2021	42.36
7	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8000161813 Shredding Services 08/06-09/10/2021	86.85
Total 120 - City Clerk					129.21

Total 10 - Elected Office					18,586.34
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City Administration					
Division: 210 - City Manager					
8	6015	Communication Services	1552 Verizon Wireless	9890577055 Communication Service 09/14-10/13/2021	42.36
Total 210 - City Manager					42.36

Division: 220 - Legal					
9	6005	Legal Fees	8133 Elrod Friedman LLP	5792 9-21 Non-Retainer Matters	1,339.50
10	6005	Legal Fees	8133 Elrod Friedman LLP	5804 9-21 Non-Retainer Matters	2,262.50
11	6005	Legal Fees	8133 Elrod Friedman LLP	SEPT 2021 RET September 2021 Retainer	18,500.00
12	6009	Legal Fees - Admin Hearings/Prosecutions	1073 Bartel, Raymond	21-20 Administrative Hearings & Traffic Court October 2021	2,195.00
Total 220 - Legal					24,297.00

Division: 230 - Information Technology					
13	6000	Professional Services	5934 Tyler Technologies Inc	045-356162 Executime Time & Attendance Prof Services 11/11/2020-05/07/2021	7,616.00
14	6015	Communication Services	1552 Verizon Wireless	9890577055 Communication Service 09/14-10/13/2021	297.49
15	6300	R&M Software	1322 Insight Public Sector	1100883355 NetMotion License Renewal 10/20/2021 - 10/19/2022	6,065.60
16	7005	Printer Supplies	1820 Datasource Ink	21599 9 Toner Cartridges for Various City Printers	1,440.00

City of Des Plaines

Warrant Register 11/15/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
17	7320	Equipment < \$5,000	1552 Verizon Wireless	9890577055	Communication Service 09/14-10/13/2021	429.95
Total 230 - Information Technology						15,849.04

Division: 240 - Media Services						
18	6015	Communication Services	1552 Verizon Wireless	9890577055	Communication Service 09/14-10/13/2021	158.09
19	6195	Miscellaneous Contractual Services	6694 Key Code Media Inc	0008588	R-155-21 - Control Room Upgrades - 40% Deposit	6,213.60
20	7200	Other Supplies	2016 Signarama	42496	Name Plate Frame for CED Director 10/08/2021	60.50
21	8015	Equipment	6694 Key Code Media Inc	0008588	R-155-21 - Control Room Upgrades - 40% Deposit	18,436.00
Total 240 - Media Services						24,868.19

Division: 250 - Human Resources						
22	5340	Pre-Employment Testing	1267 Northwest Community Hospital	25054	Pre-Employment Physical (Public Works) 09/23/2021	140.00
23	5340	Pre-Employment Testing	7133 Mid-West Truckers Association Inc	P746297	Pre-Employment Testing 10/15/2021	401.25
24	6015	Communication Services	1552 Verizon Wireless	9890577055	Communication Service 09/14-10/13/2021	42.36
25	6100	Publication of Notices	1485 ILCMA - IL City/County Management Assoc	3129	Job Posting-Asst Dir of CED 10/13-11/03/2021	50.00
26	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8000161813	Shredding Services 08/06-09/10/2021	86.85
27	6195	Miscellaneous Contractual Services	8153 Zoom Video Communications Inc	INV114105573A	Zoom Subscription 10/22/2021-10/21/2022	149.90
Total 250 - Human Resources						870.36

Total 20 - City Administration						65,926.95
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Department: 30 - Finance						
28	6015	Communication Services	1552 Verizon Wireless	9890577055	Communication Service 09/14-10/13/2021	99.55
29	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8000161813	Shredding Services 08/06-09/10/2021	86.85
30	7000	Office Supplies	1644 Warehouse Direct Inc	5081002-0	4 Calculator Ribbons, 3 Boxes of Protector Sheets, Etc.	55.58
31	7200	Other Supplies	1644 Warehouse Direct Inc	5081002-0	4 Calculator Ribbons, 3 Boxes of Protector Sheets, Etc.	7.30
Total 30 - Finance						249.28

Community Development						
Division: 410 - Building & Code Enforcement						
32	6000	Professional Services	8304 TPI Building Code Consultants Inc	202108	Health Inspections & Plan Reviews - August 2021	6,515.00
33	6000	Professional Services	7647 Citywide Elevator Inspection Services Inc	D70976	26 Elevator Inspections - 5/28/21-6/11/21	208.00

City of Des Plaines

Warrant Register 11/15/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
34	6000	Professional Services	7647 Citywide Elevator Inspection Services Inc	DP71305-REV 64 Elevator Inspections - 10/27/2020-09/17/2021	512.00
35	6005	Legal Fees	8133 Elrod Friedman LLP	5793 9-21 Non-Retainer Matters	1,192.50
36	6005	Legal Fees	8133 Elrod Friedman LLP	5794 9-21 Non-Retainer Property Enforcement Matters	598.50
37	6015	Communication Services	1552 Verizon Wireless	9890577055 Communication Service 09/14-10/13/2021	410.99
38	6195	Miscellaneous Contractual Services	3013 Clauss Brothers Inc	27206 Nuisance Abatement - 26 Properties - 9/1/2021-9/30/2021	5,407.28
39	6310	R&M Vehicles	1036 Des Plaines Car Wash	June 2021 City 5 Car Washes for City Vehicles - June 2021	12.00
40	7000	Office Supplies	1644 Warehouse Direct Inc	5079333-0 4 Boxes Copy Paper, 2 Dozen Pens, Disinfectant Wipes	133.54
41	7000	Office Supplies	1644 Warehouse Direct Inc	5080016-0 Calendars, Post-It Notes, Pens, Notebooks	47.21
Total 410 - Building & Code Enforcement					15,037.02

Division: 420 - Planning & Zoning					
42	6005	Legal Fees	8133 Elrod Friedman LLP	5785 9-21 Non-Retainer Matters	540.00
43	6015	Communication Services	1552 Verizon Wireless	9890577055 Communication Service 09/14-10/13/2021	42.36
44	6100	Publication of Notices	1050 Journal & Topics Newspapers	186481 Public Notice for 10/26/21 PZB Meeting - Published 10/6/21	99.53
45	6110	Printing Services	1233 Press Tech Inc	48519 1 Box Business Cards 10/18/2021	20.00
46	7000	Office Supplies	1644 Warehouse Direct Inc	5079333-0 4 Boxes Copy Paper, 2 Dozen Pens, Disinfectant Wipes	133.54
47	7000	Office Supplies	1644 Warehouse Direct Inc	5080016-0 Calendars, Post-It Notes, Pens, Notebooks	47.22
Total 420 - Planning & Zoning					882.65

Division: 430 - Economic Development					
48	6015	Communication Services	1552 Verizon Wireless	9890577055 Communication Service 09/14-10/13/2021	32.36
Total 430 - Economic Development					32.36

Total 40 - Community Development					15,952.03
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Public Works & Engineering					
Division: 100 - Administration					
49	6015	Communication Services	1552 Verizon Wireless	9890577055 Communication Service 09/14-10/13/2021	99.69
50	6300	R&M Software	6055 Axiom Human Resource Solutions Inc	0000040783 Kronos User Fees - September 2021	181.50
Total 100 - Administration					281.19

Division: 510 - Engineering					
51	6015	Communication Services	1552 Verizon Wireless	9890577055 Communication Service 09/14-10/13/2021	246.46
52	6310	R&M Vehicles	1036 Des Plaines Car Wash	July 2021 Fire 2 Car Washes for City Vehicles - July 2021	6.00
53	6310	R&M Vehicles	1036 Des Plaines Car Wash	July 2021-City 1 Car Wash 07/26/2021	6.00

City of Des Plaines

Warrant Register 11/15/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
54	6310	R&M Vehicles	1036 Des Plaines Car Wash	June 2021 City	5 Car Washes for City Vehicles - June 2021	12.00
55	6310	R&M Vehicles	1036 Des Plaines Car Wash	Sept 2021-City	1 Car Wash 09/23/2021	6.00
Total 510 - Engineering						276.46

Division: 530 - Street Maintenance						
56	5335	Travel Expenses	2494 IL State Toll Highway Authority (IPASS)	G121000004408	Toll Fees - 07/01-09/30/2021	149.33
57	5335	Travel Expenses	2494 IL State Toll Highway Authority (IPASS)	G125000006741	Toll Fees - 04/01-06/30/2021	37.73
58	6015	Communication Services	1552 Verizon Wireless	9890577055	Communication Service 09/14-10/13/2021	454.24
59	6040	Waste Hauling & Debris Removal	7691 Builders Asphalt LLC	88597	7.0 Loads Broken Asphalt Disposal - 10/14/2021	500.00
60	6175	Tree Plantings	1347 Lurvey Landscape Supply	T1-10416737	3.0 Cu Yds Bulk Mulch & Sod Cutter Knife - 10/14/2021	138.20
61	6175	Tree Plantings	1347 Lurvey Landscape Supply	T1-10416777	3.0 Cu Yds Bulk Mulch & Sod Cutter Knife - 10/14/2021	138.20
62	6195	Miscellaneous Contractual Services	1367 Meade Inc	EMC 6609-21	Traffic Signal Repair - Graceland & Thacker - 10/15/2021	1,726.25
63	6195	Miscellaneous Contractual Services	7706 Lakeshore Recycling Systems LLC	PS408142	Street Sweeping - Various Locations - 10/01-10/15/2021, R-5-21	530.44
64	7000	Office Supplies	1644 Warehouse Direct Inc	5077396-0	Copy Paper & Planner - PW	67.40
65	7020	Supplies - Safety	8244 Des Plaines Ace Hardware	1346	3 Cans Wasp Spray	13.47
66	7020	Supplies - Safety	4093 White Cap LP	50017045159	400 Ear Plugs	121.80
67	7020	Supplies - Safety	1550 Addison Building Material Co	960093	Gloves	21.50
68	7030	Supplies - Tools & Hardware	1053 Kimball Midwest	9150877	19 Drill Bits - PW Tools	175.73
69	7035	Supplies - Equipment R&M	1085 Alexander Equipment Company Inc	182407	Chain Saw, Files, & Chook	164.99
70	7035	Supplies - Equipment R&M	1057 Menard Incorporated	87942	Tarp, Tarp Straps, Etc.	119.55
71	7035	Supplies - Equipment R&M	1057 Menard Incorporated	88063	Battery Terminal Protector for Message Boards	4.99
72	7050	Supplies - Streetscape	4177 Uline Inc	137862454	Garbage Receptacle	696.01
73	7050	Supplies - Streetscape	4177 Uline Inc	137922313	Garbage Receptacle	696.01
74	7050	Supplies - Streetscape	1437 Des Plaines Material & Supply LLC	454198	2 Rebar Bundles & 7 Wheel Stops	388.69
75	7050	Supplies - Streetscape	1437 Des Plaines Material & Supply LLC	454589	10 Wheel Stops & 20 Wheel Stop Pins - Miner St Parking Lot	499.50
76	7050	Supplies - Streetscape	1057 Menard Incorporated	88101	Building Wire & River Pebble - Ellinwood	46.87
77	7055	Supplies - Street R&M	1723 Hall Signs Inc	395600	Metro Wing Brackets, Screw Set, & Allen Wrench Tool	384.46

City of Des Plaines

Warrant Register 11/15/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
78	7055	Supplies - Street R&M	2810 High PSI LTD	73266	Graffiti Remover	480.00
79	7055	Supplies - Street R&M	1057 Menard Incorporated	87752	Fabuloso Cleaner	46.02
80	7055	Supplies - Street R&M	1057 Menard Incorporated	87986	Sign Shop Supplies	133.56
81	7055	Supplies - Street R&M	1057 Menard Incorporated	88303	Graffiti Cover Paint - Weller Creek Viaduct	305.50
82	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	88373	1.52 Tons Asphalt - Potholes - 10/12/2021, R-38-21	63.84
83	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	88482	103.63 Tons Asphalt - Munroe Circle - 10/13/2021, R-38-21	4,352.46
84	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	89118	2.50 Tons Asphalt - Potholes - 10/20/2021, R-38-21	105.00
85	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	89222	2.51 Tons Asphalt - Potholes - 10/21/2021, R-38-21	105.42
Total 530 - Street Maintenance						12,667.16

Division: 535 - Facilities & Grounds Maintenance						
86	5335	Travel Expenses	2494 IL State Toll Highway Authority (IPASS)	G121000004408	Toll Fees - 07/01-09/30/2021	149.33
87	5335	Travel Expenses	2494 IL State Toll Highway Authority (IPASS)	G125000006741	Toll Fees - 04/01-06/30/2021	37.73
88	6015	Communication Services	1027 Call One	454178	Communication Service 10/15-11/14/2021	57.77
89	6015	Communication Services	1552 Verizon Wireless	9890577055	Communication Service 09/14-10/13/2021	161.58
90	6145	Custodial Services	8073 Crystal Maintenance Services Corporation	27676	Cleaning Services - August 2021 - 07/15/2021, R-185-19	7,650.00
91	6145	Custodial Services	8073 Crystal Maintenance Services Corporation	27879	Cleaning Services - November 2021 - 10/15/2021, R-185-19	9,420.00
92	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4098677526	Mat Service - Metra Train Station - 10/13/2021	35.00
93	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4099349221	Mat Service - Police Station - 10/20/2021	122.24
94	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4099349240	Mat Service - Metra Train Station - 10/20/2021	35.00
95	6195	Miscellaneous Contractual Services	7146 JOS Services Inc	5239	Drain Rodding - Fire Station #62 - 10/08/2021	750.00
96	6315	R&M Buildings & Structures	3338 Gabriel Environmental Services	1021A0072	Asbestos Survey - PW 09/28/2021	1,100.00
97	6315	R&M Buildings & Structures	7350 JLI Contracting Inc	142678	Masonry Repair - City Hall NE Corner - 10/15/2021	5,675.00
98	6315	R&M Buildings & Structures	2965 State Fire Marshal	9652944	Boiler Inspection at Theatre 10/20/2021	100.00

City of Des Plaines

Warrant Register 11/15/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
99	7025	Supplies - Custodial	1029 Cintas Corporation	4098677554	Cleaners, Paper Towels, Air Freshener, Soap, Mat, Etc. - PW	143.87
100	7025	Supplies - Custodial	1029 Cintas Corporation	4099349280	Scraper, Cleaners, Paper Towels, Air Freshener, Soap, Etc. - PW	183.40
101	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	87685	Trowel, Mallet, Nail Puller & 3-Piece Nail Set	27.96
102	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	1021272	Drywall & Ceiling Grid - City Hall 5th Floor	68.02
103	7045	Supplies - Building R&M	1666 Des Plaines Glass Company	11953	Glass & 3 Tubes Caulk - PW	170.00
104	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	1345	Y Brass Hose w/ Shutoff - Fire Station #61	15.29
105	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4010097	Drywall - City Hall 5th Floor	33.12
106	7045	Supplies - Building R&M	1437 Des Plaines Material & Supply LLC	440999	3 Wheel Stops - PW Garage	625.11
107	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	5020669	Joint Compound - City Hall 5th Floor	7.90
108	7045	Supplies - Building R&M	1662 Johnstone Supply	5123583	Pilot Assembly for Hot Water Heater - Fire Station #61	85.55
109	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	7451912	Boards, Tape, Gloves, & Bottled Water - City Hall 5th Floor	81.25
110	7045	Supplies - Building R&M	1057 Menard Incorporated	87692	Drywall, Utility Knives and Blades for City Hall 5th Floor	54.32
111	7045	Supplies - Building R&M	1057 Menard Incorporated	88037	Pail, Sealer, Joint Knife, Joint Tape, & Chinex - City Hall	66.88
112	7045	Supplies - Building R&M	1057 Menard Incorporated	88048	Brackets, Gang Mudrings, Switch Plates, & Hex Caps - City Hall	62.30
113	7045	Supplies - Building R&M	1057 Menard Incorporated	88109	Electric Supplies for the 5th Floor Remodel	111.09
114	7045	Supplies - Building R&M	1043 WW Grainger Inc	9082454522	Toilet Flush Valve - Fire Station #61	13.23
115	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	9192702	Returned Plumbing Supplies - Fire Station #61	(59.67)
116	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	9452000	Compressor Parts - Fire Station #61	112.75
117	7045	Supplies - Building R&M	1550 Addison Building Material Co	959757	30 Metal Studs - City Hall Fifth Floor	457.50
118	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/053166	New Light for Basement Conference Room - Fire Station #61	64.99
119	7140	Electricity	1033 ComEd	0459113083-10/21	Electricity Service 09/13-10/12/2021	9,879.92
120	7140	Electricity	1033 ComEd	2685017085-10/21	Electricity Service 09/02-10/04/2021	186.28
121	7140	Electricity	1033 ComEd	4974385007-10/21	Electricity Service 09/08-10/07/2021	24.36
122	7140	Electricity	1033 ComEd	4974507003-10/21	Electricity Service 09/02-10/04/2021	301.90
123	7140	Electricity	1033 ComEd	5058680019-10/21	Electricity Service 09/02-10/04/2021	41.25
124	7140	Electricity	1033 ComEd	5058681016-10/21	Electricity Service 09/02-10/04/2021	31.31

City of Des Plaines

Warrant Register 11/15/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
125	7140	Electricity	1033 ComEd	5310666002-10/21	Electricity Service 09/02-10/04/2021	888.13
Total 535 - Facilities & Grounds Maintenance						38,971.66

Division: 540 - Vehicle Maintenance						
126	6015	Communication Services	1552 Verizon Wireless	9890577055	Communication Service 09/14-10/13/2021	98.49
127	6135	Rentals	1029 Cintas Corporation	4098648919	Mechanic's Uniform Rental - 10/13/2021	158.65
128	6135	Rentals	1029 Cintas Corporation	4099287319	Mechanic's Uniform Rental - 10/20/2021	183.59
129	6195	Miscellaneous Contractual Services	8099 Hillstone Structural Services Inc	21-004-003	Raw Steel Materials & Delivery - 10/15/2021	1,520.00
130	6305	R&M Equipment	8099 Hillstone Structural Services Inc	21-004-001	Leaf Broom Fabrication Repairs - 09/28/2021	2,495.00
131	6305	R&M Equipment	8099 Hillstone Structural Services Inc	21-004-002	Leaf Broom Fabrication Repairs - 10/05/2021	2,495.00
132	6310	R&M Vehicles	1354 MPC Communications & Lighting Inc	21-1292	Modem, Antenna, & Charger Installation 10/15/2021 - Fire 7609	972.70
133	6310	R&M Vehicles	1278 Dave & Jim's Auto Body Inc	21706	All Wheel Alignment - PW 6095 - 10/21/2021	120.00
134	6310	R&M Vehicles	1643 Golf Mill Ford	844803	Water Pump Replacement & Recalls - Police 6071 10/13-10/15/2021	2,235.93
135	6310	R&M Vehicles	1036 Des Plaines Car Wash	July 2021 Fire	2 Car Washes for City Vehicles - July 2021	6.00
136	7030	Supplies - Tools & Hardware	1078 Acme Truck Brake & Supply Co	01_216188	Returned Light Sockets & Purchased Tire Gauge - PW 5080	75.17
137	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_216188	Returned Light Sockets & Purchased Tire Gauge - PW 5080	(16.76)
138	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0233370	TPS Sensors, Brakes, Spark Plugs, Coil - Police Stock	325.79
139	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0234504	2 Tire Sensors & Brake Pads - Police Stock	106.54
140	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0235264	Brake Pads, Rotors, & Air Filters - Police Stock	1,129.66
141	7040	Supplies - Vehicle R&M	1501 Foster Coach Sales Inc	22841	Speaker, Connectors, & Strip Light - Fire 7703	630.63
142	7040	Supplies - Vehicle R&M	3315 Regional Truck Equipment	228737	Plow Ram & Hydraulic Unit - PW Stock	1,548.53
143	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1267783	Exhaust Band Clamps - Fire 7522	32.00
144	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	509965P	Exhaust Tube, Gaskets, & Nuts - Police 6909	273.06
145	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	510068P	Exhaust Nuts - Police 6909	2.08
146	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	810419	Returned Bracket, V-Belt, Air Filter, & Deposit - PW Stock	(58.29)
147	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	810583	4 Hitch Pins - PW Stock	51.60
148	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	810594	Light, Grommet, & Adhesive - Fire 7522	41.15

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
149	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	810608	Exhaust Clamp - Fire 7522	11.22
150	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	810627	4 Radiator Caps - Fire 7608	21.56
151	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	810808	LED Beacon - PW Stock	106.99
152	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	811024	Serpentine Belt - Police 6088	16.27
153	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	811036	3 Lights & 4 Grommets - Fire 7752	79.02
154	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	811250	Starter & Core Deposit - Fire 7402	205.89
155	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	811306	Brake Shoes, Rotors, & Wheel Seals - PW 5069	521.90
156	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	811398	Brake Calipers & Core Deposit - PW 5069	237.48
157	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	811449	2 Wheel Hub Assemblies - Fire 6517	247.48
158	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	9159186	Grease, Lubricant, RTV, Tape, Brass Fittings, Etc. - PW Stock	299.93
159	7040	Supplies - Vehicle R&M	1202 Standard Equipment Co	P32149	20 Curb Brooms - PW Stock	3,104.80
160	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101047120:05	2 Bushings - Fire 7703	11.42
161	7120	Gasoline	8331 Avalon Petroleum Company Inc	572220	5,000 Gals Unleaded Gasoline - 10/07/2021, R-163-20	11,529.21
162	7130	Diesel	8331 Avalon Petroleum Company Inc	029226	2,000 Gals Bio Diesel Fuel - 10/07/2021, R-163-20	4,819.37
163	7320	Equipment < \$5,000	8454 NAPA Auto Parts	811069	Air Regulator	73.97
164	7320	Equipment < \$5,000	1552 Verizon Wireless	9890577055	Communication Service 09/14-10/13/2021	452.45
Total 540 - Vehicle Maintenance						36,165.48

Total 50 - Public Works & Engineering	88,361.95
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Police Department						
Division: 100 - Administration						
165	6015	Communication Services	1552 Verizon Wireless	9890577055	Communication Service 09/14-10/13/2021	123.98
Total 100 - Administration						123.98

Division: 610 - Uniformed Patrol						
166	5325	Training	1261 Northeast Multiregional Training	292383	Juvenile Specialist Skills Web-Based 10/06/2021 (2 Ofc)	150.00
167	5325	Training	1261 Northeast Multiregional Training	292505	40 Hour Field Training Officer Training 9/27-10-1/2021 (1 Ofc)	255.00
168	5325	Training	1261 Northeast Multiregional Training	292548	Police Staff and Command 09/13- 01/12/2022 (1 Commander)	4,000.00
169	5325	Training	4611 Lake County, College of	R22984	Basic Evidence Technician Course 9/27-10/8/2021 (1 Ofc)	1,465.00
170	6015	Communication Services	1552 Verizon Wireless	9890577055	Communication Service 09/14- 10/13/2021	1,873.80

City of Des Plaines

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
171	6110	Printing Services	1142 Copyset Printing Company	59765	2000 Business Card/Police Report Cards 08/24/2021	180.00
172	6110	Printing Services	1142 Copyset Printing Company	60021	500 Graffiti Work Order Forms 10/19/2021	188.00
173	6310	R&M Vehicles	1036 Des Plaines Car Wash	June 2021 City	5 Car Washes for City Vehicles - June 2021	6.00
Total 610 - Uniformed Patrol						8,117.80

Division: 620 - Criminal Investigation						
174	6015	Communication Services	1552 Verizon Wireless	9890577055	Communication Service 09/14-10/13/2021	860.69
Total 620 - Criminal Investigation						860.69

Division: 630 - Support Services						
175	6000	Professional Services	8133 Elrod Friedman LLP	5800	9-21 Non-Retainer Matters	137.50
176	6015	Communication Services	8484 PTS Communications Inc	2075917	3 Public Pay Phones Monthly Fee November 2021	228.00
177	6015	Communication Services	1552 Verizon Wireless	9890577055	Communication Service 09/14-10/13/2021	382.95
178	6110	Printing Services	1233 Press Tech Inc	48080	250 Custom Cards and 250 Envelopes 07/30/2021	394.00
179	6190	Tow/Storage/Abandoned Fees	1567 Schimka Auto Wreckers, Inc	10/1/2021	September 2021 Towing Services (1)	40.00
180	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8000161813	Shredding Services 08/06-09/10/2021	434.50
181	6310	R&M Vehicles	1036 Des Plaines Car Wash	Aug 2021 Police	21 Squad Washes and 1 Squad Detail Aug 2021	261.00
182	6310	R&M Vehicles	1036 Des Plaines Car Wash	Jul 2021 Police	17 Squad Washes July 2021	102.00
183	6310	R&M Vehicles	1036 Des Plaines Car Wash	Jun 2021 Police	20 Squad Washes and 1 RV Wash Jun 2021	160.00
184	6310	R&M Vehicles	1036 Des Plaines Car Wash	Sep 2021 Police	21 Squad Washes Sept 2021	126.00
185	6345	R&M Police Range	3882 Best Technology Systems Inc	BTL-21011-8	2021 Service Agreement for Range Cleaning and Maintenance Aug	523.75
186	6345	R&M Police Range	3882 Best Technology Systems Inc	BTL-21011-9	2021 Service Agreement for Range Cleaning and Maintenance Sept	646.87
187	7000	Office Supplies	1644 Warehouse Direct Inc	5078501-0	Staples, Note Pads, Paper Clips	82.50
188	7000	Office Supplies	1644 Warehouse Direct Inc	5082893-0	6 Boxes of Staples	12.72
189	7200	Other Supplies	4177 Uline Inc	140027751	Paper Bags for Incinerator	306.62
190	7200	Other Supplies	1644 Warehouse Direct Inc	5086240-0	Paper Cups, Paper Plates	65.00
191	7200	Other Supplies	1057 Menard Incorporated	87818	Firewood for Incinerator	9.98
192	7500	Postage & Parcel	1566 UPS Store The	2021 / 3Q Police	Body Cameras Shipped for Repair 7/23 and 9/7/2021	28.88

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
193	7525 Meals	1076 Sam's Club Direct	2537	Prisoner Meals, Juice (7), Hot Pocket (8)	192.70
Total 630 - Support Services					4,134.97

Total 60 - Police Department	13,237.44
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Fire Department						
Division: 100 - Administration						
194	6015	Communication Services	1552 Verizon Wireless	9890577055	Communication Service 09/14-10/13/2021	298.52
195	6310	R&M Vehicles	1036 Des Plaines Car Wash	August 2021 Fire	1 Car Wash 08/20/21	6.00
196	7000	Office Supplies	1644 Warehouse Direct Inc	5081495-0	2 Packs Bic Pens	31.10
Total 100 - Administration						335.62

Division: 710 - Emergency Services						
197	6015	Communication Services	1552 Verizon Wireless	9890577055	Communication Service 09/14-10/13/2021	799.02
198	6015	Communication Services	1552 Verizon Wireless	9890577055	Communication Service 09/14-10/13/2021	756.25
199	6035	Dispatch Services	5067 Regional Emergency Dispatch Center	164-21-11	R-141-13 Monthly Dispatch Service - November 2021	61,872.00
200	6305	R&M Equipment	2054 Breathing Air Systems	INV-IL55-270	Semi Annual Compressor Preventative Maintenance 10/19/21- Sta. 63	702.25
201	6305	R&M Equipment	2054 Breathing Air Systems	INV-IL55-273	Semi Annual Compressor Preventative Maintenance 10/19/21- Sta. 61	669.50
202	7025	Supplies - Custodial	8019 Ferguson Facilities	0359843-1	1 Case Scotch-Brite Scrub Sponges	69.00
203	7025	Supplies - Custodial	8019 Ferguson Facilities	0359843-2	Butyl Cleaner	70.87
204	7200	Other Supplies	7261 FireCraft Safety Products LLC	21-4182	Hydrogen Cyanide for Meters	577.66
205	7200	Other Supplies	1571 Welding Industrial Supply	R02774170	18 Cylinders, Balloon Filler - September 2021	190.21
206	7320	Equipment < \$5,000	1080 Air One Equipment Inc	173558	20 Washers, 4 Retainer Kits, 3 GI Facepieces	1,039.88
207	7320	Equipment < \$5,000	1080 Air One Equipment Inc	173718	2 Leak Patch Kits	151.00
208	7320	Equipment < \$5,000	1148 WS Darley & Co	17447573	3 Black Helmets - Division Chief, Battalion Chief, Lieutenant	1,120.51
209	7320	Equipment < \$5,000	2843 Vision Marketing Passport System Ltd	1895	15 Leather Passport Shields	734.45
210	7320	Equipment < \$5,000	2843 Vision Marketing Passport System Ltd	1897	64 Leather Inserts for Helmet Shields	1,322.75
211	7320	Equipment < \$5,000	1552 Verizon Wireless	9890577055	Communication Service 09/14-10/13/2021	422.45
212	7320	Equipment < \$5,000	3617 Knox Company	INV-KA-28076	2 Fire Apparatus Key Boxes, 2 Locks, 2 Brackets, License Fee	3,010.00
Total 710 - Emergency Services						73,507.80

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
Division: 720 - Fire Prevention						
213	6015	Communication Services	1552 Verizon Wireless	9890577055	Communication Service 09/14-10/13/2021	113.13
214	7320	Equipment < \$5,000	1057 Menard Incorporated	88065	12 Smoke Alarms, 4 Ice Brushes, 6 Totes, Etc.-Public Education	290.43
Total 720 - Fire Prevention						403.56

Division: 730 - Emergency Management Agency						
215	6015	Communication Services	1936 DTN LLC	6024626	2021 Weather Billing and Support for EMA - 11/08/21-12/07/21	379.00
216	6015	Communication Services	1552 Verizon Wireless	9890577055	Communication Service 09/14-10/13/2021	42.36
217	6305	R&M Equipment	1745 Suburban Accents Inc	31302	Installation of Fire EMA Lettering on EMA Vehicle - 10/06/21	375.00
Total 730 - Emergency Management Agency						796.36

Total 70 - Fire Department					75,043.34
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Department: 75 - Fire & Police Commission						
218	5340	Pre-Employment Testing	5213 Shaughnessy, Kevin W	10/22/2021	Polygraph Testing Services 10/03-10/22/2021	3,450.00
219	5340	Pre-Employment Testing	1483 Personnel Evaluation Inc	41705	Pre-Employment Physical 09/01/21-09/30/21	340.00
Total 75 - Fire & Police Commission						3,790.00

Department: 90 - Overhead						
220	6015	Communication Services	1027 Call One	454178	Communication Service 10/15-11/14/2021	40,515.59
Total 90 - Overhead						40,515.59

Total 100 - General Fund					322,665.20
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Fund: 201 - TIF #1 Downtown Fund						
221	6005	Legal Fees	8133 Elrod Friedman LLP	5787	9-21 Non-Retainer Matters	2,062.50
222	6315	R&M Buildings & Structures	1135 Colley Elevator Co	217599-P2	Dumbwaiter Project - Theater - 10/14/2021, R-119-20	6,243.00
223	8100	Improvements	8070 Walsh Construction Company II LLC	CivicDeck-P20	Civic Deck Application #20 - 09/01-09/30/2021, R-204-19	334,836.00
Total 201 - TIF #1 Downtown Fund						343,141.50

Fund: 208 - TIF #8 Oakton						
224	6005	Legal Fees	8133 Elrod Friedman LLP	5789	9-21 Non-Retainer Matters	3,134.50
Total 208 - TIF #8 Oakton						3,134.50

Fund: 230 - Motor Fuel Tax Fund						
225	6000	Professional Services	7355 Soil & Material Consultants Inc	46859	2021 CIP Contract A-Geotechnical Svcs 09/16/2021 & 09/20/2021	875.00
226	6000	Professional Services	7355 Soil & Material Consultants Inc	46872	2020 CIP Contract A-Concrete Cylinders Testing 09/30/2021	30.00
227	6330	R&M Traffic Signals	2032 Mount Prospect, Village of	2021-00550004	Traffic Signal Maint - Wolf & Feehanville 07/01-09/30/2021	149.25

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
228	7140	Electricity	1033 ComEd	0193753007-10/21	Electricity Service 09/08-10/07/2021	80.30
229	7140	Electricity	1033 ComEd	0237106099-10/21	Electricity Service 09/02-10/04/2021	405.47
230	7140	Electricity	1033 ComEd	0392121005-10/21	Electricity Service 09/02-10/04/2021	202.35
231	7140	Electricity	1033 ComEd	0445091056-10/21	Electricity Service 09/02-10/04/2021	451.90
232	7140	Electricity	1033 ComEd	0725000037-10/21	Electricity Service 09/03-10/05/2021	45.00
233	7140	Electricity	1033 ComEd	1273119011-10/21	Electricity Service 09/03-10/05/2021	3,663.23
234	7140	Electricity	1033 ComEd	1521117181-10/21	Electricity Service 09/02-10/04/2021	317.50
235	7140	Electricity	1033 ComEd	2493112068-10/21	Electricity Service 09/02-10/04/2021	41.87
236	7140	Electricity	1033 ComEd	2607132134-10/21	Electricity Service 09/01-10/01/2021	323.29
237	7140	Electricity	1033 ComEd	2644104014-10/21	Electricity Service 09/07-10/01/2021	245.78
238	7140	Electricity	1033 ComEd	2901166089-10/21	Electricity Service 09/02-10/04/2021	695.86
239	7140	Electricity	1033 ComEd	2943015087-0921D	Electricity Service 08/19-09/20/2021	15,043.06
240	7140	Electricity	1033 ComEd	2943015087-10/21	Electricity Service 09/20-10/19/2021	15,712.46
241	7140	Electricity	1033 ComEd	2943015087-1021A	Electricity Service 09/20-10/19/2021	15,698.80
242	7140	Electricity	1033 ComEd	3471079047-10/21	Electricity Service 09/02-10/04/2021	49.10
243	7140	Electricity	1033 ComEd	6045062008-10/21	Electricity Service 09/02-10/04/2021	141.09
Total 230 - Motor Fuel Tax Fund						54,171.31

Fund: 240 - CDBG Fund						
244	6570	Subsidy - Residential Rehab	1264 North West Housing Partnership	HRP-69	Home Repair Program Delivery - HRP-69-B-19-MC-17 6/1/20-7/29/21	350.00
245	6570	Subsidy - Residential Rehab	1264 North West Housing Partnership	HRP0-70	Home Repair Program HRP-70 B-20-MC-17-009- 01/12/2020-07/28/2021	1,106.41
246	6570	Subsidy - Residential Rehab	1264 North West Housing Partnership	MRP-07	Minor Home Repair Program Delivery-MRP-07-B-20-09/09/2021	532.71
247	6570	Subsidy - Residential Rehab	8499 SMB Contracting Inc	MRP-07	Minor Home Repair Program Delivery-MRP-07-B-20-MC-17-09/09/2021	4,250.00
Total 240 - CDBG Fund						6,239.12

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 250 - Grant Projects Fund					
Program: 2520 - Capital Grants					
248	6005	Legal Fees	1733 Burke Burns & Pinelli Ltd	29001-OLN0006 Legal Fees-Lee & Forest TL 1387 Lee St 08/01-08/31/2021	610.38
249	6005	Legal Fees	8133 Elrod Friedman LLP	5775 9-21 Non-Retainer IEMA & FEMA Review Phase 5	264.00
250	6005	Legal Fees	8133 Elrod Friedman LLP	5776 9-21 Non-Retainer IEMA & FEMA Review Phase 4	66.00
Total 2520 - Capital Grants					940.38

Total 250 - Grant Projects Fund	940.38
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Fund: 260 - Asset Seizure Fund					
Program: 2610 - Customs					
251	7300	Uniforms	1489 JG Uniforms Inc	85411 Uniforms- Ballistic Vest Covers - Officer	190.00
Total 2610 - Customs					190.00

Program: 2620 - DEA					
252	5325	Training	3713 Niznik, Richard	Reimb 9/28-10/1 Meals for Training Event 9/28-10/1/2021 IL Crisis Neg Conference	82.80
253	5325	Training	7278 Muchow, Matthew	Reimb 9/28-10/1 Meals for Training Event 9/28-10/1/2021 IL Crisis Neg Conference	82.80
254	5325	Training	3714 Badofsky, Paul	Reimb 9/28-10/1 Meals for Training Event 9/28-10/1/2021 IL Crisis Neg Conference	82.80
255	5325	Training	3712 Anderson, Alyce	Reimb 9/28-10/1 Meals for Training Event 9/28-10/1/2021 IL Crisis Neg Conference	82.80
256	5325	Training	8497 Banda, Adam	Reimb 9/28-10/1 Meals for Training Event 9/28-10/1/2021 IL Crisis Neg Conference	82.80
257	5325	Training	8493 Hanson, Robert	Reimb 9/28-10/1 Meals for Training Event 9/28-10/1/2021 IL Crisis Neg Conference	82.80
258	5325	Training	8494 Garcia, Jessica	Reimb 9/28-10/1 Meals for Training Event 9/28-10/1/2021 IL Crisis Neg Conference	82.80
259	5325	Training	8496 Doig, Thomas	Reimb 9/28-10/1 Meals for Training Event 9/28-10/1/2021 IL Crisis Neg Conference	82.80
Total 2620 - DEA					662.40

Total 260 - Asset Seizure Fund	852.40
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Fund: 400 - Capital Projects Fund					
260	6000	Professional Services	7564 Terra Consulting Group Ltd	0052895-IN Small Cell Review @ 694 Albany Lane 10/11/2021	100.00
261	6000	Professional Services	7564 Terra Consulting Group Ltd	0052896-IN Small Cell Review @ 595 State St 10/11/2021	100.00
262	6000	Professional Services	7564 Terra Consulting Group Ltd	0052897-IN Small Cell Review @ 196 N 8th Ave 10/11/2021	100.00

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
263	6000	Professional Services	7564 Terra Consulting Group Ltd	0052898-IN	Small Cell Review @ 380 Northwest Hwy 10/11/2021	100.00
264	6000	Professional Services	7564 Terra Consulting Group Ltd	0052899-IN	Small Cell Review @ 600 Rand Rd 10/11/2021	100.00
265	6000	Professional Services	1079 AECOM Technical Services Inc	2000549753	Engr Svcs-On-Call Pavement Mgmt Prgm-09/04-10/08/2021	1,099.95
266	6005	Legal Fees	8133 Elrod Friedman LLP	5803	9-21 Non-Retainer Litigation	337.50
267	6015	Communication Services	1552 Verizon Wireless	9890577055	Communication Service 09/14-10/13/2021	200.61
268	6300	R&M Software	7967 MasterGraphics.AEC LLC	009920	Autodesk Software Subscription & Support 10/18/2021-10/17/2022	9,510.00
Total 400 - Capital Projects Fund						11,648.06

Fund: 420 - IT Replacement Fund						
269	6140	Leases	5109 Konica Minolta Premier Finance	5017354429	Konica Minolta Lease 2021 11/21-12/20/2021	7,304.18
Total 420 - IT Replacement Fund						7,304.18

Fund: 430 - Facilities Replacement Fund						
270	6000	Professional Services	7661 FGM Architects Inc	21-3200.01-4	City Hall & PD Entry Addition - 08/28-10/01/2021, R-116-19	1,185.00
271	6000	Professional Services	7661 FGM Architects Inc	21-3200.02-4	PD Addition & Renovation - 08/28-10/01/2021, R-116-19	2,625.00
272	6000	Professional Services	7661 FGM Architects Inc	21-3201.01-4	Renovations - Fire Station #61 - 08/28-10/01/2021, R-116-19	1,425.00
273	6000	Professional Services	7661 FGM Architects Inc	21-3202.01-3	Conceptual Design Fire Station #64 - 08/28-10/01/2021, R-116-19	3,520.00
274	6195	Miscellaneous Contractual Services	7521 United Rentals (North America) Inc	197036138-001	Repair to Lift at Theatre 08/16/2021	244.99
275	6195	Miscellaneous Contractual Services	1067 Orange Crush	92293A	Restoration of 1430-1440 Miner Street Parking Lots 10/13/2021	19,154.00
276	6195	Miscellaneous Contractual Services	1067 Orange Crush	92293B	Street Patch Graceland & Jefferson 10/13/2021	2,482.00
277	6315	R&M Buildings & Structures	8345 Northern Glass Inc	21-0055-04	Soffit & Fascia Installation - 1486 Miner - 10/21/2021	7,257.00
278	6315	R&M Buildings & Structures	8099 Hillstone Structural Services Inc	21-008-003	Balcony Railing Modifications - Theater - 10/15/2021	7,157.00
279	6315	R&M Buildings & Structures	1135 Colley Elevator Co	214950	Elevator Access for Theatre 07/31/2021	1,020.00
280	6315	R&M Buildings & Structures	1018 Anderson Lock Company LTD	7095241	Civic Deck Trim Installs 10/21/2021	1,816.40
281	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	1451973	Theater Floor Supplies	56.74
282	7045	Supplies - Building R&M	2028 Northwest Electrical Supply	17511079	Aisle Light Parts for the Theater	47.07
283	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	5451942	Sealant & Foam for the Front of the Theater	84.76
284	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	6451935	Razor Blades, Water Stop, Dusting Brushes - Theater	72.83

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
285	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	7452014	Supplies to Fix Floor in Ticket Booth at the Theater	14.85
286	7045	Supplies - Building R&M	1057 Menard Incorporated	87684	Cement, Water Stop, Sealant Theater North Basement	48.09
287	7045	Supplies - Building R&M	1057 Menard Incorporated	87690	Mortar Supplies for the Theater	34.91
288	7045	Supplies - Building R&M	1057 Menard Incorporated	87704	Supplies to Clean Stage Face at the Theater	12.46
289	7045	Supplies - Building R&M	1057 Menard Incorporated	87750	Adhesive Remover for Theatre	14.36
290	7045	Supplies - Building R&M	1057 Menard Incorporated	87772	Door Stops for Bathrooms at the Theater	34.86
291	7045	Supplies - Building R&M	1057 Menard Incorporated	88111	Putty Knives, Cement Patch, Crack Sealer - Theater	47.68
292	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	C045165	Return Door Pulls from Theatre	(80.50)
293	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/053388	Electric Supplies for 120/208 3ph Outlet on Stage - Theater	351.52
Total 430 - Facilities Replacement Fund						48,626.02

Fund: 500 - Water/Sewer Fund						
Non Departmental						
Division: 000 - Non Divisional						
294	4601	New Construction - Sale of Water	8502 John James Inc	Refund 10/25/21	Hydrant Meter Usage Refund 10/25/2021	(213.33)
Total 000 - Non Divisional						(213.33)

Division: 550 - Water Systems						
295	6015	Communication Services	1027 Call One	454178	Communication Service 10/15-11/14/2021	1,800.65
296	6015	Communication Services	1552 Verizon Wireless	9890577055	Communication Service 09/14-10/13/2021	672.98
297	6040	Waste Hauling & Debris Removal	7691 Builders Asphalt LLC	89490	3.00 Loads Concrete Disposal - 10/25/2021	150.00
298	6195	Miscellaneous Contractual Services	6992 Core & Main LP	P800687	Water Meter Purchases/Installs - 09/27-10/03/2021, R-9-21	6,535.00
299	6195	Miscellaneous Contractual Services	6992 Core & Main LP	P800880	Water Meter Purchases/Installs - 09/20-09/26/2021, R-9-21	9,131.00
300	6195	Miscellaneous Contractual Services	5635 Weber Group Management Inc	WG21-373	Asbestos Removal 2555 Maple 10/27/2021	1,750.00
301	6315	R&M Buildings & Structures	8471 Dura Bilt Fence Company II Inc	13325	Replacement Gate - Oakton Water Tank - 10/21/2021	4,425.00
302	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	87808	Saw Blades	71.97
303	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	9451998	2 Impact Wrenches - Water Department	398.00
304	7035	Supplies - Equipment R&M	8244 Des Plaines Ace Hardware	1327	2 Pks D Batteries	28.78
305	7035	Supplies - Equipment R&M	8244 Des Plaines Ace Hardware	1334	AA Batteries	13.49

City of Des Plaines

Warrant Register 11/15/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
306	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	510657P	Track Bar - PW 9054	164.00
307	7045	Supplies - Building R&M	1057 Menard Incorporated	88050	Light Bulbs - Maple St Pump Station	75.94
308	7045	Supplies - Building R&M	1057 Menard Incorporated	88053A	5 Hex Caps - Holy Family Tower	20.95
309	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10417894	1.50 Cu Yds Top Soil - Parkway Repairs - 10/20/2021	44.48
310	7070	Supplies - Water System Maintenance	1018 Anderson Lock Company LTD	1077753	5 Keys Cut - Scada Box	22.05
311	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	255565-000	Saddle, Couplings, Repair Sleeves, & Fittings	789.51
312	7070	Supplies - Water System Maintenance	1072 Prairie Material	890233832	1.0 Cu Yd Concrete - Sidewalk - 10/05/2021	123.25
313	7070	Supplies - Water System Maintenance	1072 Prairie Material	890257150	1.75 Cu Yds Concrete - Sidewalk Repair - 10/20/2021	215.69
314	7120	Gasoline	8331 Avalon Petroleum Company Inc	572220	5,000 Gals Unleaded Gasoline - 10/07/2021, R-163-20	1,562.30
315	7130	Diesel	8331 Avalon Petroleum Company Inc	029226	2,000 Gals Bio Diesel Fuel - 10/07/2021, R-163-20	317.50
316	7140	Electricity	1033 ComEd	0718079040-10/21	Electricity Service 09/02-10/04/2021	52.63
317	7140	Electricity	1033 ComEd	1602149012-10/21	Electricity Service 09/01-10/01/2021	70.33
318	7140	Electricity	1033 ComEd	2382141015-10/21	Electricity Service 09/02-10/04/2021	24.46
319	7140	Electricity	1033 ComEd	2902009038-09/21	Electricity Service 08/31-09/30/2021	94.22
320	7140	Electricity	1033 ComEd	3526170000-09/21	Electricity Service 08/31-09/30/2021	33.89
321	7140	Electricity	1033 ComEd	4436122006-10/21	Electricity Service 09/13-10/12/2021	7,243.15
322	7140	Electricity	1033 ComEd	5646761001-0921A	Electricity Service 08/31-09/30/2021	25.05
323	7140	Electricity	1033 ComEd	6152054027-10/21	Electricity Service 09/01-10/01/2021	5,697.69
324	7320	Equipment < \$5,000	1552 Verizon Wireless	9890577055	Communication Service 09/14-10/13/2021	29.98
325	8015	Equipment	5068 IT Savvy LLC	01301966	6 Air Fiber Dishes	16,447.38
Total 550 - Water Systems						58,031.32

Division: 560 - Sewer Systems						
326	6015	Communication Services	1027 Call One	454178	Communication Service 10/15-11/14/2021	(597.87)
327	6015	Communication Services	1552 Verizon Wireless	9890577055	Communication Service 09/14-10/13/2021	5.19
328	6015	Communication Services	1552 Verizon Wireless	9890577055	Communication Service 09/14-10/13/2021	311.42
329	7020	Supplies - Safety	2053 USA Bluebook	749954	10 Pairs Insulated Gloves	181.30

City of Des Plaines

Warrant Register 11/15/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
330	7035	Supplies - Equipment R&M	8244 Des Plaines Ace Hardware	1351	Bar Chain	20.66
331	7050	Supplies - Streetscape	1437 Des Plaines Material & Supply LLC	455677	2.0 Cu Yds Top Soil - Restorations - 10/20/2021	68.64
332	7075	Supplies - Sewer System Maintenance	1255 Neenah Foundry Company	428056	Sewer Grates, Lids, & Adjusting Rings	2,372.00
333	7075	Supplies - Sewer System Maintenance	1072 Prairie Material	890233833	1.25 Cu Yds Concrete - 543 Vassar - 10/05/2021	154.06
334	7120	Gasoline	8331 Avalon Petroleum Company Inc	572220	5,000 Gals Unleaded Gasoline - 10/07/2021, R-163-20	995.99
335	7130	Diesel	8331 Avalon Petroleum Company Inc	029226	2,000 Gals Bio Diesel Fuel - 10/07/2021, R-163-20	1,052.13
336	7140	Electricity	1033 ComEd	0096017042-10/21	Electricity Service 09/07-10/04/2021	544.72
337	7140	Electricity	1033 ComEd	0575134020-0921A	Electricity Service 08/31-09/30/2021	66.12
338	7140	Electricity	1033 ComEd	0640144010-10/21	Electricity Service 09/02-10/04/2021	35.27
339	7140	Electricity	1033 ComEd	0762050019-10/21	Electricity Service 09/03-10/05/2021	21.58
340	7140	Electricity	1033 ComEd	2038128006-09/21	Electricity Service 08/31-09/30/2021	47.26
341	7140	Electricity	1033 ComEd	2148094073-10/21	Electricity Service 09/03-10/05/2021	78.07
342	7140	Electricity	1033 ComEd	3240002012-10/21	Electricity Service 09/23-10/22/2021	139.51
343	7140	Electricity	1033 ComEd	3461136053-10/21	Electricity Service 09/01-10/01/2021	30.09
344	7140	Electricity	1033 ComEd	3526009006-10/21	Electricity Service 09/02-10/04/2021	72.56
345	7140	Electricity	1033 ComEd	3657136067-10/21	Electricity Service 09/02-10/04/2021	79.21
346	7140	Electricity	1033 ComEd	4995025051-10/21	Electricity Service 09/01-10/01/2021	27.31
347	7140	Electricity	1033 ComEd	5060090016-10/21	Electricity Service 09/03-10/05/2021	81.10
348	7140	Electricity	1033 ComEd	5814097012-10/21	Electricity Service 09/02-10/04/2021	26.51
349	7140	Electricity	1033 ComEd	6331089024-09/21	Electricity Service 08/31-09/30/2021	107.59
350	7200	Other Supplies	2053 USA Bluebook	748547	6 Cans Multi-Purpose Wipes	118.78
Total 560 - Sewer Systems						6,039.20

Division: 580 - CIP - Water/Sewer						
351	6000	Professional Services	2506 Trotter & Associates Inc	19010	TO#11 Water Sys Trans Improve Design - 08/30-10/03/2021, R-65-21	13,353.28
352	6000	Professional Services	2506 Trotter & Associates Inc	19011	TO#13 Construct Phase Svcs - Maple - 08/30-10/03/2021, R-145-21	572.00

City of Des Plaines

Warrant Register 11/15/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
353	8100	Improvements	6992 Core & Main LP	P431243	Cla-val Purchase - Maple St Pump Station - 10/13/2021, R-124-21	23,515.00
Total 580 - CIP - Water/Sewer						37,440.28

Total 00 - Non Departmental	101,297.47
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Department: 30 - Finance						
354	6005	Legal Fees	8133 Elrod Friedman LLP	5787	9-21 Non-Retainer Matters	561.00
355	6015	Communication Services	1552 Verizon Wireless	9890577055	Communication Service 09/14-10/13/2021	63.54
356	6110	Printing Services	1106 Chromatech Printing Inc	9082/26128	5K Pink Disconnection Notice Envelopes 10/19/2021	796.00
Total 30 - Finance						1,420.54

Total 500 - Water/Sewer Fund	102,718.01
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Fund: 510 - City Owned Parking Fund						
357	6015	Communication Services	1027 Call One	454178	Communication Service 10/15-11/14/2021	352.12
358	6015	Communication Services	1027 Call One	454178	Communication Service 10/15-11/14/2021	1,209.78
359	6305	R&M Equipment	1728 Total Parking Solutions Inc	105508	Paybox Service Call 10/22/2021	400.00
360	6320	R&M Parking Lots	8463 Imperial Interiors	6299-4867	Library Parking Deck Elevator Wall Panel Upgrades 10/14-10/15/21	14,650.00
361	7060	Supplies - Parking Lots	1057 Menard Incorporated	88112	Supplies for Door Repair at Library Parking Deck	39.53
362	7060	Supplies - Parking Lots	2313 City Electric Supply Company (CES)	DEP/053362	Electric Supplies to Six Pay Box at Ellinwood and Person	169.79
363	7140	Electricity	1033 ComEd	0354464001-10/21	Electricity Service 09/02-10/04/2021	1,736.53
364	7140	Electricity	1033 ComEd	2239082030-10/21	Electricity Service 09/02-10/04/2021	976.88
365	7140	Electricity	1033 ComEd	4722388001-10/21	Electricity Service 09/02-10/04/2021	19.94
366	7140	Electricity	1033 ComEd	4791127023-10/21	Electricity Service 09/02-10/04/2021	1,391.29
367	7140	Electricity	1033 ComEd	5310303000-10/21	Electricity Service 09/02-10/04/2021	232.54
Total 510 - City Owned Parking Fund						21,178.40

Fund: 520 - Metra Leased Parking Fund						
368	7140	Electricity	1033 ComEd	5222730006-09/21	Electricity Service 08/31-09/30/2021	90.14
Total 520 - Metra Leased Parking Fund						90.14

Fund: 600 - Risk Management Fund						
369	5570	Self Insured P&L Expense	1089 Autokrafter of Des Plaines	1467	Accident Repairs - Police 6102 - 08/13/2021	7,487.66
370	6005	Legal Fees	8133 Elrod Friedman LLP	5796	9-21 Non-Retainer PSEBA Proceedings	4,237.50

City of Des Plaines

Warrant Register 11/15/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
371	6005	Legal Fees	8133 Elrod Friedman LLP	5796A	9-21 Reimb Non-Retainer Matters	19.92
372	6005	Legal Fees	8133 Elrod Friedman LLP	5797	9-21 Non-Retainer PSEBA Proceedings	57.00
Total 600 - Risk Management Fund						11,802.08

Fund: 700 - Escrow Fund						
373	2229	Event - Holiday Lighting	4631 Sparkles Entertainment Incorporated	12/03/2021	Entertainment for 12/03/2021 Holiday Lighting Ceremony - Santa	600.00
374	2464	Hydrant Deposits	8502 John James Inc	Refund 10/25/21	Hydrant Meter Usage Refund 10/25/2021	1,100.00
375	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	186481	Public Notice for 10/26/21 PZB Meeting - Published 10/6/21	99.54
376	2493	Escrow - CED Development	8133 Elrod Friedman LLP	5778	9-21 Reimb Redevelopment	137.50
377	2493	Escrow - CED Development	8133 Elrod Friedman LLP	5782	9-21 Reimb Redevelopment	80.00
378	2493	Escrow - CED Development	8133 Elrod Friedman LLP	5783	9-21 Reimb Redevelopment	1,040.00
379	2493	Escrow - CED Development	8133 Elrod Friedman LLP	5784	9-21 Reimb Redevelopment	112.50
380	2493	Escrow - CED Development	8133 Elrod Friedman LLP	5788	9-21 Reimb Redevelopment	742.50
Total 700 - Escrow Fund						3,912.04

Grand Total	938,423.32
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City of Des Plaines

Warrant Register 11/15/2021

Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund					
381	4160	Real Estate Transfer Tax	8503 Gardi & Haught Ltd	Refund 10/28/21 Refund Overpymt of Real Estate Transfer Tax-1558 Van Buren Ave	50.00
Total 100 - General Fund					50.00
Public Works & Engineering					
Division: 535 - Facilities & Grounds Maintenance					
382	6315	R&M Buildings & Structures	8489 Orozco, Jose L	01550 Repair Concrete Landing @ Fire Sta #62 - 10/13/2021	1,500.00
383	7110	Natural Gas	1064 Nicor	10/14/21 x600008 Natural Gas Service 09/15-10/13/2021	48.74
Total 535 - Facilities & Grounds Maintenance					1,548.74
Total 50 - Public Works & Engineering					1,548.74
Police Department					
Division: 610 - Uniformed Patrol					
384	6015	Communication Services	1032 Comcast	10/18/21 x6724 Internet/Cable Service Nov 2021	104.60
Total 610 - Uniformed Patrol					104.60
Total 60 - Police Department					104.60
Fire Department					
Division: 730 - Emergency Management Agency					
385	6015	Communication Services	1032 Comcast	10-22-21 x6716 Internet/Cable Service for Nov 2021	62.76
Total 730 - Emergency Management Agency					62.76
Total 70 - Fire Department					62.76
Department: 90 - Overhead					
386	6015	Communication Services	1032 Comcast	10-20-21 x6732 Internet/Cable Service for Nov 2021	62.76
387	6015	Communication Services	1533 Wide Open West LLC	11526044Nov2021A Internet/Cable Service x6044 10/21-11/20/2021	661.37
388	6015	Communication Services	1533 Wide Open West LLC	11526044Nov2021B Internet/Cable Service x1245 10/21-11/20/2021	1,912.71
389	6015	Communication Services	1533 Wide Open West LLC	11526044Nov2021C Internet/Cable Service x1246 10/21-11/20/2021	1,120.00
390	6015	Communication Services	1533 Wide Open West LLC	11526044Nov2021E Internet/Cable Service x5988 10/21-11/20/2021	127.90
391	6015	Communication Services	1032 Comcast	132672883-8482 Internet/Cable Service 10/15-11/14/2021	1,575.00
Total 90 - Overhead					5,459.74
Total 100 - General Fund					7,225.84

City of Des Plaines

Warrant Register 11/15/2021

Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 230 - Motor Fuel Tax Fund					
392	7140	Electricity	1033 ComEd	2943015087.09/21 1 Electricity Service 07/21-08/19/2021 Replaces Ck 143678	14,761.28
393	7140	Electricity	1033 ComEd	2943015087.0921 C Electricity Serv 5/20-6/21/21 Bill Canceled-Replaces Ck 143678	(14,601.38)
Total 230 - Motor Fuel Tax Fund					159.90
Fund: 250 - Grant Projects Fund					
Program: 2520 - Capital Grants					
394	6005	Legal Fees	1733 Burke Burns & Pinelli Ltd	28708-OLN0006-A Legal Fee-Lee & Forest TL 1387 Lee St 5/12/21-Replaces Ck 143069	200.00
Total 2520 - Capital Grants					200.00
Total 250 - Grant Projects Fund					200.00
Fund: 400 - Capital Projects Fund					
395	8100	Improvements	8498 Perry Place Condo Association	Reimb Sprinklers Reimb for Sprinklers Damaged by City Work-Repaired 09/15/2021	353.95
Total 400 - Capital Projects Fund					353.95
Fund: 500 - Water/Sewer Fund					
Division: 550 - Water Systems					
396	6015	Communication Services	1533 Wide Open West LLC	11526044Nov202 1D Internet/Cable Service x0573 10/21- 11/20/2021	320.00
Total 550 - Water Systems					320.00
Total 500 - Water/Sewer Fund					320.00
Grand Total					8,259.69

City of Des Plaines

Warrant Register 11/15/2021

Summary

	<u>Amount</u>	<u>Transfer Date</u>
Automated Accounts Payable	\$ 938,423.32 **	11/15/2021
Manual Checks	\$ 8,259.69 **	10/29/2021
Payroll	\$ 1,271,821.28	11/5/2021
RHS Payout		
Electronic Transfer Activity:		
JPMorgan Chase Credit Card	\$ -	
Chicago Water Bill ACH	\$ -	
Postage Meter Direct Debits	\$ -	
Utility Billing Refunds	\$ 2,273.23	10/28/2021
Debt Interest Payment	\$ -	
FEMA Buyout	\$ -	
Property Purchase	\$ -	
IMRF Payments	\$ 134,279.10	10/7/2021
Employee Medical Trust	\$ 733,245.45	11/1/2021
Total Cash Disbursements:	<u>\$ 3,088,302.07</u>	

* Multiple transfers processed on and/or before date shown

** See attached report

Adopted by the City Council of Des Plaines

This Fifteenth Day of November 2021

Ayes _____ Nays _____ Absent _____

Jessica M. Mastalski, City Clerk

Andrew Goczkowski, Mayor



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: November 4, 2021

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

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

Subject: Class 6b – TMI Properties, LLC at 25 Howard Avenue (5th Ward)

Issue: Applicant TMI Properties, LLC (TMI) is the contract purchaser of 25 Howard Avenue from seller TMG Real Estate Holdings, LLC. The applicant is requesting a resolution supporting a Cook County Class 6b Property Tax Incentive (6b), which is designed to encourage industrial investment by reducing the assessment level of eligible properties for 12 years, with possible renewal for an additional 12 years if supported by the City and approved by Cook County at that time. This application is based on the eligibility criterion of substantial re-occupancy of “abandoned” property. In general, “abandoned” means unused for at least 24 continuous months; however, the City may find that a “special circumstance” exists whereby abandonment does not require a 24-month period of full inactivity. The applicant seeks a special-circumstance determination because the previous occupant, Montana Metals, has been winding down operations since September 2021, when it auctioned off all assets at the subject property. A notarized vacancy affidavit, attached to the approving resolution, attests to complete vacancy of the property by November 15, 2021.

Analysis: The subject property consists of an approximately 97,567-square-foot industrial building on a 3.74-acre site. As the new owner, TMI plans to lease the property to two tenants, both currently in Elk Grove Village: Jack Lewin Associates, Inc. (JLA) and Filtering Services, Inc. (FSI). JLA will use their portion of the property for warehousing and distribution. Their business involves container unloading/freight forwarding, e-commerce fulfillments, retail distribution, warehousing, display-building, and the attendant transportation and logistics operations. FSI is a distributor of commercial and industrial filtration products and services, such as HVAC, compressed air, and oil/gas filtration. They also provide change-out services (i.e. changing filters) for industrial and commercial facilities, contractors, hospitals, and public buildings.

TMI pledges a qualifying-improvement total cost of \$564,908 over the life of the incentive. Pledged improvements include \$144,908 in recent interior office renovation (2020), \$300,000 on façade work (new panels), \$50,000 toward LED warehouse and exterior lighting, \$40,000 on painting, and \$30,000 on dock and exterior doors. The total pledged improvements amount to only \$5.79 per square foot, less than the \$10 required by the City. However, the City Council may grant a waiver, considering the notable investment in the property in 2018 and 2019 – before the life of the proposed incentive – that included a new parking lot and substantial façade work (total of more than \$330,000). Further, the proposed tenants will collectively bring 60 full-time jobs initially to Des Plaines, with an additional 12 pledged over the next five years. The attached resolution conditions the City’s support and consent on priority in future hiring being given to Des Plaines residents. Consider that closing of former tenant Montana Metals was a loss of an estimated 57 jobs.

The attached application contains a sheet called “12-Year Tax Estimates,” which highlights scenarios assuming a proposed \$6,525,000 purchase price and a new fair market value (i.e. new assessment from Cook County) based on already completed improvements and the pledged improvements. The applicant asserts that Scenario No. 3. is not feasible because the sale of and future investments in the property, occupancy by the proposed tenants, and jobs to be created rely on the 6b. Nonetheless, Scenario No. 3 is provided so the Council may understand the value of the annual incentive (Scenario No. 3 – Scenario No. 2).

The applicant projects that Scenario No. 2, which reflects 6b approval and all of the pledged property investment, will result in \$2,628,113 in greater property tax revenue over the 12-year life of the incentive compared with Scenario No. 1, which assumes a vacant building and no additional improvements.

Summary of Tax Scenarios:

1. Estimated annual taxes for 10 years, as is (no improvements, no 6b, vacancy): \$33,247
2. Estimated annual taxes for 10 years with proposed improvements *with* a 6b: \$224,227
3. Estimated annual taxes for 10 years with proposed improvements *without* a 6b: \$560,561

City Council Action: If the Council believes a waiver of the \$10-per-square-foot rule is warranted and appropriate based on employment impacts and pledged improvements, it may approve Resolution R-187-21 supporting and consenting to a Class 6b Application at 25 Howard Avenue.

Attachments

Attachment 1: Class 6b Property Tax Incentive Application

Resolution R-187-21

Exhibit A: Legal Description

Exhibit B: Notarized Vacancy Affidavit

CITY OF DES PLAINES APPLICATION FOR
COOK COUNTY REAL ESTATE CLASSIFICATION 6B, 7A, AND 7B

This original, signed application and all supporting documents must be completed to be considered for City approval. Please attach the application fee to the original submittal. Please type or print.

APPLICANT INFORMATION:

NAME OF APPLICANT: TMI Properties LLC

APPLICABLE ENTITY:

Corporation ☐ LLC ☒ Partnership ☐ Non-Profit ☐

DATE OF INCORPORATION: January 12, 2016

STATE OF INCORPORATION: Illinois

PHONE: 630-276-8953 E-MAIL: tim@jlagroups.com

ADDRESS: 315 Dulles Rd
Des Plaines, Illinois 60016

NAME OF AGENT/REPRESENTATIVE (if applicable):

NAME: Timothy C. Michaely (President)

PHONE: 630-276-8953 E-MAIL: tim@jlagroups.com

ADDRESS: 315 Dulles Rd
Des Plaines, Illinois 60016

REQUESTED PROPERTY TAX INCENTIVE: 6B ☒ 7A ☐ 7B ☐

DESCRIPTION OF SUBJECT PROPERTY:

See enclosed

STREET ADDRESS: 25 E. Howard Avenue
Des Plaines, Illinois 60018

PERMANENT REAL ESTATE INDEX NUMBER(S): 09-30-300-057-0000 & Portion of 09-30-300-017-0000

ATTACH THE FOLLOWING:

- ☐ EXHIBIT A: COVER LETTER
- ☐ EXHIBIT B: LEGAL DESCRIPTION
- ☐ EXHIBIT C: SITE DIMENSION & SQUARE FOOTAGE/PLAT OF SURVEY
- ☐ EXHIBIT D: BUILDING DIMENSIONS/SITE PLAN
- ☐ EXHIBIT E: CITY OF DES PLAINES ECONOMIC DISCLOSURE FORM
- ☐ EXHIBIT F: COMPLETE LIST OF ALL OWNERS, DEVELOPERS, OCCUPANTS, AND OTHER INTERESTED PARTIES (INCLUDING ALL BENEFICIAL OWNER OF A CORPORATION AND/OR LAND TRUST) IDENTIFIED BY NAMES AND ADDRESSES HAVING AN INTEREST IN THE SUBJECT PROPERTY AND THE PROPOSED USER AND THE NATURE AND EXTENT OF THIS INTEREST
- ☐ EXHIBIT G: DESCRIPTION OF PRECISE NATURE AND EXTENT OF THE INDUSTRIAL USE OF THE SUBJECT PROPERTY. SPECIFY, WHERE APPLICABLE, THE AMOUNT/PERCENTAGE OF FLOOR AREA DEVOTED TO MANUFACTURING, WAREHOUSE/DISTRIBUTION, OTHER INDUSTRIAL, AND NON-INDUSTRIAL USES
- ☐ EXHIBIT H: ANALYSIS OF TAXES GENERATED BY THE NEW DEVELOPMENT WITH AND WITHOUT THE ABATEMENT INCENTIVE (12 YEAR PROJECTION)

CURRENT ZONING OF PROPERTY: M-2 General Manufacturing

IF ZONING AMENDMENTS, VARIATIONS, OR OTHER ZONING RELIEF WILL BE REQUIRED, SPECIFY PROPOSED CHANGES:

None

ESTIMATED AMOUNT OF NEW EQUALIZED ASSESSED VALUATION (EAV) GENERATED BY THE NEW DEVELOPMENT: \$2,238,651

ESTIMATED NUMBER OF FULL-TIME AND PART-TIME JOBS ON PREMISES AS RESULT OF THE NEW DEVELOPMENT:

FULL-TIME ⁷⁷⁻⁸²77-82 PART-TIME ³3

SIGNATURE:

Timothy C. Wreghally

DATE:

10/19/21



33 NORTH LASALLE STREET, 28TH FLOOR CHICAGO, ILLINOIS 60602
BRIAN P. LISTON (312) 580-1594 PETER TSANTILIS (312) 604-3808 FACSIMILE (312) 580-1592
October 20, 2021

VIA MAIL & EMAIL

John Carlisle
Economic Development Manager
City of Des Plaines
1420 Miner Street
Des Plaines, IL 60016

RE: Class 6b Application
TMI Properties, LLC, or its assignee
25 E. Howard Ave,
Des Plaines, IL 60018
PINs: 09-30-300-057-0000 & a portion of
09-30-300-017-0000

Dear John:

TMI Properties, LLC, or its assignee (the "Applicant") is the contract-purchaser of the above-referenced property (the "Subject Property"), and is requesting:

1. A Resolution from the City of Des Plaines supporting and consenting to a Class 6b Tax Incentive for the Subject Property based on Substantial Rehabilitation and Re-Occupation of Abandoned Property with a purchase for value, Special Circumstances & Substantial Rehabilitation. The Subject Property has been vacant and unused since Montana Metal Products left in October 1, 2021.

The Subject Property currently consists of an approximately 97,567 square foot industrial warehouse, situated on approximately 162,748 square feet of land which includes 105 car parking spaces. TMI Properties, LLC will lease the Subject Property to related entity, Jack Lewin Associates Inc. ('JLA'), and a third party, Filter Services Inc. ('FSI') in order to expand both businesses.

Background of the Proposed Occupants

Jack Lewin Associates Inc. is an established company founded in 1977 as an international art forwarder and U.S. customs brokerage firm. In the past eight (8) years, Jack Lewin Associates has provided full container unloading /freight forwarding, e-commerce fulfillments, retail distribution, warehousing, display building, kitting, Pick-N-Pack, EDI Integration, local and national transportation, and much more. JLA has well over 20 years of experience in warehousing, customs, transportation, and customer service. JLA provides a safe, clean, and secure facility staffed with experienced professionals who are trained to meet the specific service needs to their clients.

JLA has a wide network of carriers and brokers when servicing their customer needs. The company provides its U.S. Customs Clearance and Distribution of Vitamin supplements to known retailers such as Cardinal Health, Costco, CVS, Dollar Only, Giant Eagle, GNC, HEB, Hickory Farms, Kroger, Meijer, Target, Topco, Walmart, and Wrigley Corporation. Tim Michaely, CEO of Jack Lewin Associates Inc., has lived in Des Plaines his entire life and even met his wife while attending nearby Maine West High School. The family of six (6) currently reside in the City and would love to expand the business to Des Plaines where Tim Michaely was raised. JLA has continuously expanded its services to meet the needs of the growing retail industry, and intend on further expanding its business to the City should this 6(b) incentive be approved.

Along with occupying part of the building with a related entity, the Applicant intends to lease a portion of the facility to Filtering Services Inc. (or 'FSI'). FSI is a privately owned company that provides commercial and industrial filtration products and services. FSI is a master distributor of filtration related products, including HVAC, Dust and Liquid, Paint Booth, Compressed Air, and Oil/Gas Filtration. FSI also provides Commercial and Industrial Air Filter Change-Out Services – changing over 2200 filters per day at over 4000 accounts – including large and small industrial facilities, commercial facilities, contractors, chain accounts, hospitals, and public buildings.

For over 30 years, FSI has provided its services to the Chicago area to leading filtering manufactures. FSI provides services change-out services for over 4,000 accounts in the Greater Chicago area. The company's service area extends from Chicago: North to Milwaukee/Madison, South to Champaign/Decatur, West to the Quad Cities, and East to South Bend. Included is the Greater Chicago area, as well as La Port, Michigan City, Merrillville, Decatur, Champaign, Bloomington, Peoria, Joliet, De Kalb, Rockford, Moline, Kenosha, Racine, Janesville, Davenport, and Minneapolis. FSI intends on expanding their business to the City of Des Plaines should the 6b incentive be approved.

Subject Property Improvements and Job Creation

In the past two (2) years, the previous owner invested over **\$450,000** on the following improvements to the Subject Property.

- | | |
|----------------------------------|-----------|
| • Parking Lot Replacement/Rehab: | \$257,565 |
| • Exterior Work (Façade): | \$49,940 |
| • Office Renovation: | \$144,908 |
| • Break Room Renovation: | \$22,578 |

Unfortunately, the previous occupant was forced to close its business due to the COVID-19 pandemic. The Applicant is under process to purchase the property, and while still in the progress of receiving estimates, plans on spending an additional **\$420,000** to make further improvements and repairs to the Subject Property contingent on receiving the 6b. As part of these improvements, the Applicant plans to spend approximately:

- \$300,000 on metal panels for exterior Facade
- \$50,000 on LED warehouse and exterior lighting

- \$40,000 on Painting (interior and exterior)
- \$30,000 on Dock doors and Exterior doors

Upon completion, the previous owner and Applicant will have invested a total of over **\$895,000** in real property improvements to the Subject Property. As such, the current project will include just over \$9.00 PSF in improvements and will require a waiver from the City. The final investment will likely end up exceeding the \$10.00 PSF threshold, but the Applicant cannot make any guarantees at this time. Along with these improvements, JLA and FSI's presence will bring forth employment opportunities for the city of Des Plaines. JLA plans to transfer its current employees from Elk Grove Village to the Subject Property in the City. The Applicant initially expects full time employment number around 60 full time employees and 3 part time employees. Within the first five (5) years, the Applicant expects to hire about 7-12 additional employees. Per the enclosed employee economic impact chart, an estimated 72 full time employees would produce approximately \$305,100 in annual City revenue.

Real Estate Tax and Economic Analysis

After the purchase and 2022 reassessment of the property, including both the recent & upcoming improvements, the Subject Property is projected to have a market value of approximately **\$7,419,991**, which would generate an estimated **\$3,027,071** in total taxes over the life of the Class 6b Tax Incentive (approximately **\$224,227** per year). Without the incentive and at full vacancy, the Subject Property would generate a total of only **\$398,959** in total taxes (approximately **\$32,427** per year) over the life of the incentive. Therefore, should the Class 6b Tax Incentive be approved, the Subject Property would generate an additional **\$2,628,113** in real estate taxes over the life of the Class 6b Tax Incentive. Please see the attached "12 Year Tax Comparison Chart" for more details. The Applicant also expects the Occupants to generate approximately \$2,000,000 in taxable sales, of which the City will receive a portion.

In addition to increased property tax revenues, both of the Occupant's presence will significantly benefit the local community. The Applicant expects both company's employees to frequent City restaurants, gas stations, stores and more. JLA and FSI also expects their presence will attract both new and returning clients who will also frequent nearby establishments. As indicated above, an estimated 72 full time individuals are estimated to spend approximately **\$305,100** per year in the City on gas, entertainment, groceries, etc. Over the life of the incentive, the reoccupation and renovation of the Subject Property will result in over **\$6,000,000** in additional revenue than if the facility sat vacant and unused.

"But-For" Condition Statement

Without the assistance from the Class 6b Tax Incentive, the Applicant will not purchase the Subject Property. The Applicant has determined that without the incentive, the heavy Cook County property tax burden will not make the project feasible, and will force it to move the project to a neighboring county or state. In the event that the Applicant does not purchase the Subject Property, it will remain vacant and unused, thereby lowering its total taxes.

Conclusion

Based on the foregoing, the Applicant requests that the City of Des Plaines review its Class 6b Tax Incentive request and approve a Resolution supporting and consenting to a Class 6b Tax Incentive for the Subject Property based on Occupation of Abandoned Property with a Purchase for Value, Special Circumstances and Substantial Rehabilitation. Should you need any additional documentation or have any questions or concerns, do not hesitate to contact me at (312) 604-3898 or via email at mrogers@ltlawchicago.com.

Sincerely,



Mark Rogers

Industrial Use

25 E. Howard Ave,
Des Plaines, IL 60018

PINs: 09-30-300-057-0000 & a portion of
09-30-300-017-0000

TMI Properties, LLC will lease the Subject Property to related entity, Jack Lewin Associates Inc. ('JLA'), and a third party, Filter Services Inc. ("FSI") in order to expand both businesses. Jack Lewin Associates Inc. is an established company founded in 1977 as an international art forwarder and US customs brokerage firm. In the past eight (8) years, Jack Lewin Associates has provided full container unloading /freight forwarding, e-commerce fulfillment, distribution, warehousing, display building, kitting, Pick-N-Pack, EDI Integration, local and national transportation, and much more. The company has a wide network of carriers and brokers when servicing their customer needs.

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Along with occupying part of the building with a related entity, The Applicant intends to lease a portion of the facility to Filtering Services Inc. (or 'FSI'). Filter Services Inc. is a privately owned company that provides commercial and industrial filtration products and services. FSI is a master distributor of filtration related products, including HVAC, Dust and Liquid, Paint Booth, Compressed Air, and Oil/Gas Filtration. FSI also provides Commercial and Industrial Air Filter Change-Out Services – changing over 2200 filters per day at over 4000 accounts – including large and small industrial facilities, commercial facilities, contractors, chain accounts, hospitals, and public buildings.

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Employment Opportunities

25 E. Howard Ave,
Des Plaines, IL 60018

PINs: 09-30-300-057-0000 & a portion of
09-30-300-017-0000

The Subject Property currently consists of an approximately 97,567 square foot industrial warehouse, sited on approximately 162,748 square feet of land which includes 105 car parking spaces. Jack Lewin Associates Inc. (the “Applicant” or ‘JLA’) plans on occupying the Subject property along with Filter Services Inc. (the “Occupant” or “FSI”) in order to expand their business.

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Along with occupying part of the building with a related entity, The Applicant intends to lease the remainder of the facility to Filtering Services Inc. (or ‘FSI’). Filter Services Inc. is a privately owned company that provides commercial and industrial filtration products and services. FSI is a master distributor of filtration related products, including HVAC, Dust and Liquid, Paint Booth, Compressed Air, and Oil/Gas Filtration. FSI also provides Commercial and Industrial Air Filter Change-Out Services – changing over 2200 filters per day at over 4000 accounts – including large and small industrial facilities, commercial facilities, contractors, chain accounts, hospitals, and public buildings.

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Purchase	Emp.	%	Exp./Week	Weeks	Total
Lunch	72	55%	\$55	50	\$108,900
Grocery	72	30%	\$50	50	\$54,000
Consumer Goods	72	25%	\$35	50	\$31,500
Entertainment	72	15%	\$55	50	\$29,700
Auto-Gas	72	75%	\$30	50	\$81,000
TOTAL					\$305,100

Legal Description, Site and Building Square Footage

25 E. Howard Ave,
Des Plaines, IL 60018
PINs: 09-30-300-057-0000 & a portion of
09-30-300-017-0000

The Subject Property currently consists of an approximately 97,567 square foot industrial warehouse, sited on approximately 162,748 square feet of land which includes 105 car parking spaces. Jack Lewin Associates Inc. (the “Applicant” or ‘JLA’) plans on occupying the Subject property along with Filter Services Inc. (the “Occupant” or “FSI”) in order to expand their business.

- Attached hereto please find:
 - Legal description
 - Plat of Survey
 - Current Aerial of Subject Property
 - Renderings
 - Marketing Materials

12 Year Tax Estimates
25 E. Howard
Des Plaines, IL 60018
PIN: 09-30-300-017-0000/-057-0000

<div>Estimated Taxes Based on: Estimated Taxes based on the \$6,525,000 Purchase Price and Approximately \$894,991 in Improvements and a 6b Compared to Estimated Market Value Based on the 2020 Cook County Assessed Value at Full Vacancy & No 6b</div>

				Estimated Taxes based on the \$6,525,000 Purchase Price and Approximately \$894,991 in Improvements and a 6b				Estimated Market Value Based on the 2020 Cook County Assessed Value at Full Vacancy & No 6b				
Tax Year	2020 Tax Rate	2020 Multiplier	Estimated Effective Tax Rate*	Estimated Market Value	Assessment Level with a Class 6b**	Estimated Assessed Value With a Class 6b	Estimated Tax With a Class 6b	Estimated Market Value	Assessment Level With NO Class 6b	Estimated Assessed Value Without a Class 6b	Estimated Taxes Without a Class 6b	
2022	9.375%	3.2234	30.219%	\$7,419,991	10%	\$741,999	\$224,227	\$440,069	25%	\$110,017	\$33,247	
2023	9.375%	3.2234	30.219%	\$7,419,991	10%	\$741,999	\$224,227	\$440,069	25%	\$110,017	\$33,247	
2024	9.375%	3.2234	30.219%	\$7,419,991	10%	\$741,999	\$224,227	\$440,069	25%	\$110,017	\$33,247	
2025	9.375%	3.2234	30.219%	\$7,419,991	10%	\$741,999	\$224,227	\$440,069	25%	\$110,017	\$33,247	
2026	9.375%	3.2234	30.219%	\$7,419,991	10%	\$741,999	\$224,227	\$440,069	25%	\$110,017	\$33,247	
2027	9.375%	3.2234	30.219%	\$7,419,991	10%	\$741,999	\$224,227	\$440,069	25%	\$110,017	\$33,247	
2028	9.375%	3.2234	30.219%	\$7,419,991	10%	\$741,999	\$224,227	\$440,069	25%	\$110,017	\$33,247	
2029	9.375%	3.2234	30.219%	\$7,419,991	10%	\$741,999	\$224,227	\$440,069	25%	\$110,017	\$33,247	
2030	9.375%	3.2234	30.219%	\$7,419,991	10%	\$741,999	\$224,227	\$440,069	25%	\$110,017	\$33,247	
2031	9.375%	3.2234	30.219%	\$7,419,991	10%	\$741,999	\$224,227	\$440,069	25%	\$110,017	\$33,247	
2032	9.375%	3.2234	30.219%	\$7,419,991	15%	\$1,112,999	\$336,341	\$440,069	25%	\$110,017	\$33,247	
2033	9.375%	3.2234	30.219%	\$7,419,991	20%	\$1,483,998	\$448,455	\$440,069	25%	\$110,017	\$33,247	
Total Estimated Taxes (2022 to 2033)							\$3,027,071	Total Estimated Taxes (2022 to 2033)				\$398,958

Property Tax Revenue Generated from the Property's Class 6b Tax Incentive:	\$2,628,113
--	-------------

Notes: <div>* The 2020 Tax Rate (the 2020 tax rate x the 2020 multiplier) was used. It does not take into account any increases or decreases in the Effective Tax Rate between 2022 and 2033. **The above is based on the assumption that the Class 6b Tax Incentive for the subject property will be granted in 2021 and activated in 2022 ***A 20% Occupancy Factor was applied to the 2020 Current Building Assessed Value.</div>
The above estimates are speculative, and should be treated as such.

25 HOWARD AVE (back)
Assessment Information:

Address
25 HOWARD AVE

City
DES PLAINES

PIN
09-30-300-057-0000

Township
Maine Township

Neighborhood
130

Total Value
\$833,627.00

Building Value
\$558,990.00

Class
593

Estimated Building Sq Ft.
N/A

Land Square Footage
162,749

Construction Type
N/A

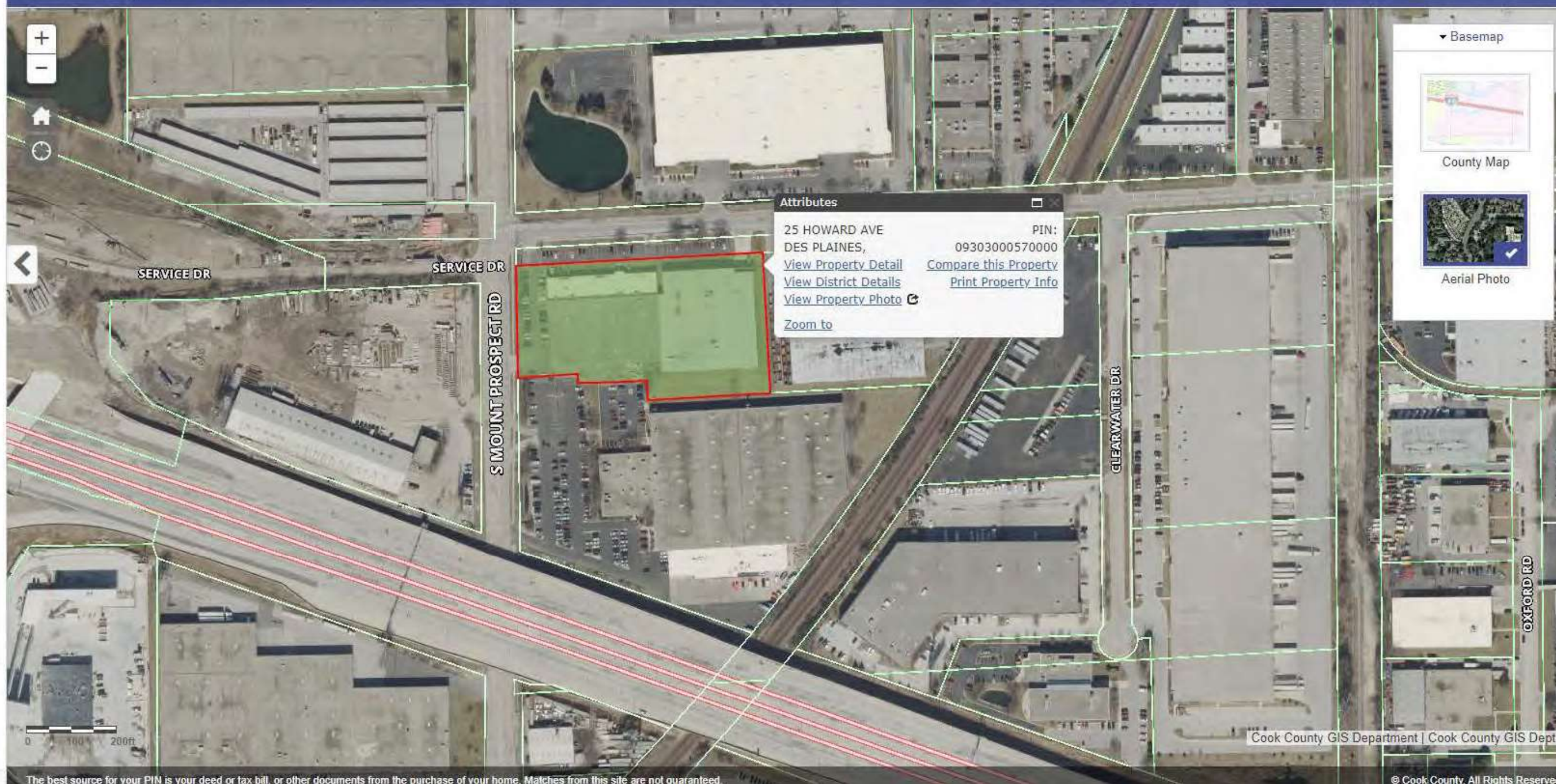
Age
53

[View More Data Layers](#)
[View District Details](#)
[Compare this property to others](#)

Select surrounding parcels within: mi
[Select](#)

[Launch Oblique Aerial Tool](#) 
[Launch Assessor Website](#) 
[Launch Property Portal](#) 
[Launch Historical Photo](#) 
[Print Property Info](#)

 [measure](#)  [select parcels](#)  [print map](#)  [layers](#)



Attributes

25 HOWARD AVE	PIN:
DES PLAINES,	09303000570000
View Property Detail	Compare this Property
View District Details	Print Property Info
View Property Photo 	
Zoom to	

▼ Basemap



County Map

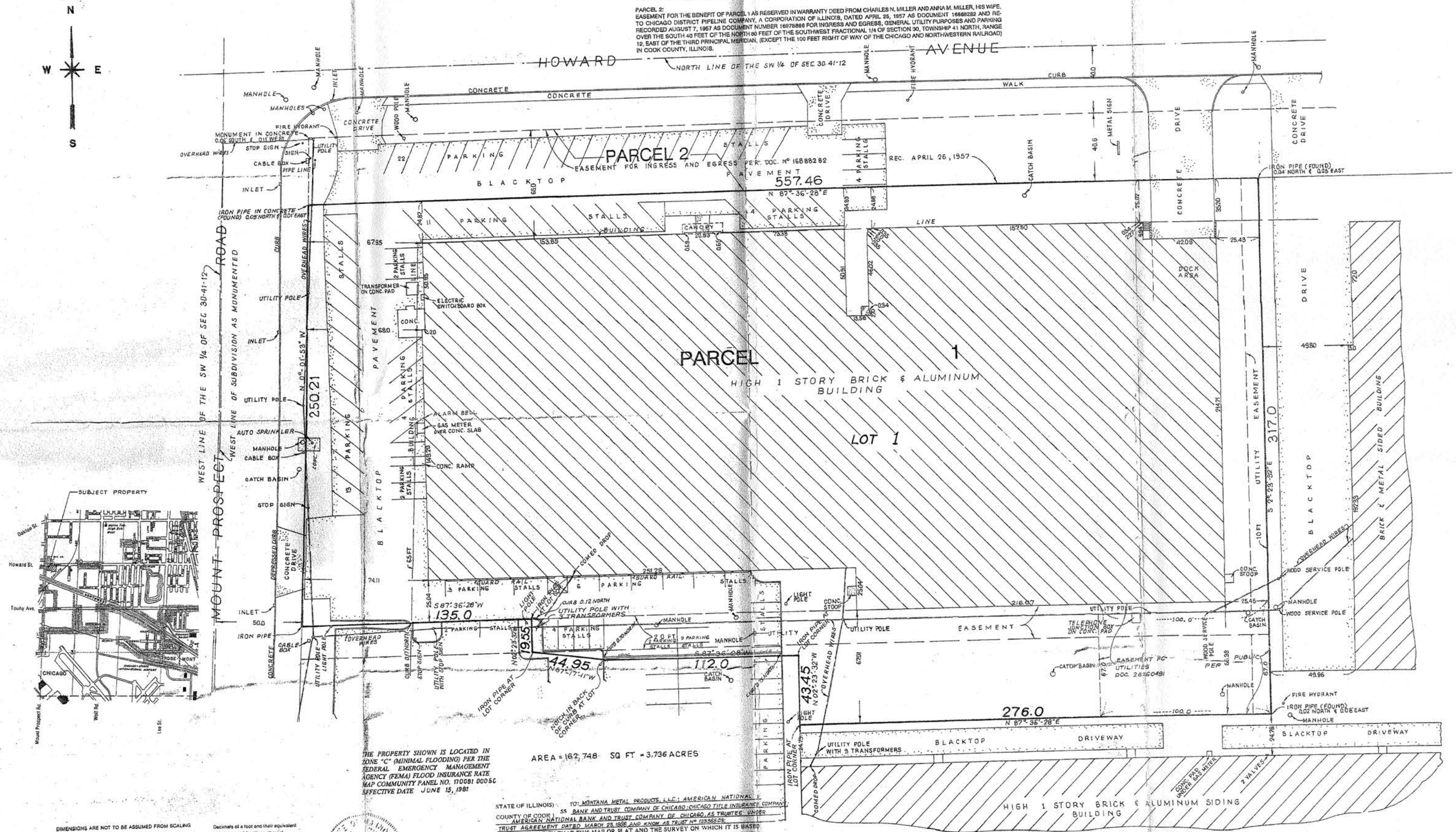


Aerial Photo

Phone 775-7755 5740 N. Elston Ave. Chicago, Illinois 60646 Fax 775-2855

PARCEL 1: LOT 1 IN JUNO LIGHTING, INC. RESUBDIVISION OF LOTS 1, 2 AND 3 OF R. COOPER JR.'S SUBDIVISION, BEING A RESUBDIVISION OF LOTS 101 AND 102 IN J.L. WILLIAMS MT. PROSPECT ROAD SUBDIVISION, BEING A RESUBDIVISION IN THE SOUTHWEST FRACTIONAL 1/4 AND LOT 2 IN J.L. WILLIAMS HOWARD STREET SUBDIVISION, A SUBDIVISION IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 30, BOTH IN TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:
EASEMENT FOR THE BENEFIT OF PARCEL 1 AS RESERVED IN WARRANTY DEED FROM CHARLES N. MILLER AND ANNA M. MILLER, HIS WIFE,
TO CHICAGO DISTRICT PIPELINE COMPANY, A CORPORATION OF ILLINOIS, DATED APRIL 25, 1957 AS DOCUMENT 16988222 AND RE-
CORDED AUGUST 7, 1957 AS DOCUMENT NUMBER 16978866 FOR INGRESS AND EGRESS, GENERAL UTILITY PURPOSES AND PARKING
OVER THE SOUTH 40 FEET OF THE NORTH 80 FEET OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE
12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE 100 FEET RIGHT OF WAY OF THE CHICAGO AND NORTH-WESTERN RAILROAD)
IN COOK COUNTY, ILLINOIS.



THE PROPERTY SHOWN IS LOCATED IN
ZONE "C" (MINIMAL FLOODING) PER THE
FEDERAL EMERGENCY MANAGEMENT
AGENCY (FEMA) FLOOD INSURANCE RATE
MAP COMMUNITY PANEL NO. 170081 0005C
EFFECTIVE DATE JUNE 15, 1981

AREA = 162,748 SQ FT = 3.736 ACRES

TO: MONTANA METAL PRODUCTS, L.L.C. AMERICAN NATIONAL V.
STATE OF ILLINOIS) TRUST COMPANY OF CHICAGO CHITAO TITLE INSURANCE COMPANY
COUNTY OF COOK) SS. BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER
TRUST AGREEMENT DATED MARCH 23, 1988 AND KNOWN AS TRUST NO. 1336553.
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED
WERE MADE (IN ACCORDANCE WITH "MINIMUM STANDARD" AND THE REQUIREMENTS FOR
ALTA/ACSM LAND TITLE SURVEYS", JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND
ACSM IN 1992 AND INCLUDES ITEMS 1, 2, 7A, 8, 9, 10, 11 OF TABLE A
THEREOF, AND (II) PURSUANT TO THE ACCURACY STANDARDS (AS ADOPTED BY ALTA AND
ACSM) AND IN EFFECT ON THE DATE OF THIS CERTIFICATION) OF AN
URBAN SURVEY.

DATE: APRIL 14, 1998

David A. Kostich
REGISTERED ILLINOIS LAND SURVEYOR • 277

DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING

Order No. 971141 (Y)

0' 25 50 feet

Date APRIL 14, 1998.

Ordered by, LEVENFELD, EISENBERG,

Attachment I

Decimals of a foot and their equivalent fractions and fractions thereof

In inches and fractions thereof.

.01 = 1/8"	.07 = 7/8"	.50 = 6"
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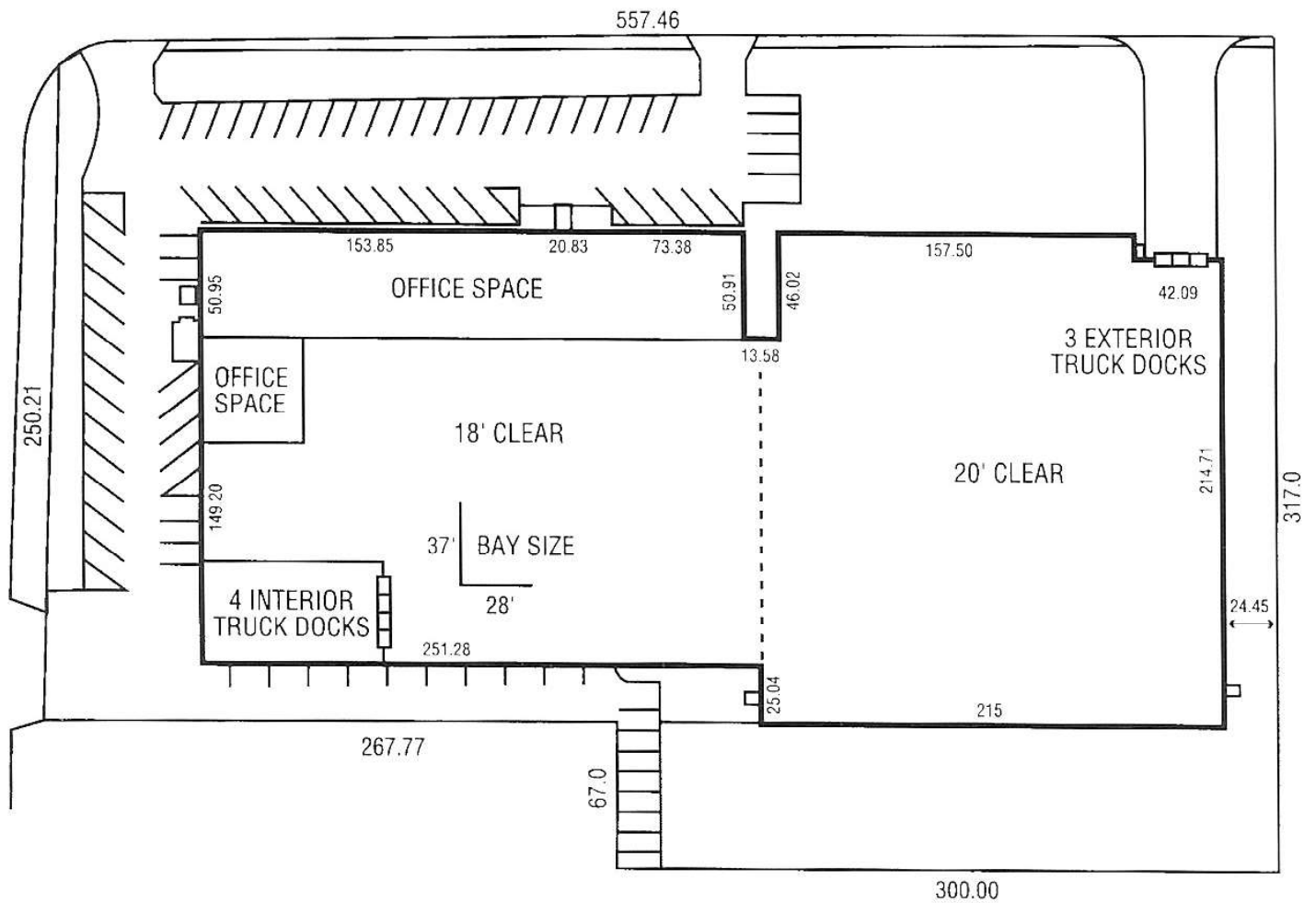
.02 = 1/4"	.08 = 1"	.58 = 7"
.03 = 3/8"	.17 = 2"	.67 = 8"

.04 = 1/2"	25 = 3"	75 = 9"
.05 = 5/16"	33 = 4"	83 = 10"

.05 = 3/4"	.42 = 5"	.92 = 11"
		1.00 = 12"

1999 = 100

Site Plan



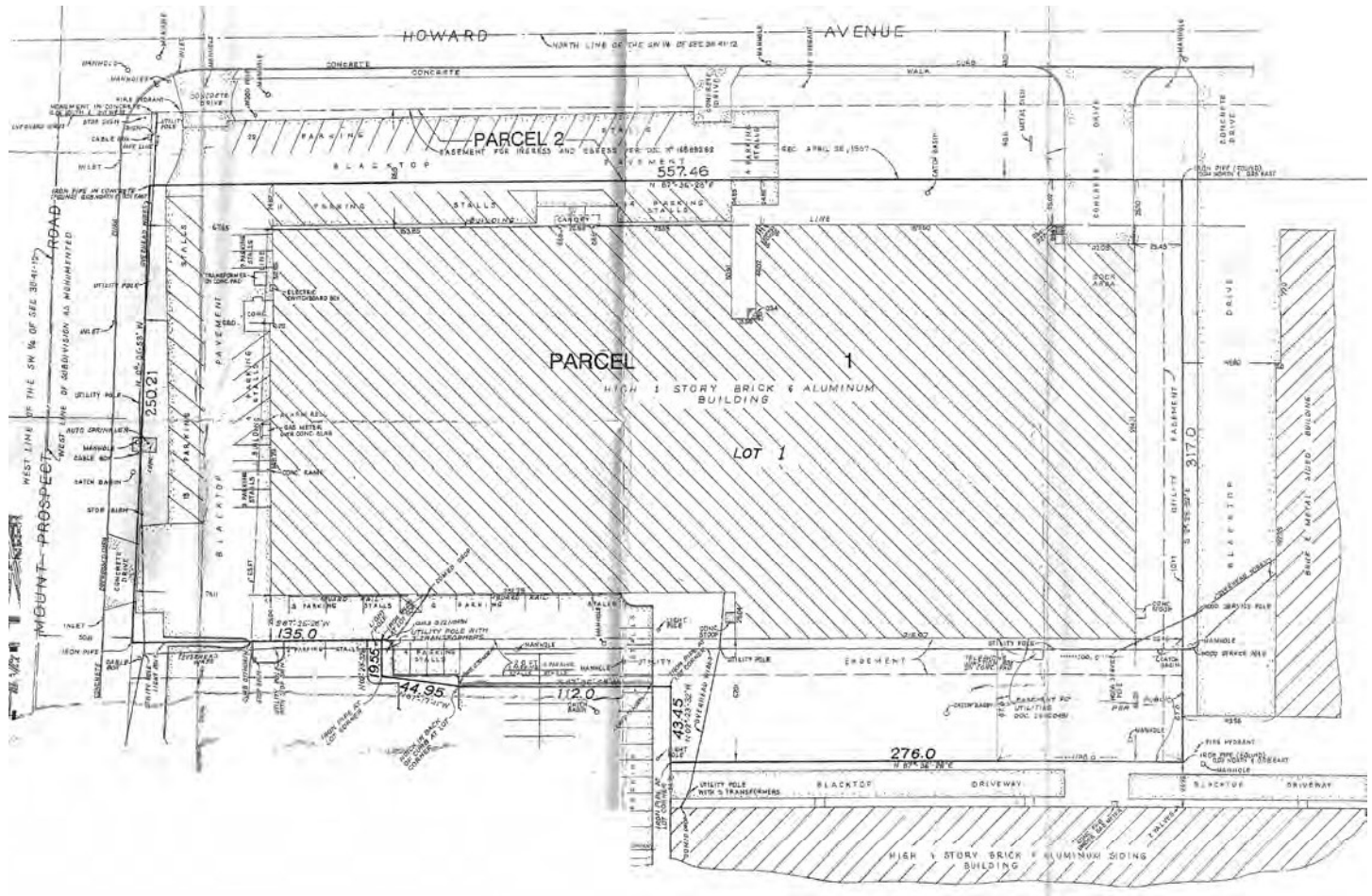
Contact us

Jonathan Kohn
+1 847 698 8279
jonathan.kohn@colliers.com

David Bercu
+1 847 698 8207
david.bercu@colliers.com



Survey



Contact us

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+1 847 698 8279
jonathan.kohn@colliers.com

David Bercu
+1 847 698 8207
david.bercu@colliers.com



EDS AFFIDAVIT

I, TIMOTHY MICHAEL, as agent for TMI Properties, LLC, or its assignee (the "Applicant") do hereby certify that it would attest to the following facts as required by Sections 74-46 and 74-62 through 74-73 of the Cook County Code called to testify:

1. That I am a duly authorized agent for Applicant, who is the contract purchaser of the property located at located at 25 E. Howard, Des Plaines Illinois, 60018 (PINs: 09-30-300-057-0000 & Portion of 09-30-300-017-0000) (the "Subject Property").
2. Applicant owns the following properties in Cook County:
925-1065 Chase Avenue
Elk Grove Village, IL 60007
3. Applicant's ownership is as follows:
Jack Lewin Associates LLC – Sole Shareholder - 100%
925 Chase Ave
Elk Grove, Illinois 60007
4. To my knowledge and after reviewing the Applicant's records, Applicant is not delinquent in the payment of any property taxes administered by Cook County or by a local municipality.

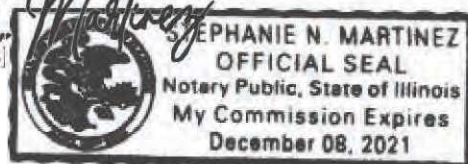
Further Affiant Sayeth Not

Timothy C Michael

Date: 10/19/21

Subscribed and sworn before me
This 19 day of October, 2021

Stephanie N. Martinez
Signature of Notary Public



Potential Growth & Property Improvements

25 E. Howard Ave,
Des Plaines, IL 60018
PINs: 09-30-300-017-0000 &
09-30-300-057-0000

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In the past two (2) years, the previous owner invested over **\$450,000** on the following improvements to the Subject Property:

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- Break Room Renovation: \$22,578

Unfortunately, the previous occupant was forced to close its business due to the COVID pandemic. The Applicant is under process to purchase the property, and while still in the progress of receiving estimates, plans on spending an additional **\$420,000** to make further improvements and repairs to the Subject Property, contingent on receiving the 6b. As part of these improvements, the Applicant plans to spend approximately:

- \$300,000 in metal panels for exterior Facade
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Upon completion, the previous owner and Applicant will have invested a total of over \$895,000 in real property improvements to the Subject Property. As such, the current project will include just over \$9.00 PSF in improvements and will require a waiver from the City. The final investment will likely end up exceeding the \$10.00 PSF threshold, but the Applicant cannot make any guarantees at this time. After the purchase and 2022 reassessment of the property, including both the recent & upcoming improvements, the Subject Property is projected to have a market value of approximately \$7,419,991, which would generate an estimated \$3,027,071 in total taxes over the life of the Class 6b Tax Incentive (approximately \$224,227 per year).

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CLASS 6B
ELIGIBILITY APPLICATION

Carefully review the Class 6B Eligibility Bulletin before completing this Application. For assistance, please contact the Assessor's Office, Development Incentives Department (312) 603-7529. This application, *a filing fee of \$500.00*, and supporting documentation (*except drawings and surveys*) must be filed as follows:

This application must be filed **PRIOR TO** the commencement of New Construction or **PRIOR TO** the commencement of Substantial Rehabilitation Activities or **PRIOR TO** the commencement of Reoccupation of Abandoned Property.

Applicant Information

Name: TMI Properties LLC Telephone: (630) 276-8953
Company: Jack Lewin Associates Inc.
Address: 315 Dulles Rd
City: Des Plaines State: Illinois Zip Code: 60016
Email: tim@jlagroups.com

Contact Person (if different than the Applicant)

Name: Timothy C. Michaely (President) Telephone: (630) 276-8953
Company: Jack Lewin Associates Inc.
Address: 925 Chase Ave
City: Elk Grove State: Illinois Zip Code: 60007
Email: tim@jlagroups.com

Property Description (per PIN)

If you are applying for more than three different PINs, please submit the additional PIN information in an attachment.

Street Address: (1) 25 E. Howard
Permanent Real Estate Index Number: 09-30-300-057-0000 Class 593
(2) 55. E Howard
Permanent Real Estate Index Number: Portion of 09-30-300-017-0000 Class 590
(3) _____
Permanent Real Estate Index Number: _____
City: Des Plaines State: Illinois Zip Code: 60018
Township: Maine Existing Class: 593

Attach legal description, site dimensions and square footage and building dimensions and square footage.

Identification of Person Having an Interest in the Property

Attach a complete list of all owners, developers, occupants and other interested parties (*including all beneficial owners of a land trust*) identified by names and addresses, and the nature and extent of their interest.

Industrial Use

Attach a detail description of the precise nature and extent of the intended use of the subject property, specifying in the case of the multiple uses the relative percentages of each use.

Include copies of materials, which explain the occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

Nature of Development

Indicate nature of proposed development by checking the appropriate space:

- ☐ New Construction (**Read and Complete Section A**)
- ☒ Substantial Rehabilitation (**Read and Complete Section A**)
Incentive only applied to the market value attributable to the rehabilitation
- ☐ Occupation of Abandoned Property - No Special Circumstance
(**Read and Complete Section B**)
- ☒ Occupation of Abandoned Property - With Special Circumstance
(**Read and Complete Section C**)
- ☐ Occupation of Abandoned Property - (**TEERM Supplemental Application**)
(**Read and Complete Section C**)
- ☐ Occupation of Abandoned Property - (**CEERM Supplemental Application**)
(**Read and Complete Section C**)

SECTION A (NEW CONSTRUCTION/SUBSTANTIAL REHABILITATION)

If the proposed development consists of *New Construction* or *Substantial Rehabilitation*, provide the following information:

Estimated date of construction
commencement (*excluding demolition, if any*): _____

Estimated date of construction completion: _____

Attach copies of the following:

1. Specific description of the proposed *New Construction* or *Substantial Rehabilitation*
2. Current Plat of Survey for subject property
3. 1st floor plan or schematic drawings
4. Building permits, wrecking permits and occupancy permits (*including date of issuance*)
5. Complete description of the cost and extent of the *Substantial Rehabilitation* or *New Construction* (*including such items as contracts, itemized statements of all direct and indirect costs, contractor's affidavits, etc*)

SECTION B (ABANDONED PROPERTY WITH NO SPECIAL CIRCUMSTANCE)

If the proposed development consists of the reoccupation of abandoned property, purchased for value, complete (1) and (2) below:

1. Was the subject property vacant and unused for at least 24 continuous months prior to the purchase for value?

☐ YES ☐ NO

When and by whom was the subject property last occupied prior to the purchase for value?

Attach copies of the following documents:

- (a) Sworn statements from person having personal knowledge attesting to the fact and the duration of vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of such vacancy

2. Application must be made to the Assessor prior to occupation:

Estimated date of reoccupation: _____
Date of Purchase: _____
Name of purchaser: _____
Name of seller: _____
Relationship of purchaser to seller: _____

Attach copies of the following documents:

- (a) Sale Contract
- (b) Closing Statement
- (c) Recorded Deed
- (d) Assignment of Beneficial Interest
- (e) Real Estate Transfer Declaration

SECTION C (SPECIAL CIRCUMSTANCES)

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was a **purchase for value**, but the period of ***abandonment prior to purchase was less than 24 months***, complete section (1).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application 24 continuous months or greater**, complete section (2).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application was greater than 12 continuous months and less than 24 continuous month**, complete section (2) and the **TEERM Supplemental Application**.

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application was greater than 3 continuous months and applicant will create or maintain at least 250 jobs for employees at the subject location**, complete section (2) and the **CEERM Supplemental Application**.

1. How long was the period of abandonment prior to the purchase for value? TBD

When and by whom was the subject property last occupied prior to the purchase for value?

Montana Metal Products last occupied the Subject Property on October 1 2021

Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of vacancy
- (c) Include the finding of special circumstances supporting “abandonment” as determined by the municipality, or the County Board, if located in an unincorporated area. *Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for less than 24-month abandonment period.*

Application must be made to the Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of Reoccupation:	<u>1/1/2022</u>
Date of purchase:	<u>TBD</u>
Name of purchaser:	<u>Jack Lewin Associates</u>
Name of seller:	<u>TMG Real Estate Holdings LLC</u>
Relationship of purchaser to seller:	<u>None</u>

Attach copies of the following documents:

- (a) Sale Contract
- (b) Closing Statement
- (c) Recorded Deed
- (d) Assignment of Beneficial Interest
- (e) Real Estate Transfer Declaration

2. How long has the subject property been unused?

- ☐ 24 or greater continuous months (*Eligible for Special Circumstance*)
- ☐ 12 continuous months but less than 24 continuous months (*Eligible for Special Circumstance under TEERM*) - **Complete TEERM Supplemental Application**
- ☐ 3 continuous months and maintain/create 250 employee jobs (*Eligible for Special Circumstance under CEERM*) - **Complete CEERM Supplemental Application**
- ☐ **Not Eligible for Special Circumstance if No purchase and less than 12 continuous months vacant, or not a CEERM**

When and by whom was the subject property last occupied prior to the filing of this application?

Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of vacancy
- (c) Include the finding of special circumstances supporting “abandonment” as determined by the municipality, or the County Board, if located in an unincorporated area. Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for lack of a purchase for value.

Application must be made to Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of reoccupation: _____

TEERM SUPPLEMENTAL APPLICATION
(This form will ONLY be utilized for applicants who specifically elect for TEERM)

This supplemental eligibility application is for properties that have been abandoned (due to special circumstances) for at least 12 continuous months and less than 24 continuous months with no purchase taking place.

*Under the **TEERM** Program, qualifying industrial real estate would be eligible for the Class 6B level of assessment from the date of substantial re-occupancy of the abandoned property. Properties receiving Class 6B will be assessed at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year. **The terms of this program are Not Renewable.***

I _____ applicant/representative hereby specifically elect to submit this **Supplemental Application** for the **TEERM** program.

Further affiant sayeth not.

Agent's Signature

Agent's Name & Title

Agent's Mailing Address

Agent's Telephone Number

Applicant's Name

Applicant's Mailing Address

Applicant's e-mail address

Subscribed and sworn before me this _____ day of _____, 20 _____

Signature of Notary Public

CEERM SUPPLEMENTAL APPLICATION

(This form will ONLY be utilized for applicants who specifically elect for CEERM)

This supplemental eligibility application is for properties that have been abandoned (due to special circumstances) where there has been no purchase for value and the buildings and other structures have been vacant and unused for at least three continuous months and applicant has provided sufficient documentation to establish that such applicant will create or maintain at least 250 jobs for employees at the subject location.

The CEERM Program shall be limited to the party who is the initial applicant of the Class 6B Incentive under the CEERM Program and the subject of the municipal Resolution or Ordinance.

*Under the **CEERM** Program, qualifying industrial real estate would be eligible for the Class 6B level of assessment from the date of substantial re-occupancy of the abandoned property. Properties receiving the Class 6B will be assessed at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year. **The terms of this program are Not Renewable.***

I _____ applicant/representative hereby specifically elect to submit this **Supplemental Application** for the **CEERM** program.

Further affiant sayeth not.

Agent's Signature

Agent's Name & Title

Agent's Mailing Address

Agent's Telephone Number

Applicant's Name

Applicant's Mailing Address

Applicant's e-mail address

Subscribed and sworn before me this _____ day of _____, 20 _____

Signature of Notary Public

EMPLOYMENT OPPORTUNITIES

How many construction jobs will be created or maintained as a result of this development?

How many new permanent full-time and part-time employees do you now employ in Cook County?

Full-time: 0 Part-time: 0

How many new permanent part-time jobs will be created as a result of this proposed development?

N/A

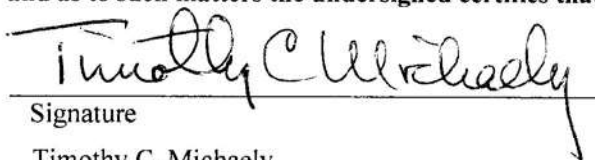
How many new permanent full-time jobs will be created as a result of this proposed development?

7-12

LOCAL APPROVAL

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (*or the County Board, if the real estate is located in an unincorporated area*) should accompany this Application. *The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B Application and that it finds Class 6B necessary for development to occur on the subject property.* If a resolution is unavailable at the time the application is filed, a letter from the municipality or the County Board, as the case may be, stating that a resolution or ordinance supporting the incentive has been requested may be filed with this application instead. If the applicant is seeking to apply based on the reoccupation of abandoned property and will be seeking a finding of "special circumstances" from the municipality, in addition to obtaining a letter from the municipality confirming that a resolution or ordinance supporting the incentive has been requested, the applicant must file a letter from the County Board confirming that a resolution validating a municipal finding of special circumstances has been requested. If, at a later date, the municipality or the County Board denies the applicant's request for a resolution or ordinance, the applicant will be deemed ineligible for the Class 6B incentive, whether or not construction has begun. In all circumstances, the resolution must be submitted by the time the applicant files an "Incentive Appeal".

I, the undersigned, certify that I have read this Application and that the statements set forth in this Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true.



Signature

Timothy C. Michaely

Print Name

10/19/21

Date

President

Title

03/05/2021

Identification of Persons Having an Interest in the Property

25 E. Howard Ave,
Des Plaines, IL 60018
PINs: 09-30-300-057-0000 & a portion of
09-30-300-017-0000

Applicant: TMI Properties, LLC, or its assignee

Timothy C. Michaely– 100% Ownership
925 Chase Ave
Elk Grove, Illinois 60007

Occupants: Jack Lewin Associates Inc. & Filtering Services Inc.

TMI Properties, LLC or its assignee (the “Applicant”) intends to occupy the Subject Property with related entity Jack Lewin Associates Inc. and lease the remainder to Filtering Services Inc.

Occupant 1: Jack Lewin Associates Inc.

925 Chase Ave
Elk Grove Village, Illinois 60007

Occupant 2: Filtering Services Inc.

1065 Chase Ave
Elk Grove Village, Illinois 60007

**Illinois
Limited Liability Company Act
Articles of Organization**FILE # **05567769****Secretary of State Jesse White**
Department of Business Services
Limited Liability Division
www.cyberdriveillinois.comFiling Fee: \$500
Expedited Fee: \$100
Approved By: TLB**FILED**
JAN 12 2016
Jesse White
Secretary of State1. Limited Liability Company Name: TMI PROPERTIES, LLC2. Address of Principal Place of Business where records of the company will be kept:
315 DULLES ROADDES PLAINES, IL 60016-2724

3. Articles of Organization effective on the filing date.

4. Registered Agent's Name and Registered Office Address:

TIMOTHY MICHAELY
315 DULLES RD
DES PLAINES, IL 60016-27245. Purpose for which the Limited Liability Company is organized:
"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

6. The LLC is to have perpetual existence.

7. The Limited Liability Company is managed by the manager(s).

MICHAELY, TIMOTHY
315 DULLES ROAD
DES PLAINES, IL 600168. **Name and Address of Organizer**

I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: JANUARY 12, 2016

CHAD M. POZNANSKY, ESQ.
150 N MICHIGAN AVENUE STE 2700
CHICAGO, IL 60601

WELCOME + SERVICES + ABOUT US
- CONTACT US TRACKING & INVENTORY
LOCATION
REQUEST A QUOTE

JACK LEWIN ASSOCIATES

WE'RE HERE TO SERVICE YOU

GENERAL INFORMATION

Your destination for any and all your logistical needs. Here or there, near or far, storage or deliver, customs clearance or advice.

Jack Lewin Associates is an established company founded in 1977 as an international art forwarder / US Customs Brokerage firm. In the last 8 years we have expanded our services to meet the needs of the growing retail fulfillment industry including:

72,000 Square feet of Warehouse Space

Full container unloading /freight forwarding

E-commerce fulfillments

Retail Distribution

Warehousing

Display Building

Kitting

Pick-N-Pack

EDI Integration

Transportation Local and Nationwide

Jack Lewin Associates is engaged as a partner with their customers, and not just a standalone company. We believe in being an extension of our customers gives us the ability to provide a better work experience and an overall to help



FILTER SERVICES INC.

Filtration for Your Market



FSI has been a leader in the filtration market for over 30 years. We pride ourselves on outpacing the market in quality, support, delivery, and personal dedication to our customers.

OUR GOAL

PROTECT YOUR MOST VALUABLE ASSETS
THROUGH FILTRATION

Markets Served

Mechanical Contractors
Industrial and Commercial Buildings
Manufacturing
Medical and Pharmaceutical
Processing and Refining



What We Do

HVAC and Air Filtration
Dust and Liquid Filtration
Compressed Air Filtration
Hydraulic and Liquid Filtration
Natural Gas and Oil Filtration
UV Technology
Filter Change-Out Services

CONTACT US
FilterServices.com
(847)616-8710

CustServ@FilterServices.com

CITY OF DES PLAINES

RESOLUTION R - 187 - 21

**A RESOLUTION SUPPORTING AND CONSENTING TO
THE APPROVAL OF CLASS 6b CLASSIFICATION FOR
THE PROPERTY LOCATED AT 25 HOWARD AVENUE,
DES PLAINES, ILLINOIS.**

WHEREAS, TMI Properties, LLC ("**Applicant**") is the contract purchaser of that certain property commonly known as 25 Howard Avenue in the City and legally described on **Exhibit A** attached to, and by this reference made a part of, this Resolution ("**Subject Property**"); and

WHEREAS, the Subject Property consists of an approximately 3.74-acres and is improved with an approximately 97,567-square-foot building ("**Existing Building**"); and

WHEREAS, the Subject Property is currently owned by TMG Real Estate Holdings, LLC, ("**Current Owner**"); and

WHEREAS, the Applicant submitted a notarized vacancy affidavit from the Current Owner, attached hereto as **Exhibit B**, attesting to the cessation of operations of the current tenant and auction of current tenant's on-site assets through September 2021, with full removal of the current tenant's on-site assets and full vacancy of the property as of November 15, 2021; and

WHEREAS, the Applicant intends to purchase the Subject Property and lease the Subject Property to Jack Lewin Associates, Inc. and Filtering Services, Inc. ("**Proposed Occupants**"), both currently of Elk Grove Village, for warehousing, distribution, and manufacturing services purposes ("**Proposed Use**"); and

WHEREAS, the Applicant intends to file with the Office of the Assessor of Cook County an application for Class 6b classification ("**Class 6b Classification**") for the Subject Property under the eligibility criteria of "substantial re-occupancy of abandoned property" pursuant to Section 7 4-62(b) of the Cook County Real Property Assessment Classification Ordinance ("**County Classification Ordinance**"); and

WHEREAS, the Applicant intends to make improvements and renovations to Subject Property that over the life of the classification would total approximately \$564,908, exclusive of land acquisition costs ("**Proposed Improvements**"), which amounts to \$5.79 of improvements per square foot; and

WHEREAS, pursuant to the City's policy, the City requires at least \$10 per square foot of improvements as a condition of supporting the approval of a Class 6b Classification; and

WHEREAS, the improvements the Applicant proposes would equal \$5.79 per square foot and therefore requests a waiver of this requirement based on returning a vacant space to active use and employing 60 full-time employees and three part-time employees initially, and 12 additional full-time employees within five years; and

WHEREAS, although the Subject Property has not been 100 percent vacant and unused for 24 continuous months, the City has determined that the Subject Property is abandoned by special circumstance, as set forth in the County Classification Ordinance and described in the Cook County Assessor Class 6b Eligibility Bulletin; and

WHEREAS, the Class 6b Classification temporarily reduces the property tax assessment of qualifying properties in order to promote industrial projects which would not be economically feasible without assistance; and

WHEREAS, the Applicant projects that it would be unable to justify the additional investments necessary to complete the Proposed Improvements and cause the Subject Property to be reoccupied for the Proposed Use but for the classification of the Subject Property as Class 6b under the Classification Ordinance; and

WHEREAS, as part of the Class 6b Classification application filed with the City for the Subject Property, the Applicant filed a Cook County compliant Economic Disclosure Statement with the City; and

WHEREAS, to qualify for the 6b Classification, the Applicant must receive the consent of the City in the form of a resolution from the City Council; and

WHEREAS, the City Council hereby finds that the construction of the Proposed Improvements and the initiation of the Proposed Use on the Subject Property would be in the best interest of the City and the public; and

WHEREAS, the City Council hereby finds that it is in the best interest of the City and the public to provide its consent and approval to the Applicant's request for a Class 6b Classification for the Subject Property and support Cook County's exercise of its home rule authority to grant the Class 6b classification;

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

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

SECTION 2: DETERMINATION OF ELIGIBILITY AND APPROPRIATENESS. The City Council hereby finds and determines that: (a) the Subject Property is appropriate for the Class 6b classification pursuant to the Classification Ordinance; (b) Class 6b classification of the Subject Property is necessary for the substantial rehabilitation and reoccupation of the Subject Property; and (c) the substantial rehabilitation and reoccupation of the Subject Property constitutes an extraordinary and special circumstance warranting the grant of the Class 6b classification.; and

SECTION 3: SUPPORT AND CONSENT TO CLASS 6b CLASSIFICATION. Pursuant to the County Classification Ordinance, the City Council hereby approves, consents to, and supports the classification of the Subject Property as Class 6b property, subject to the conditions set forth in Section 4 of this Resolution.

SECTION 4: CONDITIONS OF CONSENT AND SUPPORT; REVOCATION. The consent granted in Section 3 of this Resolution is expressly conditioned upon the occurrence and/or satisfaction by the Applicant of the following conditions:

- A. The Applicant will provide evidence that the Proposed Occupant will employ at least 60 full-time workers and three part-time workers on the Subject Property no later than July 1, 2022; and
- B. The Applicant will provide evidence that the Proposed Occupant will employ at least 72 full-time workers and three part-time workers on the Subject Property no later than November 15, 2026, with priority in hiring given to Des Plaines residents; and
- C. The Applicant will complete construction of the Proposed Improvements no later than November 15, 2026; and
- D. The Applicant and the Proposed Use will evidence a commitment to have constructed the Proposed Improvements in the amount of no less than \$564,908.

The Applicant agrees and acknowledges that if any of the conditions set forth in this Section 4 have not been satisfied by the dates specified, the City Council shall have the option, in its sole and exclusive discretion, to revoke the consent granted in Section 3 by resolution duly adopted in accordance with the procedures set forth in Section 74-73 of the Cook County Code of Ordinances. In the event that the City Council revokes its consent, the City Clerk is directed to promptly deliver notice of such revocation to the Board of Commissioners of Cook County and the Office of the Cook County Assessor along with certified copies of the revoking resolution.

SECTION 5: DELIVERY. The City Clerk is hereby directed to transmit a certified copy of this Resolution to the Applicant. The Applicant shall be responsible for presenting such certified copy to the Board of Commissioners of Cook County and filing such certified copy with the Office of the Cook County Assessor.

SECTION 6: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law and the satisfaction of the conditions set forth in Section 4 above.

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Parcel 1:

LOT 1 IN JUNO LIGHTING, INC. RESUBDIVISION OF LOTS 1, 2 AND 3 OF R. COOPER JR.'S SUBDIVISION, BEING A RESUBDIVISION OF LOTS 101 AND 102 IN J.L. WILLIAMS MT. PROSPECT ROAD SUBDIVISION, BEING A RESUBDIVISION IN THE SOUTHWEST FRACTIONAL 1/4 AND LOT 2 IN J.L. WILLIAMS HOWARD STREET SUBDIVISION, A SUBDIVISION IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 30, BOTH IN TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS RESERVED IN WARRANTY DEED FROM CHARLES N. MILLER AND ANNA M. MILLER, HIS WIFE, TO CHICAGO DISTRICT PIPELINE COMPANY, A CORPORATION OF ILLINOIS, DATED APRIL 25, 1957 AS DOCUMENT 16888282 AND RE-RECORDED AUGUST 7, 1957 AS DOCUMENT NUMBER 16978886 FOR INGRESS AND EGRESS, GENERAL UTILITY PURPOSES AND PARKING OVER THE SOUTH 40 FEET OF THE NORTH 80 FEET OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE 100 FEET RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD) IN COOK COUNTY, ILLINOIS.

Commonly known as 25 Howard Avenue, Des Plaines, IL 60018

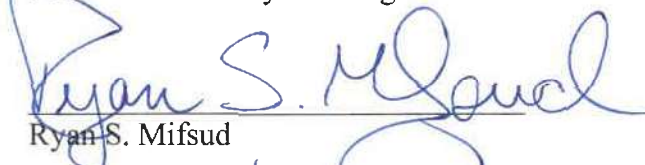
PIN: 09-30-300-057-0000; Portion of 09-30-300-017-0000

VACANCY AFFIDAVIT

I, Ryan S. Mifsud, if called to testify regarding the Subject Property (defined below), would attest to the following facts:


1. That I am a representative of TMG Real Estate Holdings, LLC, who is the contract seller (the "Seller") with TMI Properties, LLC, as buyer, of the property located at 25 Howard Avenue, Des Plaines Illinois, 60018 (PIN: 09-30-300-057-0000) ("Subject Property") and the landlord with respect to the tenants referenced below.
2. In April, 2021, the original tenant of the Subject Property notified its employees that the business was going to be sold or liquidated.
3. In July, 2021, the assets of the original tenant were sold to the current tenant and a four month occupancy agreement for the Subject Property was executed by and between such original tenant and Seller at the time of sale to allow for the transition of operations out of the State of Illinois.
4. In September, 2021, the current tenant wound down daily operations at the Subject Property and held an auction where all remaining assets were sold.
5. Since the completion of the auction, the Subject Property has been non-operational while items sold at auction are removed from the Subject Property. It is expected that such items will be completely removed from the Subject Property by no later than November 15, 2021.

Further Affiant Sayeth Naught


Ryan S. Mifsud

Date: 10/14/2021

Subscribed and sworn before me
This 14 day of October, 2021


Signature of Notary Public



KASSY C. CAMERON
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES
05/22/2026



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: November 4, 2021

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

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

Subject: Zoning Text Amendments Regarding Collective and Shared Off-Street Parking, Electric Vehicle Charging in Off-Street Parking Areas, and Parking Changes within Existing Planned Unit Developments (PUDs)

Issue: Consider Zoning Ordinance amendments related to multiple off-street parking regulations. The following areas of the Ordinance are addressed: (1) Section 12-9-3 to establish distance and context limitations to using a separate, privately owned zoning lot to fulfill a portion of an off-street parking requirement; (2) Sections 12-13-3, 12-9-6, 12-11-5, and 12-11-6 to establish definitions for electric vehicle charging spaces and supply equipment, and to create allowances and limitations on quantity, location, dimensions, design, and signage; and (3) Section 12-3-5 to allow existing PUDs to retrofit parking with accessible or electric vehicle charging without requiring a Major Change process.

PIN: Citywide

Petitioner: City of Des Plaines, 1420 Miner Street, Des Plaines, IL 60016

Case Number: #21-038-TA

Project Summary: The City of Des Plaines is applying for various zoning text amendments to address off-street parking issues that have arisen during 2021.

Collective and Shared Parking

In general, the City wants to foster the efficient use of land and to give businesses, organizations, and developments flexibility in how they meet their off-street parking requirements. The Zoning Ordinance, which establishes the City's off-street parking rules, currently attempts to make allowances for when a particular property does not have enough on-site parking to accommodate a proposed use. While the most typical and preferred arrangement is for each property to have enough parking on its own site for all uses served, occasionally this is not feasible. Additionally, it is somewhat common that a.) uses within a given area do not operate at the same time and b.) some parking facilities have excess spaces beyond the requirements of the uses served. For these reasons the City tries not to turn away potential users simply because the property they desire to occupy is deficient in on-site parking. Therefore, in Section 12-9-3 the Ordinance provides for how uses can capitalize on shared or off-site parking. The existing rules first introduce general circumstances for when one parking facility can serve multiple uses (12-9-3.A) and then introduces 12-9-3.B., C., and D., which

establish parameters for required parking spaces on a separate property from the particular use they serve. Sub-section B refers to privately owned parking and properties, sub-section C addresses publicly owned parking (e.g. a City-owned parking lot or garage), and sub-section D refers to instances of vacancy that leads to all or a portion of parking going unused.

Earlier in 2021, a conditional use petitioner sought to utilize allowances of sub-section B. The subject property was deficient per the baseline requirement of Section 12-9-7. Beyond day-to-day activities addressed by Section 12-9-7, the use was expected to have well-attended meetings when demand for parking would far exceed the baseline requirement. The petitioner submitted multiple draft shared parking agreements to demonstrate that parking spaces would be available to them at other properties in the same neighborhood. However, these properties lay on the other side of busy roads and intersections, and the walking path to the entrance of the proposed use would not have been linear or convenient from the majority of the proposed off-site parking. The City Council chose to deny the conditional use and then instructed staff and the Planning & Zoning Board (PZB) to take up amendments that would prevent future protracted considerations of generally unworkable shared parking arrangements. The Council's intent is not to eliminate the potential for requirements to be met through off-site or shared parking agreements. However, the Council suggests that a minimum distance, similar to other communities, be established, as well as other common-sense limitations.

As part of research for the draft amendments, staff sought assistance from the Northwest Municipal Conference (NWMC), which distributed survey questions to other communities. Staff summarized the responses for inclusion in this report to support the rationale for the proposed amendments. At the September 14, 2021 public hearing, the PZB asked staff to research additional communities beyond those surveyed, specifically Arlington Heights and Palatine. Staff conducted this research and added these to the table on the following page. The PZB gave feedback, also, that the 300-foot distance initially proposed by staff was too restrictive. In the Board's opinion, the measurement method initially proposed – from the main entrance of the use served to the off-site parking spaces – may be difficult or complicated to review and enforce. Members proposed a simpler lot-line-to-lot-line measurement method, which is used in other contexts in the Zoning Ordinance. In addition, the Board recommended that based on research of additional communities, it would be appropriate to distinguish between types of uses when setting the distance. They continued the hearing to October 26, 2021, when staff returned with additional research and revised amendments. Finally, to understand how the allowance is working in practice in Des Plaines, the Board requested to see an agreement that had been somewhat recently executed. The agreement is Attachment 2. In summary, the recommended amendments do the following:

- Clarify zoning administrator and City Council authority to approve shared or off-site parking, depending on the process;
- Rewords “reduction” in off-street parking requirement instead as a “fulfillment”;
- Requires that shared parking agreements be kept current and filed with the Department of Community and Economic Development; and
- Reorganizes and adds to the limitations for when shared, off-site parking on privately-owned zoning lots is possible. These are the proposed new limitations:
 - The off-site parking must be within **1,000 feet of a non-residential use served** and **500 feet of a residential use served**, excluding single-family attached and detached homes from the allowance. The distance would be measured from zoning lot line to zoning lot line; and
 - Walking between any required off-site space to the use served cannot require at-grade crossing of roadways classified by the Illinois Department of Transportation as arterials, except for arterials in downtown Des Plaines and other select corridors where there are ample signalized intersections and cross-sections of road that are feasible to cross safely.

Table. Research of Shared Parking Allowances in Other Communities' Zoning Ordinances.

MUNICIPALITY	MAXIMUM DISTANCE FOR SHARED PARKING	METHOD FOR MEASURING DISTANCE	OTHER CONSIDERATIONS
Arlington Heights <i>(added for October 26, 2021 consideration)</i>	Not allowed for lower-density residential; 300 feet for “transient hotels”; 500 feet for higher-density residential; 1,000 feet for business and manufacturing	Walking distance between the space on the separate lot and the main entrance of the use served	None.
Palatine <i>(added for October 26, 2021 consideration)</i>	Not allowed for single- and two-family dwellings; 200 feet for multifamily; 800 feet for business, manufacturing in non-residential district	Straight line from nearest point of the parking area to the nearest entrance of the use served	None.
Lincolnwood	300 feet	Walking distance	Must be located on a lot owned or leased by the owner or lessee of the lot for which the parking spaces are required.
Morton Grove	300 feet	Straight line between property boundaries	Can account for 15 to 35 percent of the parking minimum for a use, depending on circumstances.
Mount Prospect	1,000 feet	Straight line between property boundaries	None.
Niles	300 feet	Straight line between property boundaries	Can account for up to 20 percent of the parking minimum for a use, depending on circumstances.
Park Ridge	300 feet	Not specified	The off-site parking spaces must be under the same ownership of the subject property of the use utilizing the off-site parking.

Electric Vehicle Charging Spaces

On October 18, 2021, the City Council adopted the Chicago Region's Climate Action Plan and joined the Metropolitan Mayors Caucus' Greenest Region Compact. This action signals affirmation for the consideration of policy changes that will lead to greater environmental sustainability. One component is decarbonizing transportation and reducing emissions. The conversion to electric vehicles from traditional engines that require combustible fossil-fuel products is one action being taken around the world.

As electric vehicles (EV) become more common, the need for charging is increasing. While some EV owners have a charging port at their homes, many do not, or they drive frequently enough or for long enough durations and distances that they must charge away from home. Commercial vehicles such as those used in freight and delivery are also becoming part of the EV market. Charging spaces and their attendant equipment are now present throughout the Chicago region in public and private parking lots and garages. In fact, Des Plaines already has two charging spaces in a public lot at the northeast corner of Ellinwood and Lee Street, adjacent to the library. Charging spaces that are generally open to the public – whether on public or private property – usually operate on three models: 1.) Users pay to charge, either per unit of energy or based on a subscription; 2.) property owners pay for the vendor for the charging equipment to attract or serve a market of customers or employees who need EV charging; and/or 3.) charging is free or very low-cost because the ports display advertisements. See Attachment 4 for photos.

However, earlier this year staff received a building permit application to install four charging spaces and equipment at Metropolitan Square, specifically adjacent to Shop and Save and Fifth Third Bank. Staff has denied this permit for now because the proposed change a.) requires currently open, unreserved parking to be repurposed as parking reserved for charging EVs only and b.) the proposed change would reduce the number of parking spaces in a Planned Unit Development, which per 12-3-5 qualifies as a "Major Change," necessitating a public hearing, City Council approval, and the formal altering of the Final Plat of PUD.

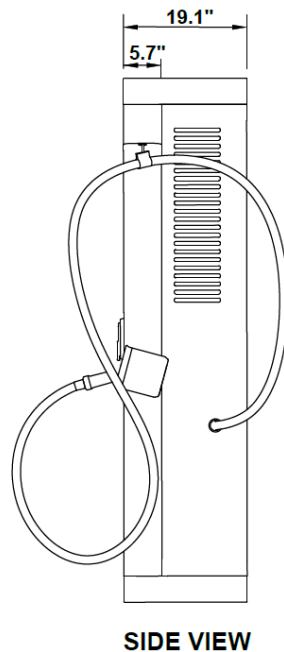
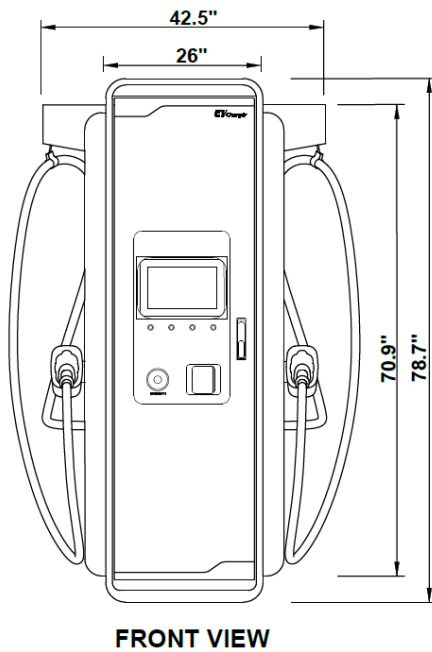
Staff sought assistance from NWMC, which provided prior survey results for zoning rules in nearby communities. The Village of Schaumburg had the most thorough set of regulations, and their definitions served as the basis for these amendments. Further, The Great Plains Institute, a reputable nonprofit organization working to further renewable energy, published *Summary of Best Practices in Electric Vehicle Ordinances*¹, which provided an array of options. Attempting to address the reasonably foreseeable circumstances without over-regulating, amendments are proposed that would do the following:

- Establish term definitions in Section 12-13-13 for "Electric Vehicle Charging Space" and "Electric Vehicle Supply Equipment," with the latter covering charging ports and all necessary structures adjacent to the charging spaces; The definition for "Electric Vehicle Charging Space" allows these spaces to count for up to 5 percent of an off-street parking minimum (e.g. one space within a 20-space requirement; 5 spaces within a 100-space requirement; 10 spaces within a 500-space requirement), with no limitation if the EV spaces are allocated from the supply beyond the requirement;
 - The definition excludes private residential facilities so as not to affect those who, for example, choose to install one EV charging space in their two-car home garage. This is already allowed and is not intended to be changed.
- Address in Section 12-9-6 where and how EV charging spaces may be marked within parking facilities and limit the height of charging ports (maximum 8 feet), area of identification signage (1.5 square feet), and reinforce landscaping requirements;
- Amend Sections 12-11-5 and 12-11-6 to create a limited allowance for electronic message board signs embedded within charging ports, with a maximum area of 6 square feet and copy limited to businesses for which the sign is intended; and

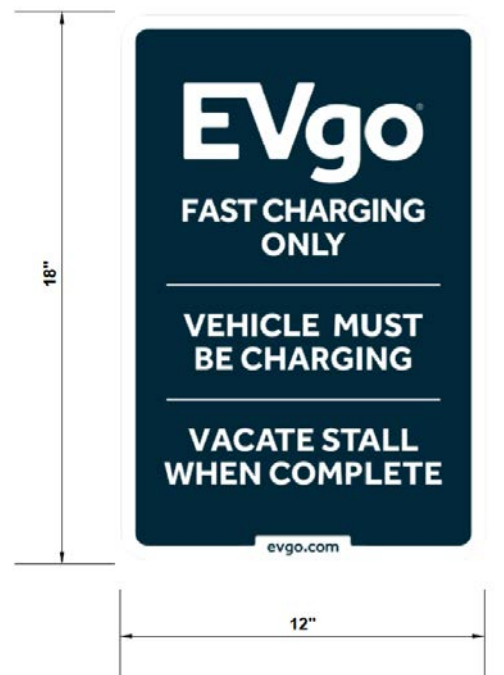
¹ BetterEnergy.org (June 2019). Available at: https://www.betterenergy.org/wp-content/uploads/2019/06/GPI_EV_Ordinance_Summary_web.pdf

- Carve out a “minor change” circumstance in 12-3-5 for PUDs when repurposing/restriping parking spaces for EV charging or additional mobility impaired accessible parking.
 - The Illinois Accessibility Code changes from time to time, imposing greater requirements
 - Minor changes may be approved administratively, without a public hearing and months-long public process. These amendments are designed to avoid an onerous approval process for property owners/managers who chose to allocate more accessible parking than is required.

The following images illustrate a permit application received by staff.



Proposed charging ports at Metropolitan Square. Not to scale.



Proposed reserved sign at Metropolitan Square. Not to scale.

Proposed Amended Sections

All proposed amendments related to shared parking are contained in Attachment 1, and all proposed amendments related to electric vehicle charging are contained in Attachment 3. Additions are **bold, double-underline**. Deletions are ~~struck through~~. Amended sections are provided with some surrounding, unamended text for context.

Findings of Fact: Standards for Zoning Text Amendments

The following is a discussion of standards for zoning amendments from Section 12-3-7.E of the Zoning Ordinance. Rationale for how the proposed amendments would satisfy the standards is provided, and the PZB accepted this rationale as its basis for recommendations.

1. **Whether the proposed amendment is consistent with the goals, objectives, and policies of the comprehensive plan, as adopted and amended from time to time by the City Council;**

The Comprehensive Plan calls for improving traffic flow, circulation, and parking (Goal 3.3). The amendments to add parameters for shared parking would improve the existing situation and consider circulation and flow not only for vehicles but also for pedestrians.

The Plan does not mention electric vehicles specifically but does call for a “modern” network, which would include electric vehicle charging infrastructure. In addition, while not in the Comprehensive Plan, the City has adopted the Chicago region’s Climate Action Plan and signed on to the Greenest Region Compact of the Metropolitan Mayors Caucus.

2. Whether the proposed amendment is compatible with current conditions and the overall character of existing development;

The amendments make future parking proposals more compatible with the character and nature of Des Plaines than the current rules provide. The proliferation of electric vehicles is already observable within Des Plaines and the Chicago region, and is expected to grow. The amendments contemplate providing supportive infrastructure for this expansion.

3. Whether the proposed amendment is appropriate considering the adequacy of public facilities and services available;

The amendments related to shared parking consider the classification and design of roadways as to the degree they serve as a barrier between uses and required parking spaces. Related to electric vehicles, the amendments protect against publicly-owned facilities becoming overrun with EV charging by capping their number at five percent of the total number of spaces in the facility.

4. Whether the proposed amendment will have an adverse effect on the value of properties throughout the jurisdiction; and

The proposed amendments, if they have any impact, are likely to improve property values by fostering a reasonable way to meet off-street parking requirements, as well as offering additional flexibility among property owners in how to allocate parking.

5. Whether the proposed amendment reflects responsible standards for development and growth.

The amendments are based in thoughtful, well-researched considerations of trends in development in other communities and the region overall. The amendments also respond to issues encountered by the City Council and City staff.

PZB Recommendation: Under Section 12-3-7 of the Zoning Ordinance, the PZB may recommend that the City Council approve, approve with modifications, or deny the above-mentioned amendments. On September 14, 2021, the PZB voted 6-0 to recommend approval of the portion of the amendments related to electric vehicle charging. The Board continued the hearing to October 26, 2021, for additional research and revisions related to collective and shared parking. At the continuation of the hearing, the Board voted 5-0 to recommend approval.

City Council has final authority on the proposal, which would be enacted through attached Ordinance Z-55-21. The Council may take a motion to approve the ordinance as presented, as revised (with proposed revised language), or to deny.

Attachments:

Attachment 1: Proposed amendments related to shared parking

Attachment 2: An agreement for Boston Fish Market at 1225 Forest to utilize parking at Aldi at 1365 Lee

Attachment 3: Proposed amendments related to electric vehicle charging, parking modifications within PUDs

Attachment 4: Photos of electric vehicle charging spaces

Attachment 5: Excerpt from minutes of the September 14, 2021 PZB meeting

Attachment 6: Excerpt from draft minutes of the October 26, 2021 PZB meeting

Attachment 7: Letter from PZB Chairman Jim Szabo regarding amendment consideration at both meetings

Ordinance Z-55 -21

12-9-3: COLLECTIVE PARKING:

- A. Off street parking facilities for separate uses may be provided collectively if the total number of spaces so provided collectively is not less than the sum of the separate requirements for each such use, and provided further, that such collective facilities meet all regulations governing location of accessory parking spaces in relation to the use served.
- B. The zoning administrator for permitted uses or the City Council in all other cases may authorize ~~a~~ up to thirty three percent (33%) reduction of the required off street parking to be fulfilled on a separate, privately owned zoning lot ~~total~~ number of required parking spaces for two or more uses jointly providing off street parking when all of the following are met:
1. The parking spaces utilized on the separate zoning lot are in excess of the total requirement for all uses that occupy that lot, or the parties have provided to the zoning administrator or City Council sufficient data to indicate there is not a substantial conflict in the hours of operation of all of the uses;
 2. The separate zoning lot is no more than 1,000 feet from a non-residential use served or 500 feet from a residential use served, excluding single-family attached (townhouse) or detached dwellings, which must have all required parking on site. The distance shall be measured from zoning lot line to zoning lot line.
 3. Pedestrian travel between the separate zoning lot and the use served does not require at-grade crossings of roadways classified by the Illinois Department of Transportation as arterials, except for Lee Street between Brown Street and Thacker Street, Graceland Avenue between Jefferson Street and Thacker Street, Miner Street between Graceland Avenue and River Road, Dempster/Thacker Street between Wolf Road and River Road, Algonquin Road between Wolf Road and River Road, and Oakton Street between Lee Street and River Road; and
 4. A legal agreement approved by the city attorney guarantees that the parking spaces on the separate zoning lot shall be maintained so long as the uses requiring parking are in existence or unless the required parking is provided elsewhere in accordance with this chapter. The written agreement must also be recorded by the property owners with the county recorder's office. The agreement will be kept current and a copy maintained on file with the City's department of community and economic development. The

property owners involved in the joint use off street parking facility shall provide, to the zoning administrator:

1. ~~Sufficient data to indicate that there is not a substantial conflict in the principal hours of operation of the uses; and~~
2. ~~A legal agreement approved by the city attorney guaranteeing that the parking spaces shall be maintained so long as the uses requiring parking are in existence or unless the required parking is provided elsewhere in accordance with this chapter. The instrument shall also be recorded by the property owners with the county recorder's office.~~

C. The zoning administrator **for permitted uses or the City Council in all other cases** may **allow**, in his sole discretion, reduce the total number of the required off street parking **requirement** spaces for any use in a non-residential district **to be met via a publicly owned or operated facility**, if the owner or operator of that use enters into an easement, lease, license or other form of legal agreement with the City of Des Plaines or any other government entity that owns or operates **the** an off street parking facility. Such parking use agreement, or a summary memorandum thereof, shall be in a form acceptable to the City and be recorded against the property index numbers (PINs) for the parcel on which the off street parking facility is located and the parcel that will receive the right to use the parking spaces. The zoning administrator shall ensure that the off street parking spaces identified in the parking use agreement are open and available during the periods described in the parking use agreement. Such public off street parking facility may be located no more than 1,000 feet of the main entrance of the parcel requesting the right to use the parking spaces. **The parking use agreement shall be kept current and a copy maintained on file with the City's department of community and economic development.**

D. In instances when a principal building is not fully occupied and contains parking spaces in excess of minimum number of spaces required by the building's current occupancy, the zoning administrator **for permitted uses or the City Council in all other cases** may ~~in his sole discretion~~, allow the owner of the parcel to enter into an easement, lease, license or other form of legal agreement with the owners or occupants of nearby parcels seeking to use the parcel's excess parking capacity, so long as the following conditions are met:

1. In no event may any parcel be used as a commercial parking lot open to the general public pursuant to a parking use agreement described in this section unless it has received all necessary approvals required by the Zoning Ordinance.
2. The parking use agreement may not exceed a month to month tenancy or use period to allow for its prompt termination in the event the parcel providing the excess parking increases its occupancy and its corresponding need for off street parking.
3. No more than 33 percent of the total parking spaces on a parcel may be allocated for use by off-site users on a temporary basis.

4. The place of business or operation using the interim parking spaces may be located no more than 1,000 feet from the parcel providing the excess spaces.

5. The parking agreement shall be kept current and a copy maintained on file with the City's department of community and economic development. (Ord. Z-8-98, 9-21-1998; amd. Ord. Z-3-20, 1-6-2020)

###

After Recording Return To:

David T. Arena
DiMonte & Lizak, LLC
216 W. Higgins Road
Park Ridge, Illinois 60068

Prepared By:

David T. Arena
DiMonte & Lizak, LLC
216 W. Higgins Road
Park Ridge, Illinois 60068



Doc#: 1530845049 Fee: \$48.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/04/2015 02:52 PM Pg: 1 of 6

[Space Above This Line For Recording Data]

LICENSE AGREEMENT

Legal Description:

THAT PART OF THE SOUTH 1/3 OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF WISCONSIN CENTRAL RAILROAD AND EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, WITH THE EAST LINE OF LEE STREET (SAID POINT BEING 5.0 FEET EAST OF THE SOUTH WEST CORNER OF SAID QUARTER QUARTER SECTION); THENCE NORTH 03 DEGREES 16 MINUTES 40 SECONDS EAST ALONG SAID EAST LINE OF LEE STREET, 9.015 FEET TO AN INTERSECTION WITH A LINE 9.0 FEET (AS MEASURED AT RIGHT ANGLES) NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION; THENCE DUE EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 546.92 FEET TO A POINT OF CURVE; THENCE NORTH EASTERLY ALONG A CURVED LINE, CONVEXED TO THE SOUTH EAST, HAVING A RADIUS OF 24.0 FEET AND BEING TANGENT TO THE LAST DESCRIBED LINE AT THE LAST DESCRIBED POINT, AN ARC DISTANCE OF 26.27 FEET TO A POINT OF REVERSE CURVE; THENCE NORTH EASTERLY, EASTERLY AND SOUTHERLY ALONG A CURVED LINE, CONVEXED TO THE NORTH, HAVING A RADIUS OF 48.0 FEET AND BEING TANGENT TO THE LAST DESCRIBED CURVED LINE AT THE LAST DESCRIBED POINT, AN ARC DISTANCE OF 127.94 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION; THENCE DUE WEST ALONG THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, 659.43 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS, ALSO EXCEPTING THE WEST 5 FEET OF THE SOUTH 1/3 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 09-20-400-019-0000

Common Address: 1365 Lee Street, Des Plaines, Illinois 60018

LICENSE AGREEMENT

ALDI INC., an Illinois corporation, the principal office of which is located at 1200 North Kirk Road, Batavia, Illinois 60510, Attention: Director of Real Estate ("**Aldi**"), hereby grants to **BOSTON FISH MARKET, INC.**, an Illinois corporation, having an address of 1225 East Forest Avenue, Des Plaines, Illinois 60018 ("**Boston**"), a revocable, non-exclusive license ("**License**") to enter upon land located at 1365 Lee Street, Des Plaines, Illinois 60018 and generally depicted on Exhibit A attached hereto (the "**Property**"), subject to the terms and conditions hereof, for the purpose of Boston's employees and invitees to have the ability to park in the 25 parking spaces located within the Property's parking lot depicted as parking spaces 1 through 25 on Exhibit A (the "**Licensed Parking Area**") (hereafter called the "**Licensed Activity**"). Boston shall have the right to perform the Licensed Activity between the hours of 11am and 10pm, Monday through Saturday.

The License shall commence on October 1, 2015 and expire September 30, 2016 (the "**License Term**"). Aldi may revoke the License prior to the expiration of the License Term (as it may have been previously extended) by providing at least 30 days' advance written notice to Boston at Boston's address set forth above.

Boston is hereby granted 4 successive options (individually, an "**Option**") to extend the License Term for additional periods of 1 year each (each, an "**Option Period**") on the terms and conditions set forth herein. Each Option shall be exercised (if at all) upon written notice delivered to Aldi at the address set forth above by Boston not less than 120 days before the expiration of the License Term (as it may have been previously extended).

Commencing on October 1, 2015, Boston shall pay to Aldi a license fee for the Licensed Parking Area during the License Term (the "**License Fee**") as set forth below:

License Term	Annual License Fee	Monthly License Fee
Year 1	\$6,000.00	\$500.00
Option Periods		
Year 2	\$6,600.00	\$550.00
Year 3	\$7,260.00	\$605.00
Year 4	\$7,986.00	\$665.50
Year 5	\$8,784.60	\$732.05

The License Fee shall be payable in equal monthly installments on the first day of each month. All checks for the License Fee are to be made payable to the order of Aldi at Aldi's address above.

Boston's right to perform the Licensed Activity is limited to Boston's employees and invitees, and Boston's employees and invitees may only park in the Licensed Parking Area for the purpose of attending work and dining at Boston's seafood restaurant. All Licensed Activity shall be conducted in a manner that minimizes any

disruption to the Property and the activities of Aldi and Aldi's customers. Boston employees and invitees shall not leave their vehicles overnight and must not use the Licensed Parking Area for any other reason, including but not limited to advertising said employees' or invitees' cars for sale. If vehicles parked by Boston's employees or invitees remain in the Licensed Parking Area after 11:00 pm any night or following the expiration of the License Term, Aldi may tow all such vehicles at the expense of such vehicle owners.

During the License Term, Boston shall be responsible for removing all trash, rubbish, and debris from the Licensed Parking Area each morning, Monday through Saturday and on Sunday (if Boston is open for business), by 9am.

Boston shall be liable for all damages to the Property, to Aldi and to Aldi's customers resulting from the Licensed Activity. Upon demand, Boston shall reimburse Aldi for the cost of repair of the Property or any other damages incurred resulting from Boston's use of the License. Boston agrees to indemnify and hold Aldi harmless from and against all claims arising from any acts or omissions of Boston and/or Boston employees while on the Property. Boston agrees to maintain insurance coverages in the types and amounts set forth on Exhibit B. Boston shall add Aldi as an additional insured under all such insurance as of October 1, 2015.

This License Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties. Boston shall not have the right to assign the License without the prior written consent of Aldi, which shall be granted or withheld in Aldi's sole and absolute discretion.

This License Agreement may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same License Agreement. This License Agreement may be executed by facsimile or electronic signature.

[Signature page follows]

IN WITNESS WHEREOF, Aldi and Boston have caused their duly authorized representatives to execute and deliver this License Agreement on the dates indicated below.

ALDI INC.,
an Illinois corporation

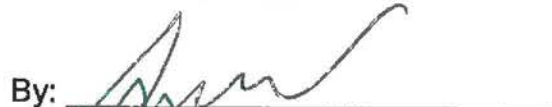


By: Laura Branneman

Its: Vice President

Date: 10.22.15

BOSTON FISH MARKET, INC.,
an Illinois corporation

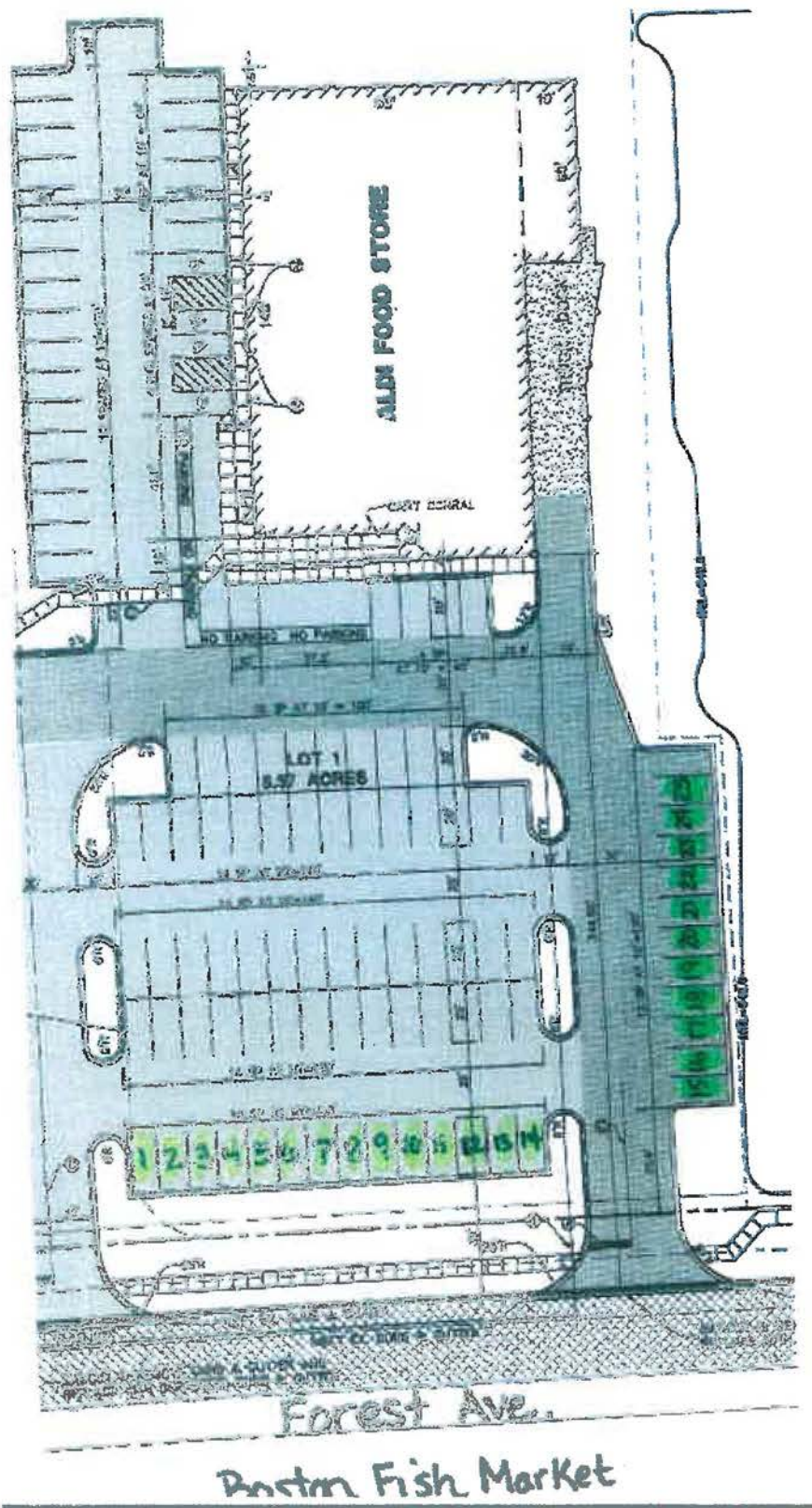


By:

Its: PRESIDENT

Date: 10-20-15

Exhibit A



12-3-5: PLANNED UNIT DEVELOPMENTS:

1. "Major Changes": Changes which alter the concept or intent of the planned unit development such as the following:

- a. Any increase in density.
- b. Any reduction in the dimension or number of off street parking and/or loading spaces, **except when the reduction provides additional mobility impaired accessible parking or electric vehicle charging spaces, and the facility, after the reduction, will fully comply with the parking requirements set forth in Chapter 9: Off Street Parking and Loading Facilities.**
- c. Any change in location and types of nonresidential land uses.
- d. Any reduction of an amount of common open space, landscaping, or buffering.
- e. Any changes in proportion of housing types.
- f. Any changes in road standards.
- g. Any changes in final governing agreements, provisions or covenants.
- h. Any significant change to exterior elevations of buildings which alter rooflines, building materials, approved color schemes, height of buildings, or result in a significant change in architectural style.

Said changes shall require the submission by the applicant of a new application that shall be processed and approved in the same manner as required of an original application.

2. "Minor Changes": Minor changes are modifications that are not defined as major changes and do not alter the concept or intent of a planned unit development. The director of community and economic development may approve minor changes that meet the criteria set forth in this subsection through an administrative adjustment process without the approval of the city council. The director of community and economic development shall report the proposed minor changes to the council in writing through the city manager.

3. Recording Of Changes: All changes to the final plat shall be recorded with the county recorder's office as amendments to the final plat, or reflected in the recording of a new corrected final plat.

H. Schedule: The city council shall consider revocation of the planned unit development if construction falls more than 18 months behind the construction schedule filed with the final plat. The developer shall be notified at least ninety (90) days preceding any revocation proceeding. The city council may, upon request, modify the recorded construction schedule of a planned unit development. (Ord. Z-8-98, 9-21-1998; amd. Ord. Z-7-04, 1-19-2004; Ord. Z-27-05, 11-21-2005; Ord. Z-8-13, 4-1-2013; Ord. Z-11-15, 5-18-2015; Ord. Z-29-15, 10-5-2015; Ord. Z-22-16, 9-6-2016; Ord. Z-29-16, 12-5-2016; Ord. Z-30-16, 12-5-2016; Ord. Z-13-19, 6-3-2019; Ord. Z-15-20, 6-1-2020)

12-9-6: SPECIFICATIONS FOR OFF STREET PARKING AND OUTSIDE STORAGE AREAS:

E. ~~Reserved.~~ Electric vehicle charging spaces: Electric vehicle charging spaces are subject to the same dimension and setback requirements as all other parking spaces; provided, however, that mobility impaired accessible parking shall have priority over electric vehicle charging in proximity and accessible routes to building entrances. A mobility impaired accessible parking space may also serve as an electric vehicle charging space; provided, however, that the minimum number of mobility-impaired parking spaces for the facility must first be met by non-charging spaces.

The following specifications shall apply to electric vehicle charging spaces:

- (1) Electric vehicle charging spaces must be striped with a symbol and lettering to indicate their reservation for charging, and may have a sign not to exceed 1.5 square feet in area designating such reservation mounted to a wall or freestanding post. An electric vehicle charging space that is also a mobility impaired accessible space must fully comply with the specification requirements for accessible spaces.
- (2) Electric vehicle supply equipment may be located adjacent to charging spaces. Charging ports shall not exceed eight (8) feet in height.
- (3) Signage embedded within charging ports is subject to the sign regulations of this title.
- (4) The installation of electric vehicle supply equipment shall not exempt the parking facility from minimum interior and perimeter landscaping requirements of this title.

12-11-5: SIGN STANDARDS BY SIGN TYPE:

G. Electronic Message Boards:

1. Electronic Message Board Requirements And Limitations: Electronic message boards shall be permitted only when incorporated within a new or existing pole sign or monument sign (this shall not include billboards except as permitted in accordance with subsection H of this section), or when embedded within an electric vehicle charging port. The overall sign must comply with all existing standards and regulations as set forth in this chapter ~~regarding pole signs and monument signs~~. Electronic message boards incorporated into an approved sign shall be subject to the standards and regulations as set forth in section 12-11-6 of this chapter.

2. Electronic Message Board Standards: Monument or pole signs containing electronic message boards shall be subject to the same standards as set forth in subsections A, "Pole Signs", and B, "Monument Signs", of this section.

3. Permitted Types: Video display signs.

4. Prohibited Types: The following types of electronic message boards shall be prohibited:

- a. Animated sign.
- b. Flashing sign.

5. Permitted Districts: Electronic message boards shall be permitted in the following districts under the following conditions:

- a. C-1 Neighborhood Shopping District as a conditional use only.
- b. C-2 Limited Office Commercial District as a conditional use only.
- c. C-3 General Commercial District as a permitted use.
- d. C-4 Regional Shopping District as a permitted use.
- e. C-5 Central Business District as a conditional use only.
- f. C-6 Casino District as a localized alternative sign regulation plan.
- g. M-1 Limited Manufacturing as a permitted use.
- h. M-2 General Manufacturing as a permitted use.
- i. M-3 Special Manufacturing as a permitted use.
- j. I-1 Institutional as a permitted use.

k. R-1 Residential as a permitted use when on school property, City-owned property, or Park District-owned property, subject to the standards found in subsection 12-11-6B of this chapter.

6. Variations: All electronic message boards shall meet all requirements stated above and where variations are requested, the following standards shall apply:

a. Variations for overall height, setback and size of the monument or pylon pole signs, shall be subject to the same standards set forth in section 12-11-7, "Variations", of this chapter, except that no governmental agency shall be limited to a maximum variation request for electronic message board portions of proposed signs when it is to be used for the conveyance of public information. All signs shall remain subject to all other applicable sign standards and regulations relating to the applicable sign type and district.

7. Qualified EMB Property Exception: In lieu of any electronic message board allowed under the other provisions of this subsection G, one electronic message board shall be allowed as a conditional use pursuant to section 12-3-4, "Conditional Uses", of this title on any qualified EMB property subject to development standards for "electronic message boards for qualified EMB property" as written in subsection 12-11-6B of this chapter:

- a. Occupies a parcel of land of not less than fifteen (15) acres zoned C-2 or C-3 or contiguous parcels of land of not less than fifteen (15) acres zoned C-2 or C-3 with either vehicular cross access easements or shared parking agreements that are recorded with the Cook County Recorder of Deeds;
- b. Is improved with multi-story, multi-tenanted office building(s) that have more than four hundred thousand (400,000) square feet of rentable space;
- c. Has a combined frontage of at least two hundred (200) linear feet on I-90 or I-294.

###

12-11-6: REGULATION BY DISTRICT CLASSIFICATION:

B. Commercial, Manufacturing And Institutional Districts: It shall be unlawful for any person to construct or maintain a sign in any commercial district, manufacturing district, or the I-1 Institutional District, except as follows. A property may incorporate both wall and monument signs or wall and pole signs. The use of monument signs in conjunction with pole signs is prohibited; provided, however, if a property is eligible to contain two pole signs or two monument signs, then the property may construct a combination of a pole sign and a monument sign as long as each sign is at least 200 feet apart.

Monument or pole signs containing electronic message boards shall be subject to the same standards as set forth in this subsection, except that only one electronic message board will be permitted per lot. In the event that a single business exists on multiple lots or in the case of a business park or retail center, only one electronic message board will be permitted overall, **except for electronic message boards embedded within electric vehicle charging ports.**

Sign Type	Number, Area, Height, And Other Limitations ²
Electronic message boards	Electronic message boards shall not exceed 50% of the total sign area. <u>When embedded within an electric vehicle charging port, the maximum area is six (6) square feet.</u>
	<u>Excluding those electronic message boards embedded within electric vehicle charging ports,</u> Only 1 electronic message board will be permitted per lot. In

	the event that a single business exists on multiple lots or in the case of a business park or retail center, only 1 electronic message board will be permitted overall.
	Location: The animated face of an electronic message board sign shall be a minimum of 250' away from a residence in the R-1, R-2, and R-3 Residential Districts and shall be arranged to prevent direct glare onto any adjacent properties. 1. Institutional District is exempt from this standard. 2. LED illumination of the numerical pricing component of gasoline station signs are exempt from this location standard.
	Video display signs are permitted.
	The changeable copy shall be specific to the business in which the sign was intended.
	No sounds will be permitted.
	Automatic dimming: Electronic message board signs shall be equipped with light sensing devices or a scheduled dimming timer which automatically dims the intensity of the light emitted by the sign during ambient low light and nighttime (dusk to dawn) conditions. The signs shall not exceed 500 nits of intensity as measured at the sign surface during nighttime and low light conditions and 5,000 nits during daytime hours.

Notes:

2. On parcels less than 5 acres, the total square footage area of all signs shall not exceed 600 square feet.

(Ord. Z-24-05, 8-29-2005; amd. Ord. Z-11-07, 3-19-2007; Ord. Z-23-07, 9-17-2007; Ord. Z-10-11, 5-2-2011; Ord. Z-27-11, 9-19-2011; Ord. Z-17-14, 8-4-2014; Ord. Z-32-14, 12-15-2014; Ord. Z-14-15, 7-6-2015; Ord. Z-9-16, 6-6-2016; Ord. Z-29-16, 12-5-2016; Ord. Z-21-17, 9-18-2017; Ord. Z-17-19, 7-1-2019; Z-4-20, 1-21-2020 ; Ord Z-16-20, 8-3-2020)

12-13-3: DEFINITION OF TERMS:

For the purposes of this title, the following terms shall have the following meanings:

ELECTRIC VEHICLE CHARGING SPACE: A marked parking space in a public or private off-street parking facility that provides for the charging of electric vehicles. Electric vehicle charging spaces may fulfill up to five percent of an off-street parking requirement and may be adjacent to electric vehicle supply equipment. "Electric Vehicle Charging Space" does not include off-street parking directly adjacent to private residential driveways or in private residential garages, where charging technology may also be installed.

ELECTRIC VEHICLE SUPPLY EQUIPMENT: The conductors and charging port connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatus installed specifically for the purpose of delivering electrical energy to a vehicle parked in an electric vehicle charging space.



Existing charging spaces near Des Plaines library



Charging port near library



Charging spaces at the Park Ridge Whole Foods

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1. The petitioner shall revise the site plan to be submitted at the time of building permitting to add the necessary accessible parking spaces.
2. Plans for the dumpster enclosure in compliance with Section 12-10-11 of the Zoning Ordinance shall be submitted to staff at time of building permit.
3. A Photometric Plan in compliance with Section 12-12-10 of the Zoning Ordinance shall be submitted to staff at time of building permit.
4. No vehicles or materials shall be stored on site at any time.

Chairman Szabo asked if there were any questions or comments from the audience. There were no comments.

A motion was made by Board Member Catalano, seconded by Board Member Hofherr, for approval of the request for a Conditional Use as required by Section 12-7-3(K) and a Major Variation from the Building Design rules of Section 12-3-11 of the Des Plaines Zoning Ordinance, as amended, for a convenience mart fueling station at 2000 Mannheim Road, and the approval of any other such variations, waivers, and zoning relief as may be necessary, with the four recommended conditions: 1. The petitioner shall revise the site plan to be submitted at the time of building permitting to add the necessary accessible parking spaces; 2. Plans for the dumpster enclosure in compliance with Section 12-10-11 of the Zoning Ordinance shall be submitted to staff at time of building permit; 3. A Photometric Plan in compliance with Section 12-12-10 of the Zoning Ordinance shall be submitted to staff at time of building permit; and 4. No vehicles or materials shall be stored on site at any time.

AYES: Catalano, Hofherr, Fowler, Saletnik, Veremis, Szabo

NAYES: None

ABSTAIN: None

*****MOTION CARRIED UNANIMOUSLY*****

Case 21-016-V
Case 21-036-CU-V
Case 21-038-TA

1316 Webford Ave
2000 Mannheim Rd
Citywide

Major Variation
Conditional Use/Major Var
Text Amendment – Parking/EV

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3. Address: Citywide Text Amendment

Case Number: 21-038-TA
Public Hearing

The City of Des Plaines is filing a request for consideration of the following text amendments to the Des Plaines Zoning Ordinance, as amended: (i) add limitations to the eligibility for collective parking under Section 12-9-3; (ii) establish definitions and regulations for electric vehicle charging in parking areas; and (iii) any other amendments as may be necessary.

PIN: Citywide
Petitioner: City of Des Plaines, 1420 Miner Street, Des Plaines, IL 60016
Owner: City of Des Plaines, 1420 Miner Street, Des Plaines, IL 60016

The City is the applicant for this case; Economic Development Manager Carlisle will present this case. For ease of presentation, the text amendment will be broken up into two smaller presentations, one addressing the collection parking agreements and the second related to electric vehicle charging in parking areas.

Collective/Shared Parking Agreements

Mr. Carlisle presented an overview of the rationale to update the collective/shared parking agreement, including looking at a maximum distance limitation, considerations of barriers such as busy roads may impact parking agreement, or proposing amendments to prevent unworkable or unrealistic shared parking agreements.

Mr. Carlisle presented research from neighboring communities; of the communities that responded to the survey the majority sets a 300 feet maximum distance, Mount Prospect differs in that the maximum distance is 1,000 feet.

Mr. Carlisle also provided an overview of draft amendment language which aims to clarify zoning administrator and City Council authority to approve shared or off-site parking, rewords “reduction” to “be fulfilled” and reorganized and limits when possible, off-site parking on privately-owned zoning lots if possible.

Member Catalano asked for clarification about the 300 foot requirement; in the sense that the closest space/furthest space meets the requirement. Mr. Carlisle stated that the requirement is all-inclusive meaning that all spaces must be within the 300 feet.

Mr. Carlisle further stated that in some cases, an applicant might only be deficient by two parking spaces and enter into collective parking agreement, for those two spaces and additional overflow parking. Based on these amendments, the two spaces must be within the 300 feet, while the overflow parking may be beyond that.

Member Catalano stated that the 300-foot requirement is very restrictive, Chairman Szabo agreed.

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Member Catalano further stated that the first space should be within the 300-foot requirement, but the subsequent spaces can exceed that requirement.

Member Saletnik stated based on the restrictive nature of 300 feet, the City is not interested in collective parking arrangements. Member Saletnik stated that the use of the property should also be analyzed regarding parking requirements.

Member Saletnik further stated that he agrees with the safe passage verbiage but finds the 300-foot limitation very restrictive.

Mr. Carlisle stated that the 300-foot number was based on responses from local municipalities; he did not want to choose an arbitrary number. Mr. Carlisle also reminded the Board that there is still a possibility for variation based on practical hardships.

Member Saletnik stated that often while people are looking at property acquisition, they will review the code prior to purchases. This amendment maybe seen as too restrictive and the property may go elsewhere.

Member Fowler asked why the Mount Prospect requirement is vastly different at 1,000 feet. Mr. Carlisle does not know the exact reason but can hypothesize that it may be due to the fact that they are further out from Chicagoland where the setbacks are further and in general there is more space.

Member Saletnik would like additional information and detail from other local municipalities, such as Arlington Heights and Palatine.

Member Catalano also stated that he would prefer straight line to properties to make the requirement less restrictive, Member Saletnik agreed. Member Saletnik further stated the goal of the collective parking agreement is to have that use in your community.

Member Veremis inquired about the distance between the Des Plaines Theatre and municipal parking garage. Mr. Carlisle stated that he believed the distance would be between 200-300 feet from the theater to the top of the parking deck. Member Veremis stated that patrons of the theater are expected to cross at the light at the crosswalk.

Member Catalano also brought up the question of vertical distance, for example the stairs up to the top floor of the parking deck.

Mr. Carlisle went over what is perceived as general walking distances; in general an able bodied person is can walk a quarter mile, approximately 1,300 feet, which is reasonable; 500 feet would equate to approximately 1/10th of a mile. The draft amendments are written in a way to mirror the bulk of respondents from neighboring communities.

Member Fowler asked about making recommendations; Mr. Carlisle stated that the Board is able to make recommendations or ask for additional information.

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Member Saletnik reiterated the language regarding safe passage versus a set number of feet.

Chairman Szabo asked Staff to touch on other circumstances; Mr. Carlisle stated that is a synopsis of other code information.

Member Saletnik recommended that Staff look into the active collective parking agreements to see what the current language. Mr. Carlisle stated that the data collection/research regarding the documents may not be possible. Member Saletnik still would like staff to complete the due diligence on the current agreements.

Member Veremis inquired about the previous case on Broadway, which brought the parking agreement discussion to light. Mr. Carlisle provided an overview of their parking arrangement. Member Saletnik chimed in regarding that case, residents were concerned that people would be parking on their residential streets, since parking was inconvenient.

Member Saletnik reiterated that additional information is provided compared to other communities. Member Catalano provided some information based on Arlington Heights' code, the distances vary based on type of use.

Chairman Szabo asked if there were any questions or comments from the audience. There were no comments.

Electric Vehicles

Mr. Carlisle stated that the goals of electric vehicle charging in parking areas, is to support and prepare for the further proliferation of electric vehicles, emulate best regulatory practices as the appropriate level, clarify how open, unreserved parking spaces and electric vehicles spaces work to fulfill a parking requirement.

Mr. Carlisle stressed that this amendment is not intended to affect private home users.

The goals of the proposed amendment will:

- Establish term definitions for "Electric Vehicle Charging Space" and "Electric Vehicle Supply Equipment," with the latter covering charging ports
- Allow EV charging spaces to count for up to 5 percent of an off-street parking minimum. For government- and institutionally owned parking, a maximum of 5 percent of the total number of spaces in the facility can be allocated for EV charging
- Set up where and how charging spaces may be marked, limit the height of charging ports (8 feet), area of identification signage (1.5 square feet), and reinforce landscaping requirements
- Limited allowance for electronic signs embedded within charging port: 6 square feet max & copy limited to businesses for which the sign is intended
- Carve out a "minor change" circumstance for PUDs when retrofitting parking with EV charging or additional mobility impaired accessible spaces

The City has received an application for an electric vehicle charging ports, which has prompted the amendments to the ordinance.

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Member Fowler inquired about the future of possible ADA accessible electric vehicle charging spaces, Mr. Carlisle stated that it can be a possibility in the future.

Member Veremis inquired about how long an electric vehicle takes to charge. Mr. Carlisle stated that charging ports are available in low, medium, high and can take 30 minutes to 2 hours to charge. Most newer models have shorter charging times.

Member Veremis asked how many residents have electric vehicles in Des Plaines; Mr. Carlisle does not have that information but it may be accessible through Secretary of State data.

There was some discussion about ticketing individuals that park in EV parking spaces; Mr. Carlisle responded the City does not do parking enforcement on private property, private security may ticket the individual if needed.

Member Veremis asked about ticketing those without a placard who park in ADA spaces, Mr. Carlisle stated the City would ticket in those instances because it is a State law.

Mr. Carlisle also reviewed the portion of the amendment regarding location of electric vehicle parking, as well as the precedence the ADA parking has in any given parking lot, EV can be as close as to a building entrance as wanted.

Chairman Szabo asked if there were any questions or comments from the audience. There were no comments.

The staff report has been entered below.

Issue: Consider Zoning Ordinance amendments related to multiple off-street parking regulations. The following areas of the Ordinance are addressed: (1) Section 12-9-3 to establish distance and context limitations to using a separate, privately owned zoning lot to fulfill a portion of an off-street parking requirement; (2) Sections 12-13-3, 12-9-5, 12-9-6, 12-11-5, and 12-11-6 to establish definitions for electric vehicle charging spaces and supply equipment, and to create allowances and limitations on quantity, location, dimensions, design, and signage; and (3) Section 12-3-5 to allow existing PUDs to retrofit parking with accessible or electric vehicle charging without requiring a “Major Change” procedure (i.e. a public hearing and City Council approval).

PIN: Citywide
Petitioner: City of Des Plaines, 1420 Miner Street, Des Plaines, IL 60016
Case Number: #21-038-TA

Project Summary: The City of Des Plaines is applying for various zoning text amendments to address off-street parking issues that have arisen during 2021.

Collective and Shared Parking

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In general the City wants to foster the efficient use of land and to give businesses, organizations, and developments some flexibility in how they meet their off-street parking requirements. The Zoning Ordinance, which establishes the City's off-street parking rules, currently attempts to make allowances for when a particular property does not have enough on-site parking to accommodate a proposed use. While the most typical arrangement is for each property to have enough parking on its own site for all uses and units served (i.e. residential, commercial, institutional), occasionally this is not feasible. Related, it is somewhat common that a.) uses within a given area do not operate at the same time and b.) some parking facilities have excess spaces beyond the requirements of the uses they serve, and most often the spaces go unused. For these reasons the City tries not to turn away potential users simply because the property they desire to use is deficient in on-site parking. A reasonable option for nearby shared parking, on a different property or properties, may exist.

Therefore, in Section 12-9-3, the Ordinance provides for how uses can capitalize on shared or off-site parking. The existing rules first introduce general circumstances for when one parking facility can serve multiple uses (12-9-3.A) and then introduces 12-9-3.B., C., and D., which establish parameters for required parking spaces on a separate property from the particular use they serve. Sub-section B refers to privately owned parking and properties, sub-section C addresses publicly owned parking (e.g. a City-owned parking lot or garage), and sub-section D refers to instances of vacancy when parking is temporarily or for the foreseeable future going unused.

Earlier in 2021, a conditional use petitioner sought to utilize allowances of sub-section B. The subject property was deficient per the baseline requirement of Section 12-9-7. Beyond day-to-day activities addressed by Section 12-9-7, the use was expected to have well-attended meetings when demand for parking would far exceed the baseline requirement. The petitioner submitted multiple draft shared parking agreements to demonstrate that parking spaces would be available to them at other properties in the same neighborhood. However, these properties lay on the other side of busy roads and intersections, and the walking path to the entrance of the proposed use would not have been linear or convenient from the majority of the proposed off-site parking. The City Council chose to deny the conditional use and then instructed staff and the PZB to take up amendments that would prevent future protracted considerations of generally unworkable shared parking arrangements. The Council's intent is not to eliminate fully the potential for requirements to be met through off-site or shared parking agreements. However, the Council suggests that a minimum distance, as exists in some other communities, be put into place, as well as any other common-sense limitations. Staff has prepared proposed amendments beginning on Page 4 of this report.

As part of research for the draft amendments, staff sought assistance from the Northwest Municipal Conference (NWMC), which distributed survey questions to other communities. The following table is a sample of results.

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MUNICIPALITY	MAXIMUM DISTANCE FOR SHARED PARKING	METHOD FOR MEASURING DISTANCE	OTHER CONSIDERATIONS
Lincolnwood	300 feet	Walking distance	Must be located on a lot owned or leased by the owner or lessee of the lot for which the parking spaces are required.
Morton Grove	300 feet	Straight line between property boundaries	Can account for 15 to 35 percent of the parking minimum for a use, depending on circumstances.
Mount Prospect	1,000 feet	Straight line between property boundaries	None.
Niles	300 feet	Straight line between property boundaries	Can account for up to 20 percent of the parking minimum for a use, depending on circumstances.
Park Ridge	300 feet	Not specified	The off-site parking spaces must be under the same ownership of the subject property of the use utilizing the off-site parking.

In summary, the proposed amendments related to shared parking accomplish the following:

- Clarifies zoning administrator and City Council authority to approve shared or off-site parking;
- Rewords “reduction” in off-street parking requirement instead as a “fulfillment;” and
- Reorganizes and adds to the limitations for when shared, off-site parking on privately-owned zoning lots is possible. These are the added limitations:
 - Required spaces must be within 300 feet of the main entrance of the use served; and
 - Walking between any required off-site space cannot require at-grade crossing of roadways classified by the Illinois Department of Transportation as arterials, except for arterials in downtown Des Plaines and other select corridors where there are ample signalized intersections and cross-sections of road that are feasible to cross safely.

Electric Vehicle Charging Spaces

As electric vehicles (EV) become more common, the need for charging is increasing. While some EV owners have a charging port at their homes, many do not, or they drive frequently enough or for long enough durations and distances that they must charge away from home. Commercial vehicles such as those used in freight and delivery are also becoming part of the EV market. Charging spaces and their attendant equipment are now present throughout the Chicago region in public and private parking lots and garages. In fact, Des Plaines already has two charging spaces in a public lot at the northeast corner of Ellinwood and Lee Street, adjacent to the library. Charging spaces that are generally open to the public – whether on public or private property – usually operate on three models: 1.) Users pay to charge, either per unit of energy or based on a subscription; 2.) property owners pay for the vendor for the charging equipment to attract or serve a market of customers or employees who need EV charging; and/or 3.) charging is free or very low-cost because the ports display advertisements. See Attachment 3 for photos.

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However, earlier this year staff received a building permit application to install four charging spaces and equipment at Metropolitan Square, specifically adjacent to Shop and Save and Fifth Third Bank. Staff has denied this permit for now because the proposed change a.) requires currently open, unreserved parking to be repurposed as parking reserved for charging EVs only and b.) the proposed change would reduce the number of parking spaces in a Planned Unit Development, which per 12-3-5 qualifies as a “Major Change,” necessitating a public hearing, City Council approval, and the formal altering of the Final Plat of PUD.

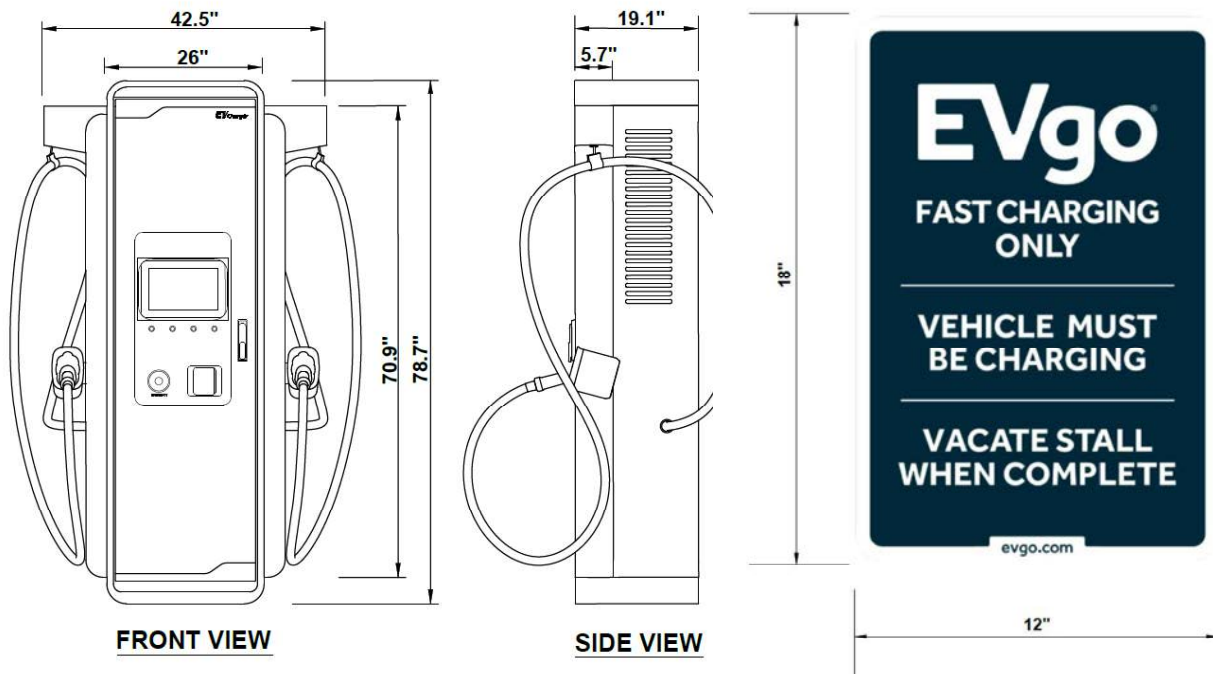
Staff sought assistance from NWMC, which provided prior survey results for zoning rules in nearby communities. The Village of Schaumburg had the most thorough set of regulations, and their definitions served as the basis for these amendments. Further, The Great Plains Institute, a reputable nonprofit organization working to further renewable energy, published *Summary of Best Practices in Electric Vehicle Ordinances*¹, which provided an array of options. Attempting to address the reasonably foreseeable circumstances without over-regulating, staff proposes amendments that would do the following:

- Establish term definitions in Section 12-13-13 for “Electric Vehicle Charging Space” and “Electric Vehicle Supply Equipment,” with the latter covering charging ports;
- Add to Section 12-9-5 to allow EV charging spaces to count for up to 5 percent of an off-street parking minimum (i.e. one space within a 20-space requirement; 5 spaces within a 100-space requirement; 10 spaces within a 500-space requirement), with no limitation if the EV spaces are allocated from the supply beyond the requirement—except for government- and institutionally owned parking, where a maximum of 5 percent of the total number of spaces in the facility can be allocated for EV charging;
- Address in Section 12-9-6 where and how EV charging spaces may be marked within parking facilities and limit the height of charging ports (maximum 8 feet), area of identification signage (1.5 square feet), and reinforce landscaping requirements;
- Amend Sections 12-11-5 and 12-11-6 to create a limited allowance for electronic message board signs embedded within charging ports, with a maximum area of 6 square feet and copy limited to businesses for which the sign is intended; and
- Carve out a “minor change” circumstance in 12-3-5 for PUDs when repurposing/restriping parking spaces for EV charging or additional mobility impaired accessible parking.
 - The Illinois Accessibility Code changes from time to time, imposing greater requirements that may be triggered by a restriping project. Further, these amendments are designed to avoid an unduly onerous approval process for property owners/managers who chose to allocate more accessible parking than is required.
 - Minor changes may be approved administratively, without a public hearing and months-long public process.

The following images illustrate a permit application received by staff.

¹ BetterEnergy.org (June 2019). Available at: https://www.betterenergy.org/wp-content/uploads/2019/06/GPI_EV_Ordinance_Summary_web.pdf

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Proposed charging ports at Metropolitan Square. Not to scale.

Proposed reserved sign at Metropolitan Square. Not to scale.

Proposed Amended Sections

All proposed amendments related to shared parking are contained in Attachment 1, and all proposed amendments related to electric vehicle charging are contained in Attachment 2. Additions are **bold, double-underline**. Deletions are struck through. Amended sections are provided with some surrounding, unamended text for context.

Standards for Zoning Ordinance Text Amendment:

The following is a discussion of standards for zoning amendments from Section 12-3-7.E of the Zoning Ordinance. Rationale for how the proposed amendments would satisfy the standards is provided.

1. **Whether the proposed amendment is consistent with the goals, objectives, and policies of the comprehensive plan, as adopted and amended from time to time by the City Council;**

The Comprehensive Plan calls for improving traffic flow, circulation, and parking (Goal 3.3). The amendments to add parameters for shared parking would improve the existing situation and consider circulation and flow not only for vehicles but also for pedestrians.

The Plan does not mention electric vehicles specifically but does call for a “modern” network, which would include electric vehicle charging infrastructure.

2. **Whether the proposed amendment is compatible with current conditions and the overall character of existing development;**

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The amendments make future parking proposals more compatible with the character and nature of Des Plaines than the current rules provide. The proliferation of electric vehicles is already observable withing Des Plaines and the Chicago region, and is expected to grow. The amendments contemplate providing supportive infrastructure for this expansion.

3. **Whether the proposed amendment is appropriate considering the adequacy of public facilities and services available;**

The amendments related to shared parking consider the classification and design of roadways as to the degree they serve as a barrier between uses and required parking spaces. Related to electric vehicles, the amendments protect against publicly-owned facilities becoming overrun with EV charging by capping their number at five percent of the total number of spaces in the facility.

4. **Whether the proposed amendment will have an adverse effect on the value of properties throughout the jurisdiction; and**

The proposed amendments, if they have any impact, are likely to improve property values by fostering a reasonable way to meet off-street parking requirements, as well as offering additional flexibility among property owners in how to allocate parking.

5. **Whether the proposed amendment reflects responsible standards for development and growth.**

The amendments are based in thoughtful, well-researched considerations of trends in development in other communities and the region overall. The amendments also respond to issues encountered by the City Council and City staff.

PZB Procedure and Recommended Conditions: Under Section 12-3-7 of the Zoning Ordinance, the PZB has the authority to recommend that the City Council approve, approve with modifications, or deny the above-mentioned amendments. City Council has final authority on the proposal.

If the PZB wishes, it may consider two motions to separate the issues addressed by these amendments, with the first motion covering shared parking rules and the second for EV charging rules and process.

Recommendation: Staff recommends that the PZB recommend approval of all the parking- and process-related amendments in this report.

The Planning & Zoning Board chose to break this text amendment into two motions.

Case 21-016-V
Case 21-036-CU-V
Case 21-038-TA

1316 Webford Ave
2000 Mannheim Rd
Citywide

Major Variation
Conditional Use/Major Var
Text Amendment – Parking/EV

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A motion was made by Board Member Saletnik, seconded by Board Member Catalano, to continue the discussion Collective Parking Agreements, Case Number 21-038-TA, consideration of the following text amendments to the Des Plaines Zoning Ordinance, as amended: (i) add limitations to the eligibility for collective parking under Section 12-9-3 until October 26, 2021.

AYES: Saletnik, Catalano, Fowler, Hofherr, Veremis, Szabo

NAYES: None

ABSTAIN: None

*****MOTION CARRIED UNANIMOUSLY*****

A motion was made by Board Member Saletnik, seconded by Board Member Fowler, to approve to establish definitions and regulations for electric vehicle charging in parking areas; and any other amendments as may be necessary

AYES: Saletnik, Catalano, Fowler, Hofherr, Veremis, Szabo

NAYES: None

ABSTAIN: None

*****MOTION CARRIED UNANIMOUSLY*****

Case 21-043-V
Case 21-044-CU-V
Case 21-038-TA

543 S. Fifth Avenue
580 S. Wolf Road
Citywide

Variation
Variation
Text Amendment

October 26, 2021
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Chairman Szabo called for a 5-minute recess at 9:25 p.m. The Board reconvened at 9:31 p.m.

3. Address: Citywide Text Amendment

Case Number: 21-038-TX

Public Hearing (Continued from September 14, 2021)

The City of Des Plaines requests consideration of text amendments to the Des Plaines Zoning Ordinance to add limitations to the eligibility for collective parking under Section 12-9-3 and any other amendments as may be necessary.

PIN: Citywide
Petitioner: City of Des Plaines, 1420 Miner Street, Des Plaines, IL 60016
Owner: City of Des Plaines, 1420 Miner Street, Des Plaines, IL 60016

Director Carlisle summarized the Board's feedback on the initial proposal, provided and presented additional research. Revised amendments were presented.

Acting Chairman Saletnik asked if the Board had any questions.

The Board discussed briefly and agreed with the feedback.

Chairman Szabo asked if there were any questions or comments from the audience. There were no comments.

A motion was made by Board Member Saletnik, seconded by Board Member Catalano, for approval of text amendments to the Des Plaines Zoning Ordinance to add limitations to the eligibility for collective parking under Section 12-9-3 and any other amendments as may be necessary.

AYES: Saletnik, Catalano, Szabo, Veremis, Saletnik

NAYES: None

ABSTAIN: None

*****MOTION CARRIED UNANIMOUSLY*****

October 27, 2021

Mayor Goczkowski and Des Plaines City Council, CITY OF DES PLAINES

Subject: Planning and Zoning Board, 21-038-TA, Citywide

RE: Consideration of Zoning Text Amendments Regarding Various Parking Provisions Related to Collective Parking AND Electric Vehicle Charging in Parking Areas

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) met on September 14 and October 26, 2021, to consider an application of the City of Des Plaines to amend the following Sections of the Zoning Ordinance related to collective/shared parking and electric vehicle charging spaces: (1) Section 12-9-3 to establish distance and context limitations to using a separate, privately owned zoning lot to fulfill a portion of an off-street parking requirement; (2) Sections 12-13-3, 12-9-6, 12-11-5, and 12-11-6 to establish definitions for electric vehicle charging spaces and supply equipment, and to create allowances and limitations on quantity, location, dimensions, design, and signage; and (3) Section 12-3-5 to allow existing, approved planned unit developments (PUDs) to retrofit parking with accessible or electric vehicle charging without requiring a Major Change process.

1. At the September 14 meeting, Director of Community and Economic Development (CED) John Carlisle presented on behalf of the City. He provided background for why each theme of the amendments was being pursued, noting both the City Council's instruction to study the shared parking rules and the building permit received regarding electric vehicle charging in a parking area in a planned unit development. He summarized research on various communities on both issues and detailed the proposed amendments.
2. PZB members discussed the proposed electric vehicle charging rules. They noted it was important to make these changes to address fast-moving trends in transportation. They voted unanimously (6-0) to *recommend* to the City Council approval of that portion of the amendments.
3. However, the PZB had several questions and concerns about the collective parking amendments as initially presented. Although the Board reviewed the research of other communities' rules, they suggested adding Arlington Heights and Palatine to the research table, as these are two municipalities also along the Union Pacific Northwest Metra line. Further, they believed the initial distance limitation by staff – a maximum 300 feet between a required parking space and the main entrance of a use served – was too restrictive and would be difficult to enforce. They also noted the requirement should be different based on the type of use, specifically whether it was a business or residential. Finally, they requested background on existing shared parking agreements in Des Plaines. The PZB voted unanimously (6-0) to continue the public hearing to October 26, 2021, to review revised amendments and additional research.
4. CED staff returned on October 26 with revised amendments and further research, specifically the allowances in the zoning ordinances of Arlington Heights and Palatine. The proposed amendments were revised to increase the maximum distances for potential shared parking: 1,000 feet, measured from zoning lot line to zoning lot line, between a required parking space and a *non*-residential use served, and 500 feet for residential uses, excluding single-family homes and townhomes. Some prior language from the initial version of the amendments was retained, namely the general limitation that a required parking space could not be on the other side of a busy arterial road that lacked sufficient pedestrian crossing infrastructure.

5. The PZB voted (5-0) to *recommend* that the City Council *approve* the request as revised. The revised request will be forwarded to the Council in the approving ordinance.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "James Szabo". The signature is fluid and cursive, with a long horizontal stroke at the end.

James Szabo
Des Plaines Planning and Zoning Board, Chairman

Cc: City Officials/Aldermen


**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT**

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

MEMORANDUM

Date: October 28, 2021

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

From: Jonathan Stytz, Planner JS

Cc: John T. Carlisle, AICP, Director of Community & Economic Development JC

Subject: Consideration of Conditional Use and Variations for a Livery Service Use at 580 S. Wolf Road, Case 21-044-CU-V (4th Ward)

Issue: The petitioner is requesting the following items: (i) a Conditional Use as required by Section 12-7-3(K) of the Zoning Ordinance to allow a livery service in the M-2 zoning district; (ii) Major Variations from Section 12-10-8(A) to provide relief from the interior parking lot landscaping requirements; (iii) a Major Variation from Section 12-10-8(B) to provide relief from the perimeter parking lot landscaping requirements; (iv) a Major Variation from Section 12-10-10 to provide relief from the foundation landscaping requirements; and (v) a Major Variation from Section 12-10-9 to provide relief from the landscape buffer requirements

Address: 580 S. Wolf Road

Petitioner: Transport Properties, LLC, 980 N. Michigan Avenue, Suite 1280, Chicago, IL 60611

Owner: Chicago Title Land Trust Company, as Trustee of the Chicago Land Trust Company Trust #53278

Case Number: 21-044-CU-V

Real Estate Index #: 09-18-400-006-0000

Ward: #4, Alderman Artur Zadrozny

Existing Zoning: M-2, General Manufacturing District

Existing Land Use: Vacant; was last Meyer Material former concrete batch plant

Surrounding Zoning: North: M-2, General Manufacturing District
South: R-1, Single Family Residential District

East: R-1, Single Family Residential District / M-2, General Manufacturing
West: R-1, Single Family Residential District

Surrounding Land Use: North: ComEd (Utilities) / Industrial Building
South: Single Family Residences (Residential)
East: Industrial Building / Single Family Residences (Residential)
West: Railroad; Single Family Residences (Residential)

Street Classification: Wolf Road is classified as a minor arterial.

Comprehensive Plan: The Comprehensive Plan illustrates this site as industrial.

Conditional Use

Project Description: The petitioner, Transport Properties, LLC, has requested a Conditional Use for a Livery Service Use and several variations for landscaping and screening at 580 S. Wolf Road. The 8.5-acre subject property is situated in between two separate railroads to its west and south, and is within the M-2 General Manufacturing district, where a Livery Service is a conditional use. The Plat of Survey (Attachment 3) shows a main building on the northeast side of the lot and multiple other structures throughout the remainder of the site, most notably a concrete production tower (“batch plant”). These are surrounded by paved, semi-paved, and gravel areas. Access to the subject property is available off Wolf Road only. At one time, there was a southern access road utilized off Thacker Street. However, this access point would be closed off and not be utilized for this use.

The petitioner wishes to remove all structures on site with the exception of the existing main building: a one-story warehouse building with the two-story attached office space located on the northeast corner of the site and fill the remainder of the lot with 16 passenger vehicle and 236 bus parking spaces as noted in the Site Plan Exhibit (Exhibit B). The petitioner wishes to utilize the existing 24,690-square-foot, one-story warehouse portion of the building for bus maintenance and storage, and use the two-story office portion (6,430-square foot first level and 2,433-square foot second level) of the building for all office activities. The proposal does not include changes to the exterior of the building, as the petitioner is interested in utilizing the existing doors, windows, building materials, and finishes as indicated in the Building Plans (Exhibit C). The petitioner’s proposal also includes site improvements such as the addition of a new paved and striped parking area, landscaping along the perimeter of the parking lot area, new interior parking lot landscape beds, new turf areas, a 5,000-gallon fuel tank, and proposed screening with an eight-foot-tall fence around the entire site as shown on the Site Plan Exhibit (Exhibit B). Staff has added a condition that the dumpster shall be stored inside the building except during trash pickup days.

The proposed floor plan includes a 5,570-square-foot first-floor office area, 2,212-square-foot second floor office area, an 8,407-square-foot service bay area, and a 15,568-square-foot bus equipment and storage area, totaling 27,123 square feet. Note that the floor area calculation excludes bathrooms, mechanical rooms, hallways, stairwells, and storage areas up to ten percent of the entire

combined floor area. The Livery Service use follows the off-street parking regulations for offices to accommodate employee, guest, and livery service related vehicle parking. Pursuant to Section 12-9-7 of the Zoning Ordinance, one parking space is required for every 250 square feet of gross floor area. A total of 109 off-street parking spaces are required, including five handicap accessible parking spaces. The Site Plan Exhibit (Attachment 5) provides 16 personal vehicle spaces, including one handicap parking space, and 236 bus parking spaces totaling 252 total spaces. However, the site plan does not designate all five required accessible parking spaces. Staff has added a condition that the petitioner's site plan submitted at the time of building permitting contains all required accessible parking with the required striping and dimensions.

The initial tenant for the livery service, First Student, anticipates having approximately 150 school buses parked on the subject property with an additional 10-15 buses typically in service for maintenance or repair. Roughly 20-25 office, dispatch, and maintenance employees will be on the subject property during a.m. and p.m. shifts. For the a.m. shift, maintenance employees arrive starting at 5 a.m., and shift bus drivers will arrive starting at 6:15 a.m. for 6:30 a.m. departures. Bus service during the morning shift will be staggered starting at 6 a.m. and ending around 9:30 a.m. The shift cross-over is between 11 a.m. and noon. For the p.m. shift, bus service shift will be staggered starting at 1 p.m. with buses returning by 5:30 p.m. Afternoon shift workers will leave at 5:30 p.m. A majority of the bus operations will occur during the regular school year from mid-August through early June. However, roughly 20-25 buses will be utilized during the summer months for the summer school season. See the Project Narrative (Exhibit A) for more details.

The petitioner submitted a traffic study by KLOA, Inc. to assess the anticipated impact of the new livery service on the subject property and surrounding infrastructure. The traffic study concludes that the anticipated traffic volumes of this use would be primarily generated outside of peak hours of adjacent roadway traffic on Wolf road and would generate less overall traffic than the previous concrete batch plant did. There were no concerns that the existing access system is sufficient to handle the proposed livery service. However, it was noted that "additional evaluation" should occur regarding the at-grade railroad crossing on Wolf Road, just south of the entrance to the subject property (in other words, there is some concern about bus queueing and backup around the tracks). It was suggested that bus routing and/or departure time could be adjusted to limit the number of buses utilizing the railroad crossing on Wolf Road—meaning that buses could be routed mostly to the north (left) when leaving the property and would return from the same direction, generally avoiding the tracks. Consider, however, that this would add to traffic that would likely come to the Golf-Wolf intersection approximately a half-mile to the north.

Whether buses are required to come to a complete stop each and every time they cross the tracks is a question the petitioner should be prepared to address. The PZB determined that a routing plan shall be added to the submittal prior to consideration of the City Council to discuss how the routing system works, how it responds to changing conditions, and how it is affected by school bell times.

Regarding sound impacts, consider the proposed user (First Student) will consist of many school vehicles that have an audible backing sound/beep. The petitioner writes in the Project Narrative that upon returning to the facility each night, vehicles would be backed in, causing the concentration of the sound to occur in mid-to-late afternoons instead of early in the morning. In addition, like all vehicles, there is sound from engine start-up. Transport Properties would discourage First Student from idling, except when required for vehicle maintenance. See Exhibit A for more details.

Major Variations

Project Description:

The petitioner is also requesting several variations with the conditional use request regarding landscape requirements. The original request included a variation to reduce the required number of off-street parking spaces on the subject property from 31 to sixteen. However, as stated above and noted in the Livery Service definition in Section 12-13-3 of the Zoning Ordinance, the livery service use shall follow the parking regulation for offices to accommodate employee, guest, *and livery service related* vehicle parking. This allows the proposed bus parking spaces to be factored into the total off-street parking space calculation, negating the need for a variation. However, it is important to note that the Site Plan Exhibit (Exhibit B) will still need to be revised to provide the five required mobility impaired parking spaces pursuant to Section 12-9-8(A) of the Zoning Ordinance.

The petitioner has also requested several variations pertaining to landscape requirements as summarized in the table below. Due to the nature of the use, the requested variations for relief from interior parking lot landscaping requirements—specifically quantity of trees and location of landscape areas—could be warranted based on design, as the request does intend to provide a substantial amount of landscaping throughout the site where there is currently none. Conversely, perimeter parking lot landscaping, landscape buffering, and foundation landscaping are paramount to bringing the existing property closer to conformance with the Zoning Ordinance and are arguably achievable given the layout of the subject property, the existing building, and the property’s close proximity to single-family development on three of its four sides. Discussion of the variation standards are addressed by the petitioner in the Responses to Standards (Attachment 1).

Request	Requirement	Proposal
Interior Parking Lot Landscaping – # of Trees	161	125
Interior Parking Lot Landscaping – Location of Landscaped Areas	Located every 30 parking spaces and at the end of all parking rows.	Landscape area after 34 spaces and no areas at the end of two parking rows.
Perimeter Parking Lot Landscaping – # of Trees	7	4
Foundation Landscaping	Min. 3’ wide landscape bed covering 25% of building’s foundation	Existing Foundation Landscaping Without Additions

Landscape Buffers (i.e., screening)	8' Solid wood, vinyl, or masonry fence along 100% of yard length	6' solid wood fence along Wolf Road and 6' chain link for rest of site.
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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 October 26, 2021. An excerpt from the draft minutes is attached.

Planning and Zoning Board Review: The Planning and Zoning Board (PZB) met on October 26, 2021 to consider a Conditional Use under Section 12-7-3(K) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow for a Livery Service Use at 580 S. Wolf Road in the M-2, General Manufacturing district, and several variations concerning landscaping requirements. The PZB meeting discussion is summarized below and the full memo is provided as Attachment 7.

The petitioner and his team provided a detailed description of the requests and their components for the request to locate a livery service use on the subject property in place of the old concrete batch plant that is currently located on site. First Student is a bus service provider that is looking to relocate their business to the 8.5-acre site to serve as its main hub for operations given the subject property's central location to the areas they currently service. The petitioner's attorney explained that the redevelopment of this site for the proposed livery service would improve the site and scale back intensity of the use in comparison with the previous concrete batch plant. He mentioned that the proposal includes an interior remodel of the existing north building with minor non-structural exterior improvements and the demolition of all other buildings on site.

First Student will operate 150 buses out of the 236 buses parked on site during the school year and up to 25 buses would be utilized in the summer months for summer school transportation. First Student utilizes routing software that determines the best route and departure time to ensure bus routes are completed in a timely manner. The buses have GPS and the adaptive software monitors each bus route service on a daily basis to determine if any adjustments need to be made to the route, departure time, etc. It was discussed that the bus departure times will be staggered mornings and afternoons based on individual bus routes with roughly ten to twelve buses departing every 15 to 20 minutes. The representative from First Student noted that roughly 60% of the departing buses will travel south on Wolf Road and the remainder will travel north.

Concerning noise, he explained that bus drivers arrive on site around 6:30 am and perform a three to five minute inspection of the bus—with the bus running for a portion of the inspection—before departing at the assigned time for their route. Buses are backed into parking spaces in the afternoon/evening so they will not need to back out of a parking space in the mornings, thus reducing noise. The petitioner's attorney noted that city code exempts all vehicles and equipment operated by the city, any other unit of government, and any utility, or any of their contractors or subcontractors, in the course of performing services or work, including, without limitation, public safety and emergency response services, for the general welfare of the public from the noise regulations. He added that even if the proposed livery service was not exempt from the noise regulations, the parking spaces are setback a minimum of 200 feet from residences and the anticipated noise levels of this use would meet the noise standards within City code.

The traffic study prepared by KOLA, which was conducted during the school year, found that most bus movements occur during off-peak traffic hours in both the morning and afternoon and that traffic generated from the proposed use is distributed over several hours. A landscape architect provided information regarding the proposed landscaping site-wide mentioning that the proposed plantings are significant in size, fast growing, and will be ideal to provide adequate screening of the site from surrounding properties.

The PZB Members asked if the bus routing system take into account the train schedule for the tracks in the region; if the petitioner considered using the long driveway from the south boundary of the property to Thacker Street; if diesel buses would be run often during cold weather conditions; if buses are plugged in when not in use; how the KOLA representative determined that the traffic levels will not be majorly impacted with the proposed livery service; how the daily trip number for the concrete batch plant was obtained; how the bus routes coincide with the bell times for the locations that First Student is servicing; and how the Level of Service (LOS) projections for 2028 in the traffic study are determined.

Community and Economic Development staff summarized the staff report and recommended five conditions of the Planning and Zoning Board recommended approval of the request. One condition requires the petitioner to revise the Site Plan to include the dimensions, striping, and designation of the required handicap accessible parking spaces pursuant to City codes. Another condition requires the petitioner to submit a Photometric Plan in compliance with Section 12-12-10 of the Zoning Ordinance at time of building permit. A third condition requires the installation of a public sidewalk across the subject property's frontage along Wolf Road.

Multiple members of the public spoke on this petition expressing concerns with safety, noise, aesthetics, decline in property values, parking, and traffic anticipated with the proposed livery service use. Many members of the public felt that the site and the abutting railroad tracks presented many safety issues for children and were worried that the proposed development may create unsafe conditions for children. It was mentioned that the existing concrete block wall along the west property line is incomplete and is unsightly and required many individuals to ask what would be done with the wall moving forward. Many members of the public had concerns with the overall aesthetics of the site even after its redevelopment for the livery service use given the nature of the request and the number of landscape variations requested. Members of the public asked if there would be other vehicles besides buses on site and if buses will sit idle all summer or if they are moved during the summer months. A decline in property values was identified as a perceived result of the proposed livery service use even with the proposed site improvements.

There were also many concerns with noise of the proposed use given that residents in the surrounding area are already subjected to regular noise pollution from trains, planes, and from previous uses of the subject property. Idling buses and back-up sirens are referenced as major concerns for surrounding residents given the morning shift for the livery service, which starts at 6:30 am. Fumes from the fuel tanks and bus exhaust were also concerns expressed by members of the public who felt that a use solely focused around the operation of larger vehicles would produce unsightly pollution and health risks. Members of the public inquired about available employee parking for this use, as they were worried that employees would be parking on their neighborhood streets during the day while at work. The last major concern from the public was traffic and the frequency of buses departing and arriving on site and its impact on the surrounding area. The members of the public felt that the number of buses entering and exiting the site was substantial and posed several traffic congestion concerns, even with the proposed staggered bus route schedule and findings from the traffic study.

The PZB *recommended* (4-1) that the City Council *approve* the request with the five conditions in the staff report and ***two additional conditions*** derived from the traffic study findings: (i) evaluate the travel paths of the school buses to determine if there are any opportunities to reroute them and minimize the number of buses that will travel to/from the south on Wolf Road and cross the railroad tracks; and (ii) monitor the operations of the facility annually after opening to determine if any adjustments to the routing and times of departure will be necessary.

Additional Information for City Council: A supplement provided by the applicant utilizing material provided by KLOA and First Student details the process and factors involved in generating the bus routes for the school districts they service. The software considers local road characteristics to predict traffic conditions throughout the day. Nearly all buses run a junior high route and an elementary school route before returning to the facility. See the full details in Bus Route Planning & Adjustments Memo (Attachment 6).

PZB Recommendations: The PZB recommended (4-1) that the City Council approve the request with conditions via Ordinance Z-56-21, which approves a conditional use and major variations, subject to the following conditions.

Conditions of Approval:

1. That a public sidewalk is installed across the subject property's frontage along Wolf Road to the applicable specifications of the Des Plaines Municipal Code and additional governmental agency regulations as necessary.
2. The dumpster shall be stored inside the building except during trash pickup days. If a future trash enclosure is pursued, a building permit with plans for the dumpster enclosure in compliance with Section 12-10-11 of the Zoning Ordinance shall be submitted to staff.
3. The Site Plan shall be revised to contain all required accessible parking spaces with the required striping and dimensions and resubmitted at the time of building permitting.
4. A Photometric Plan in compliance with Section 12-12-10 of the Zoning Ordinance shall be submitted to staff at time of building permit.
5. The use shall be monitored regularly for compliance with the Environmental Performance Standards in Chapter 12 of the Zoning Ordinance, particularly regarding sound/noise. Sufficient documentation regarding the proposed fuel tank shall be submitted with the application for a building permit to suffice for a Fire and life safety approval, pursuant to Sections 12-12-3 and 12-12-4.
6. *Added by the PZB:* The petitioner shall evaluate the travel paths of the school buses to determine if there are any opportunities to reroute them and minimize the number of buses that will travel to/from the south on Wolf Road and cross the railroad tracks.
7. *Added by the PZB:* The petitioner shall monitor the operations of the facility annually after opening to determine if any adjustments to the routing and times of departure will be necessary.

Attachments:

- Attachment 1: Petitioner's Responses to Standards
- Attachment 2: Location Map
- Attachment 3: Plat of Survey
- Attachment 4: Traffic Study without Appendices
- Attachment 5: Photos of Existing Conditions & Fuel Tank Example
- Attachment 6: Bus Route Planning & Adjustments Memo
- Attachment 7: Site and Context Photos
- Attachment 8: Chairman Szabo Letter from Planning & Zoning Board to the Mayor and City Council
- Attachment 9: Draft Excerpt Minutes from the October 26, 2021 Planning and Zoning Board Meeting

Ordinance Z-56-21

- Exhibit A: Project Narrative
- Exhibit B: Site Plan Exhibit
- Exhibit C: Building Plans
- Exhibit D: Landscape Plan
- Exhibit E: Unconditional Agreement and Consent

580 S. Wolf Road - Conditional Use Statements

1. *The proposed conditional use is in fact a conditional use established within the specific zoning district involved.*

Response: “Livery Service” is a Conditional Use in the M-2 General Manufacturing District.

2. *The proposed conditional use is in accordance with the objectives of the City’s comprehensive plan and the Zoning Code, Title 12 of the City Code of Des Plaines.*

Response: The proposed school bus facility will further certain objectives of the Des Plaines Comprehensive Plan (February 2019) set forth in Chapter 3, Economic Development pertaining to industrial land uses; Chapter 5, Transportation; and Chapter 7: Stormwater Management.

The proposed use is consistent with the City’s industrial use objective for the property, as the site is indicated as “Industrial” on the Future Land Uses map. The project presents an opportunity to improve the overall appearance and character of this industrial area, a key objective of the Comprehensive Plan. Large structures and heavy equipment operations will be eliminated. The elimination of heavy trucks from area roadways will lessen wear on the public roads. The site will be beautified and screened with perimeter and parking area landscaping and fencing. The 8.4 acre site, which has been unpaved gravel during its many decades operated as a concrete plant, will be fully improved with pavement and will provide stormwater controls meeting MWRD requirements for capture and discharge. The stormwater drainage facility incorporates an underground storage vault which will aid in controlling flow into the regional drainage system. This site design provides an opportunity to provide runoff control, volume control, and onsite storage in accordance with current regulations, alleviating the current condition of discharge.

The proposed school bus facility furthers objectives of the Zoning Code by limiting the intensity of use from heavy industrial use of a concrete plant, or any other heavy manufacturing use which could be operated at this large site (or any multiple heavy manufacturing uses which could be operated from the site if the 8.4 acres were further subdivided into multiple properties.) The proposed school bus use is more compatible with the surrounding areas than heavy manufacturing uses.

3. *The proposed conditional use is designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity.*

Response: The proposed school bus facility is designed to fit within the existing and intended character of the general vicinity, which includes a mix of existing

manufacturing/warehouse uses and (on the opposite far side of rail road right of way) residential neighborhoods. The site will be screened by fencing and significant quantities of trees and shrubs, even along the western perimeter which is already separated visually from the residential neighborhood by a high masonry wall.

The proposed school bus facility operations will be conducted during morning and daytime hours. Occasionally, First Student will operate a few chartered buses in the evenings during the week. No overnight activities will occur on the site.

The proposed school bus facility is a less intensive land use than either the existing land use (concrete plant) or other land uses permitted in the M-2 General Manufacturing District -- such as businesses classifiable as "manufacturing-heavy", "manufacturing-light", and "distribution facilities" -- whose daily operations could have significant external effects on surrounding properties, in terms of hours of operation, on-site outdoor activities, vehicle traffic, noise, odor, and light, all of which could be significantly more intensive in terms of duration and degree than the operation of a school bus facility.

4. *The proposed conditional use is not hazardous or disturbing to existing neighboring uses.*

Response: A school bus facility and the operation of school buses on public roads is not a hazardous use. Drivers are licensed operators who must operate the vehicles in accordance with state-mandated driving rules, including railroad crossing regulations.

In terms of impacts on the existing roadways and traffic on area streets, the school bus facility will generate fewer daily heavy vehicle trips than the existing concrete plant and, as such, will have a lower impact on area roadways and adjacent intersections. The Wolf Road right of way and the site entry are sufficiently sized to accommodate bus movements into and out of the site.

In terms of noise impacts, as compared to the concrete plant (or other heavy manufacturing use that could be operated on this site as a permitted use not subject to conditional use approval) which operate throughout the day and which involve continual heavy truck movements on-site and off-site, the school buses operate only during two periods for the morning and afternoon shifts. Bus warning signals are emitted only during backing movements, which occur only when the bus is backed into a parking stall at the end of each shift. The intermittent beeping sounds required by school buses during twice-daily parking movement are buffered by trees, fences and walls surrounding the site, and are attenuated by the distance from residential neighbors across railroad track right of way. The shortest distance between a parked bus and a residential home is more than 150 feet. Additionally, it should be noted that

the City Code Section 6-2-7.B.1.c and B.1.d exempt certain types vehicular activities from having to comply with sound and noise regulations. Among the exempt activities are “sound or noise emitted or caused by ... all vehicles and equipment operated by the city, any other unit of government, and any utility, or any of their contractors or subcontractors, in the course of performing services or work, including, without limitation, public safety and emergency response services, for the general welfare of the public.” (Emphasis added.) First Student’s activities are exempt from the City’s noise regulations because it is a contractor of local school districts and would be performing services for the general welfare of the public.

5. *The proposed conditional use is to be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or the persons or agencies responsible for the establishment of the proposed conditional use shall provide adequately any such services.*

Response: The site is an existing improved site with access to Wolf Road. The Applicant may have to obtain IDOT permits in connection with its planned improvements. The site is served by public water and sewer. Planned drainage facilities will require appropriate MWRD permits which will be pursued by Applicant’s consulting engineers, SpaceCo, Inc.

6. *The proposed conditional use does not create excessive additional requirements at public expense for public facilities and services and not be detrimental to the economic welfare of the community;*

Response: The school bus facility will not create excessive additional requirements or burdens at public expense for public facilities and services. First Student will have a positive economic impact on the Des Plaines community, providing employment opportunities and property taxes for the community.

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;*

Response: The dispatch and maintenance of school buses from the site will not produce an excessive amount of traffic, noise, smoke, fumes, glare or odors. As evidenced by KLOA, Inc.’s Summary Traffic Evaluation, the proposed facility will have a lower impact on area roadways and adjacent intersections than the existing concrete plant. Moreover, the facility’s peak periods of traffic generation will not conflict with

existing area traffic. With respect to noise generation, as noted in Applicant's response to Statement 4, above, the sound levels emanating from the site as compared to the concrete plants (and many other heavy manufacturing permitted uses) are anticipated to be lower, of less duration, and intermittent. Moreover, the landscaping, fence and walls will provide a sound buffer from the homes, all of which are more than 150 feet at their nearest point from the nearest bus parking stall. In terms of fumes or odors, First Student operates a school bus fleet that must meet or exceed State of Illinois emissions standards. All maintenance and repair activities will occur within the maintenance area portion of the building located at the north end of the property.

8. *The proposed conditional use provides vehicular access to the property designed that does not create an interference with traffic on surrounding public thoroughfares.*

Response: The proposed access drive is wide enough to provide one inbound lane and two outbound lanes. According to KLOA's Summary Traffic Evaluation, the access drive will be adequate to accommodate the projected inbound and outbound movements.

9. *The proposed conditional use does not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance.*

Response: There are no natural, scenic or historic features of importance on or adjacent to the property.

10. *The proposed conditional use complies with all additional regulations in this title specific to the conditional use requested.*

Response: The livery service use for a school bus maintenance, dispatch and parking facility is not subject to any additional regulations specific to a livery service use.

1. *Hardship: No variation shall be granted pursuant to this subsection H unless the applicant shall establish that carrying out the strict letter of the provisions of this title would create a particular hardship or a practical difficulty.*

Responses:

- a. Off Street Parking Spaces: The Applicant seeks a variation for 16 on-site parking spaces where 31 are required for a 7,555 square foot existing office building. The off street parking spaces meet Standard 1 because Applicant has limited areas in which to provide employee parking adjacent to the building, due to the location and orientation of the existing building on the lot, and due to the location of service bay doors on the south and west elevations.
- b. Parking Lot Landscaping – Quantity of Trees: The Applicant seeks a variation from Section 12-10-8.A.2 to allow 85 interior shade trees, where 161 are required. The applicant has proposed a total of 125 trees, providing a combination of 85 shade, 24 ornamental and 16 evergreen. A combination of tree types provides greater visual interest year round. A substantial portion of the site is under ComEd high tension wires. ComEd regulations restrict the height and type of trees that can be planted underneath their structures and within their easement area. The proposed interior parking lot trees meet Standard 1 because of the ComEd constraint.
- c. Parking Lot Landscaping – Location of Landscaped Areas: The Applicant requests a variation from the provisions of Section 12-10-8.A.2 which requires that landscape areas shall be located at the end of every parking row and after every 30 spaces within a row. The lack of trees at the endcaps of two bus parking rows nearest the building and the spacing of landscape islands in between a row of 34 spaces to the south and 27 spaces to the north meets Standard 1 because of the ComEd constraint.
- d. Perimeter Parking Lot Landscaping: The Applicant requests a variation from the provisions of Section 12-10-8.B.3 to 4 perimeter shade trees, where 7 are required, and to allow the size and dimension of the perimeter parking lot landscape area adjacent to Wolf Road, as indicated on Applicant's landscape plan. The proposed perimeter parking lot landscaping meets Standard 1 because the majority of the area in which parking lot landscaping could be located is within the restricted ComEd area, thereby limiting the area available for perimeter parking lot landscaping in the yard adjacent to the public street.
- e. Foundation Landscaping: The proposed foundation landscaping meets Standard 1 because there are limited areas in which to provide foundation landscaping, due to the existing building size and location on the property in relation to the entry drive, and the proposed parking areas. No foundation landscaping can be planted on the north side of the building because the building has no north setback from the property line.
 - i. Additionally, the Applicant argues that a variation from Section 12-10-10 is not required because section 12-10-10.A "Applicability" states that foundation landscaping is only applicable to "new construction" and the Applicant's proposal is not new construction, it is a reuse of an existing building.

- f. Fence Screening: The use of chain link fence along the west and southeast perimeters meets Standard 1 because those perimeters do not abut residential districts or uses, and because the west side is already screened by a masonry wall that exceeds 8' in eight, and the southeast perimeter is heavily screened by existing foliage on the property and within the railroad right of way.
- i. Additionally, the Applicant argues that a variation from Sec. 12-7-4.E.d is not required because no portion of the subject property "abuts" a residential district or use. The property is bounded on all sides either by rail road right of way (west and south/southeast), public road right of way (Wolf Road), and property zoned M-2 manufacturing district. To "abut" is to be physically contiguous. If two properties are separated by right of way, they do not "abut" one another. The City zoning map establishes that streets and railroad right of way are not classified in any zoning district; consequently, the railroad right of way separates the subject property in the M-2 district from the R-1 residential neighborhoods to the west and southeast.
2. *Unique Physical Condition: The subject lot is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure, or sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject lot that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot.*

Responses:

- a. Off Street Parking Spaces: The off street parking spaces meet Standard 2 because the Applicant is repurposing an existing office and maintenance building. The existing building has several service bays on the south and west elevations which limit the areas adjacent to the building in which to locate employee parking. Parking areas can only be located on the east side of the building. Parking areas should be adjacent to the building and separated from bus maintenance areas and associated drive aisles, whenever possible.
- b. Parking Lot Landscaping – Quantity of Trees: The quantity of trees meets Standard 2 because of the unique condition of ComEd's restrictions on the height of trees and structures under its high tension wires.
- c. Parking Lot Landscaping – Location of Landscaped Areas: The parking lot landscaping meets Standard 2 because of the unique condition of the ComEd restrictions.
- d. Perimeter Parking Lot Landscaping: The proposed perimeter parking lot landscaping meets Standard 2 because the majority of the area in which parking lot landscaping could be located is within the restricted ComEd area, thereby limiting the area available for perimeter parking lot landscaping in the yard adjacent to the public street.
- e. Foundation Landscaping: The proposed foundation landscaping meets Standard 2 because there are limited areas in which to provide foundation landscaping, due to the

existing building size and location on the property in relation to the entry drive, and the proposed parking areas.

- f. Fence Screening: The use of chain link fence meets Standard 2 because the west and southeast sides are already effectively screened by a masonry wall and vegetation and the proposed fence is intended to secure the entire perimeter.

- 3. *Not Self-Created: The aforesaid unique physical condition is not the result of any action or inaction of the owner or its predecessors in title and existed at the time of the enactment of the provisions from which a variance is sought or was created by natural forces or was the result of governmental action, other than the adoption of this title.*

Responses:

- a. Off Street Parking Spaces: The off street parking spaces meet Standard 3 because the building is an existing condition.
- b. Parking Lot Landscaping – Quantity of Trees: The quantity of trees meets Standard 3 because the ComEd high tension wires are an existing condition.
- c. Parking Lot Landscaping – Location of Landscaped Areas: The parking lot landscaping meets Standard 3 because the existing ComEd limitations prevent the planting of trees within the endcap islands located nearest to the building.
- d. Perimeter Parking Lot Landscaping: The proposed perimeter parking lot landscaping meets Standard 3 because the majority of the area in which parking lot landscaping could be located is within the restricted ComEd area, thereby limiting the area available for perimeter parking lot landscaping in the yard adjacent to the public street.
- e. Foundation Landscaping: The proposed foundation landscaping meets Standard 3 because there are limited areas in which to provide foundation landscaping, due to the existing building size and location on the property in relation to the entry drive, and the proposed parking areas.
- f. Fence Screening: The use of chain link fence meets Standard 3 because the masonry wall on the west side and vegetation on the southeast side are existing conditions.

- 4. *Denied Substantial Rights: The carrying out of the strict letter of the provision from which a variance is sought would deprive the owner of the subject lot of substantial rights commonly enjoyed by owners of other lots subject to the same provision.*

Responses:

- a. Off Street Parking Spaces: The off street parking spaces meet Standard 4 because the Applicant and tenant can provide enough parking on site for the actual number of office and maintenance staff (20-25), through the use of 16 off street parking spaces and up to 4 “flex spaces”. The Applicant proposes 16 dedicated parking spaces for personal vehicles, where 31 are required by code based on the size of area devoted to office use. The actual number of employees on site at any one time (not including bus drivers) will be 20 to 25, including office workers and maintenance workers. On any given day, some, but not all, of the 8 bus parking stalls located at the northwest corner of the site

nearest to the building would ordinarily be used for staging of buses that are in queue for maintenance. Although this area will be striped for 8 bus stalls, First Student, the tenant, has designated that area for “flex” parking such that maintenance employees who work the same shift will stack their vehicles in the same bus parking stall. In this manner, all First Student employees will have parking spaces available each day.

- b. Parking Lot Landscaping – Quantity of Trees: The quantity of trees meets Standard 4 because the Applicant is providing landscape area in excess of the minimum requirement, yet the number of trees which can be located within the landscape area is limited by the requirements of spacing trees so that they do not overcrowd as they mature. The Applicant is providing substantial quantities of trees throughout the site, including along the rear west property line that is adjacent to rail road right of way in an area that is screened by a tall masonry wall.
 - c. Parking Lot Landscaping – Location of Landscaped Areas: The parking lot landscaping meets Standard 4 because the variations sought are minor departures from the strict requirements regarding island spacing and location.
 - d. Perimeter Parking Lot Landscaping: The proposed perimeter parking lot landscaping meets Standard 4 because the majority of the area in which parking lot landscaping could be located is within the restricted ComEd area, thereby limiting the area available for perimeter parking lot landscaping in the yard adjacent to the public street. To require additional trees within the perimeter parking lot landscape area would necessitate removal of employee parking spaces.
 - e. Foundation Landscaping: The proposed foundation landscaping meets Standard 4 because increasing the foundation landscape areas would reduce the number of parking spaces adjacent to the site.
 - f. Fence Screening: The use of chain link fence meets Standard 4 because the use of solid material would only be applicable if the property were abutting a residential zoning district or use.
5. *Not Merely Special Privilege:* *The alleged hardship or difficulty is neither merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely the inability of the owner to make more money from the use of the subject lot.*

Responses:

- a. Off Street Parking Spaces: The off street parking spaces meet Standard 5 because neither the Applicant nor its tenant are seeking to enjoy a special privilege or right. Rather, the Applicant is seeking to repurpose an existing building and enable an efficient utilization of the building and site for the intended use of school bus dispatch and maintenance facility.
- b. Parking Lot Landscaping – Quantity of Trees: The quantity of trees meets Standard 5 because neither the Applicant nor its tenant are seeking to enjoy a special privilege or right. Rather, the Applicant is seeking to provide trees in a quantity that meets the spirit and intent of the tree requirements within constraints that are imposed by the ComEd utility lines and existing conditions.

- c. Parking Lot Landscaping – Location of Landscaped Areas: The parking lot landscaping meets Standard 5 because neither the Applicant nor its tenant are seeking to enjoy a special privilege or right. Rather, the Applicant is balancing the practical needs of providing a cohesive interior parking lot layout that will facilitate the safe and efficient movement of vehicles throughout the site with the letter of the landscape code.
 - d. Perimeter Parking Lot Landscaping: The proposed perimeter parking lot landscaping meets Standard 5 because neither the Applicant nor its tenant are seeking to enjoy a special privilege or right. The Applicant has proposed perimeter parking lot landscaping to the extent available under the existing site constraints, as noted in response to Standard 1.
 - e. Foundation Landscaping: The foundation landscaping meets Standard 5 because the Applicant is seeking to repurpose an existing building and enable an efficient utilization of the building and site for the intended use of school bus dispatch and maintenance facility.
 - f. Fence Screening: The use of chain link fence meets Standard 5 because the Applicant is asking to be held to the same standard as other property owners whose properties do not abut residentially zoned districts or residential uses.
6. *Title And Plan Purposes: The variation would not result in a use or development of the subject lot that would be not in harmony with the general and specific purposes for which this title and the provision from which a variation is sought were enacted or the general purpose and intent of the comprehensive plan.*

Responses:

- a. Off Street Parking Spaces: The off street parking spaces meet Standard 6 because the reduction in parking spaces would not have any adverse effect on the use or development of the property. The Applicant and tenant can provide parking on site for all office and maintenance employees, through the use of the 16 designated parking spaces and several “flex space” parking areas, as detailed in the response to Standard 4, above.
- b. Parking Lot Landscaping – Quantity of Trees: The quantity of trees meets Standard 6 because the total number of trees would meet the quantity of trees required, if the area of the site that falls within the ComEd easement is deducted from the calculation. The ComEd area is approx. 79,925 sf equating to 3,996 sf of green space and 40 trees. If the ComEd area were excluded, only 121 trees would be required, where Applicant is proposing 125 trees.
- c. Parking Lot Landscaping – Location of Landscaped Areas: The parking lot landscaping variances meet Standard 6 because the overall location of landscape areas meets the code requirements and the variances do not materially affect the overall appearance or quantity of parking lot landscaping.
- d. Perimeter Parking Lot Landscaping: The proposed perimeter parking lot landscaping meets Standard 6 because the amount of landscaping meets the intent and spirit of the landscaping code requirements.

- e. Foundation Landscaping: The foundation landscaping meets Standard 6 because the Applicant is providing as much foundation landscaping as feasible given the existing building and site constraints and the need to provide off street parking spaces. Applicant reiterates its objection previously stated in response to Standard 1, that Section 12-10-10 is not applicable to Applicant's proposed use and redevelopment of the subject property.
- f. Fence Screening: The use of chain link fence meets Standard 6 because the fence material on the west and southeast sides is consistent with the intent and purposes of the City's fence regulations.

7. *No Other Remedy: There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject lot.*

Responses:

- a. Off Street Parking Spaces: The parking spaces meet Standard 7 because the physical attributes of the existing building size and location in relation to property lines and access drive have limited the areas in which parking spaces may be located.
- b. Parking Lot Landscaping – Quantity of Trees: The quantity of trees meets Standard 7 because the Applicant has provided a significant number of trees throughout the parking lot, and the proposed quantity of trees meets the required number of trees under a "net" area calculation that deducts the ComEd area, as explained in the response to Standard 6, above.
- c. Parking Lot Landscaping – Location of Landscaped Areas: The parking lot landscaping variance for the one landscape island and two endcaps meets Standard 8 because these are minor variations within the context of an 8 acre site that is principally used as a parking lot. The one landscape island variance allows for uniform design in the row. The endcap planting variances are necessary to allow for drive aisle clearance in the vicinity of the building.
- d. Perimeter Parking Lot Landscaping: The proposed perimeter parking lot landscaping meets Standard 7 because there is limited space in which to provide additional landscaping.
- e. Foundation Landscaping: The foundation landscaping meets Standard 7 because the Applicant cannot relocate the building or provide parking in an alternate location. The location and size of foundation landscaping is limited to the areas proposed by Applicant.
- f. Fence Screening: The use of chain link fence meets Standard 7 because a solid fence is not required due to the property not abutting residential uses, as explained in the response to Standard 1.

8. *Minimum Required: The requested variation is the minimum measure of relief necessary to alleviate the alleged hardship or difficulty presented by the strict application of this title.*

Responses:

- a. Off Street Parking Spaces: The parking spaces meet Standard 8 because all employees will have parking available on site, either in the 16 designated spaces or in

nearby “flex spaces”. The Applicant proposes 16 dedicated parking spaces for personal vehicles, where 31 are required by code based on the size of area devoted to office use. The actual number of employees on site at any one time (not including bus drivers) will be 20 to 25, including office workers and maintenance workers. On any given day, some, but not all, of the 8 bus parking stalls located at the northwest corner of the site nearest to the building would ordinarily be used for staging of buses that are in queue for maintenance. Although this area will be striped for 8 bus stalls, First Student, the tenant, has designated that area for “flex” parking such that maintenance employees who work the same shift will stack their vehicles in the same bus parking stall. In this manner, all First Student employees will have parking spaces available each day.

- g. Parking Lot Landscaping – Quantity of Trees: The quantity of trees meets Standard 8 because the Applicant has proposed a significant number of trees throughout the parking lot, and the proposed quantity of trees meets the required number of trees under a “net” area calculation that deducts the ComEd area.
- b. Parking Lot Landscaping – Location of Landscaped Areas: The parking lot landscaping variance for the one landscape island and two endcaps meets Standard 8 because these are minor variations within the context of an 8 acre site that is principally used as a parking lot.
- c. Perimeter Parking Lot Landscaping: The proposed perimeter landscaping meets Standard 8 because it requests the minimum relief needed and provides the maximum amount of landscaping that can be planted in the available area.
- d. Foundation Landscaping: The foundation landscaping meets Standard 8 because the Applicant is providing as much foundation landscaping as is feasible, given the existing constraints.
- h. Fence Screening: The use of chain link fence meets Standard 8 because Applicant is utilizing an acceptable fence material to provide perimeter security. Moreover, a solid fence is not required due to the property not abutting residential uses, as explained in the response to Standard 1.

580 S. Wolf Road - Variations Requested

1. Off-Street Parking Spaces. The Applicant requests a variation from the provisions of Section 12-9-7 to permit 16 on site off-street automobile parking spaces, where 31 are required for a 7,555 gross square foot existing office building.
2. Parking Lot Landscaping – Quantity of Trees. The Applicant requests a variation from the provisions of Section 12-10-8.A.2 to allow 125 interior trees, where 161 are required, of which 85 are shade trees.
3. Parking Lot Landscaping – Location of Landscaped Areas. The Applicant requests a variation from the provisions of Section 12-10-8.A.2 which requires that landscape areas shall be located at the end of every parking row and after every 30 spaces within a row. The Applicant requests relief to allow for the landscape area to bisect the westernmost row of bus parking stalls such that 34 parking spaces are located to the south and 27 to the north of the landscape island. The Applicant also requests relief to eliminate landscape areas at the north ends of the two sets of bus parking rows nearest the south end of the existing office building.
4. Perimeter Parking Lot Landscaping. The Applicant requests a variation from the provisions of Section 12-10-8.B.3 to 4 perimeter shade trees, where 7 are required, and to allow the size and dimension of the perimeter parking lot landscape area adjacent to Wolf Road, as indicated on Applicant's landscape plan.
5. Foundation Landscaping. The Applicant requests a variation from the provisions of Section 12-10-10 to provide the foundation landscaping around the existing building, as indicated on Applicant's landscape plan, to legalize the non-conformity of the existing building foundation landscaping.
6. Fence Screening. The Applicant requests a variation from the provisions of Article 12, Section 10 to allow for the installation of security fencing around the parking area, consisting of a 6' solid wood fence along the Wolf Road frontage and a 6' chain link fence along the south, west and north perimeter property lines.
7. Other. The Applicant requests approval of such other variations as may be necessary to accomplish the redevelopment and use of 580 S. Wolf Road in accordance with the Applicant's plans as a livery service facility for school bus dispatch office and maintenance within an existing building, and school bus parking and storage.

Aerial Location Map with Zoning: 580 S Wolf



VICINITY MAP

GOLF RD (RT 58)

MT PROSPECT RD

WOLF RD

THACKER ST

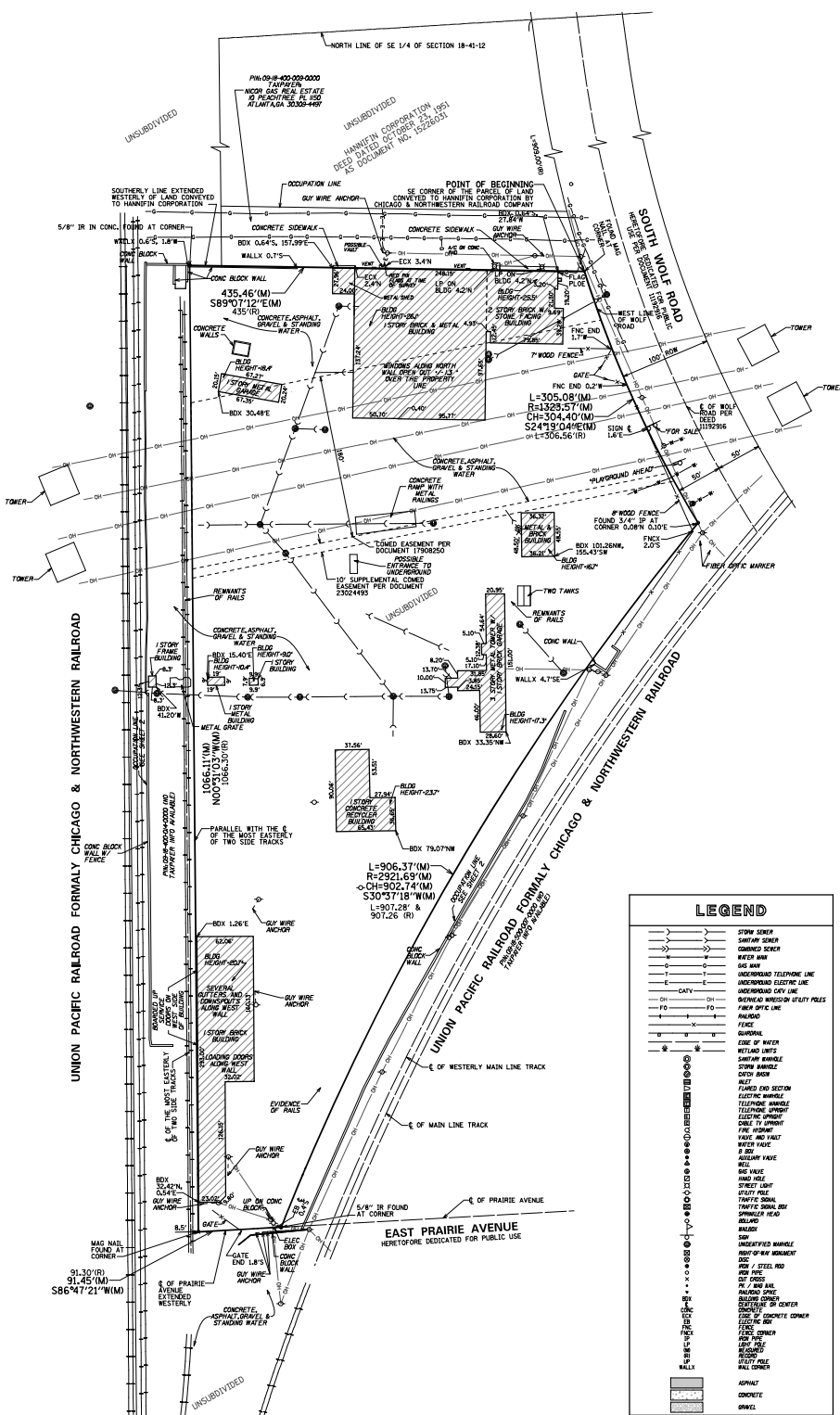
PROJECT LOCATION

N.T.S.

SCALE 1" = 60'

0 60 120

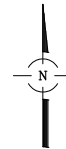
BASIS OF BEARINGS:
TRUE NORTH BASED ON GEODETIC
OBSERVATION IN EAST ZONE



Page 21 of 28

DATE: 07/24/2018
JOB NO: 1428
FILENAME:
1428.02ALTA-01
SHEET

A.L.T.A./N.S.P.S. LAND TITLE SURVEY



SCALE 1" = 80'
0 60 120

BASIS OF BEARINGS:
TRUE NORTH BASED ON GEODETIC
OBSERVATION IL EAST ZONE

PROPERTY DESCRIPTION:
SEE SHEET 1 OF 2 FOR NOTES AND LEGEND.

SPACECO UAV
AERIAL IMAGE
DATE OF FLIGHT 5/13/2021



PREPARED FOR:
LAFARGEHOLCIM
1300 SOUTH ILLINOIS ROUTE 31
SOUTH ELGIN, IL 60177

REVISIONS:
08/14/2018
09/11/2018
06/17/2019 UPDATE
05/06/2021 UPDATE



CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS
9575 W. Higgins Road, Suite 700 Rosemont, Illinois 60018 Phone: (847) 696-4060 Fax: (847) 696-4064

DATE: 07/24/2016
JOB NO: 1428
FILENAME: 1428_02ALTA-01
SHEET 2 OF 2

580 S. Wolf Road
Des Plaines, Illinois



October 8, 2021

1. Introduction

This report summarizes the methodologies, results, and findings of a traffic impact study conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for a proposed bus storage facility to be located at 580 S. Wolf Road in Des Plaines, Illinois. The site, which was previously occupied by a concrete plant, is located on the west side of Wolf Road at Wieboldt Drive. As proposed, First Student Bus Company will occupy the site and will operate a bus storage and maintenance facility. Access to the facility will continue to be provided via an existing access drive off Wolf Road.

The purpose of this study was to examine background traffic conditions, assess the impact that the proposed facility will have on traffic conditions in the area, and determine if any roadway or access improvements are necessary to accommodate the traffic generated by the proposed facility.

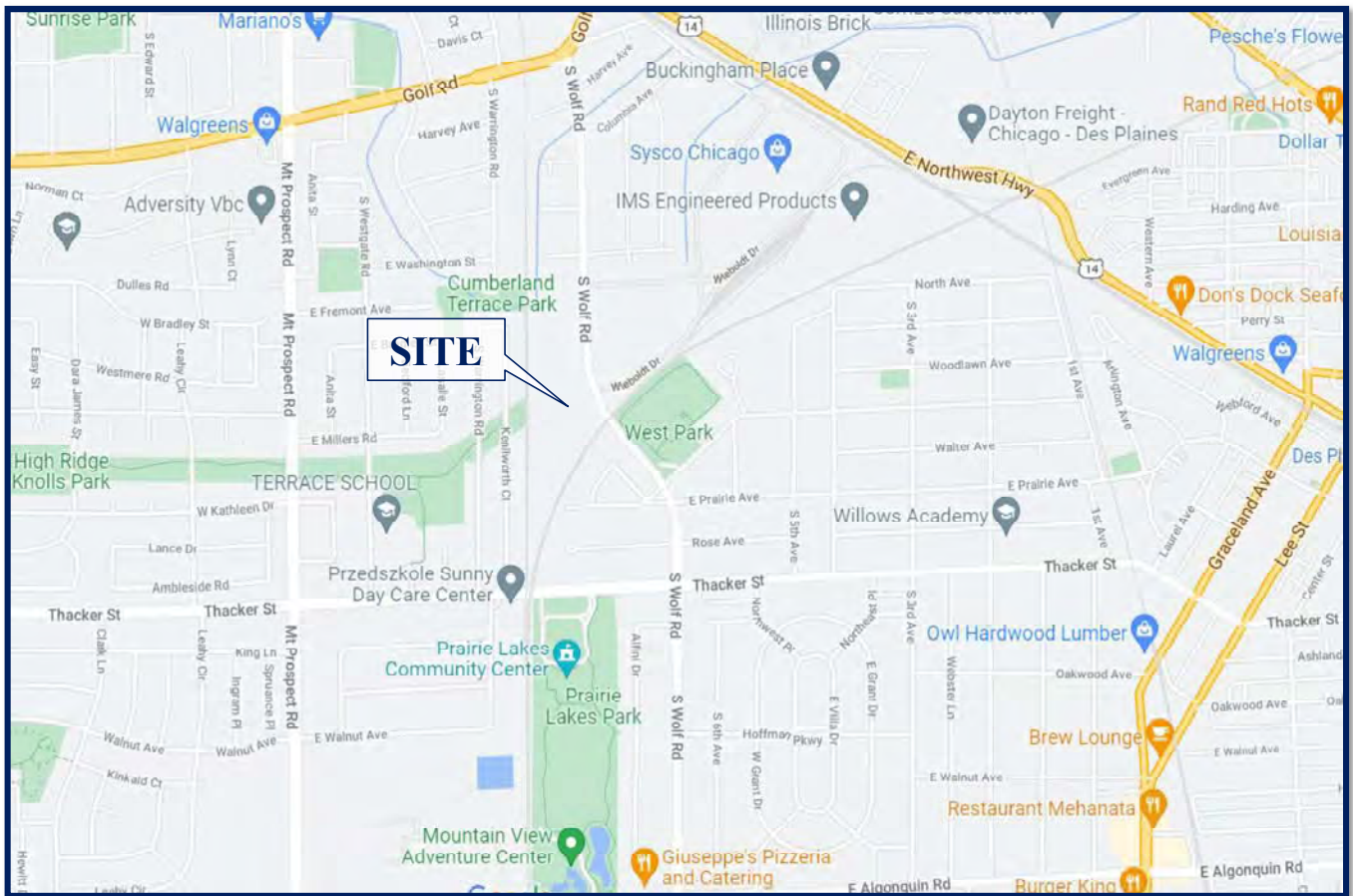
Figure 1 shows the location of the site in relation to the area roadway system. **Figure 2** shows an aerial view of the site.

The sections of this report present the following:

- Existing roadway conditions
- A description of the proposed facility
- Directional distribution of the facility traffic
- Vehicle trip generation for the facility
- Future traffic conditions including access to the facility
- Traffic analyses for the weekday morning and weekday evening peak hours of operation
- Recommendations with respect to adequacy of the site access and adjacent roadway system

Traffic capacity analyses were conducted for the weekday morning and weekday evening peak hours for the following conditions:

1. Existing Conditions – Analyze the capacity of the existing roadway system using existing peak hour traffic volumes in the surrounding area.
2. Projected Conditions – Analyze the capacity of the future roadway system using the projected traffic volumes that include the existing traffic volumes, ambient traffic growth, and the traffic estimated to be generated by the buildout of the proposed facility.



Site Location

Figure 1

*Proposed Bus Storage Facility
Des Plaines, Illinois*





Figure 2

*Proposed Bus Storage Facility
Des Plaines, Illinois*



2. Existing Conditions

Existing transportation conditions in the vicinity of the site were documented based on field visits conducted by KLOA, Inc. in order to obtain a database for projecting future conditions. The following provides a description of the geographical location of the site, physical characteristics of the area roadway system including lane usage and traffic control devices, and existing peak hour traffic volumes.

Site Location

The site, which was formerly occupied by a concrete plant, is located on the west side of Wolf Road at Wieboldt Drive approximately one half mile south of Golf Road. Land uses in the vicinity of the site are general office to the north, industrial/warehouse to the east and single-family residential to the west and south.

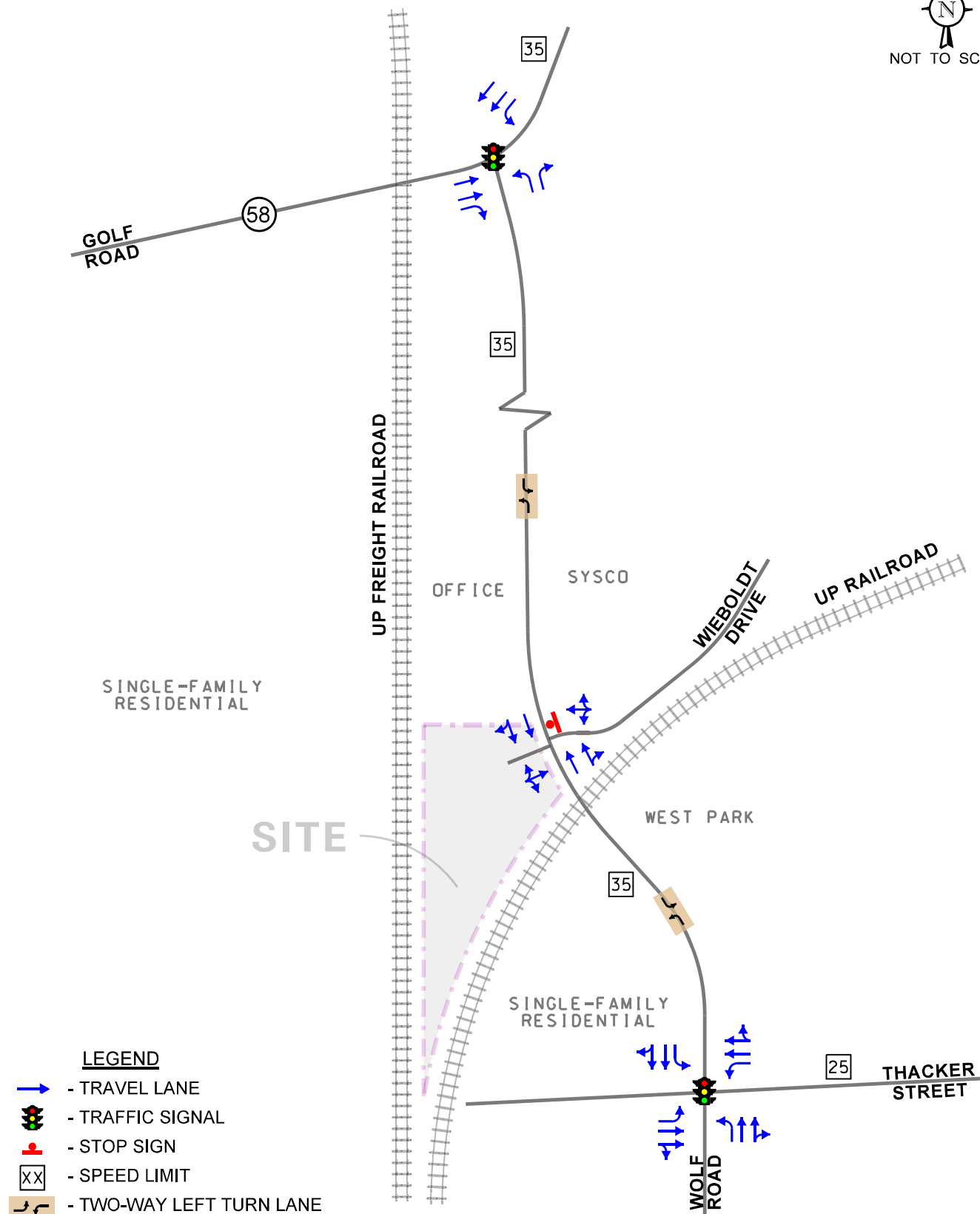
Railroad Crossing

The Union Pacific at-grade crossing with Wolf Road is located approximately 235 feet south of the site's access drive. Based on information found in the Illinois Commerce Commission (ICC) website, the tracks carry an average of six daily freight trains. No passenger trains utilize these tracks. It is important to note that unlike passenger railroad tracks, there is no scheduled crossing times for these freight trains and they could cross Wolf Road at any time. Lastly, based on ICC data, only one accident has been reported in the last five years at the at-grade crossing.

Existing Roadway System Characteristics

The characteristics of the existing roadways near the development are described below. **Figure 3** illustrates the existing roadway characteristics.

Golf Road (Illinois Route 58) is generally an east-west, other principal arterial roadway that provides two lanes in each direction generally divided by a raised median. At its signalized intersection with S. Wolf Road, Golf Road provides two through lanes and an exclusive right-turn lane on the eastbound approach and an exclusive left-turn lane and two through lanes on the westbound approach. Golf Road is under the jurisdiction of the Illinois Department of Transportation (IDOT), carries an annual average daily traffic (AADT) volume of 28,100 vehicles (IDOT 2019), and has a posted speed limit of 35 miles per hour.



First Student
School Bus Storage
Des Plaines, Illinois

Existing Roadway Characteristics



Job No: 21-256

Figure: 3

Wolf Road is a north-south, minor arterial roadway that extends south from Golf Road and provides two lanes in each direction generally divided by a two-way left-turn lane (TWLTL). At its unsignalized intersection with Wieboldt Drive/access drive, Wolf Road provides two through lanes in each direction and a TWLTL. At its signalized intersection with Golf Road, S. Wolf Road provides an exclusive left-turn lane and an exclusive right-turn lane. At its signalized intersection with Thacker Street, Wolf Road provides an exclusive left-turn lane, a through lane and a shared through/right-turn lane. Wolf Road is under the jurisdiction of the Illinois Department of Transportation (IDOT), carries an AADT volume of 9,650 vehicles (IDOT 2018), and has a posted speed limit of 35 miles per hour.

Wieboldt Drive is an east-west two-lane private drive that provides access to two Sysco warehouses and IMS Engineered Products. At its unsignalized intersection with Wolf Road, Wieboldt Drive is wide enough to provide one inbound lane and two outbound lanes. Outbound movements are under stop sign control.

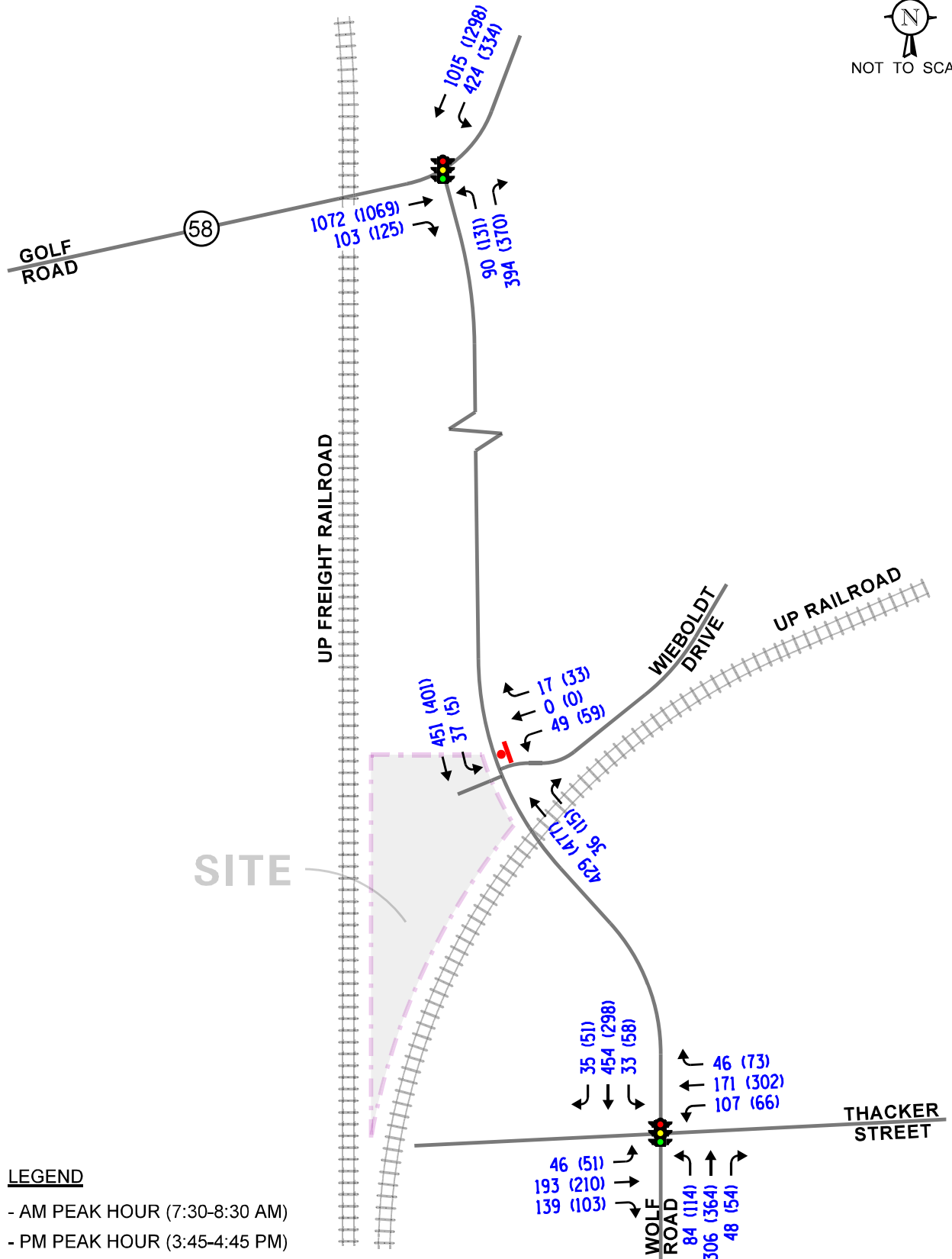
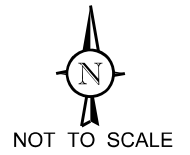
Thacker Street is an east-west minor arterial/major collector that provides two lanes in each direction. At its signalized intersection with Wolf Road, Thacker Street provides an exclusive left-turn lane, a through lane, and a shared through/right-turn lane on both approaches. Thacker Street, east of Wolf Road, is under the jurisdiction of the City of Des Plaines. West of Wolf Road, Thacker Street is under the jurisdiction of the Cook County Department of Transportation (CCDOT). Thacker Street carries an AADT volume of 7,800 vehicles (IDOT 2018) and has a posted speed limit of 25 miles per hour.

Existing Traffic Volumes

In order to determine current traffic conditions in the vicinity of the site, KLOA, Inc. conducted peak period traffic counts using Miovision Scout Video Collection Units on Thursday, September 16, 2021 during the weekday morning (7:00 A.M. to 9:00 A.M.) and weekday afternoon (2:00 P.M. to 6:00 P.M.) peak periods at the intersections of Wolf Road with Wieboldt Road and Thacker Street. Previous traffic counts conducted at the intersection of Golf Road with Wolf Road were also utilized.

As the facility operates on a schedule based on the start and end times of area schools, the proposed facility, as described on page 10, will experience its peak traffic operations outside of the peak hours of the adjacent roadway system. As such, the peak hour volumes utilized in the study were based on the operations of the facility and not the adjacent roadway system. The weekday morning peak hour of facility traffic utilized occurs from 7:30 A.M. to 8:30 A.M. and the weekday evening peak hour of facility traffic utilized occurs from 3:45 P.M. to 4:45 P.M.

Figure 4 illustrates the existing traffic volumes at the studied intersections during the peak hours of facility traffic. Copies of the traffic count summary sheets are included in the Appendix.



First Student
School Bus Storage
Des Plaines, Illinois

Existing Traffic Volumes

3. Traffic Characteristics of the Proposed Facility

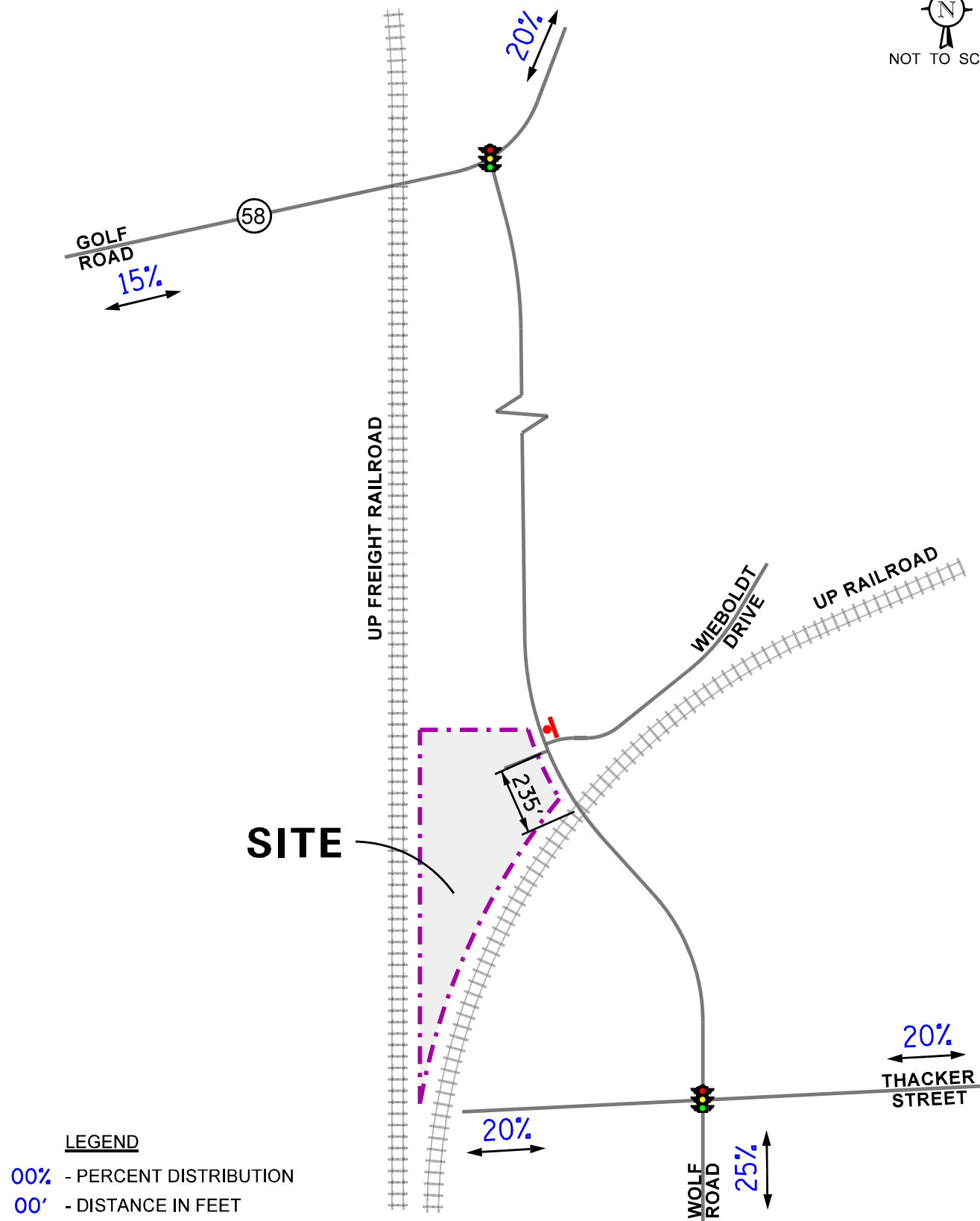
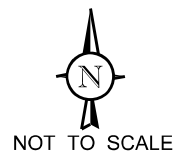
In order to properly evaluate future traffic conditions in the surrounding area, it was necessary to determine the traffic characteristics of the proposed facility, including the directional distribution and volumes of traffic that it will generate.

Proposed Site and Facility Plan

As proposed, the existing facility will be occupied by First Students Bus Company which will operate a bus storage and maintenance facility. The plans call for redeveloping the site to contain a school bus storage facility for 236 buses. The existing 32,800 square-foot building will remain and serve as a dispatch office and maintenance facility. The facility will be staffed by approximately 20 to 25 full time employees, which will be in the office and/or maintenance facility. The facility will typically be open from Monday through Friday (August through June) from 5:30 A.M. to 9:30 A.M. and from 1:00 P.M. to 5:30 P.M. with additional hours for special events. Parking for approximately 16 passenger vehicles will be provided on-site. Access to the facility will be provided via the existing full access drive off Wolf Road.

Directional Distribution

The directions from which employees and buses will approach and depart the site were estimated based on information provided by First Student. **Figure 5** illustrates the directional distribution of the employee and bus traffic.



First Student
School Bus Storage
Des Plaines, Illinois

Estimated Directional Distribution



Job No: 21-256

Figure: 5

Facility Estimated Trip Generation

The number of peak hour trips estimated to be generated by the proposed facility was based on information provided by the operator. Per the provided information, approximately 78 drivers will arrive at the site during the weekday morning between 5:45 A.M. and 7:45 A.M. and then depart in their buses 15 to 20 minutes after arriving. After the drivers perform their morning route, they will return to the site between 8:15 A.M. and 10:00 A.M. and leave in their personal vehicles 10 to 15 minutes later. This process repeats again in the afternoon with approximately 90 drivers arriving at the site between 12:30 P.M. and 3:00 P.M. and returning in their buses between 3:15 P.M. and 5:45 P.M. Furthermore, the facility is anticipated to generate approximately 650 daily trips (buses/personal vehicles).

A majority of the facility-generated traffic will arrive and depart the site during these five periods. Drivers will enter and exit the site throughout the entire period and, as such, will not all access the site during the same peak hour. The following five peak hours represent the highest volume of traffic the facility will generate during a one-hour period as based on the information provided:

- 5:45 A.M. to 6:45 A.M. (74 inbound, 63 outbound)
- 6:00 A.M. to 7:00 A.M. (70 inbound, 74 outbound)
- 7:30 A.M. to 8:30 A.M. (22 inbound, 29 outbound)
- 1:15 P.M. to 2:15 P.M. (75 inbound, 67 outbound)
- 3:45 P.M. to 4:45 P.M. (66 inbound, 69 outbound)

As the first, second and fourth peaks fall outside the typical peak periods of adjacent traffic, they were not included in the study. It is important to note that while the facility generates more traffic during the 6:00 to 7:00 A.M. hour, a review of IDOT 24-hour traffic counts indicate that the traffic volumes along Wolf Road during the 7:30 to 8:30 peak hour are almost double of those during the 6:00 to 7:00 A.M. period. Therefore, the traffic to be generated by the facility during the adjacent roadway peak hour (7:30 to 8:30 A.M.) was utilized. The fifth peak overlaps with the peak hour of the adjacent street (4:30 to 5:30 P.M.) and as such, the 3:45 to 4:45 P.M. peak hour was analyzed. **Table 1** summarizes the trips projected to be generated by the proposed facility during these peak hours.

It is important to note that typically 15 percent of the fleet is parked on site for either maintenance or as spare buses. As such, even though the site has a parking capacity for 236 buses, at maximum deployment, only 200 buses may be in service on the area roads. Furthermore, not all of the buses will enter or exit the facility during the peak hours. Lastly, based on information provided to KLOA, Inc., the non-driver full time staff begin arriving by 5:00 A.M. and leave as the final buses clear routes for the day. As such and given that they arrive before and depart after the peak hours of adjacent roadway, no trip generation was estimated for these employees.

Table 1
PROJECTED SITE-GENERATED TRAFFIC VOLUMES

	Weekday Morning Peak Hour			Weekday Evening Peak Hour				Two-Way Daily Trips		
	In	Out	Total	In	Out	Total		In	Out	Total
Bus Drivers (Personal Vehicles)	6	16	22	8	60	68		163	163	326
Bus Drivers (Buses)	16	13	29	58	9	67		163	163	326
Total Trips	22	29	51	66	69	135		326	326	652

Traffic Generation Comparison

The site, as previously indicated, was formerly occupied by a concrete plant. Based on information provided by the previous operator, below is a summary of the operational characteristics at full capacity:

- Hours of operation: Monday through Friday 6:30 A.M. to 5:00 P.M.
- Occasional Saturday operation from 7:00 A.M. to 2:00 P.M.
- Occasional weeknight jobs/pours shipping material until 7:00 P.M. or later
- 600 daily concrete mixer trucks (300 in and 300 out)
- 36 daily cement trucks
- 250 daily aggregate trucks

Table 2 shows a comparison of the daily trips between the two land uses

Table 2
TRIP GENERATION COMPARISON

Land Use	Daily Trips
Bus Storage Facility	650
Concrete Plant	<u>890</u>
Difference	-240

Based on the above, the amount of daily traffic previously generated by the concrete plant was approximately 890 daily trucks. When this daily traffic volume is compared to the anticipated daily traffic volume of the proposed school bus storage facility, it can be seen that the proposed facility will generate approximately 30 percent (240) less daily traffic than the previous land use.

4. Projected Traffic Conditions

The total projected traffic volumes include the existing traffic volumes, increase in background traffic due to growth, and the traffic estimated to be generated by the proposed subject facility.

Site Traffic Assignment

The estimated weekday morning and evening peak hour traffic volumes that will be generated by the proposed facility were assigned to the roadway system in accordance with the previously described directional distribution (Figure 5). **Figure 6** illustrates the traffic assignment of the total new trips.

Background Traffic Conditions

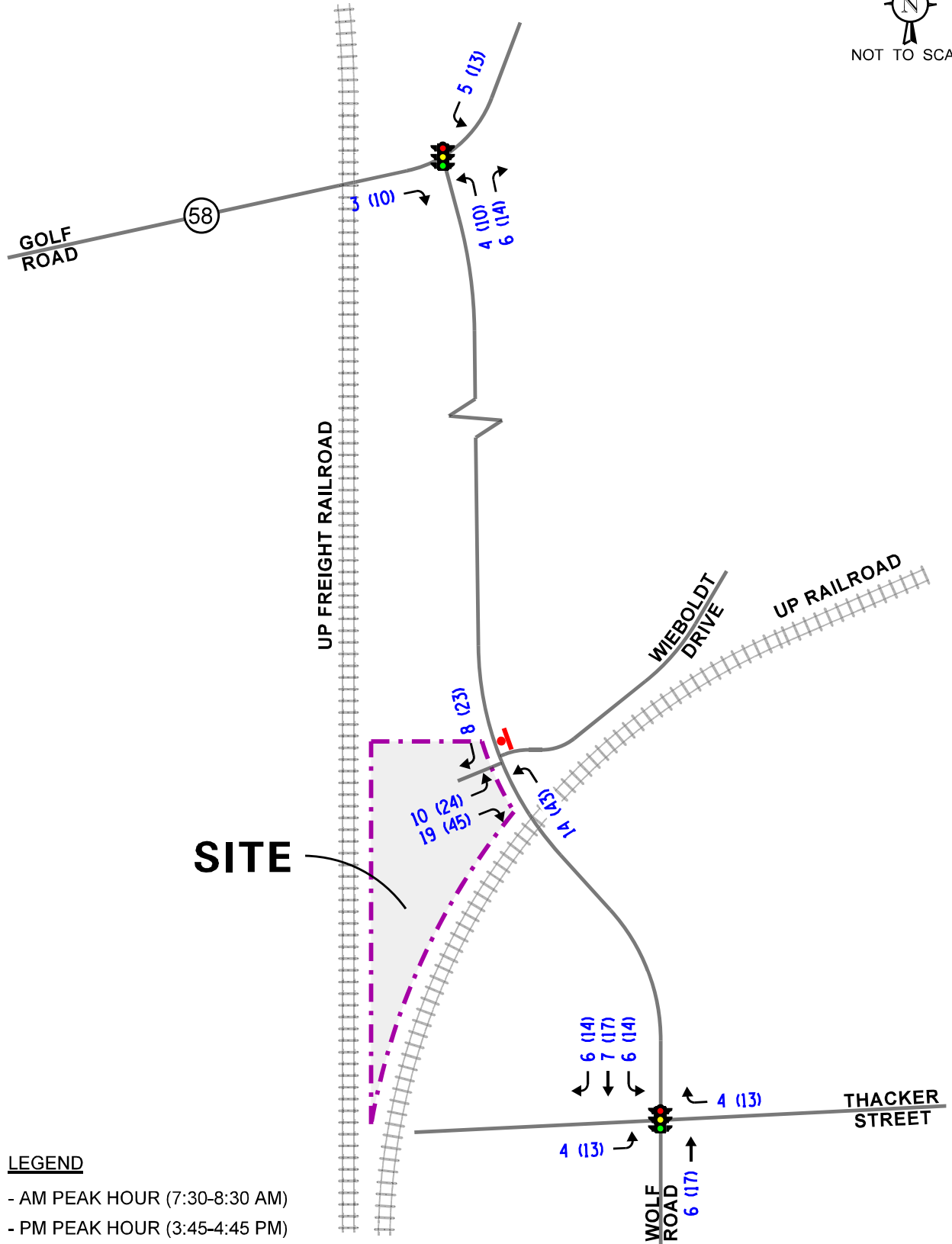
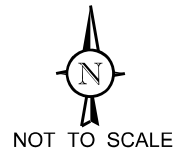
The following additional traffic growth was also included in the projected traffic volumes:

- The traffic projected to be generated by a proposed five-story apartment building with approximately 348 units and an internal parking garage and a 2,000 square-foot fast casual restaurant with a drive-through lane. Access to the development will be provided via a proposed full movement access drive that will form the fourth (north) leg of the signalized intersection of Golf Road with S. Wolf Road and via a right-out only access drive that will replace the existing full-movement access road serving the Metra UPNW Cumberland station.
- The existing traffic volumes (Figure 4) were increased by a regional growth factor to account for the increase in existing traffic related to regional growth in the area (i.e., not attributable to any particular planned development). Based on ADT projections provided by the Chicago Metropolitan Agency for Planning (CMAP), the existing traffic volumes were increased by an annually compounded growth rate of 0.9 percent per year for seven years (buildout year plus five years) for a total of 6.5 percent to project Year 2028 background conditions. A copy of the CMAP 2050 projections letter is included in the Appendix.

The Year 2028 no-build traffic volumes, which include the existing traffic volumes increased by the regional growth factor and the traffic to be generated the approved five-story apartment building and the fast casual restaurant, are illustrated in **Figure 7**.

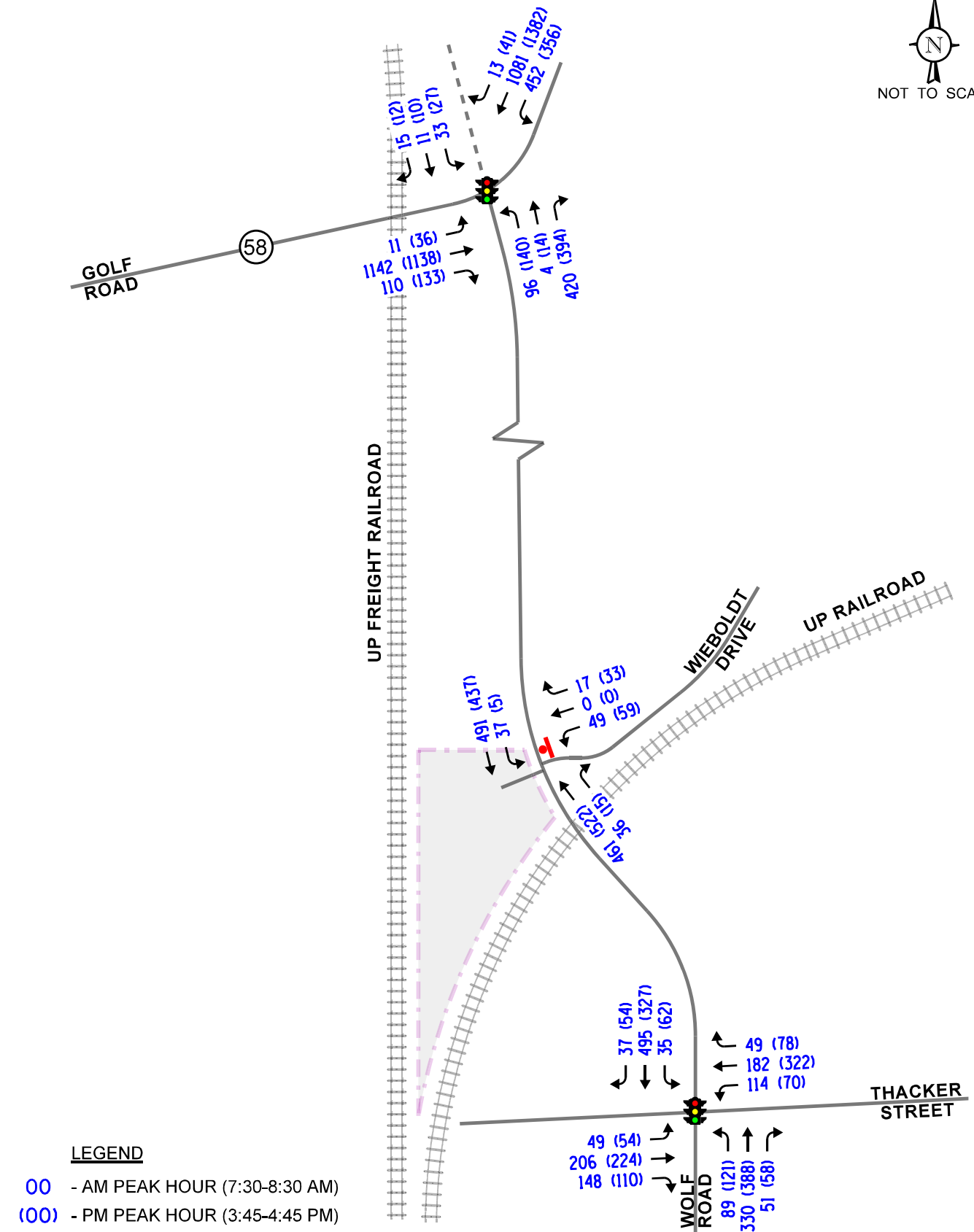
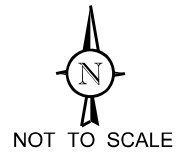
Total Projected Traffic Volumes

The facility-generated traffic (Figure 6) was added to the Year 2028 No-Build traffic volumes to determine the Year 2028 total projected traffic volumes, shown in **Figure 8**.



First Student
School Bus Storage
Des Plaines, Illinois

Estimated Site Traffic Assignment



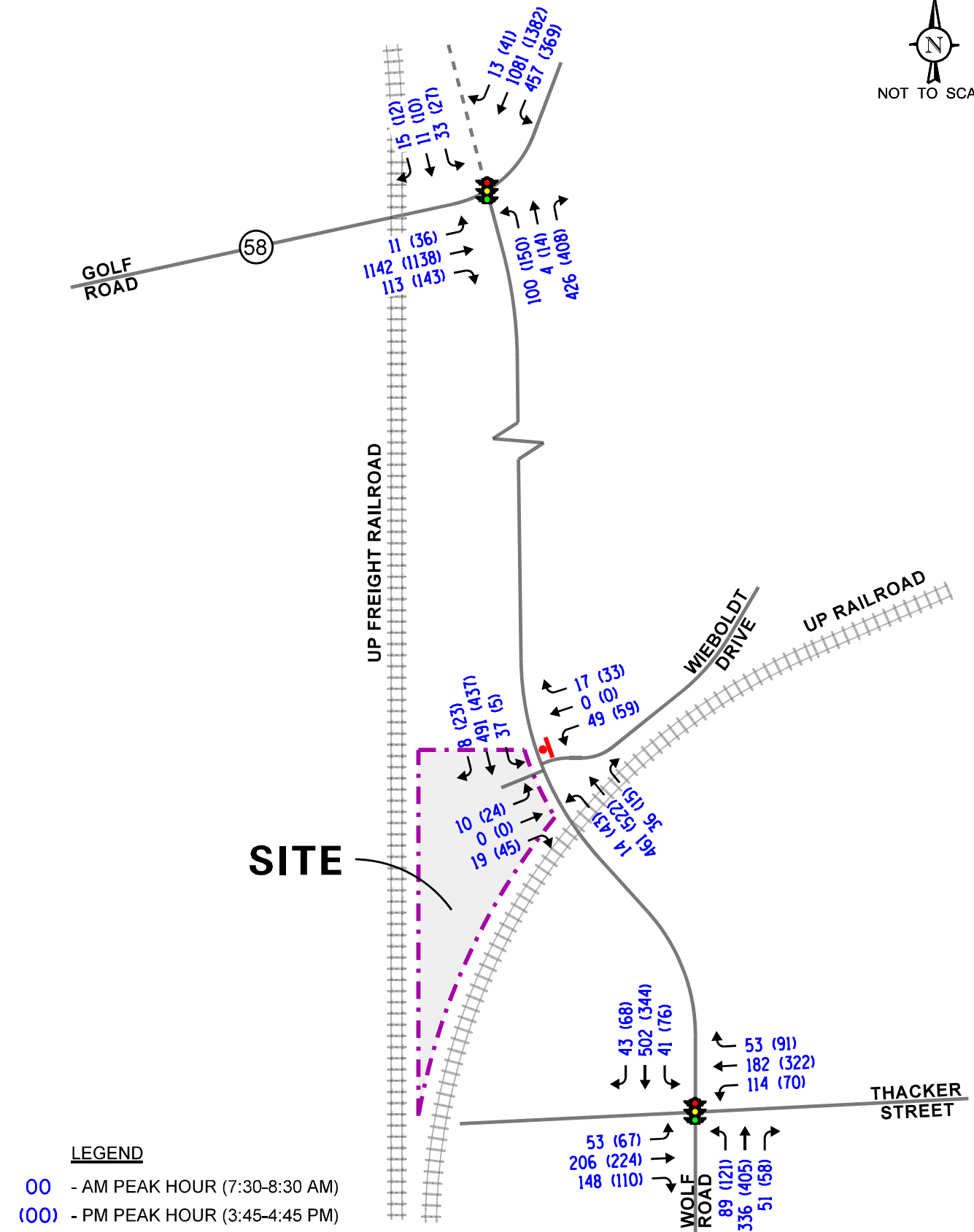
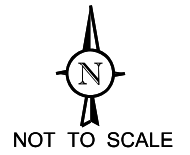
First Student
School Bus Storage
Des Plaines, Illinois

Year 2028 No-Build Traffic Volumes



Job No: 21-256

Figure: 7



First Student
School Bus Storage
Des Plaines, Illinois

Total Projected Traffic Volumes



Job No: 21-256

Figure: 8

5. Traffic Analysis and Recommendations

The following provides an evaluation conducted for the weekday morning and weekday evening peak hours. The analysis includes conducting capacity analyses to determine how well the roadway system and access drives are projected to operate and whether any roadway improvements or modifications are required.

Traffic Analyses

Roadway and adjacent or nearby intersection analyses were performed for the weekday morning and weekday evening peak hours for the existing (Year 2021) and Year 2028 total projected traffic volumes.

The traffic analyses were performed using the methodologies outlined in the Transportation Research Board's *Highway Capacity Manual (HCM)*, 6th Edition and analyzed using the Synchro/SimTraffic 11 software. The analysis for the traffic-signal controlled intersections were accomplished using actual cycle lengths and phasings to determine the average overall vehicle delay and levels of service.

The analyses for the unsignalized intersections determine the average control delay to vehicles at an intersection. Control delay is the elapsed time from a vehicle joining the queue at a stop sign (includes the time required to decelerate to a stop) until its departure from the stop sign and resumption of free flow speed. The methodology analyzes each intersection approach controlled by a stop sign and considers traffic volumes on all approaches and lane characteristics.

The ability of an intersection to accommodate traffic flow is expressed in terms of level of service, which is assigned a letter from A to F based on the average control delay experienced by vehicles passing through the intersection. The *Highway Capacity Manual* definitions for levels of service and the corresponding control delay for signalized intersections and unsignalized intersections are included in the Appendix of this report.

Summaries of the traffic analysis results showing the level of service and overall intersection delay (measured in seconds) for the existing and total projected conditions are presented in **Tables 3** through 7. A discussion of each intersection follows. Summary sheets for the capacity analyses are included in the Appendix.

Table 3
CAPACITY ANALYSIS RESULTS – GOLF ROAD WITH WOLF ROAD – SIGNALIZED

Year 2021 Existing Conditions	Peak Hour	Eastbound			Westbound			Northbound			Southbound			Overall
		L	T	R	L	T	R	L	T	R	L	T	R	
	Weekday Morning Peak Hour	--	B 15.4	A 4.3	D 35.0	A 3.9	--	E 71.7	--	E 66.8	--			
Year 2028 No-Build Conditions	Weekday Morning Peak Hour	B – 14.5			B – 13.0			E – 67.7						
	Weekday Evening Peak Hour	--	B 16.4	A 4.1	C 22.8	A 5.6	--	E 77.1	--	E 59.4	--			B 19.5
	Weekday Evening Peak Hour	B – 15.1			A – 9.1			E – 64.1						
Year 2028 Total Projected Traffic Volumes	Weekday Morning Peak Hour	A 8.8	C 31.5	B 15.2	D 46.0	A 8.5	A 7.1	E 68.4	--	C 32.4	E 68.3	E 57.1	C 27.2	
	Weekday Evening Peak Hour	C – 29.9			B – 19.5			D – 39.3			E – 65.5			
	Weekday Evening Peak Hour	B 11.4	C 34.0	B 16.1	D 45.7	B 16.3	B 10.5	E 59.2	--	C 26.2	D 52.6	D 47.2	C 27.8	
Year 2028 Total Projected Traffic Volumes	Weekday Morning Peak Hour	C – 31.5			C – 22.1			D – 35.5			D – 51.2			
	Weekday Morning Peak Hour	A 8.9	C 31.9	B 15.4	D 47.3	A 8.6	A 7.2	E 69.0		C 32.4	E 67.8	E 56.9	C 27.6	
	Weekday Evening Peak Hour	C – 30.3			C – 20.0			D – 39.6			E – 65.0			
Year 2028 Total Projected Traffic Volumes	Weekday Evening Peak Hour	B 11.6	D 35.4	B 16.7	E 48.3	B 16.5	B 10.6	E 61.0		C 26.1	D 51.1	D 46.1	C 28.7	
	Weekday Evening Peak Hour	C – 32.7			C – 22.9			D – 36.1			D – 49.9			
	Weekday Evening Peak Hour													
Letter denotes Level of Service Delay is measured in seconds.														
L – Left Turns R – Right Turns														
T – Through														

Proposed Bus Storage Facility
Des Plaines, Illinois



Table 4

CAPACITY ANALYSIS RESULTS – WOLF ROAD WITH THACKER STREET – SIGNALIZED

	Peak Hour	Eastbound		Westbound		Northbound		Southbound		Overall
		L	T/R	L	T/R	L	T/R	L	T/R	
Year 2021 Existing Conditions	Weekday Morning Peak Hour	C 23.7	D 42.7	C 27.4	D 35.4	A 9.3	B 14.5	A 8.8	B 17.3	C 24.4
		D – 40.4		C – 32.8		B – 13.5		B – 16.8		
	Weekday Evening Peak Hour	C 26.3	D 43.3	C 27.0	D 44.4	A 9.1	B 14.7	A 8.9	B 16.0	C 27.1
		D – 41.0		D – 41.8		B – 13.4		B – 15.0		
Year 2028 No-Build Conditions	Weekday Morning Peak Hour	C 23.6	D 42.7	C 28.0	D 35.3	A 9.8	B 15.1	A 9.1	B 18.2	C 24.8
		D – 40.4		C – 32.9		B – 14.1		B – 17.6		
	Weekday Evening Peak Hour	C 26.2	D 43.2	C 27.0	D 44.4	A 9.7	B 15.7	A 9.5	B 16.8	C 27.1
		D – 40.8		D – 41.8		B – 14.4		B – 15.7		
Year 2028 Total Projected Traffic Volumes	Weekday Morning Peak Hour	C 23.7	D 42.7	C 28.0	D 35.5	A 9.8	B 15.2	A 9.2	B 18.3	C 24.8
		D – 40.2		C – 33.1		B – 14.2		B – 17.6		
	Weekday Evening Peak Hour	C 27.0	D 42.4	C 26.7	D 44.7	B 10.0	B 16.3	A 9.9	B 17.3	C 27.1
		D – 39.8		D – 42.1		B – 15.0		B – 16.2		
Letter denotes Level of Service Delay is measured in seconds.										
L – Left Turns R – Right Turns T – Through										

Proposed Bus Storage Facility
Des Plaines, Illinois



Table 5

CAPACITY ANALYSIS RESULTS – EXISTING CONDITIONS – UNSIGNALIZED

Intersection	Weekday Morning Peak Hour		Weekday Evening Peak Hour	
	LOS	Delay	LOS	Delay
Wolf Road with Wieboldt Drive				
• Westbound Approach	C	18.3	B	13.1
• Southbound Left Turn	A	9.4	A	9.5
LOS = Level of Service Delay is measured in seconds.				

Table 6

CAPACITY ANALYSIS RESULTS – NO-BUILD CONDITIONS – UNSIGNALIZED

Intersection	Weekday Morning Peak Hour		Weekday Evening Peak Hour	
	LOS	Delay	LOS	Delay
Wolf Road with Wieboldt Drive				
• Westbound Approach	E	37.6	C	18.8
• Southbound Left Turn	A	9.5	A	9.8
LOS = Level of Service Delay is measured in seconds.				

Table 7

CAPACITY ANALYSIS RESULTS – FUTURE CONDITIONS – UNSIGNALIZED

Intersection	Weekday Morning Peak Hour		Weekday Evening Peak Hour	
	LOS	Delay	LOS	Delay
Wolf Road with Wieboldt Drive				
• Westbound Approach	E	43.2	C	24.7
• Southbound Left Turn	A	9.5	A	9.8
• Eastbound Approach	C	15.3	C	17.3
• Northbound Left Turn	B	10.7	B	11.1
LOS = Level of Service Delay is measured in seconds.				

Discussion and Recommendations

The following summarizes how the intersections are projected to operate and identifies any roadway and traffic control improvements necessary to accommodate the facility-generated traffic.

Golf Road with Wolf Road

The results of the capacity analysis indicate that overall the intersection of Golf Road with Wolf Road currently operates at a Level of Service (LOS) C during the weekday morning peak hour and LOS B during the weekday evening peak hour. As can be seen, all movements at the intersection currently operate at LOS E or better during both peak hours. Further, through movements on Golf Road operate at LOS B or better during the peak hours.

Under Year 2028 no-build conditions, and as part of the proposed residential development on the north side of Golf Road, a full movement access drive serving the development will be provided in alignment with Wolf Road forming the fourth (north) leg of this intersection. This access drive will provide one inbound lane and two outbound lanes striped to provide a shared through/left-turn lane and an exclusive right-turn lane. Further, an eastbound left-turn lane and a westbound right-turn lane will be provided on Golf Road serving this access drive and Wolf Road will be restriped to provide a shared through/left-turn lane and an exclusive right-turn lane. Assuming these improvements, this intersection is projected to operate at a LOS C during both peak hours with increases in delay of less than eight seconds.

Under Year 2028 projected conditions, and given the above assumptions, this intersection is projected to continue to operate at LOS C during the weekday morning and weekday evening peak hours with increase in delay of less than one second. In addition, the northbound through/left-turn movement is projected to operate at LOS E or better during the peak hours with 95th percentile queues of less 230 feet, which can be accommodated within the existing turn lane. As such, Golf Road and Wolf Road will be able to continue to operate efficiently even with the addition of the proposed fourth leg and the site generated traffic.

Wolf Road with Thacker Street

The results of the capacity analysis indicate that overall this intersection currently operates at a LOS C during the weekday morning and evening peak hours. Further, all movements operate at LOS D or better during both peak hours. Under Year 2028 no-build conditions, the intersection will continue to operate at the same LOS with increases in delay of less than one second.

Under Year 2028 projected conditions, this intersection is projected to continue to operate at the same overall LOS as under Year 2028 no-build conditions during the weekday morning and evening peak hours with no overall increase in delay. In addition, all movements are projected to continue to operate at LOS D or better during the weekday morning and evening peak hours. As such, this intersection has sufficient reserve capacity to accommodate the traffic estimated to be generated by the proposed facility and no roadway or traffic control improvements will be required.

Wolf Road with Wieboldt Drive/Site Access Drive

Under existing conditions, all of the turning movements at this intersection are operating at LOS C or better during the weekday morning and evening peak hours. Under Year 2028 no-build conditions, westbound approach will operate at a LOS E during the weekday morning peak hour and at a LOS C during the weekday evening peak hour. The LOS E is the result of the anticipated growth in the area and the number of trucks that exit the Sysco facility. However, it is important to note that based on field observations, there are numerous gaps in the through traffic stream that are created by the traffic signals on Wolf Road to the north and south of this access drive. These gaps allow traffic to exit Wieboldt Drive more efficiently than what the results of the capacity analysis indicate.

Under Year 2028 projected conditions, all of the turning movements will operate at a LOS D or better with the exception of Wieboldt Drive which will continue operating at a LOS E. This is not uncommon and as discussed previously, the numerous gaps available in the through traffic stream will allow traffic to exit Wieboldt Drive more efficiently than what the results of the capacity analysis indicate. Further inspection of the capacity analyses indicate that the northbound left-turn lane queue will be less than 50 feet and as such will not spill into the through lanes or extend to the railroad tracks. It is recommended that the exiting striped median south of the access drive be restriped as an exclusive northbound to westbound left-turn lane. No additional geometric or traffic control improvements are necessary in conjunction with the proposed development.

Railroad Crossing/Wolf Road Evaluation

As previously indicated, the access drive to the proposed facility will be located approximately 235 feet north of the at-grade crossing on Wolf Road. Per State law, any school bus (with or without children) approaching a railroad track should display the hazard warning lights, stop within 15 to 50 feet from the tracks, open the driver window and service door, look and listen for an approaching train and then proceed across the tracks.

Based on the data provided by First Student the maximum number of buses expected to exit the facility in one 15-minute period during the 7:30 to 8:30 A.M. and the 3:45 to 4:45 P.M. peak hours will be seven and four, respectively. This low frequency of exiting buses will have a limited impact on the southbound movement of traffic on Wolf Road at its intersection with the railroad crossing especially with the freight trains averaging six crossings per day.

In order to minimize the impact on the Wolf Road/railroad track intersection and whenever possible, buses returning to the site from the south should be directed to instead use Golf Road and approach the facility from the north. With the implementation of this recommendation and coupled with the low utilization of the railroad track, the proposed facility will have a limited impact on the operation of the Wolf Road/railroad track intersection.

6. Conclusion

Based on the preceding analyses and recommendations, the following conclusions have been made:

- The volume of traffic to be generated by the proposed facility will primarily occur outside of the peak hours of adjacent roadway traffic.
- The traffic that will be generated by the proposed facility, including buses, will be distributed over several hours during the morning and afternoon peak periods.
- The concrete plant that previously occupied the site generated more daily traffic and more heavy trucks than what the proposed facility will generate thus having a bigger impact on area roadways than the proposed facility.
- The signalized intersections of Wolf Road with Golf Road and Thacker Street have sufficient reserve capacity to accommodate the traffic estimated to be generated by the proposed facility.
- The proposed access system will be adequate in accommodating the traffic projected to be generated by the facility with limited impact on the external roadway system.
- In order to reduce the impact on the Wolf Road at-grade crossing the following should be considered:
 - Evaluate the travel paths of the school buses to determine if there are any opportunities to reroute them and minimize the number buses that will travel to/from the south on Wolf Road and cross the railroad tracks.
 - Monitor the operations of the facility annually after opening. This would include keeping track of bus departure times and routes of travel throughout the morning period. This should be utilized to determine if any adjustments to the routing and times of departure will be necessary.



Fuel Tank Protective Bollards (typ.)



Existing ADA Ramp



November 3, 2021

John Carlisle
Director of Community Development
Community and Economic Development Department
City of Des Plaines
1420 Miner Street
Des Plaines, IL 60016

**Re: 580 Wolf Road – Case 21-044-CU-V
Supplemental Information Regarding School Bus Route Planning and Adjustments**

Dear Mr. Carlisle,

On behalf of our client the applicant Transport Properties, LLC, and its tenant, First Student, Inc., I write to provide the City with additional information and recommendations regarding First Student's development of school bus routes and its methods for monitoring and adjusting routes in response to traffic conditions. In brief, First Student employs state of the art software coupled with GPS real-time data from each bus to develop, analyze, and monitor school bus routes. Bus dispatchers and drivers are in constant communication during the day, able to make prudent adjustments to the timing of departures and the routing of buses in order to provide safe, efficient and on-time services.

Our traffic consultant, KLOA, prepared a Traffic Impact Study for the proposed school bus facility at 580 S. Wolf Road. The Traffic Impact Study included two suggestions for steps which might be undertaken by the City in the future to evaluate and monitor the impact from the buses on Wolf Road at the at-grade railroad crossing. These two suggestions were adopted by the Planning & Zoning Board as recommended conditions for approval of the requested Conditional Use for a Livery Service Use.

Specifically, the two suggested considerations (adopted by the PZB as recommended conditions of approval) are:

1. "Evaluate the travel paths of the school buses to determine if there are any opportunities to reroute them and minimize the number of buses that will travel to/from the south on Wolf Road and cross the railroad tracks."
2. "Monitor the operations of the facility annually after opening. This would include keeping track of bus departure times and routes of travel throughout the morning period. This should be utilized to determine if any adjustments to the routing and times of departure will be necessary."

First Student is happy to share information with the City if and when requested by the City. However, First Student would not recommend that the City Council adopt these suggestions as

conditions of approval. If adopted as conditions as written, the statements would impose certain annual (or more frequent) obligations on City staff time. First Student is committed to developing – and will create - a thoughtful routing plan for each of the more than 150 buses serving its school district clients that takes into consideration the impacts on the local roads and the communities in proximity to the school bus facility. First Student does this with every facility that it operates. First Student knows how to plan its routes and to control the dispatch of buses, taking into account the characteristics and conditions of the local area road network. Nearby train crossings are a top-of-mind consideration at nearly every First Student facility in metropolitan areas because bus facilities are typically located in industrially-zoned areas that are traversed by freight and/or commuter rail lines. First Student's existing facility at 2100 Busse Road in Elk Grove Village is adjacent to a rail line. The Elk Grove Village facility operates efficiently, even though Busse Road is a divided road which requires that all buses depart southbound, whereas at Wolf Road buses can depart northbound or southbound to more efficiently disperse onto the Wolf Road and the area road network, and buses can be diverted as necessary due to temporary train crossings at Wolf Road.

We hope that this memo demonstrates that First Student uses an intelligent set of tools to analyze route scenarios as it develops, implements and refines its daily school bus deployment with the goal of providing safe and efficient bus services.

First Student Serves the Needs of 4 School Districts in the Des Plaines Area.

First Student is North America's largest bus service company, with a fleet of 44,000 buses and 5 million journeys daily. It has been operating the buses for four elementary and junior high school districts serving Des Plaines and the surrounding communities. From the proposed 580 S. Wolf Road facility, First Student will continue to serve all of the busing needs of four elementary and junior high school districts:

- Des Plaines Community Consolidated School District 62
- Community Consolidated School District 59
- Mount Prospect School District 57
- East Maine School District 63

See Exhibit A for a map indicating the location of the many school buildings served by First Student. 580 S. Wolf Road is indicated by the black pin. This location is centrally located in relation to each of the district facilities and student populations.

Currently, each of the 4 school districts is served by the First Student facility at 2100 Busse Road in Elk Grove Village. That location will be closed at the end of the 2021-2022 school year and 580 S. Wolf will be used for the buses serving those same 4 school districts for the 2022-2023 school year. Specific routes have not yet been developed for the 580 S. Wolf Road facility. See below for an explanation of how bus routes are determined each year.

Here is a breakdown of the number of routes from the Elk Grove Village facility:

- To serve the 12 schools of Des Plaines CCSD 62, First Student runs 57 bus routes.
- To serve the 13 schools of CCSD 59, First Student runs 43 bus routes.
- To serve the 4 schools of Mount Prospect SD 57, First Student runs 9 bus routes.
- To serve the 6 schools of East Main SD 63, First Student runs 43 routes.

See [Exhibits B through E](#) for examples of individual bus routes from each school district, taken from GPS data on October 12, 2021.

Creation of Bus Routes

For its 4 school district clients First Student creates over 150 bus routes prior to the start of every school year. Each school district provides First Student with student addresses or with designated specific pickup and drop off locations. Annual route planning begins in the summer when the schools begin to release enrollment data. Typically, routes are finalized within days of the start of school because school district enrollment continues through early August. Using these inputs and school bell times, along with other factors, First Student develops routes utilizing first-in-class route planning software from VersaTrans in conjunction with FOCUS, a proprietary software created by First Student. The software takes into account several variables, including data on local area road characteristics and conditions, to predict traffic conditions throughout the morning and afternoon periods. From this, the software suggests route options which are further analyzed by First Student's operations team.

For the 2021-2022 school year, morning and afternoon bell times are as follows:

	Jr. High	Elementary
Mount Prospect SD 57	7:45 AM and 2:45 PM	8:50 AM and 3:20 PM
CCSD 59	7:45 AM and 2:50 PM	8:45 AM and 3:35 PM
CCSD 62	8:00 AM and 3:00 PM	9:00 AM and 3:30 PM
East Maine SD 63	8:25 AM and 3:25 PM	7:55 AM and 2:25 PM

As a general rule of thumb, no child should be on a bus for more than one hour. Most routes are intended to be 40-50 minutes in maximum length for any student. Accordingly, as a general matter, buses leave the parking lot no more than an hour prior to the school bell time. Of course, the actual planned departure for any particular bus is also dependent on the time necessary to reach the first bus stop. Nearly all buses run a route that has both junior high and elementary school routes, so a single bus will first complete its junior high route and then perform its elementary school route, before returning to the First Student parking facility. The afternoon routes are conducted in a similar manner.

Bus Dispatch Operations

Each bus has a specified departure time at the beginning of its morning and its afternoon routes. An individual bus driver's departure is coordinated with the dispatch office. Care is taken to spread out the exiting of buses onto the area roads at a reasonable rate.

City staff has been provided detailed data from a date in February 2019 (pre-pandemic) which indicates the actual departure and arrival time for each bus from the facility at 2100 Busse Road in Elk Grove Village. From this data, our traffic consultant KLOA aggregated the raw data into 15-minute increments. See attached [Exhibit F](#) for the actual bus vehicle movements to and from the dispatch facility, aggregated in 15 minute and hourly increments. Analyzing this data and applying it with other factors and assumptions for the 580 S. Wolf Road facility, KLOA concluded that, during peak bus departure and arrival times, the bus traffic generated by the facility will primarily occur outside of the peak hours of adjacent roadway traffic. The actual data from the Elk Grove Village facility demonstrates

that the peak period during which buses exit the facility will not coincide with the peak period of vehicle traffic on Wolf Road. During the bus departure peak hour, it is anticipated that buses will depart at a reasonable rate averaging one bus every 32 seconds during the peak 15 minute interval of that hour, or one bus every 50 seconds during the entire peak hour (28 buses departing between the peak 15 minute period of 6:30 AM to 6:45 AM; 72 buses departing during the peak one hour period from 6:00 AM to 7:00 AM).

Dynamic Dispatch and Route Adjustments

It is of paramount importance to First Student that it safely transport each student to school on time every day and return each student to his or her bus stop on time every day. Careful route planning is an important part of achieving on-time service, and so is the ability to make dynamic adjustments on a daily and momentary basis. Each bus is tracked in real time with onboard GPS so that route performance can be evaluated regularly. If experience indicates that the route as initially planned typically takes longer (or shorter) than scheduled, adjustments can be made if recurrent issues arise. If, for example, at the beginning of a school year a particular bus is consistently late to a bell, appropriate adjustments can be made such as establishing an earlier time for departure from the dispatch facility. First Student is in regular communication with local municipal police and emergency services in order to be able to make adjustments to departure times to account for emergency or special event road closures, for example. Bus drivers are trained to call the dispatch office when they experience a delay, such as a prolonged freight train crossing, so that dispatch can alert other drivers who might be able to adjust their route to avoid the crossing closure.

With respect to the railroad crossing at Wolf Road, KLOA concluded that at peak times during the morning and afternoon departures, the number of buses expected to leave the facility southbound across the train tracks would be 7 buses during the morning 15 minute peak and 4 buses during the afternoon 15 minute peak. Given that buses are dispatched at a controlled rate from the facility, KLOA's projection indicates that buses could exit southbound at a rate of less than one bus per minute. If a train crossing occurs during bus departure, First Student's dispatch office will be able to coordinate with drivers to minimize the impact to students. This may include the diversion of a few buses a few minutes ahead of schedule to take a northbound exit. The KLOA report supports the conclusion that this occasional diversion, similar to other in-the-moment adjustments, will not have any appreciable impact on the normal, acceptable level of service on area roadways and intersections.

Conclusion

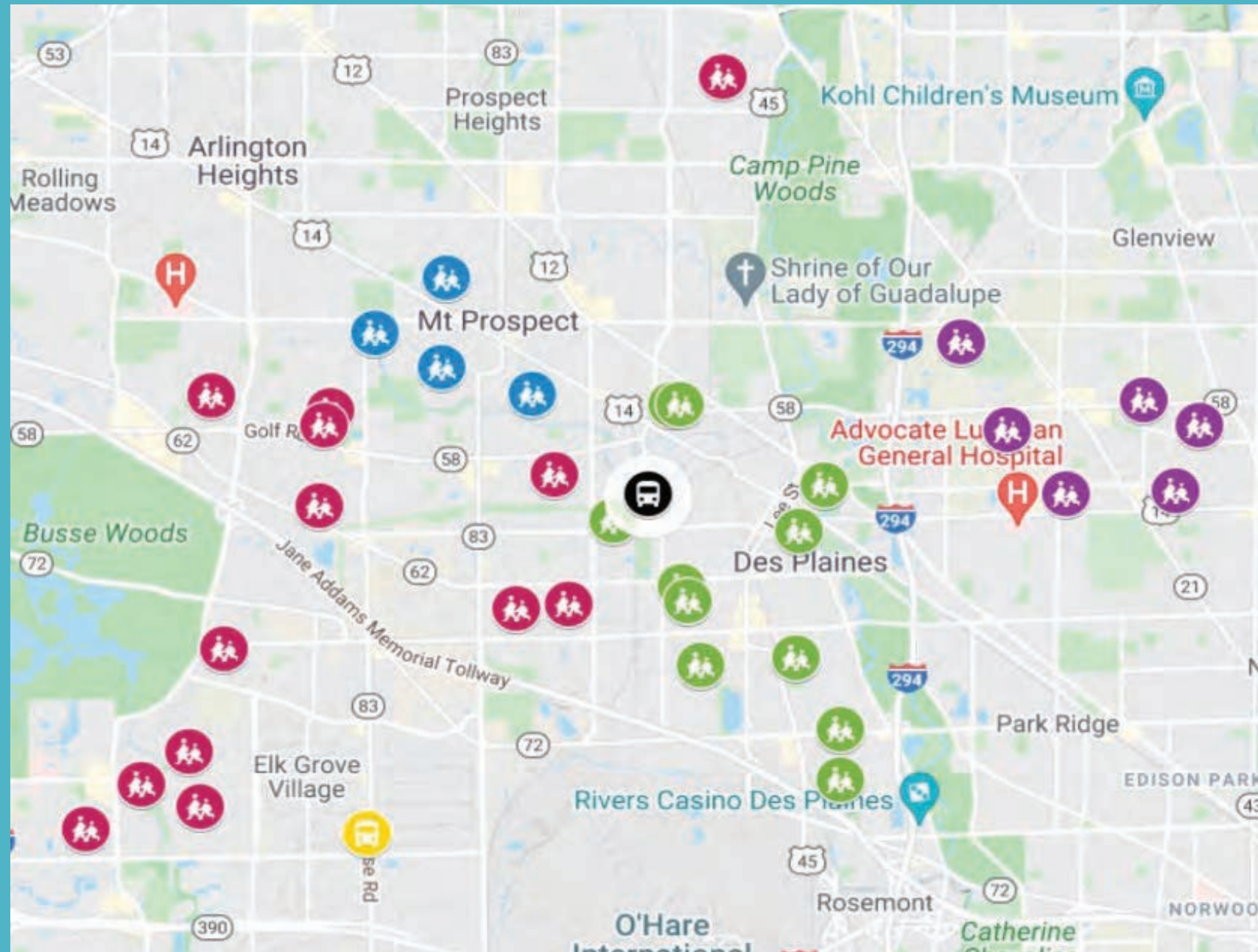
We hope that this memo provides the City Council and community with assurance that First Student's bus routing is done very intentionally and with the interests of the community at heart. We look forward to discussing this matter with the City Council at its November 15th meeting.

Sincerely,



David Meek

Attorney for Applicant



Proposed 580 S. Wolf (Black); Existing 2100 Busse Rd. Elk Grove Village (Yellow)

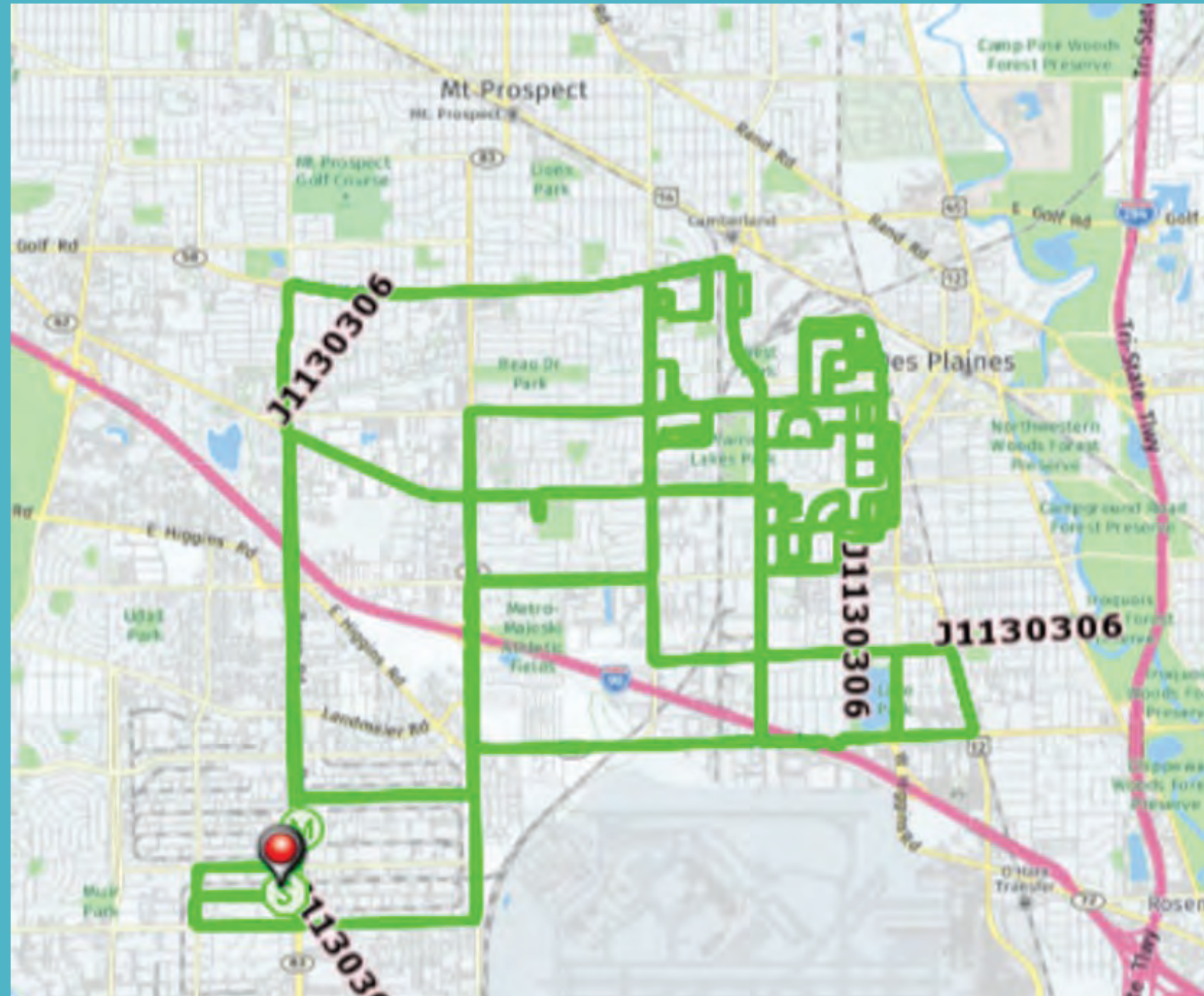
Red: CCSD 59 schools

Blue: Mount Prospect SD 57 schools

Green: Des Plaines CCSD 62 schools

Purple: East Maine SD 63 Schools

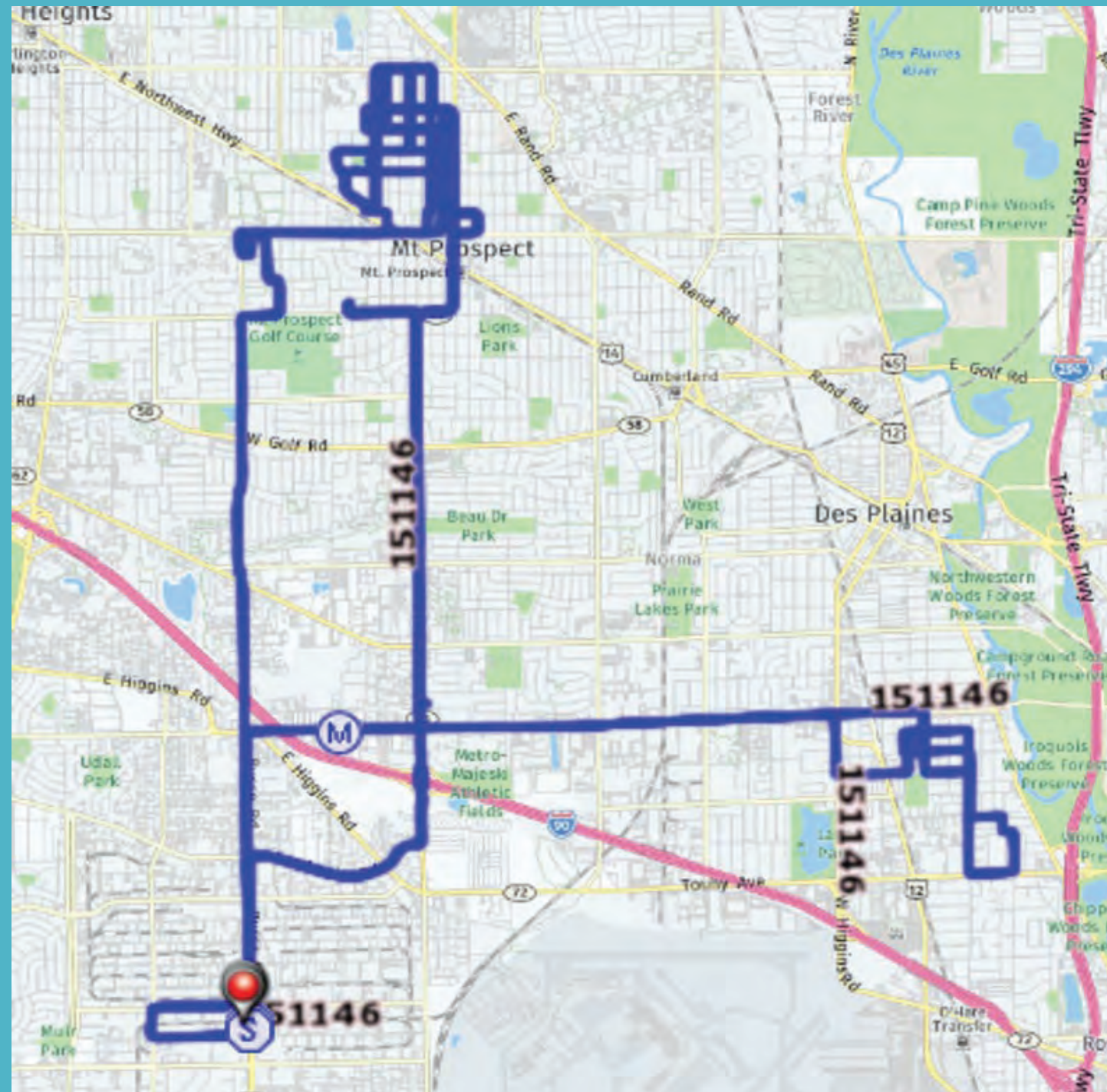
Exhibit A



Example of one Des Plaines CCSD 62 bus route on October 12, 2021

To and from 2100 Busse Road, Elk Grove Village

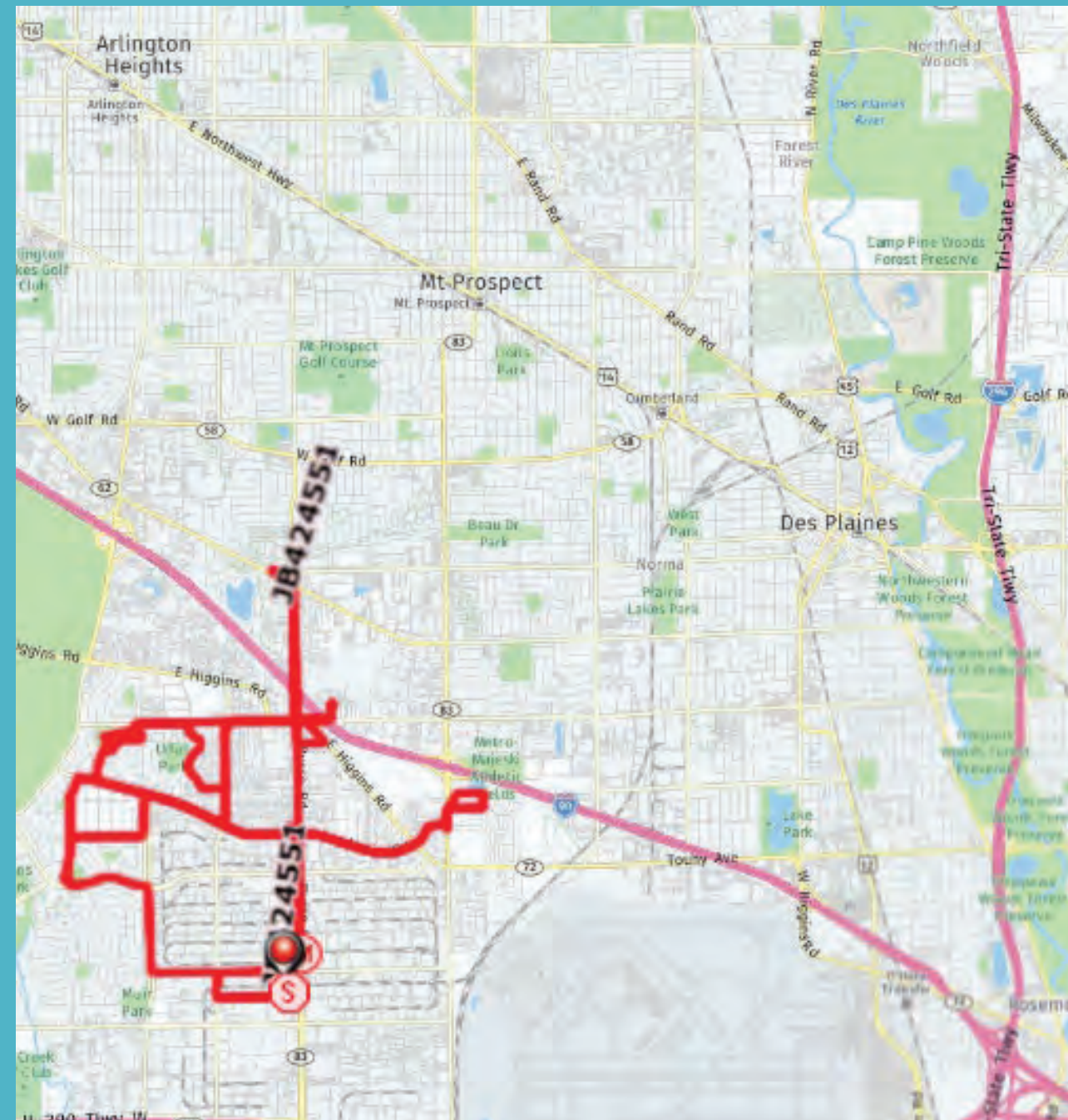
Exhibit B



Example of one Mount Prospect SD 57 bus route on October 12, 2021

To and from 2100 Busse Road, Elk Grove Village

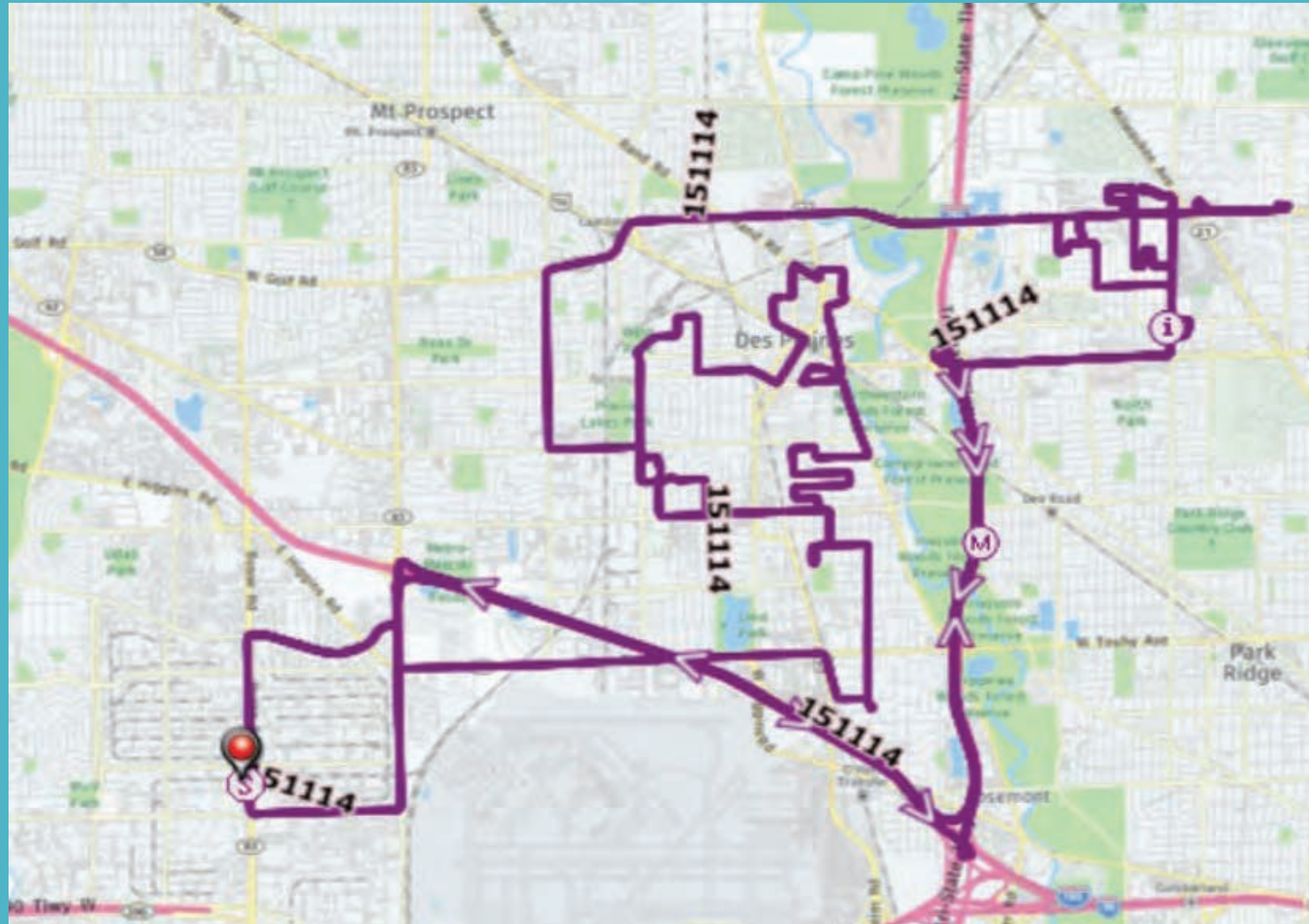
Exhibit C



Example of one CCSD 59 bus route on October 12, 2021

To and from 2100 Busse Road, Elk Grove Village

Exhibit D



Example of one East Maine SD 63 bus route on October 12, 2021

To and from 2100 Busse Road, Elk Grove Village

Exhibit E

Lowest

Highest

15 Mins	4:45	5:00	5:15	5:30	5:45	6:00	6:15	6:30	6:45	7:00	7:15	7:30	7:45	8:00	8:15	8:30	8:45	9:00	9:15
Driver In	2	0	0	1	6	27	28	11	2	3	7	4	2	0	0	4	0	2	2
Bus Out	0	2	0	0	1	6	27	28	11	3	2	7	4	2	0	0	4	0	2
Bus In	0	0	0	0	0	1	0	1	0	1	1	7	3	5	1	22	23	14	3
Driver Out	0	0	0	0	0	0	1	0	1	0	1	1	7	3	5	1	22	23	14
Total	2	2	0	1	7	34	56	40	14	7	11	19	16	10	6	27	49	39	21

Hourly	4:45	5:00	5:15	5:30	5:45	6:00	6:15	6:30	6:45	7:00	7:15	7:30	7:45	8:00	8:15	8:30	8:45	9:00	9:15
Driver In	2	7	34	62	72	68	44	23	16	16	13	6	6	4	6	8	5	11	9
Bus Out	0	3	7	34	62	72	69	44	23	16	15	13	6	6	4	6	8	5	11
Bus In	0	0	1	1	2	2	2	3	9	12	16	16	31	51	60	62	49	26	12
Driver Out	0	0	0	1	1	2	2	2	3	9	12	16	16	31	51	60	62	49	26
Total	2	10	42	98	137	144	117	72	51	53	56	51	59	92	121	136	124	91	58

By The Hour	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00
Driver In	2	7	68	16	4	11	24	6	2	41	37	10	8	1	0
Bus Out	0	3	72	16	6	5	22	14	0	18	59	12	9	1	0
Bus In	0	0	2	12	51	26	0	5	14	26	4	21	58	7	10
Driver Out	0	0	2	9	31	49	0	4	5	35	3	17	60	9	12
Total	2	10	144	53	92	91	46	29	21	120	103	60	135	18	22

Exhibit F

9:30	9:45	10:00	10:15	10:30	10:45	11:00	11:15	11:30	11:45	12:00	12:15	12:30	12:45	13:00	13:15	13:30	13:45	14:00	14:15	14:30
1	6	0	2	14	8	6	0	0	0	0	0	0	2	1	12	3	25	21	9	4
2	1	6	0	2	14	8	6	0	0	0	0	0	0	2	1	12	3	25	21	9
9	0	0	0	0	0	0	3	1	1	0	2	2	10	13	7	5	1	1	0	1
3	9	0	0	0	0	0	0	3	1	1	0	2	2	10	13	7	5	1	1	0
15	16	6	2	16	22	14	9	4	2	1	2	4	14	26	33	27	34	48	31	14

9:30	9:45	10:00	10:15	10:30	10:45	11:00	11:15	11:30	11:45	12:00	12:15	12:30	12:45	13:00	13:15	13:30	13:45	14:00	14:15	14:30
9	22	24	30	28	14	6	0	0	0	2	3	15	18	41	61	58	59	37	23	15
9	9	22	24	30	28	14	6	0	0	0	2	3	15	18	41	61	58	59	37	23
9	0	0	0	3	4	5	5	4	5	14	27	32	35	26	14	7	3	4	5	11
12	9	0	0	0	3	4	5	5	4	5	14	27	32	35	26	14	7	3	4	5
39	40	46	54	61	49	29	16	9	9	21	46	77	100	120	142	140	127	103	69	54

14:45	15:00	15:15	15:30	15:45	16:00	16:15	16:30	16:45	17:00	17:15	17:30	17:45	18:00	18:15	18:30	18:45
3	7	1	1	1	4	4	0	0	1	0	0	0	0	0	0	0
4	3	7	1	1	1	4	4	0	0	1	0	0	0	0	0	0
2	2	6	7	6	17	26	11	4	4	0	1	2	5	4	1	0
1	2	2	6	7	6	17	26	11	4	4	0	1	2	5	4	1
10	14	16	15	15	28	51	41	15	9	5	1	3	7	9	5	1

14:45	15:00	15:15	15:30	15:45	16:00	16:15	16:30	16:45	17:00	17:15	17:30	17:45	18:00	18:15	18:30	18:45
12	10	7	10	9	8	5	1	1	1	0	0	0	0	0	0	0
15	12	10	7	10	9	8	5	1	1	1	0	0	0	0	0	0
17	21	36	56	60	58	45	19	9	7	8	12	12	10	5	1	0
11	17	21	36	56	60	58	45	19	9	7	8	12	12	10	5	1
55	60	74	109	135	135	116	70	30	18	16	20	24	22	15	6	1

Site Photos by Staff



Looking south down Wolf Road at entrance



Front (east) facade of existing building



Existing building with overhead power lines



Existing fence at Wolf frontage/entrance with batch plant in background



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

October 27, 2021

Mayor Goczkowski and Des Plaines City Council
CITY OF DES PLAINES

Subject: Planning and Zoning Board, 580 S. Wolf Road, Case #21-044-CU-V, 4th Ward
RE: Consideration of Conditional Use for a Livery Service

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) met on October 26, 2021 to consider a Conditional Use under Section 12-7-3(K) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow for a Livery Service Use at 580 S. Wolf Road in the M-2, General Manufacturing district, and several variations concerning landscaping requirements.

1. The petitioner and his team provided a detailed description of the requests and their components for the request to locate a livery service use on the subject property in place of the old concrete batch plant that is currently located on site. The petitioner's attorney explained that the company, First Student, is a bus service provider that is looking to relocate their business to the 8.5-acre site to serve as its main hub for operations given the subject property's central location to the areas they currently service. He provided an overview of the industrial development in the surrounding region noting that the proposed livery service is in line with existing industrial uses in this area. He also mentioned that the redevelopment of this site for the proposed livery service would improve the site and scale back intensity of the use in comparison with the previous concrete batch plant. The petitioner's attorney mentioned that the proposal includes an interior remodel of the existing north building with minor non-structural exterior improvements and the demolition of all other buildings on site. He also noted the proposed fuel tanks and their location at the northeast portion of the subject property, which are required to be positioned there. He added that the garbage dumpster will be stored inside the back of the north building, except on trash collection days.

The petitioner's attorney described that First Student will operate 150 buses out of the 236 buses parked on site during the school year, as the remainder of the buses will be undergoing maintenance, inspections, and/or repairs. He added that up to 25 buses would be utilized in the summer months for summer school transportation. The petitioner's attorney discussed shifts and routing plans for the proposed livery service noting that First Student utilizes routing software that determines the best route and departure time to ensure bus routes are completed in a timely manner. The buses have GPS and the adaptive software monitors each bus route service on a daily basis to determine if any adjustments need to be made to the route, departure time, etc. It was discussed that the bus departure times will be staggered mornings and afternoons based on individual bus routes with roughly ten to twelve buses departing every 15 to 20 minutes. The representative from First Student noted that roughly 60% of the departing buses will travel south on Wolf Road and the remainder will travel north.

Concerning noise, he explained that bus drivers arrive on site around 6:30 am and perform a three to five minute inspection of the bus—with the bus running for a portion of the inspection—before departing at the assigned time for their route. Buses are backed into parking spaces in the afternoon/evening so they will not need to back out of a parking space in the mornings, thus reducing noise. The petitioner's attorney noted that city code exempts all vehicles and equipment operated by the city, any other unit of government,

and any utility, or any of their contractors or subcontractors, in the course of performing services or work, including, without limitation, public safety and emergency response services, for the general welfare of the public from the noise regulations. He added that even if the proposed livery service was not exempt from the noise regulations, the parking spaces are setback a minimum of 200 feet from residences and the anticipated noise levels of this use would meet the noise standards within City code.

The petitioner's attorney concluded with an overview of the traffic study prepared by KOLA, which was conducted during the school year. It was noted that study found that most bus movements occur during off-peak traffic hours in both the morning and afternoon and that traffic generated from the proposed use is distributed over several hours. A landscape architect provided information regarding the proposed landscaping site-wide mentioning that the proposed plantings are significant in size, fast growing, and will be ideal to provide adequate screening of the site from surrounding properties.

2. The PZB Members asked if the bus routing system take into account the train schedule for the tracks in the region; if the petitioner considered using the long driveway from the south boundary of the property to Thacker Street; if diesel buses would be run often during cold weather conditions; if buses are plugged in when not in use; how the KOLA representative determined that the traffic levels will not be majorly impacted with the proposed livery service; how the daily trip number for the concrete batch plant was obtained; how the bus routes coincide with the bell times for the locations that First Student is servicing; and how the Level of Service (LOS) projections for 2028 in the traffic study are determined.

The petitioner and his team responded that the bus routing system does not take into account train schedules but the traffic study mentions that there are six trains that run during the day and that there are not many during the major bus routing times; that they looked into this but it was not a viable option for First Student and the City given the inadequate room for bus turning and movements; that they will start and run buses throughout the nights in extreme weather conditions as needed; that they do on existing sites but may not have this ability for this site; that the daily trip numbers for the concrete batch plant were provided to them from existing ownership of the property; and that the bus routing schedule is based of typical bell times for the locations they service which are around 7:30 am for junior highs and 8:20 am to 9 am for elementary schools. The representative from KOLA answered the questions regarding the traffic study explaining that the staggered departure times, lack of overlap between the bus routing schedule and peak travel times, adequate capacity at both signalized intersections on Wolf Road at Thacker Street and Golf Road with the four lane road, and five year growth projections indicate that the proposed livery service will not have a significant impact on traffic levels in the area. He added the proposed changes and movements at the intersection of Wolf Road and the entrance of the subject property lead to the projected LOS changes in 2028 as noted in the traffic study.

3. Community and Economic Development staff summarized the staff report and recommended five conditions of the Planning and Zoning Board recommended approval of the request. One condition requires the petitioner to revise the Site Plan to include the dimensions, striping, and designation of the required handicap accessible parking spaces pursuant to City codes. Another condition requires the petitioner to submit a Photometric Plan in compliance with Section 12-12-10 of the Zoning Ordinance at time of building permit. A third condition requires the installation of a public sidewalk across the subject property's frontage along Wolf Road.
4. Multiple members of the public spoke on this petition expressing concerns with safety, noise, aesthetics, decline in property values, parking, and traffic anticipated with the proposed livery service use. Many members of the public felt that the site and the abutting railroad tracks presented many safety issues for children and were worried that the proposed development may create unsafe conditions for children. It was mentioned that the existing concrete block wall along the west property line is incomplete and is unsightly and required many individuals to ask what would be done with the wall moving forward. Many members of the public had concerns with the overall aesthetics of the site even after its redevelopment for

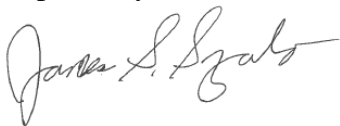
the livery service use given the nature of the request and the number of landscape variations requested. Members of the public asked if there would be other vehicles besides buses on site and if buses will sit idle all summer or if they are moved during the summer months. A decline in property values was identified as a perceived result of the proposed livery service use even with the proposed site improvements.

There were also many concerns with noise of the proposed use given that residents in the surrounding area are already subjected to regular noise pollution from trains, planes, and from previous uses of the subject property. Idling buses and back-up sirens are referenced as major concerns for surrounding residents given the morning shift for the livery service, which starts at 6:30 am. Fumes from the fuel tanks and bus exhaust were also concerns expressed by members of the public who felt that a use solely focused around the operation of larger vehicles would produce unsightly pollution and health risks. Members of the public inquired about available employee parking for this use, as they were worried that employees would be parking on their neighborhood streets during the day while at work. The last major concern from the public was traffic and the frequency of buses departing and arriving on site and its impact on the surrounding area. The members of the public felt that the number of buses entering and exiting the site was substantial and posed several traffic congestion concerns, even with the proposed staggered bus route schedule and findings from the traffic study.

The petitioner's attorney responded that the proposed landscaping is substantial and will provide adequate screening to reduce the unsightliness of the site. He also mentioned that the other site improvements, such as the demolition of the accessory buildings and the repaving of the lot, will also assist in cleaning up the site and reducing negative impact on surrounding properties. He stressed that they cannot do anything with the existing concrete block wall because it is on the railroad property and the railroad has not allowed them to lease that property and/or make improvements. It was added that the livery service will only operate buses so no other vehicles, besides employee personal vehicles, will be located on site. A representative from the current property ownership mentioned that there were was a large number of vehicles entering and exiting the site with the previous use in larger volumes than what is anticipated with the proposed livery service use.

5. The PZB *recommended* (4-1) that the City Council *approve* the request with the five conditions in the staff report and two additional conditions derived from the traffic study findings: (i) evaluate the travel paths of the school buses to determine if there are any opportunities to reroute them and minimize the number of buses that will travel to/from the south on Wolf road and cross the railroad tracks; and (ii) monitor the operations of the facility annually after opening to determine if any adjustments to the routing and times of departure will be necessary.

Respectfully submitted,



James Szabo,
Des Plaines Planning and Zoning Board, Chairman

Cc: City Officials/Aldermen

Case 21-043-V
Case 21-044-CU-V
Case 21-038-TA

543 S. Fifth Avenue
580 S. Wolf Road
Citywide

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2. Address: 580 S. Wolf Road

Case Number: 21-0444-CU-V
Public Hearing

The petitioner is requesting the following items: (i) a Conditional Use from Section 12-7-3(K) of the Des Plaines Zoning Ordinance, as amended, to allow a livery service in the M-2 zoning district; (ii) Major Variations from Section 12-10-8(A) to provide relief from the interior parking lot landscaping requirements; (iii) a Major Variation from Section 12-10-8(B) to provide relief from the perimeter parking lot landscaping requirements; (iv) a Major Variation from Section 12-10-10 to provide relief from the foundation landscaping requirements; (v) a Major Variation from Section 12-10-9 to provide relief from the landscape buffer requirements; and (vi) the approval of any other such variations, waivers, and zoning relief as may be necessary.

PIN: 09-18-400-006-0000
Petitioner: Transport Properties, LLC, 980 N. Michigan Avenue, Suite 1280,
Chicago, IL 60611
Owner: Chicago Title Land Trust Company, 1701 Golf Road, Suite 1-102,
Rolling Meadows, IL 60008

Chairman Szabo swore in David Meek, Becker & Gurian, Attorney for the Petitioner; Chris Iddings, First Student; Tim McCahill, Transport Properties, LLC; Katherine Talty, Talty Landscape Architects; Luay Aboona, KLOA; Randi Willie, Lafarge Fox River Decorative Stone; and Yulyia Kravesov, Meyer Material.

Mr. Meek provided an overview of the Petitioner's request. The owner, Transport Properties, LLC, has secured a tenant for the property, First Student. Petitioner wishes to remove all structures on site with the exception of the existing main building for office space and fill the remainder of the lot with buses.

Mr. Iddings provided an overview of First Student operations, which operates school buses for various School Districts. Approximately 150 school buses will be on site and 15-20 buses leave in a 15 minute window during their peak hours with minimal idling.

Chairman Szabo asked if the Board had any questions.

Member Veremis asked if First Student took into account the train traffic in the area. Mr. Meek stated that they did consider the trains and that there are six trains per day on Wolf.

Chairman Szabo asked if the buses were diesel; what do they do in extreme cold weather. Mr. Iddings stated that the buses are started throughout the night in cold weather; due to Covid, schools call days off earlier and students are able to work from home.

Ms. Talty reviewed the landscaping plans for the site.

Mr. Meek reviewed the traffic study and traffic impacts. Buses are located 200 feet from the nearest homes and the majority of homes are significantly more.

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Member Saletnik stated that the traffic study is the most important item in this request; trains can have 100 cars; tracks can be blocked for 10 minutes or more. Mr. Aboona stated that Wolf Road peaks from 7:30AM-8:30AM and the buses are driven during off-peak hours.

Member Saletnik stated that this will have a major traffic impact in the area; he questions the traffic report and believes that 890 trucks entering and departing the concrete plant number is a gross exaggeration; he's concerned about school bell times; these are key points in whether the Conditional Use should be approved.

Member Catalano asked for verification on the Capacity Analysis Results. Mr. Aboona explained the peak hour traffic and their direction.

Chairman Szabo asked if there were any questions or comments from the audience.

Ms. Cheryl Pratt, 681 Kenilworth, Des Plaines, stated that she is a 29 year resident; there's graffiti everywhere on the site currently; this area is not safe for kids; there will be a noise problem. Mr. Meek stated that the Conditional Use will clean up the property and the area will be fenced to control noise.

Ms. Linda Garner, 661 Kenilworth, Des Plaines, stated that the Petitioner is not following the landscaping rules; back-up noise from buses is unbearable; diesel fumes are not safe; this will affect their property values; concerned about the hours of operation. Ms. Talty reviewed the heights of trees, which are fast growing and will reach heights of 50 feet to block noise and views of the property. Mr. McCahill stated that as the owner, they are going above and beyond to make the neighbors happy.

Member Saletnik again reiterated his doubts regarding the Traffic Study; bell times should be provided to the City Council before they approve; he again questions the Study's statement that the concrete plant had 600 daily concrete mixer trucks (300 in and 300 out).

Mr. Randi Willie, 1300 S. IL Route 31, Elgin, stated that he formally worked for Meyer Material; the traffic count probably included more than trucks and included cars of employees.

Ms. Kravesov applauds Transport Properties, LLC use of the property and what they are trying to do; this is a good option for the community; they have looked for a buyer for years.

Chairman Szabo asked that the Staff Report be entered into the record. Planner Stytz provided a summary of the following report:

Issue: The petitioner is requesting the following items: (i) a Conditional Use as required by Section 12-7-3(K) of the Zoning Ordinance to allow a livery service in the M-2 zoning district; (ii) Major Variations from Section 12-10-8(A) to provide relief from the interior parking lot landscaping requirements; (iii) a Major Variation from Section 12-10-8(B) to provide relief from the perimeter parking lot landscaping requirements; (iv) a Major Variation from Section 12-10-10 to provide relief from the foundation

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landscaping requirements; and (v) a Major Variation from Section 12-10-9 to provide relief from the landscape buffer requirements

Address: 580 S. Wolf Road
Petitioner: Transport Properties, LLC, 980 N. Michigan Avenue, Suite 1280, Chicago, IL 60611
Owner: Chicago Title Land Trust Company, as Trustee of the Chicago Land Trust Company Trust #53278

Case Number: 21-044-CU-V
Real Estate Index #: 09-18-400-006-0000

Ward: #4, Alderman Artur Zadrozny

Existing Zoning: M-2, General Manufacturing District

Existing Land Use: Vacant; was last Meyer Material former concrete batch plant

Surrounding Zoning: North: M-2, General Manufacturing District
South: R-1, Single Family Residential District
East: R-1, Single Family Residential District / M-2, General Manufacturing
West: R-1, Single Family Residential District

Surrounding Land Use: North: ComEd (Utilities) / Industrial Building
South: Single Family Residences (Residential)
East: Industrial Building / Single Family Residences (Residential)
West: Railroad; Single Family Residences (Residential)

Street Classification: Wolf Road is classified as a minor arterial.

Comprehensive Plan: The Comprehensive Plan illustrates this site as industrial.

Issue: The petitioner is requesting variations (major and minor) from the Zoning Ordinance to allow a parking pad and to reduce the minimum side yard at 2071 Pine Street.

Project Description: The petitioner, Transport Properties, LLC, has requested a Conditional Use for a Livery Service Use and several variations for landscaping and screening at 580 S. Wolf Road. The 8.5-acre subject property is situated

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in between two separate railroads to its west and south, and is within the M-2 General Manufacturing district, where a Livery Service is a conditional use. The Plat of Survey (Attachment 4) shows a main building on the northeast side of the lot and multiple other structures throughout the remainder of the site, most notably a concrete production tower ("batch plant"). These are surrounded by paved, semi-paved, and gravel areas. Access to the subject property is available off Wolf Road only. At one time, there was a southern access road utilized off Thacker Street. However, this access point would be closed off and not be utilized for this use.

The petitioner wishes to remove all structures on site with the exception of the existing main building: a one-story warehouse building with the two-story attached office space located on the northeast corner of the site and fill the remainder of the lot with 16 passenger vehicle and 236 bus parking spaces as noted in the Site Plan Exhibit (Attachment 5). The petitioner wishes to utilize the existing 24,690-square-foot, one-story warehouse portion of the building for bus maintenance and storage, and use the two-story office portion (6,430-square foot first level and 2,433-square foot second level) of the building for all office activities. The proposal does not include changes to the exterior of the building, as the petitioner is interested in utilizing the existing doors, windows, building materials, and finishes as indicated in the Building Plans (Attachment 6). The petitioner's proposal also includes site improvements such as the addition of a new paved and striped parking area, landscaping along the perimeter of the parking lot area, new interior parking lot landscape beds, new turf areas, a 5,000-gallon fuel tank, and proposed screening with an eight-foot-tall fence around the entire site as shown on the Site Plan Exhibit (Attachment 5). Staff has added a condition that the dumpster shall be stored inside the building except during trash pickup days.

The proposed floor plan includes a 5,570-square-foot first-floor office area, 2,212-square-foot second floor office area, an 8,407-square-foot service bay area, and a 15,568-square-foot bus equipment and storage area, totaling 27,123 square feet. Note that the floor area calculation excludes bathrooms, mechanical rooms, hallways, stairwells, and storage areas up to ten percent of the entire combined floor area. The Livery Service use follows the off-street parking regulations for offices to accommodate employee, guest, and livery service related vehicle

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parking. Pursuant to Section 12-9-7 of the Zoning Ordinance, one parking space is required for every 250 square feet of gross floor area. A total of 109 off-street parking spaces are required, including five handicap accessible parking spaces. The Site Plan Exhibit (Attachment 5) provides 16 personal vehicle spaces, including one handicap parking space, and 236 bus parking spaces totaling 252 total spaces. However, the site plan does not designate all five required accessible parking spaces. Staff has added a condition that the petitioner's site plan submitted at the time of building permitting contain all required accessible parking with the required striping and dimensions.

The initial tenant for the livery service, First Student, anticipates having approximately 150 school buses parked on the subject property with an additional 10-15 buses typically in service for maintenance or repair. Roughly 20-25 office, dispatch, and maintenance employees will be on the subject property during a.m. and p.m. shifts. For the a.m. shift, maintenance employees arrive starting at 5 a.m., and shift bus drivers will arrive starting at 6:15 a.m. for 6:30 a.m. departures. Bus service during the morning shift will be staggered starting at 6 a.m. and ending around 9:30 a.m. The shift cross-over is between 11 and 12 a.m. For the p.m. shift, bus service shift will be staggered starting at 1 p.m. with buses returning by 5:30 p.m. Afternoon shift workers will leave at 5:30 p.m. A majority of the bus operations will occur during the regular school year from mid-August through early June. However, roughly 20-25 buses will be utilized during the summer months for the summer school season. See the Project Narrative (Attachment 1) for more details.

The petitioner submitted a traffic study by KLOA, Inc. to assess the anticipated impact of the new livery service on the subject property and surrounding infrastructure. The traffic study concludes that the anticipated traffic volumes of this use would be primarily generated outside of peak hours of adjacent roadway traffic on Wolf road and would generate less overall traffic than the previous concrete batch plant did. There were no concerns that the existing access system is sufficient to handle the proposed livery service. However, it was noted that "additional evaluation" should occur regarding the at-grade railroad crossing on Wolf Road, just south of the entrance to the subject property (in other words, there is some concern about bus queueing and backup around the tracks). It was suggested that bus routing and/or departure time could be adjusted to limit the number of buses utilizing the railroad

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crossing on Wolf Road—meaning that buses could be routed mostly to the north (left) when leaving the property and would return from the same direction, generally avoiding the tracks. Consider, however, that this would add to traffic that would likely come to the Golf-Wolf intersection approximately a half-mile to the north.

Whether buses are required to come to a complete stop each and every time they cross the tracks is a question the petitioner should be prepared to address. The PZB should evaluate during the public hearing and may consider an additional condition that a routing plan should be added to the submittal prior to consideration of the City Council.

Regarding sound impacts, consider the proposed user (First Student) will consist of many school vehicles that have an audible backing sound/beep. The petitioner writes in the Project Narrative that upon returning to the facility each night, vehicles would be backed in, causing the concentration of the sound to occur in mid-to-late afternoons instead of early in the morning. In addition, like all vehicles, there is sound from engine start-up. Transport Properties would discourage First Student from idling, except when required for vehicle maintenance. See Attachment 1 for more details.

Major Variations

Project Description: ____

The petitioner is also requesting several variations with the conditional use request regarding landscape requirements. The original request included a variation to reduce the required number of off-street parking spaces on the subject property from 31 to sixteen. However, as stated above and noted in the Livery Service definition in Section 12-13-3 of the Zoning Ordinance, the livery service use shall follow the parking regulation for offices to accommodate employee, guest, *and livery service related* vehicle parking. This allows the proposed bus parking spaces to be factored into the total off-street parking space calculation, negating the need for a variation. However, it is important to note that the Site Plan Exhibit (Attachment 5) will still need to be revised to provide the five required mobility impaired parking spaces pursuant to Section 12-9-8(A) of the Zoning Ordinance.

The petitioner has also requested several variations pertaining to landscape requirements as summarized in the table below. Due to the nature of the use, the requested variations for relief from interior parking

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lot landscaping requirements—specifically quantity of trees and location of landscape areas—could be warranted based on design, as the request does intend to provide a substantial amount of landscaping throughout the site where there is currently none. Conversely, perimeter parking lot landscaping, landscape buffering, and foundation landscaping are paramount to bringing the existing property closer to conformance with the Zoning Ordinance and are arguably achievable given the layout of the subject property, the existing building, and the property’s close proximity to single-family development on three of its four sides. Discussion of the variation standards are addressed by the petitioner in the Responses to Standards (Attachment 2).

Request	Requirement	Proposal
Interior Parking Lot Landscaping – Quantity of Trees	161	125
Interior Parking Lot Landscaping – Location of Landscaped Areas	Located every 30 parking spaces and at the end of all parking rows.	Landscape area after 34 spaces and no areas at the end of two parking rows.
Perimeter Parking Lot Landscaping – # of Trees	7	4
Foundation Landscaping	Min. 3’ wide landscape bed covering 25% of building’s foundation	Existing Foundation Landscaping Without Additions
Landscape Buffers (i.e., screening)	8’ Solid wood, vinyl, or masonry fence along 100% of yard length	6’ solid wood fence along Wolf Road and 6’ chain link for rest of site.

Conditional Use Findings: Conditional Use requests are subject to the standards set forth in Section 12-3-4(E) of the Zoning Ordinance. The petitioner provided responses to standards, which the PZB should read and evaluate, deciding whether or not to adopt as findings. Holistically, staff views this potential use as one that is not free from neighbor impacts, particularly around traffic and sound. However, the impacts may be more preferable than a concrete-production user (e.g. smell, sound) or a large vacant site (e.g. fly dumping, property maintenance, eyesore/aesthetics, drag on property values). If approved, this project would return a vacant site to productive use. Stormwater management requirements would necessitate the installation of on-site detention (currently planned to be installed underground), which would improve drainage. The site is constrained from redevelopment with, for example, a modern industrial user

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because the overhead power lines limit building height (floor-to-ceiling), which is a crucial consideration in industrial site selection.

1. **The proposed Conditional Use is in fact a Conditional Use established within the specific Zoning district involved:**

Comment: Please see the petitioner's responses to Standards for Conditional Uses.

2. **The proposed Conditional Use is in accordance with the objectives of the City's Comprehensive Plan:**

Comment: Please see the petitioner's responses to Standards for Conditional Uses.

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: Please see the petitioner's responses to Standards for Conditional Uses.

4. **The proposed Conditional Use is not hazardous or disturbing to existing neighboring uses:**

Comment: Please see the petitioner's responses to Standards 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: Please see the petitioner's responses to Standards 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: Please see the petitioner's responses to Standards 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: Please see the petitioner's responses to Standards 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: Please see the petitioner's responses to Standards for Conditional Uses.

9. **The proposed Conditional Use does not result in the destruction, loss, or damage of natural, scenic, or historic features of major importance:**

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Comment: Please see the petitioner's responses to Standards for Conditional Uses.

10. The proposed Conditional Use complies with all additional regulations in the Zoning Ordinance specific to the Conditional Use requested:

Comment: Please see the petitioner's responses to Standards for Conditional Uses.

Variation Findings: Variation requests are subject to the standards set forth in Section 12-3-6(H) of the Zoning Ordinance. The petitioner provided responses to standards, which the PZB should read and evaluate, deciding whether or not to adopt as findings.

1. **Hardship:** No variation shall be granted pursuant to this subsection H unless the applicant shall establish that carrying out the strict letter of the provisions of this title would create a particular hardship or a practical difficulty.

Comment: Please see the responses to standards from the Petitioner.

2. **Unique Physical Condition:** The subject lot is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure, or sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject lot that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot.

Comment: Please see the responses to standards from the Petitioner.

3. **Not Self-Created:** The aforesaid unique physical condition is not the result of any action or inaction of the owner or its predecessors in title and existed at the time of the enactment of the provisions from which a variance is sought or was created by natural forces or was the result of governmental action, other than the adoption of this title.

Comment: Please see the responses to standards from the Petitioner.

4. **Denied Substantial Rights:** The carrying out of the strict letter of the provision from which a variance is sought would deprive the owner of the subject lot of substantial rights commonly enjoyed by owners of other lots subject to the same provision.

Comment: Please see the responses to standards from the Petitioner.

5. **Not Merely Special Privilege:** The alleged hardship or difficulty is neither merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely the inability of the owner to make more money from the use of the subject lot.

Case 21-043-V
Case 21-044-CU-V
Case 21-038-TA

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Comment: Please see the responses to standards from the Petitioner.

- 6. Title And Plan Purposes:** The variation would not result in a use or development of the subject lot that would be not in harmony with the general and specific purposes for which this title and the provision from which a variation is sought were enacted or the general purpose and intent of the comprehensive plan.

Comment: Please see the responses to standards from the Petitioner.

- 7. No Other Remedy:** There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject lot.

Comment: Please see the responses to standards from the Petitioner.

- 8. Minimum Required:** The requested variation is the minimum measure of relief necessary to alleviate the alleged hardship or difficulty presented by the strict application of this title.

Comment: Please see the responses to standards from the Petitioner.

PZB Procedure and Recommended Conditions: Under Section 12-3-4(D) (Procedure for Review and Decision for Conditional Uses) and Section 12-3-6(G) (Standards for Review for Major Variations) 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 and variations for a Livery Service Use at 580 S. Wolf 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) and Section 12-3-6(H) (Standards for Variations) of the Zoning Ordinance. If the PZB recommends and City Council ultimately approves the request, staff recommends the following conditions.

Conditions of Approval:

1. That a public sidewalk is installed across the subject property's frontage along Wolf Road to the applicable specifications of the Des Plaines Municipal Code and additional governmental agency regulations as necessary.
2. The dumpster shall be stored inside the building except during trash pickup days. If a future trash enclosure is pursued, a building permit with plans for the dumpster enclosure in compliance with Section 12-10-11 of the Zoning Ordinance shall be submitted to staff.
3. The Site Plan shall be revised to contain all required accessible parking spaces with the required striping and dimensions and resubmitted at the time of building permitting.
4. A Photometric Plan in compliance with Section 12-12-10 of the Zoning Ordinance shall be submitted to staff at time of building permit.

Case 21-043-V
Case 21-044-CU-V
Case 21-038-TA

543 S. Fifth Avenue
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5. The use shall be monitored regularly for compliance with the Environmental Performance Standards in Chapter 12 of the Zoning Ordinance, particularly regarding sound/noise. Sufficient documentation regarding the proposed fuel tank shall be submitted with the application for a building permit to suffice for a Fire and life safety approval, pursuant to Sections 12-12-3 and 12-12-4.

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, to recommend approval of 580 S. Wolf Road requesting a Conditional Use from Section 12-7-3(K) of the Des Plaines Zoning Ordinance, as amended, to allow a livery service in the M-2 zoning district. Member Catalano added the following two conditions, each of which is stated in the conclusions of the traffic report submitted by the applicant. These were added to the five conditions recommended by staff:

6. Evaluate the travel paths of the school buses to determine if there are any opportunities to reroute them and minimize the number of buses that will travel to/from the south on Wolf Road and cross the railroad tracks; and
7. Monitor the operations of the facility annually after opening. This would include keeping track of bus departure times and routes of travel throughout the morning period. This should be utilized to determine if any adjustment to the routing and times of departure will be necessary.

AYES: Hofherr, Catalano, Veremis, Saletnik

NAYES: Saletnik

ABSTAIN: None

*****MOTION CARRIED *****

A motion was made by Board Member Hofherr, seconded by Board Member Catalano, to recommend approval of 580 S. Wolf Road requesting the following items: Major Variations from Section 12-10-8(A) to provide relief from the interior parking lot landscaping requirements; a Major Variation from Section 12-10-8(B) to provide relief from the perimeter parking lot landscaping requirements; a Major Variation from Section 12-10-9 to provide relief from the landscape buffer requirements; and a Major Variation from Section 12-10-10 to provide relief from the foundation landscaping requirements.

AYES: Hofherr, Catalano, Veremis, Saletnik

NAYES: Saletnik

ABSTAIN: None

*****MOTION CARRIED *****

CITY OF DES PLAINES

ORDINANCE Z - 56 - 21

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT AND MAJOR VARIATIONS FOR THE OPERATIONS OF A LIVERY SERVICE USE AND MAJOR VARIATIONS AT 580 S. WOLF ROAD, DES PLAINES, ILLINOIS.

WHEREAS, Transport Properties, LLC ("**Petitioner**") is the contract purchaser of the property commonly known as 580 S. Wolf Road, Des Plaines, Illinois ("**Subject Property**"); and

WHEREAS, the Subject Property is located in the M-2 General Manufacturing District of the City ("**M-2 District**"); and

WHEREAS, the Subject Property is currently improved with a one-story single-tenant warehouse building and attached a two-story office building ("**Building**") and multiple accessory structures; and

WHEREAS, the Petitioner desires to demolish all of the structures on the Subject Property except the Building and operate a school bus depot on the Subject Property ("**Proposed Use**"); and

WHEREAS, the Proposed Use is classified as a livery service use pursuant to Section 12-13-3 of the City of Des Plaines Zoning Ordinance of 1998, as amended ("**Zoning Ordinance**"); and

WHEREAS, pursuant to Section 12-7-3.K of the Zoning Ordinance, the operation of a livery service use is permitted in the M-2 District only with a conditional use permit; and

WHEREAS, Section 12-10-8(A) of the Zoning Ordinance requires that at least five percent of the interior of a parking lot be devoted to landscaping, that interior landscaping areas must be located at the end of every parking row and after each 30 spaces within a row, and that such landscaping must include one shade tree for every 100 square feet of landscaping area; and

WHEREAS, Section 12-10-8(B) of the Zoning Ordinance requires perimeter landscaping to be established along the end of a parking lot within a required yard or within 20 feet of a lot line, including one tree for every 40 feet of such landscaping; and

WHEREAS, Section 12-10-10 of the Zoning Ordinance requires foundation landscaping around 25 percent of the Building; and

WHEREAS, Section 12-10-9 of the Zoning Ordinance requires the installation of an eight-foot solid wood, vinyl, or masonry fence along the entire length of yards abutting a residential district; and

WHEREAS, the Petitioner submitted an application to the City of Des Plaines Department of Community and Economic Development ("**Department**") for a conditional use permit to allow a livery service use on the Subject Property ("**Conditional Use Permit**"), in accordance with Sections 12-7-3.F.3 and 12-7-3.K of the Zoning Ordinance; and

WHEREAS, the Applicant also applied for the following major variations from the Zoning Ordinance: (i) a variation from Section 12-10-8(A) of the Zoning Ordinance to reduce the required number of interior landscape area trees from 161 to 125; (ii) a variation from Section 12-10-8(A) of the Zoning Ordinance to eliminate the required interior landscape beds at the north ends of the two sets of bus parking rows nearest the south end of the Building; (iii) a variation from Section 12-10-8(A) to allow an interior landscape bed to bisect the westernmost row of bus parking such that 34 spaces are located to the south and 27 parking spaces are located to the north when interior landscaping areas are required every 30 parking spaces; (iv) a variation from Section 12-10-8(B) of the Zoning Ordinance to reduce the required number of perimeter landscape area trees from seven to four; (v) a variation from Section 12-10-10 of the Zoning Ordinance to eliminate the required foundation landscaping around the existing north building and utilize the existing landscaping on site; and (vi) a variation from Section 12-10-9 of the Zoning Ordinance to allow the installation of security fencing around the parking area consisting of a six-foot-tall solid wood fence along the Wolf Road frontage, and a six-foot-tall chain link fence along the south, west, and north perimeter property lines (collectively, the "**Variations**") (collectively, the Conditional Use Permit and the Variations are the "**Requested Approvals**"); and

WHEREAS, the Subject Property is owned by Chicago Title Land Trust Company, as Trustee under a Trust Agreement dated July 17, 1968, known as Trust Number 53278 ("**Owner**"), which has consented to the Petitioner's application; and

WHEREAS, the Petitioner's application was referred by the Department to the Planning and Zoning Board of the City of Des Plaines ("**PZB**") within 15 days after the receipt thereof; and

WHEREAS, within 90 days from the date of the Petitioner's application a public hearing was held by the PZB on October 26, 2021 pursuant to notice published in the *Des Plaines Journal* on October 6, 2021; and

WHEREAS, notice of the public hearing was mailed to all property owners within 300 feet of the Subject Property; and

WHEREAS, during the public hearing, the PZB heard testimony and received evidence with respect to how the Petitioner intended to satisfy and comply with the applicable provisions of the Zoning Ordinance; and

WHEREAS, pursuant to Section 12-3-4 of the Zoning Ordinance, the PZB filed a written report with the City Council on October 28, 2021, summarizing the testimony and evidence received by the PZB and stating the Board's recommendation, by a vote of 5-1, to approve the Petitioner's application for the Requested Approvals subject to certain terms and conditions; and

WHEREAS, the Petitioner made certain representations to the PZB with respect to the

Requested Approvals, which representations are hereby found by the City Council to be material and upon which the City Council relies in granting this request for the Requested Approvals; and

WHEREAS, the City Council has considered the written report of the PZB, the applicable standards for Requested Approvals set forth in the Zoning Ordinance, and the Community and Economic Development Staff Memorandum dated October 14, 2021, including the attachments and exhibits thereto, and has determined that it is in the best interest of the City and the public to grant the Petitioner's application in accordance with the provisions of this Ordinance;

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

SECTION 1. RECITALS. The recitals set forth above are incorporated herein by reference and made a part hereof, the same constituting the factual basis for this Ordinance.

SECTION 2. LEGAL DESCRIPTION OF SUBJECT PROPERTY. The Subject Property is legally described as follows:

A PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF WOLF ROAD AS SAME IS NOW LOCATED AND ESTABLISHED WHICH POINT IS 909 FEET SOUTHEASTERLY AS MEASURED ALONG THE WESTERLY LINE OF SAID WOLF ROAD FROM ITS INTERSECTION WITH THE NORTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 18, SAID POINT BEING ALSO THE SOUTHEAST CORNER OF PARCEL OF LAND CONVEYED TO HANNIFIN CORPORATION BY CHICAGO AND NORTHWESTERN RAILROAD COMPANY BY DEED DATED OCTOBER 23, 1951; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID WOLF ROAD 306.36 FEET TO A POINT 50 DISTANCE NORTHWESTERLY MEASURED RADially FROM CENTER LINE OF WESTERLY MAIN TRACK OF PROVISO TECHNY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY AS SAID MAIN TRACK IS NOW LOCATED AND ESTABLISHED; THENCE SOUTHWESTERLY PARALLEL WITH SAID CENTER LINE A DISTANCE OF 907.26 FEET TO A POINT IN THE CENTER LINE OF PRAIRIE AVENUE EXTENDED WESTERLY IN CITY OF DES PLAINES; THENCE WESTERLY ALONG SAID EXTENDED CENTER LINE OF SAID PRAIRIE AVENUE 91.30 FEET TO A POINT, A DISTANCE OF 8.5 FEET AT RIGHT ANGLES EASTERLY FROM CENTER LINE OF MOST EASTERLY OF TWO SIDE TRACKS WHICH PARALLEL THE TWO WEST (WYE) TRACKS OF THE CHICAGO AND NORTHWESTERN

RAILWAY; THENCE NORTHERLY PARALLEL WITH THE CENTER LINE OF SAID SIDE TRACK AND SAME EXTENDED NORTHERLY 1066.30 FEET TO A POINT ON THE SOUTHERLY LINE EXTENDED WESTERLY OF LAND CONVEYED TO HANNIFIN CORPORATION BY DEED DATED OCTOBER 23, 1951; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND ALONG SAID SOUTHERLY LINE OF THE LAND SO CONVEYED BY DEED TO HANNIFIN CORPORATION DATED OCTOBER 23, 1951 435 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 09-18-400-006-0000

Commonly known as: 580 S. Wolf Road, Des Plaines, Illinois.

SECTION 3. VARIATIONS. The City Council finds that the Variations satisfy the standards set forth in Section 12-3-6.H of the Zoning Ordinance and, pursuant to the City's home rule powers, finds that the Variations are otherwise necessary and appropriate. Subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 5 of this Ordinance, the City Council hereby grants the Variations for the Subject Property to the Petitioner.

SECTION 4. CONDITIONAL USE PERMIT. Subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 5 of this Ordinance, the City Council grants the Petitioner a Conditional Use Permit to allow the operation of livery service use on the Subject Property. The Conditional Use Permit granted by this Ordinance is consistent with and equivalent to a "special use" as referenced in Section 11-13-25 of the Illinois Municipal Code, 65 ILCS 5/11-13-25.

SECTION 5. CONDITIONS. The Variations granted in Section 2 and the Conditional Use Permit granted in Section 3 of this Ordinance shall be, and are hereby, expressly subject to and contingent upon the following conditions, restrictions, limitations, and provisions:

A. **Compliance with Law and Regulations.** The development, use, operation, and maintenance of the Subject Property by the Petitioner must comply with all applicable City codes

and ordinances, as the same have been or may be amended from time to time, except to the extent specifically provided otherwise in this Ordinance.

B. Compliance with Plans. Except for minor changes and site work approved by the City Director of Community and Economic Development in accordance with all applicable City standards, the development, use, operation, and maintenance of the Subject Property by the Petitioner must comply with the following plans as may be amended to comply with Section 5.C of this Ordinance:

1. That certain "Project Narrative" prepared by the Petitioner, consisting of four sheets, and dated September 30, 2021, a copy of which is attached to and by this reference made a part of this Ordinance as **Exhibit A**; and
2. That certain "Site Plan Exhibit" prepared by SpaceCo, Inc., consisting of one sheet and with a latest revision date of October 12, 2021, a copy of which attached to and by this reference made a part of, this Ordinance as **Exhibit B ("Site Plan")**; and
3. That certain "Building Plans" prepared by Lee Companies, consisting of one sheet dated September 24, 2021 with a latest revision date of October 11, 2021, a copy of which is attached to and by this reference made a part of, this Ordinance as **Exhibit C**; and
4. That certain "Preliminary Landscape Plan" prepared by Kathryn Talty Landscape Architecture, consisting of two sheets, with a latest revision date of October 8, 2021, a copy of which attached to and by this reference made a part of, this Ordinance as **Exhibit D**.

C. Additional Conditions. The development, use, and maintenance of the Subject Property and the operation of the Proposed Use shall be subject to and contingent upon the following conditions:

1. A public sidewalk must be installed across the Subject Property's frontage along Wolf Road in accordance with the applicable specifications of the Des Plaines Municipal Code and additional governmental agency regulations as necessary.
2. The dumpster shall be stored inside the Building except during trash pickup days. If a future trash enclosure is pursued, a building permit must be

obtained from the City. The building permit application must be accompanied by plans for the dumpster enclosure that comport with Section 12-10-11 of the Zoning Ordinance.

3. The Site Plan must be revised to contain all required accessible parking spaces with the required striping and dimensions and resubmitted with the building permit application.
4. A photometric plan that comports with Section 12-12-10 of the Zoning Ordinance must be submitted to City with the building permit application.
5. The Petitioner shall monitor the Proposed Use regularly for compliance with the Environmental Performance Standards in Chapter 12 of the Zoning Ordinance, including, without limitation, the sound and noise regulations and standards. Documentation regarding the proposed fuel tank must be submitted with the application for a building permit with sufficient information, as determined by the City, to obtain Fire and life safety approval, pursuant to Sections 12-12-3 and 12-12-4.
6. The Petitioner shall evaluate the travel paths of the school buses to determine if there are any opportunities to reroute them and minimize the number of buses that will travel to/from the south on Wolf Road and cross the railroad tracks.
7. The Petitioner shall monitor the Proposed Use annually to determine if any adjustments to the routing and times of departure of the buses will be necessary.

SECTION 6. RECORDATION; BINDING EFFECT. A copy of this Ordinance must be recorded in the Office of the Cook County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein run with the Subject Property and inure to the benefit of, and are binding upon, the Petitioner and Owner and their respective personal representatives, successors, and assigns, including, without limitation, subsequent purchasers of the Subject Property.

SECTION 7. NONCOMPLIANCE.

A. Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with, or resists the enforcement of, any of the provisions of this Ordinance shall be fined

not less than seventy five dollars (\$75.00) or more than seven hundred and fifty dollars (\$750.00) for each offense. Each and every day that a violation of this Ordinance is allowed to remain in effect shall constitute a complete and separate offense. In addition, the appropriate authorities of the City may take such other action as they deem proper to enforce the terms and conditions of this Ordinance, including, without limitation, an action in equity to compel compliance with its terms. Any person, firm or corporation violating the terms of this Ordinance shall be subject, in addition to the foregoing penalties, to the payment of court costs and reasonable attorneys' fees.

B. In the event that the Petitioner or 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 5 of this Ordinance, the Requested Approvals granted in Sections 3 and 4 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 M-2 District. Further, in the event of such revocation of the Requested Approvals, the City Manager and City's General Counsel are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. The Petitioner and 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 Petitioner and Owner.

SECTION 8. EFFECTIVE DATE.

A. This Ordinance shall be in full force and effect only after the occurrence of the following events:

1. its passage and approval by the City Council in the manner provided by law;
2. its publication in pamphlet form in the manner provided by law;
3. the filing with the City Clerk by the Petitioner and the Owner, not less than 60 days after the passage and approval of this Ordinance, of an unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance, and demonstrating the Petitioner's and Owner's consent to its recordation. Said unconditional agreement and consent shall be in substantially the form attached to, and by this reference made a part of, this Ordinance as **Exhibit E**; and
4. at the Petitioner's sole cost and expense, the recordation of this Ordinance together with such exhibits as the City Clerk deems appropriate, with the Office of the Cook County Recorder.

B. In the event that the Petitioner and the Owner do not file with the City Clerk a fully executed copy of the unconditional agreement and consent referenced in Section 8.A.3 of this Ordinance, within 60 days after the date of passage of this Ordinance by the City Council, the City Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

SECTION 9. 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.

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this
____ day of _____, 2021.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Ordinance Approving a Conditional Use Permit (CUP) and Major Variations at 580 S. Wolf Road for a Livery Service Use

580 S. Wolf Road - Project Narrative

The Applicant, Transport Properties LLC, is the contract purchaser of the subject property. Transport Properties LLC will be leasing the entire property to First Student, Inc., a national school bus operator, for a bus dispatch, maintenance and parking facility serving the needs of schools and students in the Des Plaines area. Applicant requests a conditional use permit for "Livery Service" to enable First Student to operate at this location.

Subject Property and Existing Conditions:

The site is 8.468 acres located in the M-2 General Manufacturing District. The property has been operated for several decades as a large-scale concrete and aggregate manufacturing plant by Lafarge/Meyer Material Corporation. There are several buildings and industrial conveyors and other structures on the site associated with the concrete manufacturing operations. Aggregate materials storage areas and piles are located throughout the site. Most of the site is unpaved gravel, crushed stone and dirt.

The site is bounded by South Wolf Road to the east, Union Pacific freight train tracks and right of way to the south and west, and a paved parcel owned by Nicor Gas to the north. Warehouse and manufacturing land uses are located north and east of the site. Residential neighborhoods exist on the far sides of the Union Pacific rights of way west and southeast of the site. Park District basketball and baseball facilities are to the east across Wolf Road. High tension electric transmission lines cross over a large wide portion of the site.

A high masonry wall within the westerly railroad right of way provides sound and visual buffering and screening of the site for the residences west of the site on the far side of the railroad tracks.

The concrete plant was a heavy industrial use that operated Monday through Friday from 6:30 AM to 5:00 PM, with occasional weeknight operations extending into the evening past 7:00 PM, and occasional weekend operations from 7:00 AM to 2:00 PM. The cement plant operations sent daily heavy equipment vehicles (concrete mixers and aggregate materials trucks) onto Wolf Road at an average daily rate of nearly 900 truck movements into and out of the site throughout the entire day.

Site Improvements:

Applicant proposes to demolish all existing buildings and structures other than the main building, a two-story office and one-story storage building located along the north property line. This main building will be repurposed for office space and bus maintenance and repair. Applicant will pave all parking and drive aisles and install perimeter fencing, perimeter landscaping and parking lot landscaping. Drainage improvements include an underground stormwater storage facility. All vehicles will enter and exit the site at the existing entry on South Wolf Road. A new rolling gate will be installed at the entrance drive. Applicant will close off the southerly access road that leads to Thacker Street.

The site will be improved with capacity for parking up to 236 school bus vehicles (a combination of 84- and 72-passenger large buses, 20-passenger small buses, and mini-vans). 16 parking spaces are provided adjacent to the office building for office and maintenance employee parking.

No exterior modifications or changes are planned for the office/maintenance building. Applicant will be performing exterior and interior maintenance, including tuckpointing, window replacement, repair and replacement of overhead doors, roof repairs, and bringing the building into compliance with current applicable codes.

School Bus Operations:

First Student anticipates having approximately 150 school buses parked at the site to meet current levels of daily contractual service operations from the site, with an additional 10-15 buses typically in service for maintenance or repair. The Applicant's site plan proposes 236 bus parking stalls to provide sufficient capacity to allow First Student the flexibility to increase its service level from this location.

Office, dispatch and maintenance employees will be on site for AM and PM shifts. Some AM shift maintenance employees will arrive starting at 5:00 AM. The earliest shift bus drivers arrive at 6:15 AM for 6:30 departures. PM shift employees finish by 5:30 PM. First Student anticipates having approximately 20-25 office/maintenance employees on site during peak time (shift crossover from 11:00 AM to 12:00 PM).

First Student will operate bus dispatch services during the regular school year. Buses service during the morning shift will be staggered starting at 6:00 AM and ending around 9:30 AM. Bus service during the afternoon shift will be staggered starting and 1:00 PM with buses returning by 5:30 PM. First Student provides services to various school districts serving Des Plaines and the surrounding communities. Elementary, middle and high schools have different start times that are not uniform across school districts. Because of the various start times and because of the differences in routes and in this facility's proximity to the different school locations, buses are dispatched from the site at different times throughout the morning and afternoon shifts. The majority of bus operations occur during the school year, from mid-August through early June. 20 to 25 bus routes are provided during summer school season. There may be a handful of special event charters after hours during the week. Similarly, there may some weekend service throughout the calendar year, but the number of vehicles used on weekends is typically limited to a dozen.

Please refer to the Applicant's Summary Traffic Evaluation memorandum prepared by consultant KLOA, Inc. for an examination of the existing roadway conditions surrounding the site, and an evaluation of traffic characteristics for the proposed school bus facility with respect to trip generation and trip distribution. KLOA's summary report concludes that the concrete plant generated more daily traffic from heavier vehicles than what the proposed school bus operation will generate and, as such, it is anticipated that the proposed facility will have a lower impact on area roadways and adjacent intersections than the concrete plant existing land use.

Bus drivers arrive on site approximately 15 minutes before their route departure time. Typical of this type of facility, bus drivers park their personal vehicle in the bus parking space. Bus drivers perform a 10-minute pre-trip inspection of their bus. Because buses are parked in an outbound facing direction at the end of each shift, the backing signal sound is only activated for a brief period during the backing movement at the end of each shift and not early in the morning. Backing movement occurs twice daily. Bus idling is discouraged at all times and should only occur as necessary during maintenance work. For First Student, idling is one of their key performance indicators that is reviewed and managed on a weekly basis.

Relief Requested:

The Applicant requests a Conditional Use of Livery Service for a school bus office, dispatch, maintenance and parking facility. The Applicant requests several variances from the City's landscaping requirements and a variance from the off-street parking requirement, as specified in Applicant's statement of Variances Requested (see attached).

Variations Requested

580 S. Wolf Road

Applicant: Transport Properties LLC

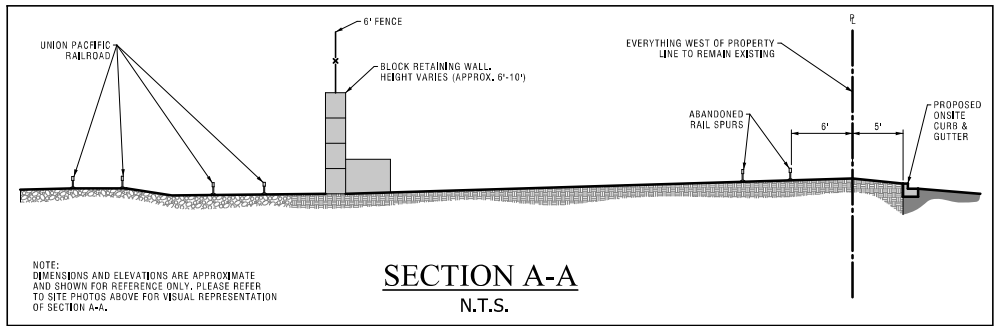
1. Off-Street Parking Spaces. The Applicant requests a variation from the provisions of Section 12-9-7 to permit 16 on site off-street automobile parking spaces, where 31 are required for a 7,555 gross square foot existing office building. **STAFF NOTE: Not required.**
2. Parking Lot Landscaping – Quantity of Trees. The Applicant requests a variation from the provisions of Section 12-10-8.A.2 to allow 125 interior trees, where 161 are required, of which 85 are shade trees.
3. Parking Lot Landscaping – Location of Landscaped Areas. The Applicant requests a variation from the provisions of Section 12-10-8.A.2 which requires that landscape areas shall be located at the end of every parking row and after every 30 spaces within a row. The Applicant requests relief to allow for the landscape area to bisect the westernmost row of bus parking stalls such that 34 parking spaces are located to the south and 27 to the north of the landscape island. The Applicant also requests relief to eliminate landscape areas at the north ends of the two sets of bus parking rows nearest the south end of the existing office building.
4. Perimeter Parking Lot Landscaping. The Applicant requests a variation from the provisions of Section 12-10-8.B.3 to 4 perimeter shade trees, where 7 are required, and to allow the size and dimension of the perimeter parking lot landscape area adjacent to Wolf Road, as indicated on Applicant's landscape plan.
5. Foundation Landscaping. The Applicant requests a variation from the provisions of Section 12-10-10 to provide the foundation landscaping around the existing building, as indicated on Applicant's landscape plan, to legalize the non-conformity of the existing building foundation landscaping.
6. Fence Screening. The Applicant requests a variation from the provisions of Article 12, Section 10 to allow for the installation of security fencing around the parking area, consisting of a 6' solid wood fence along the Wolf Road frontage and a 6' chain link fence along the south, west and north perimeter property lines.
7. Other. The Applicant requests approval of such other variations as may be necessary to accomplish the redevelopment and use of 580 S. Wolf Road in accordance with the Applicant's plans as a livery service facility for school bus dispatch office and maintenance within an existing building, and school bus parking and storage.



PROPERTY LINE, FACING NORTH



WEST SIDE OF BLOCK WALLS, FACING NORTH



NOTE: DIMENSIONS AND ELEVATIONS ARE APPROXIMATE AND SHOWN FOR REFERENCE ONLY. PLEASE REFER TO SITE PHOTOS ABOVE FOR VISUAL REPRESENTATION OF SECTION A-A.

PARKING SUMMARY

BUS STALLS	236
CAR STALLS	16

SITE DATA

BUILDING AREA± 32,800 SF

PERIMETER LANDSCAPED AREA (WITH B6.12 REVERSE PITCH CURB & GUTTER) (WITHIN 5' SETBACK)12,165 SF

TOTAL PARKING LOT AREA322,355 SF

INTERIOR LANDSCAPING REQUIRED: (5% X 322,355)16,120 SF

INTERIOR LANDSCAPING PROVIDED21,097 SF

NO.	DATE	REMARKS

NO.	DATE	REMARKS
1	10/12/21	REVISED PER CITY COMMENTS

SITE PLAN EXHIBIT

580 S. WOLF ROAD
DES PLAINES, IL

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

9575 W. Higgins Road, Suite 700,
Rosemont, Illinois 60018
Phone: (847) 696-4060 Fax: (847) 696-4065

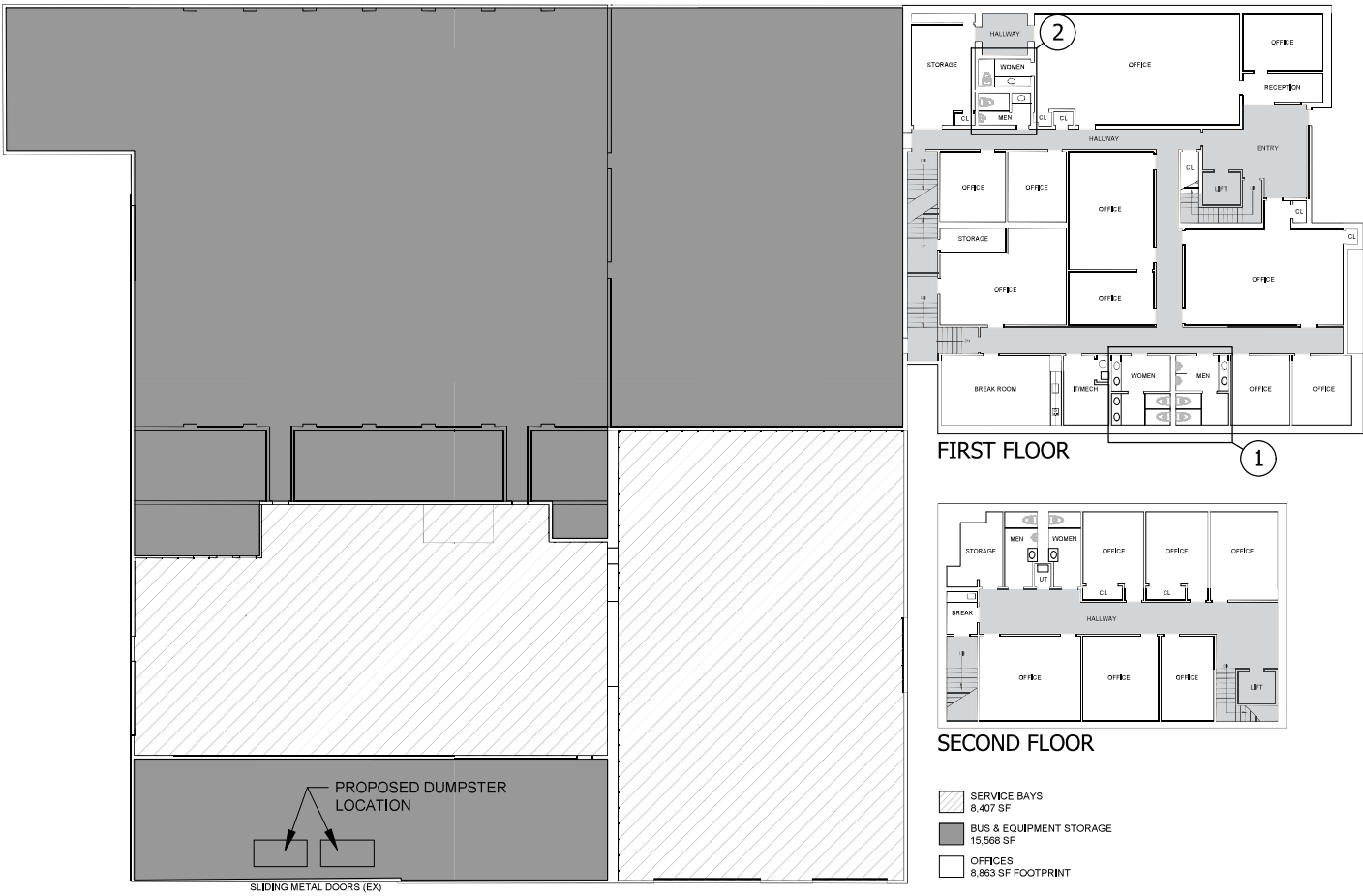


FILENAME:
1428.03EXH-SITE

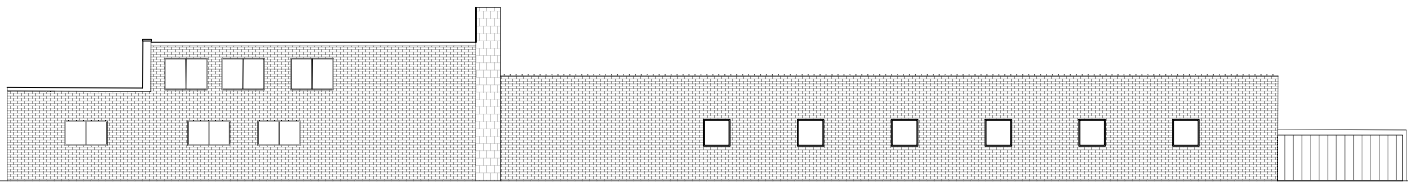
DATE:
08/30/21

JOB NO.
1428.03

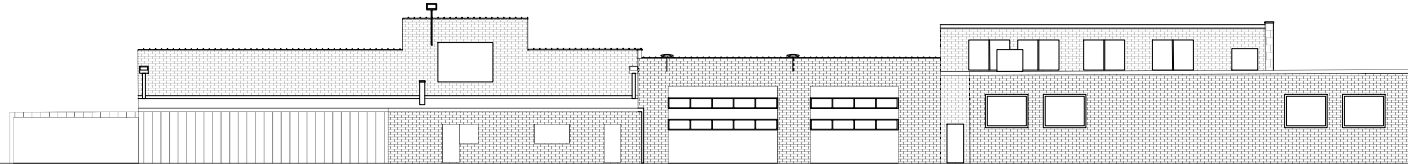
SHEET
SITE
1 OF 1



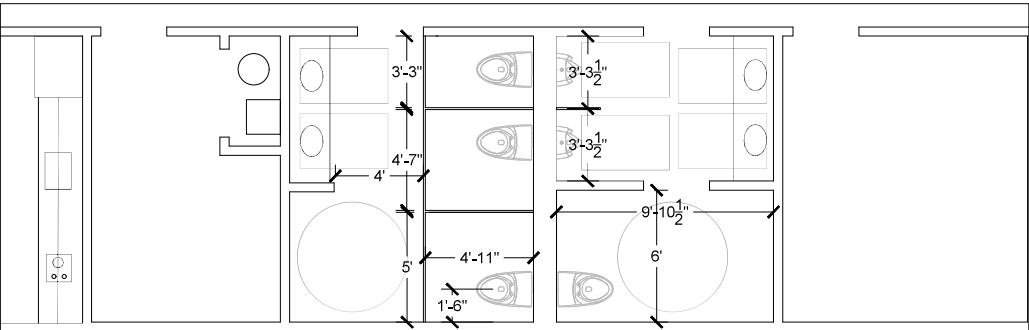
EXISTING FLOOR PLAN



NORTH ELEVATION - NO CHANGE



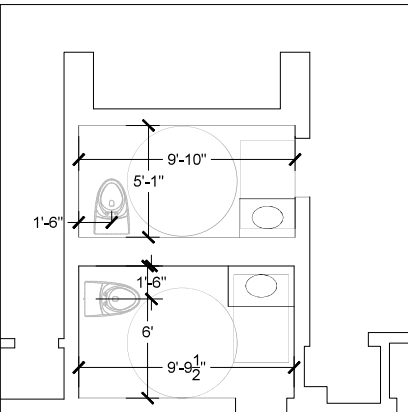
SOUTH ELEVATION - NO CHANGE



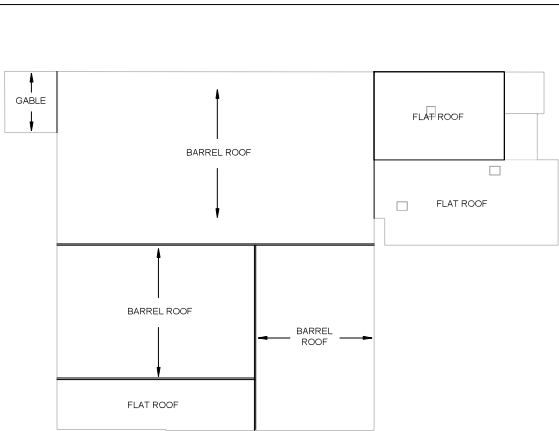
PROPOSED FLOOR PLAN - FIRST FLOOR SHARED TOILET ROOMS

REGULARLY OCCUPIED AREAS:

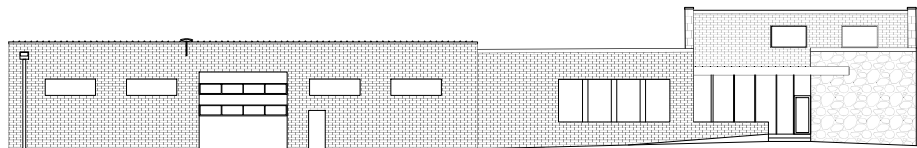
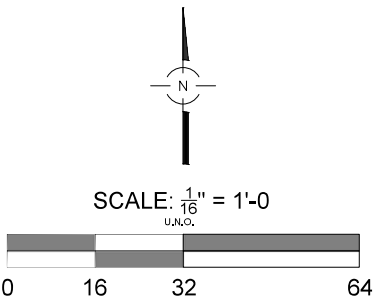
FIRST FLOOR	
Offices	3056
Circulation	1423
Storage	
Restrooms	
Break Room	
Mechanical	111
TOTAL SF	5570
SECOND FLOOR	
Offices	1230
Circulation	649
Storage	112
Restrooms	163
Break Room	45
Mechanical	13
TOTAL SF	2212



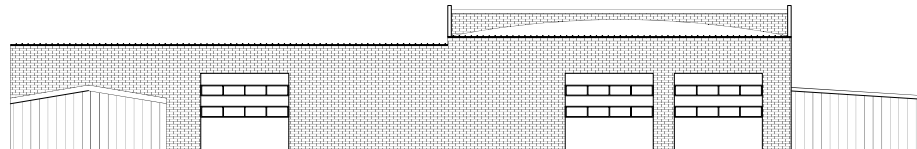
PROPOSED FLOOR PLAN
FIRST FLOOR SINGLE-
OCCUPANCY TOILET ROOMS



ROOF PLAN
NTS



EAST ELEVATION - NO CHANGE



WEST ELEVATION - NO CHANGE

PLANNED IMPROVEMENTS:

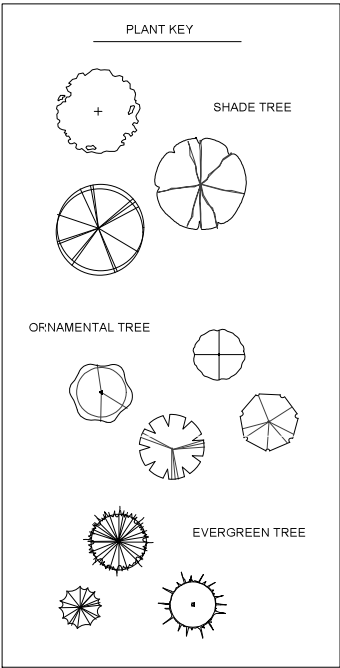
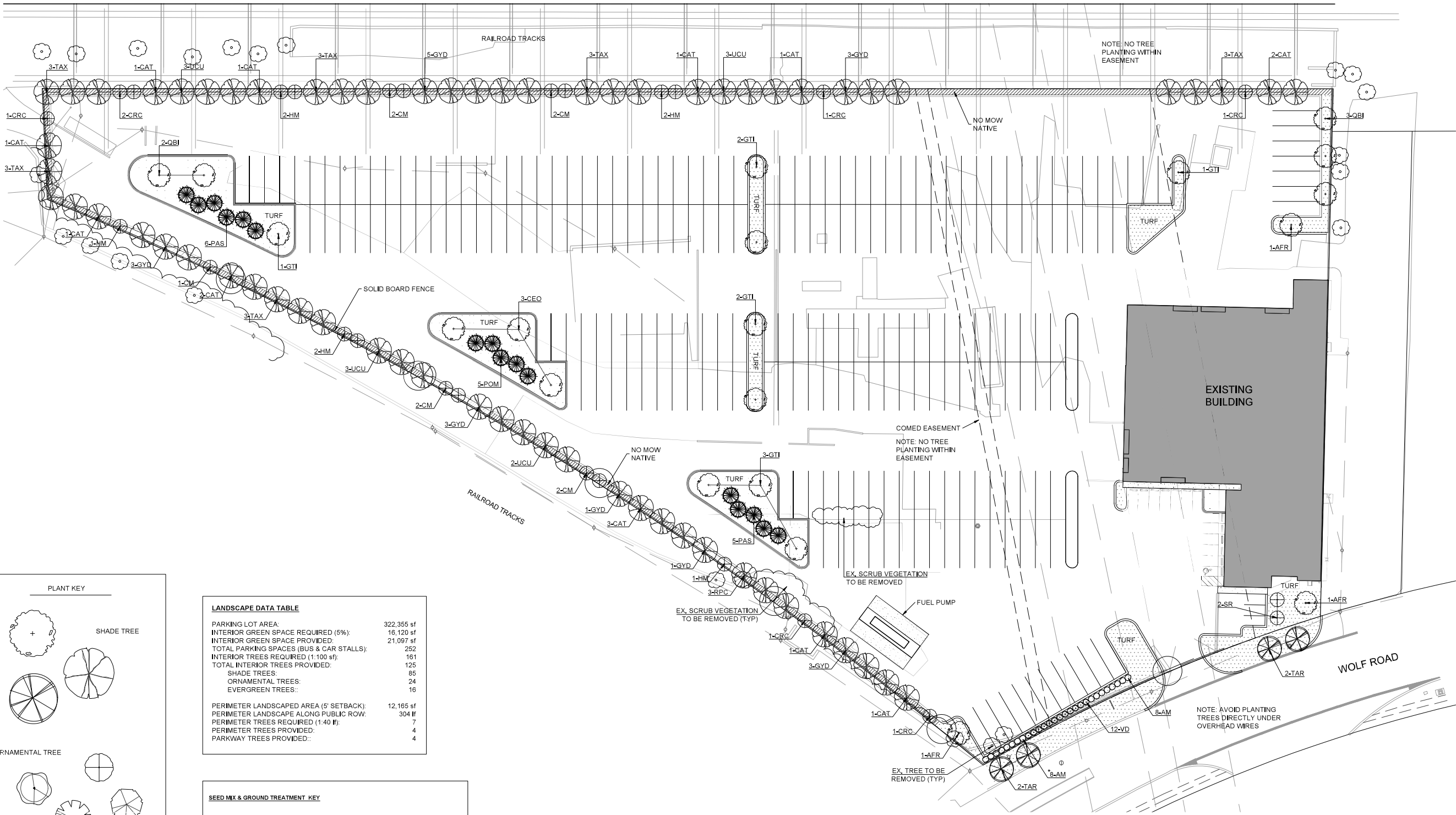
- EXTERIOR SCOPE OF WORK
- GENERAL TUCKPOINTING AND LINTEL REPLACEMENT
 - REPLACE WINDOWS AS NEEDED
 - REPAIR OR REPLACE OH DOORS AS NEEDED
 - ROUTE AND SEAL
 - RE-COAT ROOF
 - RE-ROOF FLAT ROOF AREA
- MAINTENANCE SCOPE OF WORK
- STRUCTURAL REPAIRS TO BOW TRUSSES
 - INDUSTRIAL CLEANING AND PAINTING
 - HVAC, ELECTRICAL, AND PLUMBING IMPROVEMENTS TO BRING THE BUILDING INTO CURRENT CODE COMPLIANCE
- INTERIOR SCOPE OF WORK
- OFFICES TO REMAIN IN THEIR EXISTING CONFIGURATION
 - NEW OFFICE PAINT, CEILINGS, AND FLOORS
 - BATHROOM RENOVATIONS TO MEET CURRENT ADA STANDARDS
 - REPAIR ELEVATOR
 - HVAC, ELECTRICAL, AND PLUMBING IMPROVEMENTS TO BRING THE OFFICES INTO CURRENT CODE COMPLIANCE

PARKING CALCULATIONS:

Total Square Footage of Office Space	4289 SF
Parking Stalls Req'd @ 1 per 250 SF	18 REQ'D

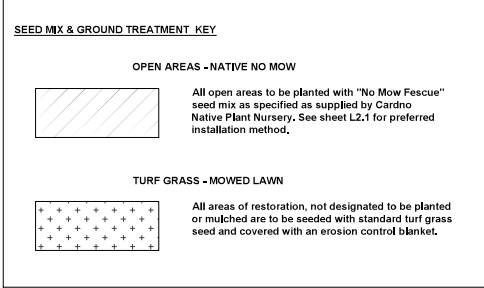
TP DES PLAINES II LLC
580 S WOLF ROAD
DES PLAINES, IL
BUILDING PLANS

REVISION 1 • 10/11/2021



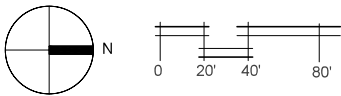
LANDSCAPE DATA TABLE

PARKING LOT AREA:	322,355 sf
INTERIOR GREEN SPACE REQUIRED (5%):	16,120 sf
INTERIOR GREEN SPACE PROVIDED:	21,097 sf
TOTAL PARKING SPACES (BUS & CAR STALLS):	252
INTERIOR TREES REQUIRED (1-100 sf):	161
TOTAL INTERIOR TREES PROVIDED:	125
SHADE TREES:	85
ORNAMENTAL TREES:	24
EVERGREEN TREES:	16
PERIMETER LANDSCAPED AREA (5' SETBACK):	12,165 sf
PERIMETER LANDSCAPE ALONG PUBLIC ROW:	304 lf
PERIMETER TREES REQUIRED (1-40 lf):	7
PERIMETER TREES PROVIDED:	4
PARKWAY TREES PROVIDED:	4



OVERALL LANDSCAPE PLAN

SCALE: 1" = 40'-0"



no.	revision	description	initial	date
1	ISSUED FOR REVIEW		KMT	09-10-21
2	PER CITY COMMENTS		KMT	10-08-21

PROPOSED DEVELOPMENT

580 S WOLF ROAD
DESPAINES, ILLINOIS

PRELIMINARY LANDSCAPE PLAN

date	09-07-21	drawn	DW	checked	KMT
job no.	21390				

sheet no.
L 1.1

Master Plant List					
Symbol	Quantity	Botanical Name	Common Name	Size	Notes
Shade Trees					
AFR	3	ACER X FREEMANI 'AUTUMN BLAZE'	AUTUMN BLAZE FREEMAN MAPLE	3" BB	
CAT	15	CATALPA SPECIOSA	NORTHERN CATALPA	2.5" BB	
CEO	3	CELTUS OCCIDENTALIS	HACKBERRY	3" BB	
GTH	9	GLEDITSIA TRIACANTHOS F. INERMIS	THORNLESS HONEYLOCUST	3" BB	
GYP	19	GYMNOCLADUS DIOICUS	KENTUCKY COFFEETREE	2.5" BB	
QBI	5	QUERCUS BICOLOR	SWAMP WHITE OAK	3" BB	
RPC	3	ROBINA PSEUDOCACACIA 'CHICAGO BLUE'	CHICAGO BLUE ROBINIA	2.5" BB	
TAX	19	TAXODIUM DISTICHUM	BALD CYPRESS	2.5" BB	
TAR	4	TILIA AMERICANA 'REDMOND'	REDMOND AMERICAN LINDEN	3" BB	
UCU	11	ULMUS COUMINVARIS 'ACCOLADE' 'TRIUMPH'	ACCOLADE ELM	2.5" BB	
Evergreen Trees					
PAS	11	PICEA AIBES	NORWAY SPRUCE	8" BB	
POM	5	PICEA OMORIKA	SERBIAN SPRUCE	8" BB	
Ornamental Trees					
CM	9	CORNUS MAS	CORNELIANCHERRY DOGWOOD	6" BB	
CRC	7	CRATAEGUS CRUSGALLI VAR. INERMIS	THORNLESS HAWTHORN	6" BB	
HM	8	HEPTACODIUM MICONIODES	SEVEN-SON FLOWER	5" BB	
SR	2	SYRINGA RETICULATA 'IVORY SILK'	IVORY SILK TREE LILAC	8" BB	
Deciduous Shrubs					
AM	18	ARONIA MELANOCARPA 'IROQUOIS BEAUTY'	IROQUOIS BEAUTY BLACK CHOKEBERRY	24" BB	
VD	12	VIBURNUM DENTATUM 'CHICAGO LUSTRE'	CHICAGO LUSTRE ARROWWOOD VIBURNUM	48" BB	

GENERAL CONSTRUCTION NOTES

- REQUIRED LANDSCAPE MATERIAL SHALL SATISFY AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS AND BE STAKED, WRAPPED, WATERED AND MULCHED PER ORDINANCE.
- BEFORE ANY EXCAVATION ON THE SITE, CALL TO LOCATE ANY EXISTING UTILITIES ON THE SITE. THE CONTRACTOR SHALL FAMILIARIZE HIM/HERSELF WITH THE LOCATIONS OF ALL BURIED UTILITIES IN THE AREAS OF WORK BEFORE STARTING OPERATIONS. THE CONTRACTOR SHALL BE LIABLE FOR THE COST OF REPAIRING OR REPLACING ANY BURIED CONDUITS, CABLES OR PIPING DAMAGED DURING THE INSTALLATION OF THIS WORK.
- FOUR FOOT HIGH FENCING OR OTHER RIGID MATERIAL IS TO BE ERECTED AROUND THE DRIP-LINE OF ALL TREES TO BE SAVED.
- PLANT QUANTITIES ON PLANT LIST INTENDED TO BE A GUIDE. ALL QUANTITIES SHALL BE CHECKED AND VERIFIED ON PLANTING PLAN. ANY DISCREPANCIES SHALL BE DISCUSSED WITH THE LANDSCAPE ARCHITECT.
- ANY DEVIATIONS FROM OR MODIFICATIONS TO THIS PLAN SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- CONTRACTOR TO NOTIFY LANDSCAPE ARCHITECT UPON DELIVERY OF PLANT MATERIAL TO THE SITE. LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL THAT DOESN'T MEET STANDARDS OR SPECIFICATIONS OF THE PROJECT.
- ALL PLANT MATERIAL TO BE INSTALLED PER THE PLANTING DETAILS PROVIDED ON THIS PLAN SET.
- ALL BED EDGES TO BE WELL SHAPED, SPADE CUT, WITH LINES AND CURVES AS SHOWN ON THIS PLAN SET.
- ALL PLANTING BEDS TO BE PREPARED WITH PLANTING MIX: 50% TOPSOIL, 50% SOIL AMENDMENTS (3 PARTS PEATMOSS, 1 PART COMPOST, 1 PART SAND)
- ALL PARKING LOT ISLANDS SHALL BE BACKFILLED WITH THE FOLLOWING: 2' OF BLENDED GARDEN SOIL MIX (60% TOPSOIL, 30% COMPOST, 10% SAND) OR 6" OF ONE STEP BY MIDWEST TRADING, TOP DRESSED AND TILLED INTO 18" OF TOPSOIL.
- ALL SPECIFIED LANDSCAPE MATERIAL INDICATED ON THE CONSTRUCTION DOCUMENTS WILL BE REQUIRED TO BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT AND MUST BE REPLACED SHOULD IT DIE OR BECOME DAMAGED.
- ALL PLANT MATERIAL SHALL HAVE A ONE YEAR GUARANTEE FROM SUBSTANTIAL COMPLETION AS DETERMINED BY THE LANDSCAPE ARCHITECT, AND SHALL BE REPLACED SHOULD IT DIE WITHIN THAT PERIOD.
- PROTECT STRUCTURES, SIDEWALKS, PAVEMENTS AND UTILITIES TO REMAIN FROM DAMAGE CAUSED BY SETTLEMENT, LATERAL MOVEMENT, UNDERMINING, WASHOUTS AND OTHER HAZARDS CAUSED BY SITE IMPROVEMENT OPERATIONS.
- ALL LAWN AREAS TO BE SEEDED WITH STANDARD TURF GRASS SEED AND COVERED WITH EROSION CONTROL BLANKET, UNLESS OTHERWISE SPECIFIED ON THE PLAN.
- CAREFULLY MAINTAIN PRESENT GRADE AT BASE OF ALL EXISTING TREES TO REMAIN. PREVENT ANY DISTURBANCE OF EXISTING TREES INCLUDING ROOT ZONES. USE TREE PROTECTION BARRICADES WHERE INDICATED. PROTECT EXISTING TREES TO REMAIN AGAINST UNNECESSARY CUTTING, BREAKING OR SKINNING OF ROOTS, BRUISING OF BARK OR SMOTHERING OF TREES. DRIVING, PARKING, DUMPING, STOCKPILING AND/OR STORAGE OF VEHICLES, EQUIPMENT, SUPPLIES, MATERIALS OR DEBRIS ON TOP THE ROOT ZONES AND/OR WITHIN THE DRIPLINE OF EXISTING TREES OR OTHER PLANT MATERIAL TO REMAIN IS STRICTLY PROHIBITED.
- THE CONTRACTOR AT ALL TIMES SHALL KEEP THE PREMISES ON WHICH WORK IS BEING DONE, CLEAR OF RUBBISH AND DEBRIS. ALL PAVEMENT AND DEBRIS REMOVED FROM THE SITE SHALL BE DISPOSED OF LEGALLY.
- ALL WORK AND OPERATIONS SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES AND ORDINANCES.

No-Mow Fescue Seed Mix		
Botanical Name	Common Name	PERCENTAGE
Permanent Grasses/Sedges:		
Festuca brevifolia	Hard Fescue	19.20%
Festuca ovina	Sheep Fescue	19.20%
Festuca rubra subs. fallax	Chewings Fescue	19.20%
Festuca rubra	Red Fescue	19.20%
Festuca rubra var. rubra	Creeping Red Fescue	19.20%
Total		96.00%
Temporary Cover:		
Lolium multiflorum	Annual Rye	4.00%
Total		4.00%

Kathryn Talty
landscape architecture

Winnetka, Illinois 60093
847.612.5154
www.kmtaltydesign.com

no.	revision	description	initial	date
1	ISSUED FOR REVIEW	KMT	09-10-21	
2	PER CITY COMMENTS	KMT	10-08-21	
3				
4				

PROPOSED DEVELOPMENT

580 S WOLF ROAD
DESPLAINES, ILLINOIS

LANDSCAPE NOTES
MASTER PLANT LIST
PLANTING SPECIFICATIONS
DETAILS

date	09-07-21
drawn	KMT
checked	KMT

Job no.
21390

sheet no.
L 2.1

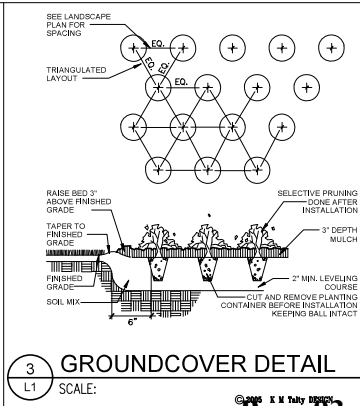
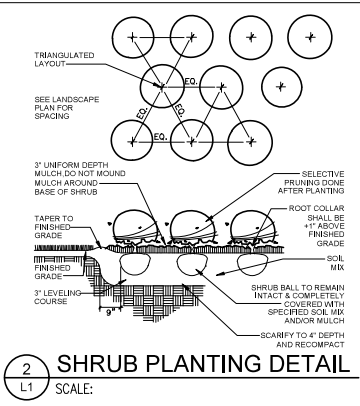
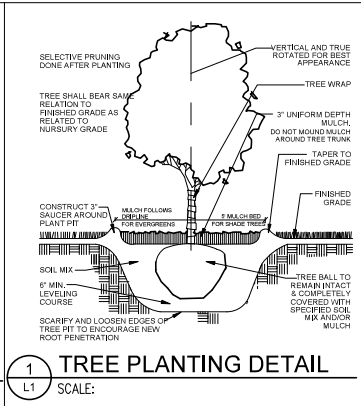
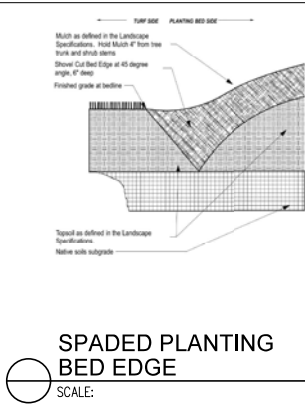
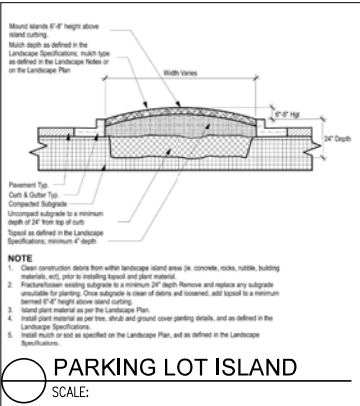


EXHIBIT E

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The City of Des Plaines, Illinois ("**City**");

WHEREAS, Transport Properties, LLC ("**Petitioner**") applied to the City of Des Plaines for a conditional use permit ("**Conditional Use Permit**") and major variations ("**Variations**") in order to operate a livery service use on that certain property commonly known as 580 S. Wolf Road, Des Plaines, Illinois ("**Subject Property**"); and

WHEREAS, the Subject Property is owned by Chicago Title Land Trust Company, as Trustee under Trust Agreement dated July 17, 1968, Trust Number 53278 ("**Owner**"), which has consented to the Petitioner's application; and

WHEREAS, Ordinance No. Z-56-21 adopted by the City Council of the City of Des Plaines on _____, 2021 ("**Ordinance**"), grants approval of the Conditional Use Permit and Variations, subject to certain conditions; and

WHEREAS, the Petitioner and the Owner each desires to evidence to the City its unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in said Ordinance, and its consent to recording the Ordinance and this Unconditional Agreement and Consent against the Subject Property;

NOW, THEREFORE, the Petitioner and the Owner do hereby agree and covenant as follows:

1. Petitioner and Owner hereby unconditionally agree to accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. Z-56-21, adopted by the City Council on _____, 2021.
2. Petitioner and Owner acknowledge and agree that the City is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's review and approval of any plans for the Subject Property, or the issuance of any permits for the use and development of the Subject Property, and that the City's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure Petitioner or Owner against damage or injury of any kind and at any time.
3. Petitioner and Owner acknowledge that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, 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 procedures required by Section 12-4-7 of the City's Zoning Ordinance are followed.

4. Petitioner agrees to and do hereby hold harmless and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the City's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Subject Property, and (d) the performance by Petitioner of its obligations under this Unconditional Agreement and Consent.
5. Petitioner hereby agrees to pay all expenses incurred by the City in defending itself with regard to any and all of the claims mentioned in this Unconditional Agreement and Consent. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the City.

ATTEST:

TRANSPORT PROPERTIES, LLC

By: _____

By: _____

SUBSCRIBED and **SWORN** to
before me this _____ day of
_____, 2021.

Its: _____

Notary Public

ATTEST:

**CHICAGO TITLE LAND TRUST COMPANY,
AS TRUSTEE UNDER TRUST AGREEMENT
DATED JULY 17, 1968, TRUST NUMBER 53278**

By: _____

SUBSCRIBED and **SWORN** to
before me this _____ day of
_____, 2021.

Notary Public



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: November 8, 2021

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

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

Cc: Peter Friedman, Elrod Friedman, General Counsel
Stewart Weiss, Elrod Friedman, General Counsel

Subject: Compliance and Temporary Abeyance of Enforcement Agreement for Commercial Parking at 3001 Mannheim Road; Waiver of Redevelopment Agreement Pre-Condition

Issue: The Holiday Inn Express and Suites hotel is at 3001 Mannheim Road in the Orchards at O'Hare development. The hotel has been operating a commercial parking lot use, as defined in Section 12-13-3 of the Zoning Ordinance, since approximately mid-July 2021, when first documented by City staff. Commercial parking was not one of the approved uses of the planned unit development, the final plat for which was approved by Ordinance Z-18-16 and amended by Ordinance Z-10-19. A commercial parking lot also requires a conditional use in the underlying C-3 district. Therefore, its operation is a zoning violation.

Additionally, for property ownership to begin to receive financial incentives agreed upon in the Redevelopment Agreement with the City, ownership has requested a waiver of a pre-condition in the agreement. Citing the COVID-19 pandemic, ownership asks that the requirement to produce a letter of intent ("LOI") with a restaurant operator for development of the "restaurant parcel" of the Orchards at O'Hare subdivision be waived. This waiver is related only to the financial incentives. The compliance agreement stipulates ownership must continue to market the site for restaurant development.

Analysis: Recognizing the financial difficulties of the hotel operator, as well as the importance of the overall health of the Orchards at O'Hare development to Des Plaines, the City is proposing a formal agreement to suspend enforcement of the zoning violation for 12 months, through November 15, 2022. This will allow the hotel in the immediate term to continue to operate the commercial parking use, which consists of non-hotel visitors (typically O'Hare Airport travelers) reserving a parking space through third-party apps and websites such as Way.com. The commercial parking is providing an ancillary revenue stream to the hotel, the business for which was significantly impacted by COVID-19. The property lies within the O'Hare Corridor Privilege Area and is subject to a \$1 per car daily parking tax, which has not been remitted to the City for the duration of the non-permitted activity.

Therefore, the compliance agreement stipulates the following requirements for property ownership:

- Pay a \$500 fine to settle the initial violation;
- Pay \$6,100¹ as an estimated amount of parking tax due to the City since July, then file with the Finance Department to begin remitting the tax for future activity;
- Apply for a Parking Lot Permit from the City as required by Section 7-7-2 of the City's Code of Ordinances and maintain the permit in good standing at all times when conducting the Commercial Parking;
- Confine the commercial parking activity to the hotel parcel and the restaurant parcel in the development;
- Prevent commercial parking from interfering with the parking needs of the hotel or any other development and business activity within the Planned Development Property, avoiding a parking shortage for any existing use within the development;
- Conduct commercial parking only on a hard, all-weather, dustless surface in permanently striped parking spaces, with drive aisle widths and parking space dimensions that comply with Section 12-9-6 of the Zoning Ordinance;
- Maintain all portions of the Orchards at O'Hare development free of nuisances and undue service demand from the City of Des Plaines, including but not limited to property maintenance code enforcement and public safety (Police and Fire);
- Continue to make all commercially reasonable and diligent efforts to identify and pursue an entity to develop and operate a freestanding restaurant on the restaurant parcel, as contemplated in the Redevelopment Agreement for Orchards at O'Hare; and
- By February 15, 2022, apply to the Department of Community and Economic Development to seek an amendment to the planned unit development for Orchards at O'Hare and a conditional use for commercial parking.

City Council Action: The Council may approve Resolution R-189-21 to allow the City to enter into this agreement, formalizing the temporary abeyance of enforcement. The resolution also contains ownership's requested waiver of the pre-condition of the Redevelopment Agreement that in order for closure on financial incentives, an LOI for restaurant development must be produced.

Resolution R-189-21

Exhibit A: Compliance and Abeyance of Enforcement Agreement

¹ Begins with July 15, 2021 and runs through November 15, 2021. Assumes 50 cars, or \$50, per day.

CITY OF DES PLAINES

RESOLUTION R - 189 - 21

A RESOLUTION APPROVING COMPLIANCE AND TEMPORARY ABEYANCE OF ENFORCEMENT AGREEMENT BETWEEN THE CITY OF DES PLAINES, PROMINENCE HOSPITALITY GROUP, AND O'HARE REAL ESTATE LLC AND WAIVING A CONDITION OF FINANCIAL INCENTIVE CLOSING.

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 previously entered into that certain Amended and Restated Redevelopment and Economic Incentive Agreement with O'Hare Real Estate, LLC ("**Redevelopment Agreement**") dated as of July 6, 2016 which governs the ongoing redevelopment of certain parcels located at the northwest corner of Mannheim and Higgins Road comprising the Orchards at O'Hare Subdivision ("**Planned Development Property**"); and

WHEREAS, the Redevelopment Agreement required O'Hare Real Estate, LLC ("**ORE**") to redevelop the Planned Development Property with a hotel, a gas station, a car wash, and a restaurant (collectively, the "**Project**") in exchange for certain financial incentives, including (i) reimbursement of certain redevelopment project costs pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/1-74.4-1 *et seq.*); (ii) a partial rebate of sales taxes generated by commercial uses on the Planned Development Property; and (iii) a partial rebate of the City Hotel-Motel Operator's Occupation Tax and the City's O'Hare Corridor Privilege Tax collected from hotel to be constructed on the Planned Development Property (collectively, the "**Financial Incentives**"); and

WHEREAS, after the execution of the Redevelopment Agreement, ORE conveyed a portion of the Planned Development Property designated as the "**Hotel Property**" to Prominence Hospitality Group, LLC ("**Prominence**") which constructed a Holiday Inn Express ("**Hotel**") on the Hotel Parcel; and

WHEREAS, Prominence and ORE have, since July 2021, conducted a commercial parking operation for cars not associated with guests of the Hotel on both the Hotel Parcel and another portion of the Planned Development Property designated as the "**Restaurant Parcel**" ("**Non-Accessory Commercial Parking**"); and

WHEREAS, the City has determined, and Prominence and ORE acknowledge and agree, that (i) the operation of the Non-Accessory Commercial Parking on the Planned Development Property constitutes a violation of the Redevelopment Agreement, the entitlements granted for the Project, and the Zoning Ordinance; and (ii) the City has the right under law to seek fines and obtain

injunctive relief against Prominence to cease all operation of the Non-Accessory Commercial Parking on the Planned Development Property; and

WHEREAS, the City is willing to hold its enforcement rights in abeyance and to allow the continued operation of the Non-Accessory Commercial Parking on the Owners' property on a temporary basis conditioned on the Owners' compliance with certain requirements and obligations set forth in the Compliance and Temporary Abeyance of Enforcement Agreement ("**Compliance Agreement**"); and

WHEREAS, the Redevelopment Agreement required ORE to satisfy certain conditions prior to the Financial Incentives becoming available to ORE, including the delivery to the City of proof that ORE had secured a letter of intent from a national or regional fast casual restaurant franchise to develop a restaurant on the Restaurant Parcel ("**Letter of Intent**"); and

WHEREAS, due to the ongoing COVID-19 pandemic, ORE has been unable to secure a Letter of Intent to develop a restaurant on the Restaurant Parcel but continues to market the parcel to prospective tenants; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into the Compliance Agreement and waive the Redevelopment Agreement's requirement that ORE produce a Letter of Intent prior the closing of the Financial Incentives;

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

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

SECTION 4: WAIVER OF LETTER OF INTENT FOR RESTAURANT PARCEL. The requirement that ORE produce a Letter of Intent as a pre-condition of the Financial Incentive Closing as set forth in Section 12.D.2.e of the Redevelopment Agreement is hereby waived.

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

**COMPLIANCE AND TEMPORARY ABEYANCE OF ENFORCEMENT AGREEMENT
BETWEEN THE CITY OF DES PLAINES, PROMINENCE O'HARE LLC, AND O'HARE
REAL ESTATE LLC
(3001 MANNHEIM ROAD)**

THIS AGREEMENT is made as of November ____, 2021 ("**Effective Date**") by and between the **CITY OF DES PLAINES**, an Illinois home rule municipal corporation ("**City**"), **PROMINENCE O'HARE, LLC** an Illinois limited liability company ("**Prominence**"), and **O'HARE REAL ESTATE LLC**, an Illinois limited liability company ("**ORE**"). In consideration of the mutual promises of the parties hereto made each to the other and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, Prominence, and ORE hereby agree as follows:

Section 1. Background.

A. Prominence is the owner of that certain property designated at Lot 5 in the Orchards at O'Hare Subdivision, and commonly known as 3001 Mannheim Road, Des Plaines, Illinois ("**Hotel Parcel**").

B. ORE is the original developer of a planned unit development that includes the Hotel Parcel, an adjacent parcel located directly to the west of the Hotel Parcel designated as Lot 3 in the Orchards at O'Hare Subdivision ("**Restaurant Parcel**"), and other surrounding parcels ("**Planned Development**") which was approved by City of Des Plaines Ordinance Z-18-16 ("**PUD Ordinance**") and was required to be constructed in accordance with that certain Amended and Restated Redevelopment and Economic Incentive Agreement dated as of July 6, 2016 and recorded in the Office of the Cook County Recorder as Document No. 1704519090 on February 14, 2017 ("**Redevelopment Agreement**").

C. After the adoption of the PUD Ordinance and the execution of the Redevelopment Agreement, ORE conveyed the Hotel Parcel to Prominence which constructed a Holiday Inn Express ("**Hotel**") on the Hotel Parcel.

D. The Hotel Parcel, the Restaurant Parcel, and all other portions of the Orchards at O'Hare Subdivision owned by ORE (collectively, the "**Planned Development Property**") are governed by the terms and restrictions set forth in the PUD Ordinance, the Redevelopment Agreement, and requirements of the C-3 General Commercial Zoning District as set forth in the Des Plaines Zoning Ordinance of 1998, as amended ("**Zoning Ordinance**").

E. Prominence and ORE have, since July 2021, conducted a commercial parking operation for cars not associated with guests of the Hotel on both the Hotel Parcel and the Restaurant Parcel ("**Non-Accessory Commercial Parking**"). This operation is considered a "Commercial Parking Lot" under the Zoning Ordinance, and was not contemplated as a permitted use on the Planned Development Property by the PUD Ordinance or the Redevelopment Agreement.

F. Commercial Parking Lots require a conditional use permit to operate in the C-3 District.

G. The City has determined, and Prominence and ORE acknowledge and agree, that (i) the operation of the Non-Accessory Commercial Parking on the Planned Development Property constitutes a violation of the Redevelopment Agreement, the PUD Ordinance, and the Zoning

Ordinance; and (ii) the City has the right under law to seek fines and obtain injunctive relief against Prominence to cease all operation of the Non-Accessory Commercial Parking on the Planned Development Property.

H. Prominence and ORE (collectively, the “**Owners**”) have informed the City that, in order to avoid potential litigation and settle all disputes with respect to the Non-Accessory Commercial Parking between the Parties, they will (i) agree to seek a conditional use permit to allow the operation of a “Commercial Parking Lot” on the Hotel Parcel and the Restaurant Parcel; and (2) request that the City grant the Owners permission to continue the Non-Accessory Commercial Parking on a temporary basis while they proceed with the City process for amending the original entitlements for the Planned Development Property.

L. The City is willing to hold its enforcement rights in abeyance and to allow the continued operation of the Non-Accessory Commercial Parking on the Owners’ property on a temporary basis conditioned on the Owners’ compliance with the requirements and obligations set forth in this Agreement.

Section 2. Temporary Abeyance of Enforcement.

A. Abeyance Period Defined. For purposes of this Agreement, the Abeyance Period will be defined as that period commencing on the Effective Date of this Agreement (provided that the payments set forth in Section 2.D have been received by the City) and ending no later than November 15, 2022, subject to early termination as set forth in Section 4 of this Agreement (“**Abeyance Period**”).

B. City Agreement Regarding Enforcement. Subject to the Owners’ compliance with the terms of this Agreement, including specifically the operating conditions set forth in Section 2.C of this Agreement, the City will, during the Abeyance Period allow the Owners to continue to operate the Non-Accessory Commercial Parking on the Hotel Parcel and the Restaurant Parcel.

C. Operation of the Non-Accessory Commercial Parking. At all times during the Abeyance Period, the Owners agree to conduct the Non-Accessory Commercial Parking in accordance with the following conditions:

1. The Owners will, immediately upon the Effective Date of this Agreement, apply for a Parking Lot Permit from the City as required by Section 7-7-2 of the City’s Code of Ordinances and maintain the permit in good standing at all times when conducting the Non-Accessory Commercial Parking.
2. All Non-Accessory Commercial Parking must be confined to the Hotel Parcel and the Restaurant Parcel, and will be prohibited on any other portion of the Planned Development Property.
3. The Non-Accessory Commercial Parking may not interfere with the parking needs of the Hotel or any other development and business activity within the Planned Development Property, and may not create a parking shortage for any existing use within the development.
4. All Non-Accessory Commercial Parking may only be conducted on a hard, all-weather, dustless surface in permanently striped parking spaces, with

drive aisle widths and parking space dimensions that comply with Section 12-9-6 of the Zoning Ordinance.

5. For the duration of this Agreement, all portions of the Planned Development Property will be maintained free of nuisances and not create undue service demand from the City of Des Plaines, including but not limited to property maintenance code enforcement and public safety (Police and Fire).
6. ORE will continue to make all commercially reasonable and diligent efforts to identify and pursue an entity to develop and operate a free-standing Class A Restaurant on the Restaurant Parcel, as contemplated in the Redevelopment Agreement.

D. Payment of Compliance Fine. The Owners will pay the City a compliance fine for the unpermitted conduct of the Non-Accessory Commercial Parking in the agreed upon amount of \$500.

E. Payment of O'Hare Corridor Privilege Area Parking Tax. The Owners acknowledge that the Hotel Parcel and the Restaurant Parcel are located within the City's O'Hare Corridor Privilege Tax Area and that all commercial parking activity within that Area is subject to the O'Hare Corridor Privilege Tax Area Parking Tax ("**Parking Tax**") as set forth in Section 15-6-2 of the City's Code of Ordinances. Immediately after the Effective Date of this Agreement, the Owners will file with Finance Department the necessary forms to remit, at the frequency required by the Department, the Parking Tax, commencing with all parking activity on or after November 16, 2021. In addition, the Owners will pay to the City \$6,100 as a fair and accurate estimate of the taxes that are due to the City based on the conduct of the Non-Accessory Commercial Parking on the Owners' respective parcels prior to the execution of this Agreement.

F. The Owner's ability to continue to conduct the Non-Accessory Commercial Parking on their respective parcels will be contingent upon the immediate payment of the amounts set forth in Sections 2.D and 2.E of this Agreement.

Section 3. Application for Modified Entitlements.

A. The Owners will, no later than February 15, 2022, submit to the City's Department of Community and Economic Development, a complete application for the following relief:

1. A Major Change to a Planned Unit Development and a Conditional Use for Commercial Parking Lot in the C-3 Zoning District; and
2. Any amendments to the Redevelopment Agreement that may be necessary to allow the operation of Non-Commercial Parking on the Owners' respective parcels.

(collectively, the "**Modified Entitlements**").

B. The Owners must diligently pursue their application for the Modified Entitlements through all steps of the City's zoning entitlement approval processes, including a public hearing before the City's Planning and Zoning Board.

C. Pursuant to the requirements of the Zoning Code, the Owners will pay for all third-party costs and fees incurred by the City in processing the application for the Modified

Entitlements, including legal fees. The Owners deposited a refundable \$7,500 escrow on October 14, 2021, to cover all third-party costs and fees, and will replenish as necessary to cover said costs and fees.

D. The Owners acknowledge and agree that they have no vested right to the Modified Entitlements and that their compliance with the terms of this Agreement do not provide any assurance of a positive recommendation from the City's Planning and Zoning Board or approval of the Modified Entitlements by the City Council. Further, the Owners acknowledge and agree that the City, by executing this Agreement or by processing the application for the Modified Entitlements has no duty or obligation to approve any or all of the requested Modified Entitlements.

Section 4. Termination of Abeyance Period.

A. If, on or before November 15, 2022, the City Council approves all of the Modified Entitlements, the Abeyance Period will automatically terminate. All applicable operating conditions for the Non-Accessory Commercial Parking set forth in Section 2.C of this Agreement will be incorporated into the Modified Entitlements and will be recorded as binding covenants against the Owners' property.

B. If, on or before November 15, 2022, the City Council has denied or the Owners have not timely filed or diligently pursued approval of the Modified Entitlements, the Abeyance Period will terminate on November 16, 2022, or on the date of denial, whichever is earlier. In such event, the Owners must immediately bring all portions of the Planned Development Property into strict compliance with the PUD Ordinance, the Redevelopment Agreement, and all relevant provisions of the Zoning Ordinance. Specifically, and without limitation, all Non-Accessory Commercial Parking will cease on the Planned Development Property.

Section 5. City's Reserved Rights. Neither the City's execution of this Agreement nor its consent to abate its enforcement rights with regard to violations of the PUD Ordinance and the Redevelopment Agreement constitute a waiver of any other legal rights or authority the City may possess. The City hereby reserves and affirms its continuing right to enforce all criminal, health, safety, building, and property maintenance laws, ordinances, and regulations against the Owners, the Planned Development Property, and to pursue all remedies afforded to it under law.

Section 5. General Provisions.

A. **Indemnification.** The Owners hereby agrees to release, defend, indemnify, and hold harmless the City, its officers, agents, servants, officials, attorneys, employees, and representatives from and against any and all injuries, damages, claims, liabilities, demands, causes of action, losses, suits, expenses, and judgments of any and all nature and kind whatsoever, including without limitation costs, expenses, and attorneys' fees, to the extent arising out of, occasioned by, connected with, or in any way attributable to the approval of this Agreement by the City or the performance any actions on the part of the City required by this Agreement.

B. **Time of the Essence.** Time is of the essence in the performance of this Agreement.

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

D. Non-Waiver. The City will not be under any obligation to exercise any of the rights granted to it in this Agreement. The failure of the City to exercise at any time any right granted to it may not be deemed or construed to be a waiver of that right, nor will the failure void or affect the City's right to enforce that right or any other right.

E. Governing Law; Venue. This Agreement will be governed by, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

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

G. Authority to Execute. The City hereby warrants and represents to the Owners that the Person executing this Agreement on its behalf has been properly authorized to do so by the Ordinances of the City of Des Plaines. Prominence and ORE respectively warrant and represent to the City that the Persons executing this Agreement on their behalf have been properly authorized to do so by its managers and governing documents.

H. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any Person may be made, or be valid, against the City or the Owners.

**[THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Parties have duly executed this Compliance and Temporary Enforcement Abeyance Agreement, as of the Effective Date of this Agreement.

PROMINENCE O'HARE, LLC, an Illinois
limited liability company

By: _____
Signature

Print Name

Its: _____
Title

THE CITY OF DES PLAINES, an Illinois
home rule municipality

By: _____
Michael G. Bartholomew, City
Manager

Attest: _____
Jessica M. Mastalski, City Clerk

O'HARE REAL ESTATE, LLC, an Illinois
limited liability company

By: _____
Signature

Print Name

Its: _____
Title



CITY MANAGER'S OFFICE

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

MEMORANDUM

Date: November 4, 2021

To: Mayor Goczkowski and Aldermen of the City Council

From: Michael G. Bartholomew, City Manager *MB*

Subject: Intergovernmental Agreement for Coordination, Planning, Funding, and Provision of Fire Protection and Emergency Medical Services

Issue: Attached for your consideration is an intergovernmental agreement among the Village of Mount Prospect, the Village of Elk Grove Village, the City of Des Plaines, and the Elk Grove Rural Fire Protection District for the coordination, planning, funding, and provision of fire protection and emergency medical services to certain unincorporated areas in Cook County. Please see attached for an executive summary from Mt. Prospect.

Recommendation: I recommend that the City of Des Plaines enter into an intergovernmental agreement with the above-mentioned agencies for the purposes set forth in the attached agreement.

Attachments: Executive Summary
Resolution R-190-21
Exhibit A

Background

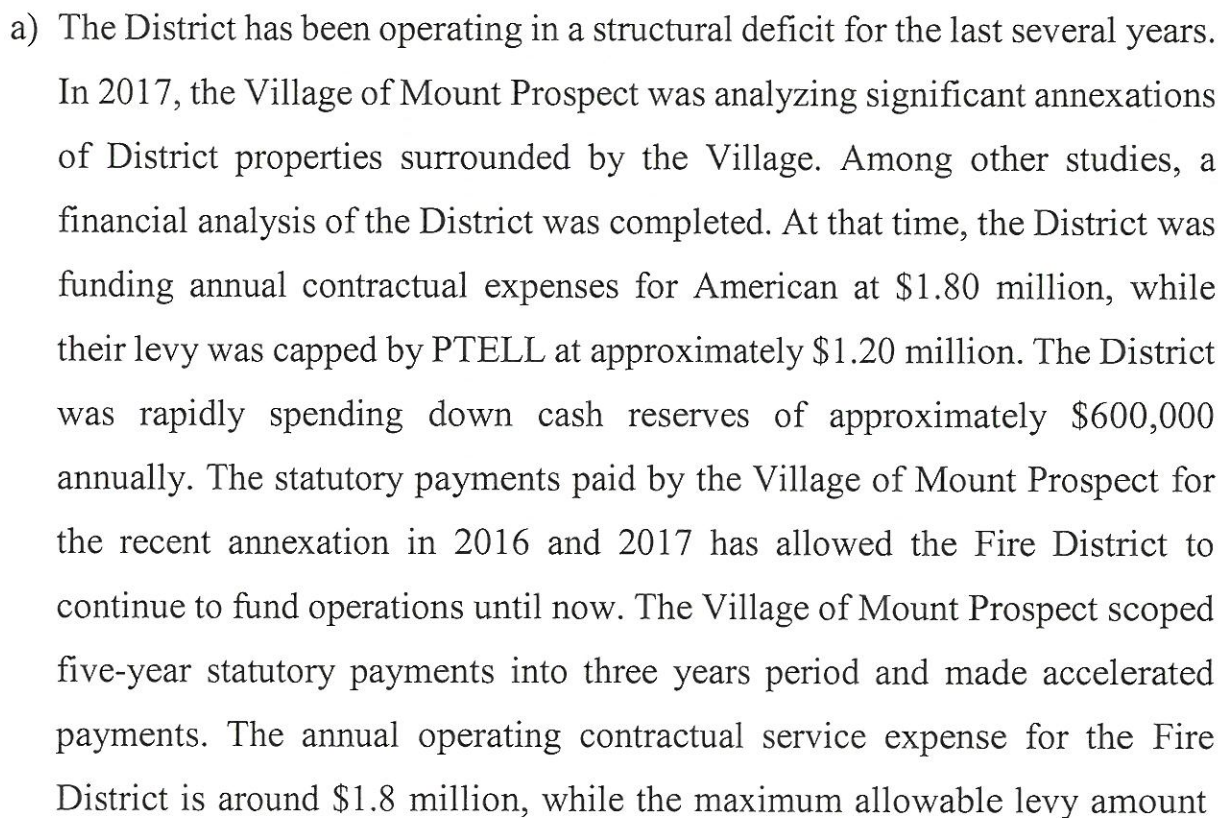
The Elk Grove Fire Protection District (District) is responsible for providing fire and emergency medical services for unincorporated properties within Elk Grove Township. American Fire and Rescue Services Corporation (American) has been providing contractual services for the District since 1979. All employee serving the District are employees of American. The District covers several unincorporated areas between Elk Grove, Mount Prospect and Des Plaines and has an annual call volume around 902 calls. Of 902 calls, 325 calls are District calls in the unincorporated area and 577 are mutual aid calls in other municipalities.

The District covers four manufactured housing areas as described below.

Development	Number of Units	Population
Blackhawk Estates/Touhy Manufactured Housing	265	695
Des Plaines Manufactured Housing	164	430
Oasis Manufactured Housing	600	1,572
Willoway Terrace	305	750
Total	1,334	3,447

Sources: ACS 5 and 1 year estimates (2019, 2015-2019), manufactured home development managing offices

The District also serves 57 single-family homes in the Ropollo subdivision and various industrial and commercial properties, which are located both north and south of the I-90 tollway as described in the EGT Service Area Map:



per the PTELL laws are approximately \$800,000. The Fire District is losing more than \$1.0 million each year and that is rapidly depleting their fund balance. With this significant structural deficit, the District cannot serve its residents and property owners in the future years. An assessment of the District cash position indicates they will run out of reserves in early 2022.

- b) It is important to note that within the industrial and manufactured home developments, public water supply is provided by the sites privately through shallow groundwater wells. It would be a significant undertaking by any municipality to provide a municipal water main to the sites. Besides Willoway Terrace, which receives wastewater collection service from Elk Grove Township, the other manufactured housing developments in the unincorporated area do not have the critical infrastructure necessary for the number of units and population living in the area.
- c) The manufactured housing communities account for a major portion of the District calls. Due to the assessment rules, these properties parcels are assessed at a much lower rate than their actual market values. The lower assessment for manufactured communities disproportionately puts the financial burden of the service costs on other properties and do not provide a fair and equitable support in proportion to the services consumed.
- d) If nothing is done, the Office of the State Fire Marshall may assign a territory or portion of the territory to Des Plaines, Elk Grove and Mount Prospect. In that case, the municipalities may provide the same services but may not have any taxing authority or revenue to levy any taxes.

Solution

The Village of Mount Prospect has been working with the District since several annexations were completed in 2016 and 2017 to develop a permanent solution to provide residents and business owners in unincorporated Elk Grove Township fire

and EMS protection. After evaluating several options, the most practical long-term solution was an intergovernmental shared services agreement with the City of Des Plaines, Elk Grove Village and the Village of Mount Prospect. An Intergovernmental Agreement has been drafted (attached) to establish fire and EMS responsibilities of the three municipal fire departments, establish a funding mechanism to fund these services, and outline the eventual wind down the Elk Grove Rural Fire Protection District. The IGA would create an opportunity to consolidate critical life-safety services by serving the unincorporated areas with the surrounding professional municipal fire departments. The parties to the IGA are:

- City of Des Plaines
- Elk Grove Village
- Village of Mount Prospect
- Elk Grove Rural Fire Protection District

The terms of the Intergovernmental Agreement are described below:

Operations

- a) The municipal fire departments from the three municipalities will provide fire and EMS protection from the closest existing fire stations and with existing fire department staffing. (See attached Response Map July 2021).
- b) The current call volume of the District is approximately 325 calls. Per the territory assigned, the City of Des Plaines will handle approximately 133 calls or 40.9% of total call volume. Elk Grove Village will handle an estimated volume of 140 calls or 43.1% of the total call volume. The remaining 52 calls or 16.0% of calls will be handled by the Village of Mount Prospect.
- c) The respective municipal fire departments will provide services based on its own internal policies and will provide the same level of fire and EMS as it provides within the respective corporate boundaries.

Funding

- a) As mentioned previously, the unincorporated area generates a maximum property tax levy of \$800,000. This is not an adequate funding level for the services being provided by the municipalities. In lieu of the District property tax levy, three Special Service Areas will be created to provide a minimum funding source of \$1.0M annually (See attached SSA Map dated August 2021). A total of three SSA's are contemplated to ensure contiguity of parcels and ensure an equitable contribution from the mobile home communities. This amount is approximately what the District would request in the 2021 property tax levy. SSA 1 and SSA 2 will be enacted by Elk Grove Village, while SSA 3 will be enacted by the Village of Mount Prospect. If one or more of SSA's are not approved, the IGA will be terminated. (NOTE: The \$1.0 million SSA represents a 5.29 percent increase over the current District property tax levy. Please see the attached Property Tax Analysis, SSA Tax Collection Analysis and SSA Analysis by PIN).
- b) The SSAs are based on the Equalized Assessed Values within the unincorporated area. SSA1 will cover 37 percent of the total Fire and EMS Special Service Area taxes; SSA2 will cover 36 percent; and SSA3 will cover 27 percent of the Special Service Area taxes. These ratios/percentages of burden is fixed and any future changes in the Equalized Assessed Value will not shift the burden from one SSA to another. The parcels in the Special Service Areas may be annexed by any of the three municipalities, but annexed parcels are required to remain in the SSA.
- c) The current and future five-year declining statutory payments for future annexations of this area will be waived except \$262,895 payable by Mount Prospect from the 2016-2017 annexation per the existing Intergovernmental Agreement between the Village of Mount Prospect and Elk Grove Rural Fire

Protection District. \$262,895 will be paid by Mount Prospect into SSA Funds and will only be used towards the abatement of the levy as identified in the Other Terms.

- d) The annexing municipality at its own discretion can abate a portion of the Fire or any other appropriate levy to protect the tax payers from dual taxation
- e) The servicing fire department will manage ambulance billing and GEMT fees based on its own rates and billing practices to be retained by the responding municipality.
- f) The year 1 Total Special Service area tax amount is set at \$1.0 million. SSA1 will levy \$370,000, SSA2 will levy \$360,000 and SSA3 will levy \$270,000. These amounts can increase up to 5.0 percent each year as allowed by statute. The year 1 \$1.0 million amount may be abated subject to operating distribution amount from the asset liquidation. The total collected taxes from three special service areas will be divided based on the actual call volume handled by each department at the end of the year, as described in the below example. The funding mechanism provides fair and equitable revenue sharing between three participating municipalities based on actual call volume.

Municipality	Call Volume	Percentage	SSA Tax Distribution	Per Call Revenue
City of Des Plaines	133	40.9%	409,230.77	3,076.92
Elk Grove Village	140	43.1%	430,769.23	3,076.92
Village of Mount Prospect	52	16.0%	160,000.00	3,076.92
Total	325	100.0%	1,000,000.00	3,076.92

If the Fire and EMS services begin later than January 1, 2022, in such case, the amount of annual funding of \$1.0 million for the year 1 shall be reduced proportionately based on the actual commencement date.

- g) The Village of Mount Prospect will administer and account for all three Special Service areas. All the participating municipalities will provide call details at the year-end. The Village of Mount Prospect will analyze the call

volume and the collected special service area taxes for the given year, and distribute the appropriate taxes on or around March 15 annually after the year-end.

Other IGA Terms

- The Fire District agreed to levy maximum possible amount allowed by law for assessment year 2021 and agrees to handover the full levy collection to the SSA fund. The 2021 levy amount will be credited towards year 1 SSA taxes and any remaining amount will be paid with operating funds as identified below. After successful establishment of the Special Service Area, the District will begin to liquidate assets and will stop levying any future taxes starting assessment year 2022. The existing assets of the Fire District will be liquidated and distributed as below:
 - a) \$50,000 will be allocated to the Rural Fire District Board for wind down and other legal expenses.
 - b) Existing Fire Station 11 will be deeded to the Village of Mount Prospect upon hiring of six additional fire fighters to be deployed to Station 11.
 - c) Existing water tender will be deeded to the Village of Mount Prospect, who will be responsible to staff and maintain the tanker/tender.
 - d) All remaining assets will be liquidated and will be added to the remaining cash balance and will further be divided as below:
 - a. 50% of the available cash will be called Capital Funds and will be shared between the City of Des Plaines and Elk Grove Village equally. The Village of Mount Prospect will not receive a capital fund allocation as it has received the real estate and tanker as mentioned above.

- b. Remaining 50% of the available cash will be called operating funds and will be used to pay the legal fees for creating of special service areas. Any remaining amount after paying the legal fees and \$262,895 from the Village of Mount Prospect (for statutory payment) will be used to fund the gap between year 1 charges and levy collection. Any remaining amount after year 1 charges will be credited towards the SSA levy for year two, three and four in equal amounts.
- The District will begin to dissolve and agree to support and approve a referendum for the November 2022 ballot pursuant to state statute.
 - All three fire department mutually agree to provide mutual aid support and backup in serving the unincorporated area. The Village of Mount Prospect will also provide support with tanker in the unincorporated area as needed.

The attached intergovernmental agreement is drafted and reviewed by the legal and leadership teams of all three municipalities.

Recommendation and Action Items:

It is recommended that the three municipalities and the Elk Grove Rural Fire Protection District adopt and authorize the attached intergovernmental agreement. Upon adoption by all the parties, pursuant to the Agreement, Mount Prospect and Elk Grove Village, but not Des Plaines, will establish SSAs. Following Illinois statute, Mount Prospect and Elk Grove Village each will pass an ordinance identifying the area where the SSA's will be located. After the ordinances pass, a 60 day waiting period follows before the SSAs can be implemented. Once the SSAs have been established, the Municipalities assume responsibility for providing Fire and EMS Services to their assigned Service Areas. At this point, the District shall discontinue all services and begin the process of winding down its affairs. Pursuant

to the Agreement, the District will initiate a dissolution referendum to be placed on the November 2022 general election ballot.

Conclusion

To develop an intergovernmental shared services agreement to provide critical life-safety services for unincorporated residents and businesses is complicated. The three municipalities worked collaboratively to identify issues and concerns that could negatively impact this plan in the future. The fundamental guiding principal of the IGA was to proactively plan a fair approach to responding to this area with an adequate funding source. Admittedly, this is an issue created by annexations in Mount Prospect and Elk Grove Village over the last twenty years. The plan is greatly enhanced by the participation of Des Plaines, given the proximity of their existing fire station to SSA 1. The three professional fire departments will benefit from enhanced training opportunities and backup from partner agencies. The municipalities will benefit from the vastly improved mutual aid our fire departments will provide the communities of Des Plaines, Elk Grove Village and Mount Prospect.

In the alternative, if a reactive solution is preferred, it will likely be determined by the State Fire Marshal, the General Assembly or a Judge in Cook County. In either of those cases, the many financial and operational variables considered by our Fire Chiefs, Village Attorneys, Finance Directors and City/Village Managers in drafting this shared services agreement will likely be ignored. Further, the State Fire Marshall has advised they will not intervene until after a fire district is unable to provide/fund fire and EMS services. The municipal teams have done a great job trying to prevent that doomsday scenario by creating an innovative shared services agreement to provide and fund these critical services to the remaining pocket of unincorporated properties in Elk Grove Township. The next step is for the municipalities and the District to approve the IGA. Upon completion, the SSA creation process will begin,

which will include an open house for residents and businesses in the unincorporated area.

CITY OF DES PLAINES

RESOLUTION R - 190 - 21

A RESOLUTION APPROVING AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF MOUNT PROSPECT, THE VILLAGE OF
ELK GROVE VILLAGE, THE CITY OF DES PLAINES,
AND THE ELK GROVE RURAL FIRE PROTECTION
DISTRICT FOR THE COORDINATION, PLANNING,
FUNDING AND PROVISION OF FIRE PROTECTION AND
EMERGENCY MEDICAL SERVICES TO CERTAIN
UNINCORPORATED AREAS IN COOK COUNTY.

WHEREAS, the City of Des Plaines ("*City*") is an Illinois home rule municipal corporation; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes units of local government to contract or otherwise associate among themselves "to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance," as well as to use their revenues, credit and other resources for intergovernmental activities; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, also authorizes the joint use and enjoyment of the powers, privileges, functions and authority of units of local governments; and

WHEREAS, the Village of Mount Prospect, Elk Grove Village, Des Plaines, and the Elk Grove Rural Fire Protection District ("*District*") (collectively, the "*Parties*") are units of local government as defined in Article VII, Section 1 of the Constitution of the State of Illinois and they all are public agencies as defined in the Intergovernmental Cooperation Act, 5 ILCS 220/2; and

WHEREAS, the District currently provides fire protection and emergency medical services to those unincorporated parcels located within its jurisdiction ("*Service Areas*"); and

WHEREAS, Villages and the City recognize the essential nature of the fire protection and emergency medical services provided by the District to the geographically disparate Service Areas; and

WHEREAS, the Villages and the City acknowledge that the District is operating at a structural financial deficit and will not be able to maintain sufficient funding to continue providing fire protection and emergency medical services to its Service Areas in the near future; and

WHEREAS, the Parties believe it is reasonable and in the best interest of all concerned that Villages and the City assume the responsibility to provide fire response, emergency medical

{00123306.1}

services, rescue services, incident management and mitigation, and fire Community Risk Reduction activities (collectively, the “*Fire and EMS Services*”) to the Service Areas as soon as the Villages and the City are able to establish one or more municipal special service areas (“*SSAs*”) over the District’s Service Areas for the purpose of establishing a consistent and sustainable funding source; and

WHEREAS, the Parties recognize the ongoing provision of the Fire and EMS Services to the Service Areas requires that the Villages and the City coordinate and cooperate to create the SSAs; and

WHEREAS, the Villages and the City seek to use their home rule and intergovernmental cooperation authority to (i) provide the Fire and EMS Services to the Service Areas on an extraterritorial basis; and (ii) levy and redistribute revenues from the SSAs to equitably share the benefits and burdens of this joint endeavor; and

WHEREAS, the Parties desire to enter into an intergovernmental agreement in order to set forth their individual and mutual obligations regarding the coordination, funding, and provision of the Fire and EMS Services to the Service Areas (“*Agreement*”); and

WHEREAS, the City Council of the City of Des Plaines has determined that it is in the best interest of the City and its Residents to enter into the Agreement;

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

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

SECTION 2: APPROVAL OF AGREEMENT. The City Council hereby approves the Agreement in substantially the form attached to this Resolution as *Exhibit A*, (“*Agreement*”).

SECTION 3: AUTHORIZATION TO EXECUTE THE 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.

SECTION 4: 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

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF MOUNT PROSPECT, THE VILLAGE OF ELK GROVE VILLAGE, THE CITY OF DES PLAINES AND THE ELK GROVE RURAL FIRE PROTECTION DISTRICT FOR THE COORDINATION, PLANNING, FUNDING AND PROVISION OF FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES TO CERTAIN UNINCORPORATED AREAS IN COOK COUNTY THIS INTERGOVERNMENTAL AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 2021 ("**Effective Date**"), by, between and among the Village of Mount Prospect ("**Mount Prospect**"), the Village of Elk Grove Village ("**Elk Grove Village**"), the City of Des Plaines ("**Des Plaines**") and the Elk Grove Rural Fire Protection District ("**District**") collectively referred to herein as the "**Parties**."

RECITALS

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, provides that in furtherance of the exercise of their powers, units of local government may contract among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorizes public agencies in Illinois to exercise jointly with any other public agency any power or powers, privileges, functions or authority which may be exercised by a public agency individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

WHEREAS, the District currently provides fire protection and emergency medical services to those unincorporated parcels located within its jurisdiction ("**Service Areas**"); and

WHEREAS, Mount Prospect, Elk Grove Village, Des Plaines, and the District are units of local government as defined in Article VII, Section 1 of the Constitution of the State of Illinois and they all are public agencies as defined in the Intergovernmental Cooperation Act, 5 ILCS 220/2; and

WHEREAS, Mount Prospect, Elk Grove Village, and Des Plaines (collectively, the "**Municipalities**" and each a "**Municipality**") are home rule municipal corporations pursuant to Section 6 of Article VII of Constitution of the State of Illinois; and

WHEREAS, the Parties recognize the essential nature of the fire protection and emergency medical services provided by the District to the geographically disparate Service Areas; and

WHEREAS, the Parties acknowledge that the District is operating at a structural financial deficit and will not be able to maintain sufficient funding to continue providing fire

protection and emergency medical services to its Service Areas in the near future; and **WHEREAS**, the Parties believe it is reasonable and in the best interest of all concerned that the Municipalities assume the responsibility to provide fire response, emergency medical services, rescue services, incident management and mitigation, and fire Community Risk Reduction activities (collectively, the “**Fire and EMS Services**”) to the Service Areas as soon as the Municipalities are able to establish one or more municipal special service areas (“**SSAs**”) over the District’s Service Areas for the purpose of establishing a consistent and sustainable funding source; and

WHEREAS, the Parties recognize the ongoing provision of the Fire and EMS Services to the Service Areas requires that the Municipalities coordinate and cooperate to create the SSAs; and

WHEREAS, the Municipalities seek to use their home rule and intergovernmental cooperation authority to (i) provide the Fire and EMS Services to the Service Areas on an extraterritorial basis; and (ii) levy and redistribute revenues from the SSAs to equitably share the benefits and burdens of this joint endeavor; and

WHEREAS, the Parties desire to enter into this Agreement in order to set forth their individual and mutual obligations regarding the coordination, funding, and provision of the Fire and EMS Services to the Service Areas; and

WHEREAS, the governing bodies of each of the Parties have determined that it is in the best interests of their respective constituents to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted by the Parties, the Parties agree as follows:

1. **Incorporation of Recitals.** The Recitals as set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Creation of Special Service Areas.** Immediately after the Effective Date, Elk Grove Village and Mount Prospect will enact legislation and take all other measures necessary to create three Special Service Areas in accordance with the Special Service Area Law (35 ILCS 200/27-5 *et seq.*) over the contiguous territory within the Service Areas depicted on the map attached as **Exhibit A (“SSA Eligible Parcels”)**. It is the intent of the Parties that the SSAs created pursuant to this Agreement will encompass the largest portion of the Service Areas possible while maintaining sufficient contiguity to comply with the Special Service Area Law. Elk Grove Village and Mount Prospect may accomplish this either by (a) the creation of one unitary SSA by either Municipality, if there is sufficient

geographical contiguity between the SSA Eligible Parcels and one Municipality; or (b) the creation of individual SSAs by Elk Grove Village and Mount Prospect with boundaries corresponding to those portions of the Service Areas contiguous to each Municipality and each other. Des Plaines will not be required to create or maintain any of the proposed SSAs. To the extent parcels within the District are not initially included in the SSAs, any such omitted parcels will be subsequently added to the Service Areas and included within one of the SSAs in a timely manner or otherwise served by one of the Municipalities as soon as contiguity is achieved.

3. Provision of Fire and EMS Services.

- a. Commencement of Fire and EMS Services by the Municipalities. No later than 30 days after the establishment of the SSAs, or a date otherwise mutually agreed upon by the Parties ("**Service Commencement Date**"), each Municipality will assume the primary responsibility to provide the Fire and EMS Services to the portions of the Service Areas that are assigned to it as depicted on the map attached to this Agreement as **Exhibit B**. The Parties agree and commit to work together to ensure a smooth transition of service to the District's properties.
- b. Apportionment of Primary Service Responsibility. The apportionment of the Services Areas between the Municipalities depicted in **Exhibit B** is based on a preliminary assessment of call volume, traffic patterns, and response capabilities, including equipment availability and staffing. This apportionment will be adjusted as needed by agreement of the Municipalities to ensure the highest possible level of service to each Municipality's Service Area. The District, until it is dissolved, shall be provided notice of any proposed changes to the assigned coverage areas for the respective sections of the Service Areas.
- c. Level of Service; Response Times. The Municipalities shall provide at least the same level and quality of Fire and EMS Services to the Service Areas as they provide to their own residents. The Municipalities shall adopt all appropriate and necessary rules, regulations, and procedures to ensure prompt response times to the Service Areas that are reasonably consistent with the emergency response times provided to incorporated areas of the Municipalities. The Parties will be obligated to work in good faith to remedy any identified consistent response time deficiencies, including, if

necessary or appropriate, reapportioning primary service responsibilities for the Service Areas amongst the Municipalities.

- d. Discontinuation of District Service and Tax Levy. The District will discontinue, and cause its contract service provider American Fire Service ("**Contract Provider**") to discontinue the provision of the Fire and EMS Services to the Service Areas immediately upon the Service Commencement Date. The District, after the Service Commencement Date, shall cease to levy a property tax over its territory unless the SSAs have not yet been approved or established. In the event a 2021 tax by the District is necessary, the District shall levy the maximum allowable amount by law, subject to approval by the municipalities.
- e. Mutual Aid Support. In order to provide the Fire and EMS Services to the Services Areas, the Municipalities will provide necessary mutual aid support to each other in accordance with established mutual aid agreements and procedures. Each Municipality will bear all dispatch costs arising from calls for fire protection or emergency medical services originating from their respective Service Areas.

4. Funding the Fire and EMS Services.

The Parties intend that the Fire and EMS Services be funded by annual special service tax levies in an amount sufficient to substantially compensate and reimburse the Municipalities' expenses incurred in providing the Fire and EMS Services to the Service Areas ("**Annual Funding**"). The amount of the Annual Funding shall provide for allowable annual increases or decreases as provided herein. The Annual Funding is further described as follows:

- a. Initial Annual Funding. The Annual Funding amount for the first year after the Service Commencement Date shall be set at \$1,000,000. The amount is set assuming that the Fire and EMS services will commence on January 1, 2022. If the Fire and EMS services begin later than January 1, 2022, in such case, the amount of annual funding of \$1.0 million for the year 1 shall be reduced proportionately based on the actual commencement date.
- b. Multiple SSAs. If the Municipalities determine it is necessary to establish multiple SSAs to levy the Annual Funding, the following requirements will apply:
 - i. The proportional amount of the Annual Funding to be levied by each SSA as shown in the Exhibit A shall be as follows: SSA 1

37%; SSA 2 36%; and SSA 3 27%. This pro rata share of each SSA shall remain the same for the entire term of this Agreement, regardless of annexations.

- ii. Elk Grove Village and Mount Prospect will use its best efforts to create an SSA that correspond to the Service Areas as depicted in Exhibit B, excluding any non-contiguous parcels ineligible for inclusion in the SSA. The District shall use its best efforts to support the creation of the SSAs and direct its Contract Provider to do the same.
 - iii. Mount Prospect will act as administrator of all SSA funds and shall be responsible for annually redistributing the revenue from its SSA levy to the Municipalities in the manner described in Section 4.c below.. Elk Grove Village shall turn over all SSA funds to Mount Prospect upon receipt. Mount Prospect will provide an annual accounting of all SSA funds to all parties to this Agreement.
- c. Calls of Service; Call Volume. The SSA tax revenues actually collected by each Municipality ("**SSA Revenues**") will be distributed proportionately by, between, and among the Municipalities based on the Calls for Service generated by their respective Service Areas. A "**Call for Service**" for the purposes of this Agreement will be defined as a call for assistance from the public that results in the dispatching of fire and/or EMS equipment and personnel by a Municipality to one of the Services Areas, either as a primary responder or mutual aid. A Call for Service does not include calls for other public safety purposes (e.g. police or public work call-outs) or inter/intradepartmental communications that do not result in dispatching fire protection or EMS personnel.
- d. Redistribution in Subsequent Years. The annual redistribution of the SSA revenues shall be based on a calendar year and be revised each year to reflect the proportionate call volume generated by each municipality during the immediately preceding year.
- e. Timing of Annual Redistribution of SSA Revenues. On or about March 15th of each year, Mount Prospect, as administrator of SSA funds, will distribute to the Municipalities the aggregate SSA Revenues among themselves in a manner that materially equalizes the SSA Revenues per call for each municipality ("**Annual Redistribution**"). To facilitate the redistribution of SSA Revenues,

the Municipalities agree to track and share the call volume generated by their respective Service Areas on an annual calendar year basis.

- f. Deposit and Authorized Uses of SSA Revenues. SSA Revenues collected by, or distributed to, the Municipalities shall be turned over to Mount Prospect to administer. These revenues shall be used for the purpose of providing the Fire and EMS Services to the Service Areas or reimbursing the Municipalities for services already rendered to their Service Area.
- g. Future Annexation of Service Areas. In the event any properties within a SSA are annexed to a Municipality they shall remain in the SSA and be responsible for paying the SSA tax. The portion of the Municipal property tax levy may be abated by the annexing Municipality at its discretion until such time as the properties are removed from the SSA.
- h. Adjustment of Annual Funding. After the Service Commencement Date, the Annual Funding will be adjusted yearly on January 1st by mutual agreement of the Municipalities in an amount necessary to ensure that the Annual Funding will cover the aggregate cost of service to the Service Areas. The Annual Funding may not be increased by more than five percent (5%) each year.
- i. Patient Billing. A Municipality providing ambulance service within the Service Areas will bill the patient or service recipient directly. The District assigns all the rights and interest to bill and collect ambulance billing, inspection service fees, Ground Emergency Medical Transportation Services (GEMT) and any other future county/state and federal grant funds for the provision of the Fire and EMS Services.
- k. Continuity of Service. At the time of expiration of the term of this Agreement, the Municipalities will renew the Agreement or, alternatively, the Municipalities must collectively establish a new source of funding at a comparable level with that provided by the SSAs so that the Municipalities may continue to provide the same level of the Fire and EMS Services to the Service Areas.

5. Cooperation of the Parties

The Parties shall cooperate in the exercise of their obligations as set forth in this Agreement. The Parties shall prepare, execute and provide such

additional agreements, consents and other approvals as needed to perform the purposes and objectives of this Agreement.

6. Dissolution of the District

- a. Once funding for the Fire and EMS Services to the Services Areas through the SSAs is established, the Municipalities will commence provision of the Fire and EMS Services to the Service Areas.
- b. The District agrees to pass an ordinance to levy 2021 property taxes (payable in 2022) at the maximum allowable amount per the applicable law. The District also agrees to cease levying any further taxes after AY 2021 levy (payable in 2022). The district agrees to handover the AY 2021 levy collection to the Special Service Areas. The AY 2021 levy collection amount shall be considered as payment in lieu of annual funding amount set forth in section 4 (a) for the year 1. Any remaining unfunded amount from the year 1 annual funding set forth in section 4(a) shall be paid using operating distribution amount as defined in Sections 6(c)(ii)(B) and 6(c)(iii) below.
- c. Immediately after the Service Commencement Date, the District shall liquidate its assets and distribute these liquidated assets as follows:
 - i. The District's fire station property (Station 11) and the District tanker vehicle shall be deeded to Mount Prospect to deploy an ambulance in the future and the existing tanker vehicle to better serve the District parcels. Formal transfer of these properties shall take place upon Mount Prospect's hiring of six (6) additional firefighter/paramedics to be deployed at Station 11;
 - ii. All remaining District assets shall be liquidated and divided and distributed as follows:
 - A. \$50,000 shall be retained by the District Board to wind up its affairs, with any funds remaining upon dissolution to be distributed to the Municipalities and divided among them in the same ratio as the SSA taxes;
 - B. Of the remaining proceeds, 50% of the proceeds shall be considered operational funds and will be used to pay legal fees in relation to the creation of Special Service Areas. All the remaining operating funds will be used to offset the SSA levy against the District properties; and

- C. 50% shall be considered capital funds and distributed to Elk Grove Village and the Des Plaines in equal portions.
 - D. In the event that the District is not dissolved in 2022, despite the best efforts of the District Board, the Municipalities shall reimburse the District for legally necessary expense that exceed the \$50,000 retained to wind up its affairs for a maximum period of three years after the transfer of service called for by this Agreement.
- iii. Mount Prospect owes the District a sum of \$262,895 under a 2017 Intergovernmental Agreement between Mount Prospect and the District that relate to annexations from the years 2016 and 2017. The Village of Mount Prospect agrees to pay \$262,895 in the SSA Funds and shall be used as operational funds to further offset the SSA levies as provided in Section 6(c)(ii)(B) above.
 - iv. The total amount of operating funds after payment of legal fees as provided in Section 6(c)(ii)(B) and the additional \$262,985 from Mount Prospect as provided in Section 6(c)(iii) shall be used to reduce the SSA levies against District property in the following order.
 - A. To fund the gap between year 1 annual funding amount and the amount collected in property taxes from the Fire District's AY 2021 levy (payable in 2022).
 - B. Any remaining amount shall be divided in three equal installments and shall be used to abate the SSA levies for the following three tax levy years.
 - v. The year 2 SSA levy is set at \$1.0 million plus annual levy increase agreed between three municipalities as allowed by the applicable laws. The amount can further be reduced by the 1/3rd of the levy abatements as identified in the section 6(c)(iv)(B).
 - vi. The year 3 SSA levy is set at year 2 levy before any levy abatement plus annual levy increase agreed between three municipalities as allowed by the applicable laws. The amount can further be reduced by the 1/3rd of the levy abatements as identified in the section 6(c)(iv)(B).
 - vii. The year 4 SSA levy is set at year 3 levy before any levy abatement plus annual levy increase agreed between three municipalities as allowed by the applicable laws. The amount can further be reduced by the 1/3rd levy abatements as identified in the section 6(c)(iv)(B).

- viii. For the year 5 and onwards, the levy is set at prior year's gross levy before any abatements plus annual levy increase agreed between three municipalities.

- d. The District agrees to cooperate and use its best efforts to dissolve the District pursuant to and in full compliance with the requirements of the Fire Protection District Act set forth at 70 ILCS 705/15(a). The District agrees to initiate a referendum to dissolve the District to be placed on the November 2022 general election ballot ("***Dissolution Referendum***"). If the Dissolution Referendum fails, the District agrees to initiate a subsequent referendum for the same purpose within five (5) years. The District board members agree to support the dissolution referendum. Until the District is dissolved, Mount Prospect shall provide a suitable location for the District Board to conduct required public meetings. Mount Prospect shall further provide a suitable storage area for the District's public records for as long as retention is required by law.

- e. The District waives and releases all rights and claims to reimbursement payments due under Section 20 of the Fire Protection District Act (70 ILCS 705/20) for annexation by a Municipality of any parcel within the Service Areas that occurs after the Service Commencement Date. After the Service Commencement Date, any outstanding statutory payments by the Municipalities to the District that have not already been paid shall be considered void and no longer owed, except as set forth in Section 6(c)(iii) above.

7. **Creation of the SSAs for the Service Areas a Condition Subsequent.**

The creation and establishment of either a unitary SSA or multiple SSAs to provide the Annual Funding through SSA Revenues is a mandatory condition subsequent to the performance of this Intergovernmental Agreement. In the event that the SSAs cannot be created by June 1, 2022, the Service Commencement Date will not occur, this Agreement will terminate, and the Parties will be released from all obligations set forth herein. The Municipalities agree to work diligently to adopt the necessary ordinances proposing the establishment of the SSAs no later than 90 days after the Effective Date of this Agreement.

8. **Remedy.**

The Parties agree that their sole and exclusive remedy under this Agreement shall be to seek specific performance of the obligations set forth herein.

9. **Miscellaneous Provisions**

- a. **Notices.** Notices or other writings which any Party is required to or may wish to serve upon the Parties shall be delivered personally, or sent registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Mount Prospect:
Michael Cassady
Village Manager

If to Elk Grove Village:
Ray Rummel
Village Manager

If to Des Plaines:
Michael Bartholomew
City Manager
1420 Miner Street
Des Plaines, IL 60016
MBartholomew@desplaines.org

If to the District:
James Jablonski
President
1415 E Algonquin Rd
Arlington Heights, IL 60005

Also, a hardcopy of all the notices going to the Fire District shall also be given to:

Karl Ottosen, Ottosen DiNolfo Hasenbald & Castaldo, Ltd
1804 N. Naper Blvd. Suite 350
Naperville, IL 60563
kottosen@ottosenlaw.com

Additionally, the Parties may agree to serve notices or other writings via email at addresses designated for service by each Party.

- b. **Entire Agreement.** This Agreement contains the entire agreement or understanding between the Parties and it supersedes any prior understandings or written or oral agreements between them regarding the subject matter of this Agreement.

- c. No Waiver of Rights. The failure of any Party to insist upon strict performance of any of the terms of this Agreement, or to exercise any of its rights hereunder, shall not waive such rights and such Party shall have the right to enforce all such rights at any time.
- d. Choice of Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, and any court proceedings between the Parties hereto shall be brought in the Circuit Court of Cook County, Illinois.
- e. Failure of Performance. If a Party materially fails to perform its obligations under this Agreement, as determined by the Circuit Court of Cook County, Illinois, then any other Party may obtain a court order compelling performance of the defaulting party.
- f. Term of the Agreement. This Agreement shall have an initial term of twenty (20) years, with two (2) automatic ten-year (10-year) renewal terms, unless notice of termination by any municipality is received by the other municipalities no fewer than sixty (60) days prior to expiration. This Agreement shall automatically terminate upon annexation of all properties in the SSA(s) into a municipality.
- g. Indemnification. To the fullest extent permitted by law, the Parties agree to indemnify, defend and hold harmless one another and their respective directors, administrators, officers, agents, employees, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all injuries, liabilities, losses, damages, costs, payments and expenses of every kind and nature (including, without limitation, court costs and attorneys' fees) for claims, demands, actions, suits, proceedings, judgments and settlements arising out of or in any way relating to or occurring in connection with the implementation of this Agreement and the actions each Party will be obligated to take in accord with this Agreement.
- h. Insurance. The Parties shall provide to each other proof, in the form of Certificates of Insurance, of insurance adequate to cover liabilities that may arise as a result of meeting their obligation under this Agreement.
- i. Amendments to the Agreement. Any amendments to this Agreement must be made and approved in writing by the Parties.

- j. Counterparts. This Agreement may be simultaneously executed in counterparts, each of which so executed shall be deemed to be original, and such counterparts together shall constitute one and the same instrument.
- k. Approval of the Agreement. The execution of the Agreement is subject to the approval of the corporate authorities of each of the Parties.

IN WITNESS WHEREOF, the Village of Mount Prospect, pursuant to authority granted by the adoption of a Resolution by its Board of Trustees, has caused this Agreement to be executed by its Mayor and attested by its Clerk; the Village of Elk Grove Village, pursuant to authority granted by the adoption of a Resolution by its Board of Trustees, has caused this Agreement to be executed by its Mayor and attested by its Clerk; the City of Des Plaines, pursuant to authority granted by the adoption of a Resolution by its City Council, has caused this Agreement to be executed by its Mayor and attested by its Clerk; and the Elk Grove Rural Fire Protection District, pursuant to authority granted by the adoption of a Resolution by its Trustees, has caused this Agreement to be executed by its President and attested by its Secretary.

VILLAGE OF MOUNT PROSPECT

an Illinois home rule municipal corporation

ATTEST:

By: _____
Paul Wm. Hoefert, Mayor

By: _____
Karen Agoranos, Clerk

VILLAGE OF ELK GROVE VILLAGE

an Illinois home rule municipal corporation

ATTEST:

By: _____
Craig B. Johnson, Mayor

By: _____
Loretta Murphy, Clerk

CITY OF DES PLAINES

an Illinois home rule municipal corporation

ATTEST:

By: _____
Andrew Goczowski, Mayor ELK
GROVE RURAL FIRE PROTECTION

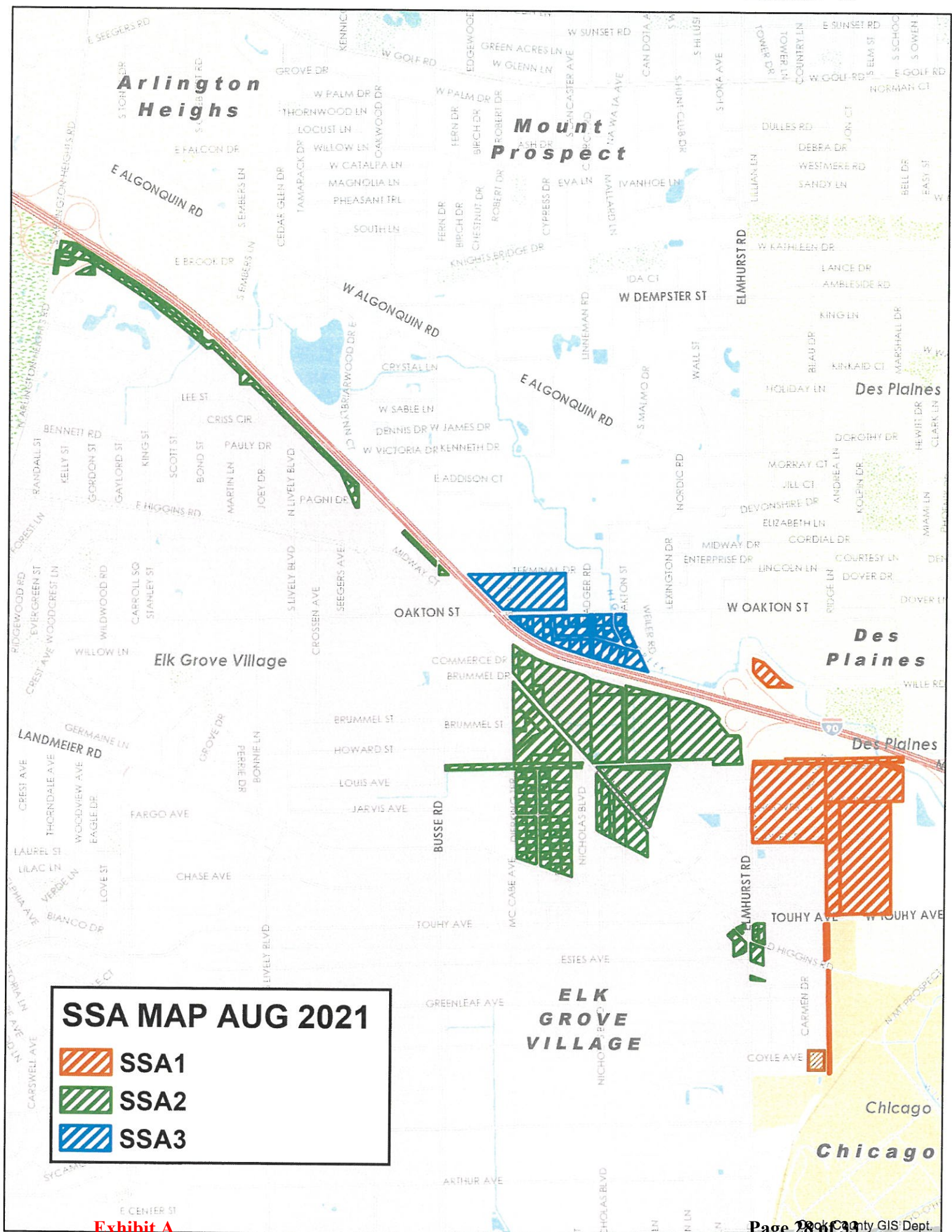
By: _____
Jessica Mastalski, Clerk

DISTRICT, an Illinois unit of local government


ATTEST:


By: _____
President


By: _____
Heather Maldonado, Secretary



SSA MAP AUG 2021

 **SSA1**

 **SSA2**

 **SSA3**

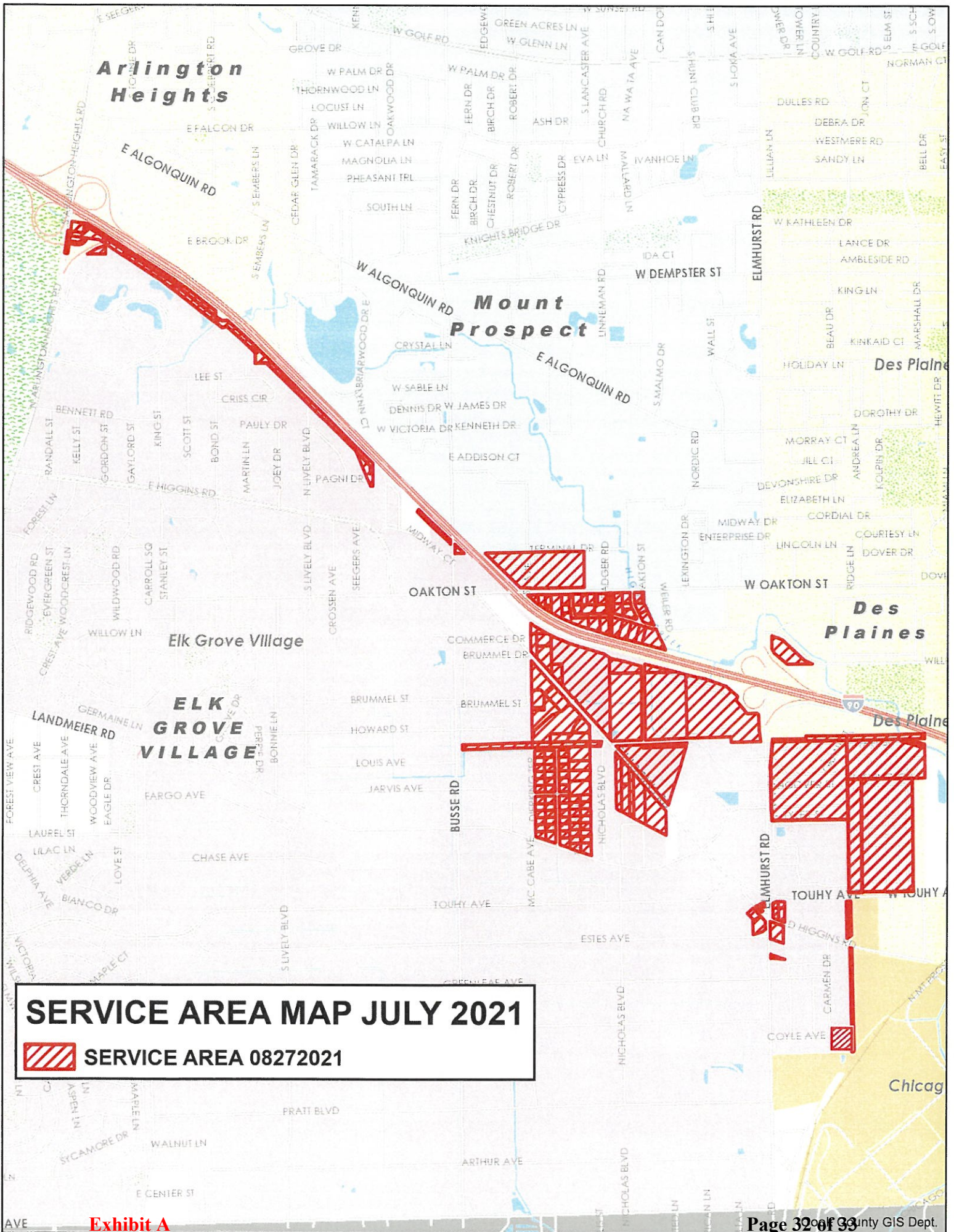
TAX	TOWN	PIN	ACREAGE	ORIGINAL SSA MAP	SERVICE AREA MAP	RESPONSE MAP	ALTERNATE SSA MAP	Comment
16026	Elk Grove	08-25-103-003-0000	2.57	SSA1	SERVICE AREA	RESPONSE AREA	SSA1	
16047	Des Plaines	08-36-101-008-0000	0.38	SSA1	SERVICE AREA	RESPONSE AREA	SSA1	
16026	Elk Grove	08-25-301-001-0000	0.28		SERVICE AREA	RESPONSE AREA	SSA1	
16047	Des Plaines	08-36-100-004-0000	0.58	SSA1	SERVICE AREA	RESPONSE AREA	SSA1	
16031	Des Plaines	08-36-101-012-0000	1.16	SSA1	SERVICE AREA	RESPONSE AREA	SSA1	
16026	Elk Grove	08-25-102-014-0000	1.27	SSA1	SERVICE AREA	RESPONSE AREA	SSA1	
16026	Elk Grove	08-25-300-001-0000	38.55	SSA1	SERVICE AREA	RESPONSE AREA	SSA1	
16026	Elk Grove	08-25-301-001-0000	19.66	SSA1	SERVICE AREA	RESPONSE AREA	SSA1	
16026	Des Plaines	08-25-301-005-0000	10.24	SSA1	SERVICE AREA	RESPONSE AREA	SSA1	
16026	Des Plaines	08-25-301-006-0000	39.15	SSA1	SERVICE AREA	RESPONSE AREA	SSA1	
16026	Des Plaines	08-25-101-005-0000	3.22		SERVICE AREA	RESPONSE AREA	SSA1	
16026	Elk Grove	08-25-102-012-0000	0.52	SSA1	SERVICE AREA	RESPONSE AREA	SSA1	
16035	Des Plaines	08-36-102-045-0000	0.03	SSA1	SERVICE AREA	RESPONSE AREA	SSA1	
16035	Des Plaines	08-36-102-046-0000	0.02	SSA1	SERVICE AREA	RESPONSE AREA	SSA1	Incorporated in Elk Grove
16026	Elk Grove	08-26-103-019-0000	6.23	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	Incorporated in Elk Grove
16026	Elk Grove	08-26-102-008-0000	1.08	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-103-014-0000	1.90	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-103-015-0000	2.60	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-23-300-014-0000	0.28		SERVICE AREA	RESPONSE AREA	SSA2	
0	Elk Grove	08-22-999-001-0000	0.86		SERVICE AREA	RESPONSE AREA	SSA2	
16135	Elk Grove	08-35-201-004-0000	0.23		SERVICE AREA	RESPONSE AREA	SSA2	
16035	Elk Grove	08-36-100-008-0000	0.26		SERVICE AREA	RESPONSE AREA	SSA2	Incorporated in Elk Grove
16026	Elk Grove	08-26-301-012-0000	0.50	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	Incorporated in Elk Grove
16026	Elk Grove	08-26-308-007-0000	0.57	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-308-005-0000	0.47	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
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16026	Elk Grove	08-26-102-041-0000	1.53	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
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16043	Elk Grove	08-15-302-004-0000	1.41		SERVICE AREA	RESPONSE AREA	SSA2	
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16026	Elk Grove	08-26-103-023-0000	1.00	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16047	Elk Grove	08-22-400-010-0000	0.12		SERVICE AREA	RESPONSE AREA	SSA2	
16047	Elk Grove	08-22-400-013-0000	1.18		SERVICE AREA	RESPONSE AREA	SSA2	
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16026	Elk Grove	08-26-308-004-0000	0.46	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-301-016-0000	0.47	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-307-003-0000	0.47	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
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16026	Elk Grove	08-26-402-006-0000	4.35	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-305-012-0000	0.46	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-301-047-0000	2.01	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-305-011-0000	0.46	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-301-046-0000	1.47	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-402-009-0000	1.34	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16041	Elk Grove	08-26-400-012-0000	13.86	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16043	Elk Grove	08-16-401-015-0000	0.79		SERVICE AREA	RESPONSE AREA	SSA2	Incorporated in Elk Grove
16043	Elk Grove	08-15-302-022-0000	1.20		SERVICE AREA	RESPONSE AREA	SSA2	
16043	Elk Grove	08-16-401-027-0000	0.66		SERVICE AREA	RESPONSE AREA	SSA2	
16043	Elk Grove	08-16-401-010-0000	1.54		SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-102-002-0000	0.83	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16043	Elk Grove	08-16-401-004-0000	0.82		SERVICE AREA	RESPONSE AREA	SSA2	
16043	Elk Grove	08-16-401-016-0000	0.37		SERVICE AREA	RESPONSE AREA	SSA2	
16043	Elk Grove	08-16-401-011-0000	0.58		SERVICE AREA	RESPONSE AREA	SSA2	
16035	Elk Grove	08-16-401-040-0000	0.34		SERVICE AREA	RESPONSE AREA	SSA2	
16043	Elk Grove	08-16-401-011-0000	0.44		SERVICE AREA	RESPONSE AREA	SSA2	Incorporated in Elk Grove
16043	Elk Grove	08-16-401-011-0000	0.44		SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-301-020-0000	0.75	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-307-005-0000	0.47	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-307-002-0000	0.46	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-301-013-0000	0.49	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
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16026	Elk Grove	08-26-301-018-0000	0.47	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-301-017-0000	0.47	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-307-004-0000	0.46	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-308-002-0000	0.46	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-301-028-0000	0.49	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-305-003-0000	0.46	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
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16026	Elk Grove	08-26-308-006-0000	0.46	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
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16043	Elk Grove	08-22-101-007-0000	0.98		SERVICE AREA	RESPONSE AREA	SSA2	
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16026	Elk Grove	08-26-307-011-0000	0.46	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
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16026	Elk Grove	08-26-306-004-0000	0.47	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
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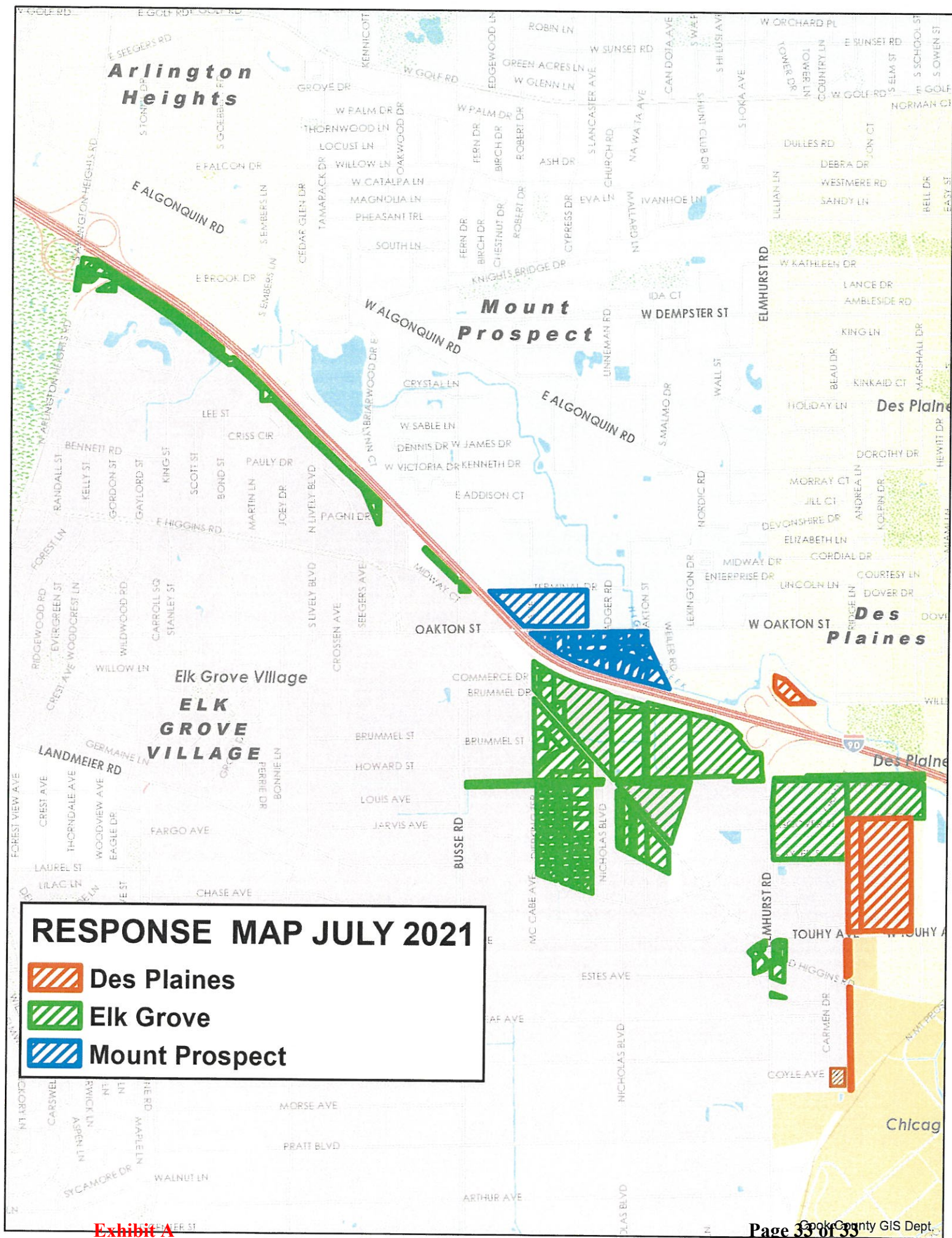
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16026	Elk Grove	08-26-100-003-0000	2.33	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-103-008-0000	1.90	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	09-26-103-021-0000	1.24	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-103-017-0000	0.19	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
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16041	Elk Grove	08-26-200-016-0000	3.31	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
16026	Elk Grove	08-26-200-017-0000	33.07	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	Incorporated in Elk Grove
16047	Elk Grove	08-36-100-006-0000	0.41		SERVICE AREA	RESPONSE AREA	SSA2	
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16026	Elk Grove	08-26-305-004-0000	0.46	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
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16026	Elk Grove	08-26-400-011-0000	0.35	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
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16026	Elk Grove	08-26-307-006-0000	0.46	SSA2	SERVICE AREA	RESPONSE AREA	SSA2	
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16026	Mount Prospect	08-26-102-047-0000	1.37	SSA3	SERVICE AREA	RESPONSE AREA	SSA3	
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16026	Mount Prospect	08-26-102-044-0000	0.33	SSA3	SERVICE AREA	RESPONSE AREA	SSA3	
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16026	Mount Prospect	08-26-202-002-0000	0.58	SSA3	SERVICE AREA	RESPONSE AREA	SSA3	
16026	Mount Prospect	08-26-102-051-0000	0.81	SSA3	SERVICE AREA	RESPONSE AREA	SSA3	
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16026	Mount Prospect	08-26-102-032-0000	0.21	SSA3	SERVICE AREA	RESPONSE AREA	SSA3	
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16026	Mount Prospect	08-26-102-050-0000	0.73	SSA3	SERVICE AREA	RESPONSE AREA	SSA3	
0	Mount Prospect	-	0.00	SSA3	SERVICE AREA	RESPONSE AREA	SSA3	Incorporated in Mount Prospect

Elk Grove Rural Fire Protection District

Property Tax Analysis

Current Rural Levy (2020)	Add 5% PTELL - 2021 Levy	Final 2021 Levy	2021 SSA Levy	\$ Increase	% Increase
\$ 904,571	\$ 45,229	\$ 949,800	\$ 1,000,000	\$ 50,200	5.29%





RESPONSE MAP JULY 2021



Des Plaines



Elk Grove



Mount Prospect



CITY MANAGER

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

MEMORANDUM

Date: November 8, 2021

To: Mayor and Members of the City Council

From: Michael G. Bartholomew, City Manager *MB*
Dorothy Wisniewski, Asst. City Manager/Finance Director
Daniel Anderson, Fire Chief
David Anderson, Police Chief
Becky Madison, Director of Human Resources

Subject: Consideration of an Ordinance Amending Chapter 6 of Title 2 of the City Code Concerning Powers and Responsibilities of The Board of Fire and Police Commissioners

Issue: For the City Council to approve the proposed amendments to Title 2, Chapter 6 of the City Code concerning the Board of Fire and Police Commissioners (BFPC).

Analysis: This item was presented to the City Council for approval at the October 18, 2021 City Council meeting for discussion and approval. Based on additional information requested by the City Council, this item was deferred to a Committee of the Whole meeting to be held on November 4, 2021. Staff also attended the November 1, 2021 BFPC meeting to discuss the proposed amendments that would be presented to the City Council for approval. Based on those discussions held, and the meeting on the 4th being cancelled, staff presents the amendments to the City Code as outlined below.

Background: 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 attached.

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).

Proposed Changes: In reviewing the current Title 2 Chapter 6 of the City Code, staff identified the need to clarify current practice in some sections of the Code as well as add additional language in other sections based on best practices seen in other organizations. The following are the proposed changes:

- Section 2-6-1 A and B define the Board as the Board of Fire and Police Commissioners and clarify the governance structure pursuant to the City Code, the City's home rule authority as well as the State Statutes.
- Section 2-6-2 adds additional language on membership, term of office, removal and vacancy appointments. This section clarifies that the Board shall consist of three members, the terms of each appointment shall be for three years, the mayor may remove members of the commission with consent of Council and can appoint members with consent of Council.
- Section 2-6-3 amends to clarify that the city attorney is the attorney for the BFPC and the City Council may employ the attorney of its own choosing to represent the BFPC in the event of a conflict of interest.
- Section 2-6-4 provides additional language for Officers, Recordkeeping and Secretary duties. The proposed changes allow the City Manager to designate a recording secretary from City Staff. It further clarifies that this role will be responsible for taking all meeting minutes and maintaining BFPC records and documentation. The City Manager intends to designate the Human Resources Director in that role if the amendments are approved. These changes will allow for Staff's strictly controlled access to pertinent employment documentation and the historical files of the Commission.
 - 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 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.
- Section 2-6-5 provides additional and clarification language over rules and meetings. Staff has 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 provide the City Council the ability to approve the BFPC rules. The rules will continue to be prepared by the BFPC for City Council consideration.

Recommendation: Staff recommends the City Council approve Ordinance M-14-21, which amends the City Code concerning the Board of Fire and Police Commissioners.

Attachments:

Attachment 1: Ordinance M-14-21

Attachment 2 – Title 2 Chapter 1 of the City Code

Attachment 3 – Title 2 Chapter 6 of the City Code

Attachment 4 – Municipal comparison chart of BFPCs

CITY OF DES PLAINES

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.**

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, Chapter 6 of Title 2 of the City Code of the City of Des Plaines ("**City Code**") establishes the City's Board of Fire and Police Commissioners ("**Board**") and sets forth certain powers and responsibilities of the Board; and

WHEREAS, City staff, in consultation with the Board and the City's Fire and Police Departments, evaluated best practices and identified amendments to the City Code concerning the powers and responsibilities of the Board; and

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

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

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

SECTION 2. AMENDMENT. Chapter 6, entitled "Board of Fire and Police Commissioners," of Title 2, entitled "Boards and Commission," of the City Code shall be amended as follows:

"CHAPTER 6
BOARD OF FIRE AND POLICE COMMISSIONERS

2-6-1: ESTABLISHMENT OF BOARD:

- A.** At a special election on March 8, 1935, the voters of the city approved the adoption of the provisions of an act entitled "an act to provide for the appointment of a board of fire and police commissioners in all cities, villages and incorporated towns of this state", and which prescribed the powers and duties of the ~~board~~ **Board of Fire and Police Commissioners ("BFPC")**. The first ~~board~~ **BFPC** was appointed by the mayor and was confirmed by the city council on March 18, 1935.
- B.** **The BFPC is governed by the provisions of this Chapter, as adopted pursuant to the City's home rule authority, and**

Division 10-2.1 of the Illinois Municipal Code, 65 ILCS 5/10-2.1-1 et seq. In the event of any conflict between the provisions of this Chapter, and Division 10-2.1 of the Illinois Municipal Code, the provisions of this Chapter shall control.

2-6-2: MEMBERSHIP; TERM OF OFFICE; OATH AND BOND; REMOVAL; VACANCY:

- A. The BFPC shall consist of three voting members appointed in the manner provided in Section 2-1-2 of this Code.
- B. The term of appointment for each BFPC member shall be three years.
- C. Each member of the BFPC board of fire and police commissioners shall take oath (or affirmation) and give bond in the same manner as other appointive officers of the city, as provided by statute.
- D. The mayor may remove any member for incompetence, neglect of duty, or malfeasance in office, subject to (i) written notice to the Council with the reasons for the removal, and (ii) consent of the Council after no less than 30 days' notice to the subject member and an opportunity to be heard before the Council.
- E. Any vacancy in the BFPC shall be filled by appointment by the mayor, with the advice and consent of the Council, for the remainder of the unexpired term.

2-6-3: ATTORNEY FOR BOARD:

The city attorney shall be the attorney for the BFPC. However, in the event of a conflict of interest and/or potential or perceived conflict of interest, the ~~board~~ City Council may employ an attorney of its own choosing to represent ~~the BFPC~~.

2-6-4: OFFICERS; RECORDKEEPING; SECRETARY:

- A. The Chairman of the BFPC will be appointed by the Mayor with consent of the City Council pursuant to Sections 2-1-2 and 2-1-3A of this Code.
- B. Pursuant to the City's home rule authority, and notwithstanding the provisions of Section 2-1-2 of this Code, the City Manager shall select a member of City staff to serve as Recording Secretary of the BFPC. The Recording Secretary shall, in addition to the duties set forth in 65 ILCS 5/10-2.1-20, have the following duties:
 - 1. keep the minutes of all meetings of the BFPC;

2. serve as the custodian of all records pertaining to the business of the BFPC, the originals of which must be kept and remain on file and secure at City Hall;
3. keep a record of all examinations held;
4. post eligible registers that have been created by the BFPC from the results of examinations for positions under the jurisdiction of the BFPC;
5. perform such duties as may be prescribed in the BFPC rules as approved by the City Council pursuant to Section 2-6-5A of this Code;
6. prepare and post agendas for BFPC meetings;
7. attend all meetings of the BFPC, including closed session meetings;
8. prepare the annual calendar for BFPC meetings, and
9. coordinate with City staff and the BFPC, including the BFPC Secretary, concerning the preparation and presentation of materials for consideration by the BFPC.

2-6-5 RULES AND MEETINGS:

- A. The BFPC and its members will perform their duties, as provided in this Chapter and Division 10-2.1 of the Illinois Municipal Code, in compliance with rules approved by the City Council, by resolution duly adopted. The BFPC will prepare proposed amendments to the rules and present proposed amendments to the City Council for consideration and approval, in whole or in part. In the event of any conflict between the BFPC rules and this Chapter, the provisions of this Chapter shall control.
- B. Two members of the BFPC will constitute a quorum of the BFPC for the transaction of business thereof.

2-6-6 JURISDICTION AND PURPOSE POWERS:

The board shall have the power and authority to make rules to carry out the purposes of division 2.1, board of fire and police commissioners act, and for the examinations, appointments and removals in accordance with its provisions and shall have the following powers and authority:

- A. Subject to, and as may be limited by, the rules approved by the City Council pursuant to Section 2-6-5A of this Code, the BFPC has the following authority:

1. ~~A.~~ To grant preference points to applicants for certain educational and training courses and degrees for original appointment to the fire department.
2. ~~B.~~ To extend promotional examinations through all the orders of rank in the Des Plaines fire or police department services and then to the general public.
3. ~~C.~~ To suspend a member of the fire or police department for a period not to exceed ninety (90) days if the board determines that the pending charges warrant dismissal or if the member charged has previously served a thirty (30) day suspension and the pending charges warrant a suspension greater than thirty (30) days; to impose fines; and to order forfeitures of leave time.
4. ~~D.~~ To grant to the chiefs of the fire and police departments the power to impose fines, suspend without pay or order forfeitures of leave time, but not to exceed an equivalent of five (5) days' pay.
5. ~~E.~~ In the event a member has been suspended without pay pending a hearing, at the request of said member, the board may grant one continuance for purposes of conducting discovery. If one such continuance has been granted, and said member requests a further continuance for the purposes of conducting discovery, then the board may not grant said request unless the member stipulates that no compensation shall be paid to said member during the period of the additional continuance.

~~F. Pursuant to its home rule powers and as may be authorized by the Illinois Compiled Statutes, the city council authorizes the board to make and adopt such rules and regulations as it deems necessary.~~
6. ~~G.~~ Notwithstanding anything to the contrary in the Illinois municipal code, 65 Illinois Compiled Statutes 5/10-2.1-1 et seq., an eligibility list of candidates for original appointment to the position of firefighter or police officer shall be valid and effective for a period of two (2) years from the date of posting or publication of the list, or until the date the list is exhausted (as provided for in the rules and regulations of the board of fire and police commissioners), whichever shall occur first. Any person whose name is on the current list of eligible candidates as of the date of adoption hereof shall remain on the list until the list expires unless appointed to a position or removed from the list as provided for in the rules and regulations of the board of fire and police commissioners.

B. The jurisdiction and powers of the BFPC shall be subject to the terms of any applicable collective bargaining agreement.”

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 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 Amending Chapter 6 of Title 2 concerning the Board of Fire and Police Commissioners

TITLE 2

BOARDS AND COMMISSIONS

CHAPTER 1

BOARD AND COMMISSION MEMBERS

SECTION:

2-1-1: Qualifications Of Members Of Boards And Commissions

2-1-2: Appointment Of Chair And Other Officers

2-1-3: Terms Of Office

2-1-1: QUALIFICATIONS OF MEMBERS OF BOARDS AND COMMISSIONS:

In addition to the other qualifications required by the city code or any statute in such case made and provided, no person shall be appointed as a member of any commission or board of this city or be allowed to hold such office, unless said person is a resident of the city, except that a person not a resident of the city may serve on any commission or board upon a favorable vote of two-thirds ($\frac{2}{3}$) of all aldermen. The term of any duly appointed nonresident member shall be of the same duration as it would had a resident been appointed to the particular office. (Ord. M-49-94, 7-5-1994)

2-1-2: APPOINTMENT OF CHAIR AND OTHER OFFICERS:

Appointments of commission or board members shall be made by the mayor with the consent of the city council. Upon the initial creation of a commission or board, the mayor shall appoint its chair. One year after the initial creation of a commission or board, the commission or board shall thereafter elect a chair from their membership by vote of their membership. Each commission or board shall establish such other officers of the commission/board as each deem fit. (Ord. M-34-98, 6-15-1998)

2-1-3: TERMS OF OFFICE:

A. Officers: Terms of all officers of such commission or board shall be for one year unless otherwise provided in the ordinance covering each such commission or board.

B. Members: Upon appointment by the mayor of the first members of the commission/board, the terms of the members shall be as prescribed in the ordinance covering each such commission or board. Subsequent appointments/reappointments made upon the expiration of the term of any members shall be made by the mayor for the unexpired term of the member whom he succeeds. (Ord. M-34-98, 6-15-1998)

CHAPTER 6

BOARD OF FIRE AND POLICE COMMISSIONERS

SECTION:

2-6-1: Establishment Of Board

2-6-2: Oath And Bond

2-6-3: Attorney For Board

2-6-4: Powers

2-6-1: ESTABLISHMENT OF BOARD:

At a special election on March 8, 1935, the voters of the city approved the adoption of the provisions of an act entitled "an act to provide for the appointment of a board of fire and police commissioners in all cities, villages and incorporated towns of this state", and which prescribed the powers and duties of the board. The first board was appointed by the mayor and was confirmed by the city council on March 18, 1935. (Ord. M-37-92, 9-8-1992)

2-6-2: OATH AND BOND:

Each member of the board of fire and police commissioners shall take oath (or affirmation) and give bond in the same manner as other appointive officers of the city, as provided by statute. (Ord. M-37-92, 9-8-1992; amd. 2002 Code)

2-6-3: ATTORNEY FOR BOARD:

The city attorney shall be the attorney for the board. However, in the event of a conflict of interest and/or potential or perceived conflict of interest, the board may employ an attorney of its own choosing to represent it. (Ord. M-37-92, 9-8-1992)

2-6-4: POWERS:

The board shall have the power and authority to make rules to carry out the purposes of division 2.1, board of fire and police commissioners act, and for the examinations, appointments and removals in accordance with its provisions and shall have the following powers and authority: (Ord. M-37-92, 9-8-1992)

- A. To grant preference points to applicants for certain educational and training courses and degrees for original appointment to the fire department. (Ord. M-37-92, 9-8-1992; amd. 2002 Code)
- B. To extend promotional examinations through all the orders of rank in the Des Plaines fire or police department services and then to the general public.
- C. To suspend a member of the fire or police department for a period not to exceed ninety (90) days if the board determines that the pending charges warrant dismissal or if the member charged has previously served a thirty (30) day suspension and the pending charges warrant a suspension greater than thirty (30) days; to impose fines; and to order forfeitures of leave time.
- D. To grant to the chiefs of the fire and police departments the power to impose fines, suspend without pay or order forfeitures of leave time, but not to exceed an equivalent of five (5) days' pay.
- E. In the event a member has been suspended without pay pending a hearing, at the request of said member, the board may grant one continuance for purposes of conducting discovery.

If one such continuance has been granted, and said member requests a further continuance for the purposes of conducting discovery, then the board may not grant said request unless the member stipulates that no compensation shall be paid to said member during the period of the additional continuance. (Ord. M-37-92, 9-8-1992)

- F. Pursuant to its home rule powers and as may be authorized by the Illinois Compiled Statutes, the city council authorizes the board to make and adopt such rules and regulations as it deems necessary. (2002 Code)

G. Notwithstanding anything to the contrary in the Illinois municipal code, 65 Illinois Compiled Statutes 5/10-2.1-1 et seq., an eligibility list of candidates for original appointment to the position of firefighter or police officer shall be valid and effective for a period of two (2) years from the date of posting or publication of the list, or until the date the list is exhausted (as provided for in the rules and regulations of the board of fire and police commissioners), whichever shall occur first. Any person whose name is on the current list of eligible candidates as of the date of adoption hereof shall remain on the list until the list expires unless appointed to a position or removed from the list as provided for in the rules and regulations of the board of fire and police commissioners. (Ord. M-33-12, 9-17-2012)

Municipality	Number of Members	Is Secretary a board member?	Notes
Arlington Heights	3	No	HR Director is liaison, rule changes approved by Council.
Buffalo Grove	5	No	Hr Director is liaison, minor rule changes by BFPC and major changes by Council.
Champaign	3	No	N/A
Deerfield	3 + 1 ex officio	No	Police & Fire Commissions separate. For PD: Chief is liaison, rule changes approved by Council.
Downers Grove	3	Yes	Director of HR acts as Staff Liaison, rule changes approved through the Chiefs, the Board, and the Village Attorney.
Elgin	5	No	Code of Ordinances provides that Human Resources Director is the Secretary to the Board (board includes PD & Fire Chief). Regular rule changes are through the BFPC, any ordinance changes must go to Council.
Elk Grove Village	3	No	Assistant to the HR Director is the liaison, rule changes approved by Council.
Elmhurst	3	Yes	HR Director is liaison, rule changes approved by Council. Ordinance does not require secretary to be board member, but city website names one member as the secretary.
Evanston	7 (1 vacant)	No	Acting HR Division Manager is liaison, rule changes by Commission done in consultation with City Manager and the Corporation Counsel. (Their "BFPC" is called "Public Safety Civil Service Commission").
Glencoe ¹	3	No	Ordinance states that secretary may be member of board or an employee. Currently, the Assistant Village Manager serves as Staff Liaison/secretary. ("Public Safety Commission") Online published rules state "two commissioners are a quorum of the Commission for the conduct of all Commission business."
Glenview	3	No	Director of HR/Assistant City Manager acts as Staff Liaison, rule changes approved by Council.
Hanover Park	N/A	N/A	BFPC eliminated in 1995, all hiring and promotion is done through the City Manager's Office.
Highland Park	3	No	City Code provides that City Manager selects a member of City staff to serve as Secretary. Board may adopt amendments, then submit a resolution to Council for approval.
Hoffman Estates	3	No	Chief's Administrative Secretary is liaison, rule changes approved by Council.
LaGrange	3	No	Liaison is Village Manager & one of the Chiefs (depending on what is being changed), rule changes can be changed by BFPC.
Lake Bluff	3	Unclear	No ordinance adopting state statute requiring the creation of the BFPC. Website lists three members of the board and does not designate them as secretary. Also lists interim police chief as staff contact, but states that a secretary is elected each year from among the commissioners. Rule changes typically led by PD or Fire and can be approved by BFPC.

Municipality	Number of Members	Is Secretary a board member?	Notes
Lake Forest ¹	3	No	City Code provides that Director of HR serves as Secretary. Board members are appointed by the Mayor, subject to City Council approval.
Libertyville ¹	3	No	Staff liaisons: Police & Fire Chiefs.
Lincolnwood	5	No	Ordinance states that secretary may be member of board or an employee. Chief of Police and Assistant to the Village Manager currently share the role of Staff Liaison/Secretary. BFPC can amend/adopt their own rules, but beginning in 2020 they implemented getting village approval with certain changes they think could be challenged, etc. using input from their employment attorneys.
Lombard	3	No	Chief's Administrative Secretary is liaison, BFPC can make changes with approval from City Attorney.
Mount Prospect	5	No	Chief's Administrative Secretary is liaison, rule changes approved by Village Board. Village Manager must appoint staff member to act as recording secretary.
Northbrook	3	Yes	Village Clerk is staff liaison and acts as secretary. Rule changes approved by Council.
Oak Park	3	No	HR Director is City liaison, rule changes approved by Council.
Palatine	5	No	Chief's Administrative Secretary from both Fire & Police, rule changes approved by Council.
Park Ridge	5	No	HR Manager serves as liaison, rule changes approved by BFPC unless changes needed to state law, then need a home rule exception & Council approval.
Schaumburg	3 (can have 5)	No	Assistant Village Manager/Chief, rule changes approved by Village Board.
Skokie	5	No	HR Director is City liaison, BFPC can change their own rules.
Streamwood	3	No	HR Director is City liaison, BFPC can change their own rules.
Waukegan ¹	5 voting members & 2 advisory members	No	HR Director serves as secretary. ("Civil Service Commission")
Winnetka	3	No	Director of HR acts as Administrative Liaison. Rule changes approved by Council.

¹ Left messages for information; no return call