



CITY COUNCIL AGENDA

Tuesday, January 18, 2022

Closed Session – 6:30 p.m.

Regular Session – 7:00 p.m.

Room 102

CALL TO ORDER

CLOSED SESSION

PROPERTY ACQUISITION

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. Approve New Ownership for an Existing Class M Liquor License (Gas Station/Retail Sales of Beer & Wine Only for Off-Site Consumption) for 7-Eleven, Inc., d/b/a 7-Eleven #30101J, 825 West Oakton Street
2. **FIRST READING – ORDINANCE M-2-22:** Approving a New Class B Liquor License for Bulk Sales/ Retail Only (Off-Site Consumption) for CJN Liquors, LLC, 1572 Rand Road
3. **FIRST READING – ORDINANCE M-5-22:** Approving an Agreement with Northeastern Illinois Police Safety Training Association (NIPSTA) for the Disposition of a Surplus Tower Ladder Truck
4. **RESOLUTION R-13-22:** Approving the Purchase of a Kubota V-Series Utility Vehicle Through Sourcewell Contract from Russo Power Equipment, Schiller Park, Illinois in the Amount of \$40,072.04. Budgeted Funds – Equipment Replacement.
5. **RESOLUTION R-14-22:** Approving a Standard Agreement with Kevin Shaughnessy for Polygraph Testing Services for Law Enforcement and Firefighter Candidates
6. **RESOLUTION R-15-22:** Approving a Standard Agreement with Cops and Fire Personnel Testing Service, Inc. for Psychological Testing Services for Law Enforcement and Firefighter Candidates
7. **FIRST READING ORDINANCE M-4-22:** Declaring a Backhoe Loader Owned by the City of Des Plaines as Surplus and Approving the Purchase of a John Deere 410L Backhoe Loader Through Sourcewell Contract #032119-JDC from West Side Tractor Sales Company, Naperville, Illinois in the Amount of \$139,750.76. Budgeted Funds – Equipment Replacement Fund.
8. **RESOLUTION R-23-22:** Approving Change Order No. 1 to Hoerr Construction for Sewer Lining
9. Minutes/Regular Meeting – January 3, 2022
10. Minutes/Closed Session – January 3, 2022

UNFINISHED BUSINESS

1. Discussion of Metropolitan Square Plaza Redesign Options (The Lakota Group)

NEW BUSINESS

1. **FINANCE & ADMINISTRATION** – Alderman Artur Zadrozny, Chair
 - a. Warrant Register in the Amount of \$4,029,945.29 – **RESOLUTION R-17-22**
2. **COMMUNITY DEVELOPMENT** – Alderman Malcolm Chester, Chair
 - a. Consideration of a Map Amendment to Rezone 1387 Prospect Avenue from C-1 to C-3 – **ORDINANCE Z-1-22**
 - b. Consideration of a Waiver of Additional Pre-Conditions for Financial Incentive Closing for Orchards at O'Hare Development – **RESOLUTION R-18-22**

3. COMMUNITY SERVICES – Alderman Shamoon Ebrahimi, Chair
 - a. Discussion of 2022 City-Sponsored Events Plan
 - b. Consideration of an Agreement with the Des Plaines Community Senior Center for Subsidy Funding in the Amount of \$55,000 for the 2022 Fiscal Year – **RESOLUTION R-19-22**
 - c. Consideration of an Agreement with the Des Plaines Community Senior Center Regarding the Meals on Wheels Program in the Amount of \$40,000 for the 2022 Fiscal Year – **RESOLUTION R-20-22**
 - d. Consideration of an Agreement with the Des Plaines Community Senior Center for the Provision of Funding for Health and Support Services in the Amount of \$41,500 – **RESOLUTION R-21-22**
4. PUBLIC SAFETY – Alderman Sean Oskerka, Chair
 - a. Consideration of Amendments to the Rules of Board of Fire & Police Commissioners – **RESOLUTION R-22-22**
 - b. Consideration of Approval of Notice to Withdraw from Regional Emergency Dispatch (RED) Center – **RESOLUTION R-24-22**

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: December 20, 2021
To: Honorable Aldermen
From: Andrew Goczkowski, Local Liquor Commissioner
Cc: Vickie Baumann, Permit Technician, Registration & License Division
Subject: Liquor License Request for a New Ownership for an Existing Liquor License

Attached please find a Liquor License request for the following applicant:

7-Eleven Inc dba 7-Eleven #30101J
825 W Oakton St
Class M – Gas Station/Retail Sales Beer & Wine Only (for off-site consumption only)
No New Increase

The complete application packet is on file in the Community and Economic Development Department. The required posting will be completed January 4, 2022 and all necessary fees have been secured.

This request will come before you on the Consent Agenda of the City Council meeting of Tuesday January 18, 2022.

A handwritten signature in blue ink, appearing to read 'Andrew Goczkowski', is written over a light blue horizontal line.

Andrew Goczkowski
Mayor
Local Liquor Commissioner

Attachment: Application Packet



LOCAL LIQUOR COMMISSIONER

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

APPLICATION FOR A LIQUOR LICENSE

BUSINESS INFORMATION

Name: 7-Eleven, Inc. d/b/a 7-Eleven #30101J
Address: 825 W. Oakton St., Des Plaines IL Zip: 60018
Mailing Address: P.O. Box 219088 Dept: Accts. Payable
City: Dallas St: TX Zip: 75221
Email: _____ Phone#: (972) 828-7011
Day/Hours of Operations: Monday: <24 hours/ 7 days a week> Tuesday: _____ Wednesday: _____
Thursday: _____ Friday: _____ Saturday: _____ Sunday: _____

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 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 checked="" 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: NO ONE OWNS 5% or more of stock % of Stock: _____
Name: _____
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:
List Attached

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.

Rg 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.

Rg 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.

Rg INITIALS

Signature of Owner

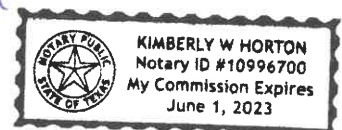
Print Name

Rankin Gasaway

SUBSCRIBED and SWORN to before me this

7 day of December, 2021.

Kimberly W. Horton
NOTARY PUBLIC (STAMP SEAL BELOW)



7-ELEVEN CORPORATE STORES

Store 15149	7555 W. Irving Park Rd., Chicago IL 60634
Store 22896	6057 S. Kedzie, Chicago IL. 60629
Store 30119	9753 W. Irving Park Rd., Schiller Park IL 60176
Store 32203	679 N. Weber Rd., Romeoville IL 60446
Store 33636	2401 N. Milwaukee, Chicago IL 60634
Store 33773	162 E. North Avenue, Northlake IL 60464
Store 33776	14717 S. Central Ave., Oak Forest IL 60452
Store 33747	326 W. Liberty St., Wheaton IL 60187
Store 33845	0S027 Winfield Rd., Winfield IL 60190
Store 33861	1062 E. Schaumburg RD., Streamwood, IL 60107
Store 38828	17100 S. Harlem, Tinley Park IL 60477
Store 33829	100 E. Maple. St., New Lenox IL 60451
Store 33831	1705 W. Main St., St. Charles IL 60174
Store 33840	1495 W. Algonquin Rd., Algonquin IL 60102
Store 33918	1024 S. McLean Blvd., Elgin
Store 34715	4101 George Place, Schiller Park, IL 60176
Store 35750	1658 N. Milwaukee Ave., Chicago IL 60647
Store 38505	342 E. Irving Park Rd., Wood Dale IL 60191
Store 38509	2626 Ogden Ave., Aurora IL 60504
Store 38672	244 E. Washington St., Oswego IL 60543
Store 41123	5220 Fashion Outlets Way, Rosemont IL 60018

11/2021



Office of the Secretary of State Jesse White
ilsos.gov

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number 15622261

Entity Name 7-ELEVEN, INC.

Status
ACTIVE

Entity Information

Entity Type
CORPORATION

Type of Corp
FOREIGN BCA

Qualification Date (Foreign)
Friday, 30 March 1962

State
TEXAS

Duration Date
PERPETUAL

Agent Information

Name

CORPORATE CREATIONS NETWORK IN**Address**

350 S NORTHWEST HIGHWAY 300
PARK RIDGE , IL 60068

Change Date

Tuesday, 6 August 2013

Annual Report**Filing Date**

Thursday, 22 April 2021

For Year

2021

Officers**President****Name & Address**

JOSEPH M DEPINTO (DI) 3200 HACKBERRY RD IRVING TX 75063

Secretary**Name & Address**

RANKIN L GASAWAY SAME AS ABOVE

Assumed Name**ACTIVE**

7-ELEVEN STORES

INACTIVE

MOTHER HUBBARD'S CUPBOARD

Old Corp Name

05/28/1999

THE SOUTHLAND CORPORATION



State of Illinois
Office of
The Secretary of State

Whereas,

APPLICATION FOR AMENDED CERTIFICATE OF AUTHORITY OF
7-ELEVEN, INC.
INCORPORATED UNDER THE LAWS OF THE STATE OF TEXAS HAS BEEN FILED IN
THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE BUSINESS
CORPORATION ACT OF ILLINOIS, IN FORCE JULY 1, A.D. 1984.

Now Therefore, I, Jesse White, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate and attach hereto a copy of the Application of the aforesaid corporation.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, at the City of Springfield, this 28TH day of MAY A.D. 1999 and of the Independence of the United States the two hundred and 23RD



C-2129

Jesse White

Secretary of State

BOX 170

APPLICATION FOR AMENDED
CERTIFICATE OF AUTHORITY TO
TRANSACTION BUSINESS IN ILLINOIS

File # 1562-226-1

Jesse White
Secretary of State
Department of Business Services
Springfield, IL 62756
Telephone (217) 782-1837
<http://www.sos.state.il.us>

FILED

MAY 28 1999

JESSE WHITE
SECRETARY OF STATE

SUBMIT IN DUPLICATE

This space for use by
Secretary of State

Date 05/28/99

Filing Fee \$25.00

Approved: mr

Remit payment in check or money
order, payable to "Secretary of State."

1. (a) CORPORATE NAME: THE SOUTHLAND CORPORATION
(b) If changed, NEW CORPORATE NAME: 7-ELEVEN, INC.
(c) (Complete only if the new corporate name is not available in this state.)
ASSUMED CORPORATE NAME: _____
(By electing this assumed name, the corporation hereby agrees NOT to use its corporate name in the transaction of business in Illinois. Form BCA 4.15 is attached.)
2. (a) State or Country of Incorporation: Texas
(b) If changed, Period of Duration: No Change
3. (a) If changed, Purpose or Purposes proposed to be pursued in transacting business in this State:
(If not sufficient space to cover this point, use reverse side or add one or more sheets of this size.)

EXPEDITED

MAY 28 1999

SECRETARY OF STATE

4. This application is accompanied by a copy of the articles of Amendment to the Articles of Incorporation, if any, as evidence of any change of name, duration or purpose reported herein, such copy being duly authenticated by the proper officer of the state or country wherein the corporation is incorporated, which certification is not more than ninety (90) days old. The filing fee for the certified copy of the Articles of Amendment is \$25 unless the amendment acts as a restatement of the Articles of Incorporation, in which case the filing fee is \$100. In the event the statutory change was effected in a merger, a certified copy of the merger is required, plus applicable fee.
5. The undersigned corporation has caused this statement to be signed by its duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true. (All signatures must be in **BLACK INK**.)
Dated 5-24, 99
(Month/Day) (Year)
attested by Carol S. Hilburn
(Signature of Secretary or Assistant Secretary)
Carol S. Hilburn, Assistant Secretary
(Type or Print Name and Title)
by 7-ELEVEN, INC.
(Exact Name of Corporation)
[Signature]
(Signature of President or Vice President)
RALPH UPDYKE
(Type or Print Name and Title)

C-198.8

(IL023 - 2/11/99) CT0000

BOX 170



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/17/2021

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 Aon Risk Services Southwest, Inc. Dallas TX Office 5005 Lyndon B Johnson Freeway Suite 1500 Dallas TX 75244 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED 7-Eleven, Inc. 3200 Hackberry Road Irving TX 75063 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: ACE American Insurance Company	
	INSURER B:	
	INSURER C:	
INSURER D:		
INSURER E:		
INSURER F:		

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570090333510 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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)
							PERSONAL & ADV INJURY
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						PRODUCTS - COM/OP AGG
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	ANY AUTO <input type="checkbox"/>						BODILY INJURY (Per person)
	OWNED AUTOS ONLY <input type="checkbox"/>						BODILY INJURY (Per accident)
	HIRED AUTOS ONLY <input type="checkbox"/>						PROPERTY DAMAGE (Per accident)
	SCHEDULED AUTOS <input type="checkbox"/>						
	NON-OWNED AUTOS ONLY <input type="checkbox"/>						
	UMBRELLA LIAB <input type="checkbox"/>						EACH OCCURRENCE
	EXCESS LIAB <input type="checkbox"/>						AGGREGATE
	DED <input type="checkbox"/> RETENTION <input type="checkbox"/>						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH <input type="checkbox"/>
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE
							E.L. DISEASE-POLICY LIMIT
A	Liquor Liab Cvg			HDOG71453558 Liquor Liab Cvg	01/01/2021	01/01/2022	Occurrence \$1,000,000 Aggregate \$1,000,000

Certificate No : 570090333510

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Loc. 30101J, 825 W. Oakton Ave., Des Plaines, IL 60018.

CERTIFICATE HOLDER

CANCELLATION

City of Des Plaines Village Clerk or Liquor Control Commissioner 1420 Miner Street Des Plaines IL 60016 USA	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 <i>Aon Risk Services Southwest, Inc.</i>

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

Verify that all of your Illinois Business Authorization information is correct.

Verify that the information below correctly represents your business location. In particular, be sure to verify that the information correctly represents whether you are within or outside of a municipality. If you have registered for Sales and Use Tax and the retail sales location listed is incorrect, contact our Local Tax Allocation Division at 217 785-6518.

**Des Plaines
Cook County**

For all other corrections, contact our Central Registration Division at 217 785-3707.

If all of the information is correct, cut along the dotted line (fits a standard 5" x 7" frame). Your authorization must be visibly displayed at the address listed. **Do not discard the attached Illinois Business Authorization unless the information displayed is incorrect or until it expires.** Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

Illinois Business Authorization

7-ELEVEN INC

DBA: 7-ELEVEN #30101J

825 W OAKTON ST
DES PLAINES IL 60018-1842

Loc. Code: 016-0015-1-009

Des Plaines
Cook County

Certificate of Registration

Sales and use taxes and fees (1817-5716)

Expiration Date:
04/30/2022

ILLINOIS REVENUE
[Signature]
Director

Issued Date: 10/21/2021

OFFICIAL DOCUMENT



OFFICE OF THE MAYOR

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

MEMORANDUM

Date: December 20, 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:

CJN Liquors LLC
1572 Rand Road
Class B – Bulk Sales Retail Only (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 January 4, 2022 and all necessary fees have been secured.

This request will come before you on the Consent Agenda of the City Council meeting of Tuesday, January 18, 2022.

A handwritten signature in blue ink, appearing to read 'AG', is written over a horizontal line.

Andrew Goczkowski
Mayor
Local Liquor Commissioner

Attachments:
Attachment 1 – Application Packet
Ordinance M-2-22



LOCAL LIQUOR COMMISSIONER

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

APPLICATION FOR A LIQUOR LICENSE

BUSINESS INFORMATION

Name: CJN LIQUORS LLC
Address: 1572 RAND RD DES PLAINES Zip: 60016-3410
Mailing Address: 1572 RAND RD Dept: _____
City: DES PLAINES St: IL Zip: 60016-3410
Email: cjnliquors@gmail.com Phone#: (773) 554-8813
Day/Hours of Operations: Monday: 9AM - 11PM Tuesday: 9AM - 11PM Wednesday: 9AM - 11PM
Thursday: 9AM - 11PM Friday: 9AM - 12 MIDNIGHT Saturday: 9AM - MIDNIGHT Sunday: 10AM - 11PM

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 |
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| <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: PRESIDENT % of Stock: 67%
Name: KALPESH KUMAR T JOSHI
Title: SECRETARY % of Stock: 33%
Name: NEELKUMAR BHARATKUMAR PATEL

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:

RAND RIVER CENTER LLC 6625 N AVONDALE AVE CHICAGO IL 60631

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.

K.J. 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.

K.J. 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.

K.J. INITIALS

K (Signature)

Signature of Owner

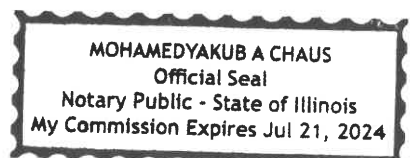
KALPESH KUMAR T. JOSHI

Print Name

SUBSCRIBED and SWORN to before me this

8th day of NOVEMBER, 2021.

Mohamedyakub A. Chaus
NOTARY PUBLIC (STAMP SEAL BELOW)



Form **LLC-5.5**

**Illinois
Limited Liability Company Act
Articles of Organization**

FILE # 10968666

Secretary of State Jesse White
Department of Business Services
Limited Liability Division
www.ilsos.gov

Filing Fee: \$150

Approved By: MAG

FILED

OCT 15 2021

**Jesse White
Secretary of State**

1. Limited Liability Company Name: CJN LIQUORS LLC

2. Address of Principal Place of Business where records of the company will be kept:
6453 N WASHTENAW AVE FLOOR 1

CHICAGO, IL 60645

3. The Limited Liability Company has one or more members on the filing date.

4. Registered Agent's Name and Registered Office Address:

YAKUB CHAUS
2707 W PETERSON AVE
CHICAGO, IL 60659-3919

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:

JOSHI, KALPESHKUMAR T
6453 N WASHTENAW AVE FLOOR 1
CHICAGO, IL 60645

BHARATKUMAR, NEELKUMAR
1312 PENNSYLVANIA AVE
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: OCTOBER 15, 2021

NEELKUMAR BHARATKUMAR
1312 PENNSYLVANIA AVE
DES PLAINES, IL 60018

This document was generated electronically at www.ilsos.gov

Form **LLC-1.20**

Illinois
Limited Liability Company Act
Application to Adopt an Assumed Name

FILE # 10968666

Secretary of State Jesse White
Department of Business Services
Limited Liability Division
Room 351 Howlett Building
501 S. Second St.
Springfield, IL 62756
www.ilsos.gov

Filing Fee: 120.00

Approved: DRM

FILED
Nov 16, 2021
Jesse White
Secretary of State

1. Limited Liability Company Name: CJN LIQUORS LLC

2. State under the laws of which the company is organized: IL

3. The Limited Liability Company intends to adopt and transact business under the assumed name of:
CJN LIQUOR AND GROCERY

The right to use the assumed name shall be effective from the date this application is filed by the Secretary of State until 10/01/2025, the first day of the company's anniversary month in the next year, which is evenly divisible by five.

4. The undersigned affirms, under penalties of perjury, having authority to sign hereto, that this Application to Adopt, Change, Cancel or Renew an Assumed Name is to the best of my knowledge and belief, true, correct and complete.

Dated Nov 16, 2021.
Month & Day Year

KALPESHKUMAR T JOSHI

Name

PRESIDENT

Title

JOSHI, KALPESHKUMAR T

/ Manager

If applicant is a company or other entity, state name of company.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/05/2021

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 Kajal Patel 128 S OAK AVE BARTLETT, IL 60103 (630) 855-5892 (148/809)	CONTACT NAME: Kajal Patel PHONE A/C No. Ext): (630) 855-5892 E-MAIL ADDRESS: kpatel3@amfam.com FAX (A/C No): (630) 622-0733														
INSURED CJN Liquor & Grocery LLC 1572 Rand Rd Des Plaines, IL 60016	<table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : American Family Mutual Insurance Company, S.I.</td><td>19275</td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : American Family Mutual Insurance Company, S.I.	19275	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	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						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ BODILY INJURY \$ \$
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y		MBP021N0661	11/04/2021	11/04/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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/A		83WECAPOVHU-002	11/17/2021	11/17/2022	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Liquor Liability	Y		JFL/LIQ/235304	11/24/2021	11/24/2022	\$2,000,000

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

Liquor Store

CERTIFICATE HOLDER Rand River Center LLC C/O Troy Realty Management Inc.	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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.

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.

[illegible]

CITY OF DES PLAINES

ORDINANCE M - 2 - 22

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

WHEREAS, CJN Liquors LLC ("*Applicant*") applied to the Department of Community and Economic Development for a Class B liquor license for the premises commonly known as 1572 Rand 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 _____, 2022.

APPROVED this ____ day of _____, 2022.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this
____ day of _____, 2022.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Ordinance Add One Class B Liquor License for CJN Liquors LLC 1572 Rand Road



FIRE DEPARTMENT

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

MEMORANDUM

Date: January 5, 2022
To: Michael G. Bartholomew, City Manager
From: Daniel Anderson, Fire Chief *DA*
Subject: Intergovernmental Agreement with Northeastern Illinois Public Safety Training Academy

Issue: The City Council, at its October 18, 2021 meeting, adopted Ordinance M-16-21 which authorized the disposition of surplus personal property owned by the City of Des Plaines (“City”). One of the items on the list of property to be auctioned is a 2002 Pierce Tower Ladder that was previously taken out of front-line service.

Fire Department staff was approached by the Northeastern Illinois Public Safety Training Academy (“NIPSTA”) who expressed interest in acquiring the unit. In lieu of sending the unit to auction, NIPSTA proposed offering tuition credits in exchange for conveying the piece of fire apparatus to them.

Analysis: NIPSTA has offered \$30,000 in tuition credits over two years with only limited restrictions. The offer exceeds the anticipated revenue received from the unit being auctioned and as well as what the City may have received selling it to a reseller of fire apparatus.

NIPSTA offers training courses for Fire, Police, and Public Works. The Fire Department uses the NIPSTA Fire Academy for training new hires who do not possess firefighter certification as well as numerous other courses. The tuition credits may also be utilized by Police and Public Works if needed.

Recommendation: I recommend approval of Ordinance M - 5 - 22 approving an IGA with NIPSTA for the disposition of a surplus ladder truck.

Attachments:

Ordinance - M - 5 - 22
Exhibit A

CITY OF DES PLAINES

ORDINANCE M - 5 - 22

**AN ORDINANCE APPROVING AN
INTERGOVERNMENTAL AGREEMENT WITH THE
NORTHEASTERN ILLINOIS POLICE SAFETY TRAINING
ASSOCIATION (NIPSTA) FOR THE DISPOSITION OF A
SURPLUS TOWER LADDER TRUCK.**

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 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, on October 18, 2021, the City Council adopted Ordinance No. M-16-21, which declared certain personal property owned by the City, including a 2000 Pierce tower truck with VIN 4PICT02S3YA000882 ("**Fire Truck**"), as surplus property and approved the disposition of the surplus property, including the Fire Truck, via an auction conducted by Obenoff Auction Services; and

WHEREAS, in exchange for the conveyance of the Fire Truck, Northeastern Illinois Police Safety Training Association ("**NIPSTA**") has offered to provide the City with tuition credits ("**Tuition Credits**") equal to \$30,000, to be utilized over two years, in amount not to exceed \$15,000 per year ("**NIPSTA Offer**"); and

WHEREAS, instead of disposing of the Fire Truck through an auction, the City desires to dispose of the Fire Truck by conveying it to NIPSTA in accordance with the NIPSTA Offer; and

WHEREAS, the City and NIPSTA desire to enter into an intergovernmental agreement setting forth their respective rights and obligations with respect to the conveyance of the Fire Truck and the receipt of the Tuition Credits ("**Agreement**"); and

WHEREAS, the City Council has determined that it is in the best interest of the City to approve the Agreement with NIPSTA and dispose of the Fire Truck at in the manner 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 foregoing recitals are incorporated into, and made a part of, this ordinance as the findings of the City Council.

SECTION 2: APPROVAL OF AGREEMENT. The City Council hereby approves the Agreement in substantially the form attached to this Ordinance 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 to execute, and the City Clerk to seal, on behalf of the City, the final Agreement.

SECTION 4: AUTHORIZATION TO DISPOSE OF PERSONAL PROPERTY. Pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ICLS 5/11-76-4, Section 1-12-4 of the City Code of the City of Des Plaines, and the home rule powers of the City, the City Council hereby finds that the Fire Truck is no longer necessary or useful to, or for the best interest of, the City. The City Manager, or his designee, is hereby authorized to convey the Fire Truck to NIPSTA in accordance with the Agreement.

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.

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2022.

APPROVED this ____ day of _____, 2022.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this
____ day of _____, 2022.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Ordinance Authorizing Disposition of Property Vehicles and Equipment via Obenauf Auction Service Fall 2021

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DES PLAINES
AND THE NORTHEASTERN ILLINOIS PUBLIC SAFETY TRAINING ACADEMY**

(Fire Truck Conveyance)

This Intergovernmental Agreement ("***Agreement***") is entered into on the ____ day of _____, 2022 and between City of Des Plaines ("***City***"), an Illinois home rule municipality, and the Northeastern Illinois Public Safety Training Academy ("***NIPSTA***"), an Illinois intergovernmental agency.

WITNESSETH:

WHEREAS, the City is a home rule municipality under Article VII, Section 6(a) of the Illinois Constitution and, pursuant to Section 3 of the Intergovernmental Cooperation Act, may exercise its home rule powers, privileges, functions and authority jointly with other units of government; and

WHEREAS, NIPSTA is an intergovernmental agency comprised of municipalities, fire protection districts, and other organizations located in the Chicago metropolitan area that have combined energies and resources to create a regional, state-of-the-art public safety training program; and

WHEREAS, the City desires to convey title and ownership to a certain 2000 Pierce Fire Truck (4PICT02S3YA000882) (the "***Fire Apparatus***") to NIPSTA for NIPSTA's use in providing public safety training services; and

WHEREAS, in exchange for the conveyance of the Fire Apparatus, NIPSTA will provide the City with tuition credits equal to \$30,000, to be utilized in no more than two (2) years from the date of this agreement, not to exceed \$15,000 per year (without the expressed and written consent of the NIPSTA Executive Director) and ensuring that no more than two (2) Des Plaines employees are simultaneously enrolled tuition-free in any given program, including the NIPSTA Fire Academy; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government "to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance"; and

WHEREAS, Section 5 of the Intergovernmental Cooperation Act (5 ILCS 220/5) authorizes units of local government to contract with other local governments to perform any governmental service, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges or authority which any of the public agencies entering into the contracts is authorized by law to perform; and

WHEREAS, the City and NIPSTA desire to enter into this Agreement to set forth the terms and conditions upon which the City will convey the Fire Apparatus to NIPSTA.

NOW, THEREFORE, in consideration of the mutual promises herein stated and other good and valuable consideration, the sufficiency of which is hereby acknowledged, NIPSTA and the City agree as follows.

1. **Incorporation of Recitals.** The above captioned recitals are incorporated herein as if written in full.
2. **Conveyance of Fire Apparatus.** The City agrees to convey the Fire Apparatus, and all of its appurtenances and accessories in as-is condition, to NIPSTA, subject to the terms and conditions of this Agreement, for public safety training purposes. The City will execute the Bill of Sale attached hereto as **Exhibit A** conveying the Fire Apparatus to NIPSTA upon the execution of this Agreement. In conveying the Fire Apparatus in as-is condition, the City Makes no warranties or representations regarding the condition of the Fire Apparatus or its suitability for any purpose.
3. **NIPSTA Academy Credit.** In consideration for the conveyance of the Fire Apparatus, NIPSTA will provide the City with tuition credits equal to \$30,000, to be utilized in no more than two (2) years from the date of this agreement, not to exceed \$15,000 per year (without the expressed and written consent of the NIPSTA Executive Director) and ensuring that no more than two (2) Des Plaines employees are simultaneously enrolled tuition-free in any given program, including the NIPSTA Fire Academy. The class credits will be provided by NIPSTA at no cost to the City.
4. **Title to the Fire Apparatus.** Upon the execution of this Agreement and the Bill of Sale attached hereto as **Exhibit A**, the City will transfer title to the Fire Apparatus to NIPSTA. NIPSTA will then be solely responsible for obtaining any registrations, licenses or permits for the Fire Apparatus.
5. **Insurance.** Upon the execution of this Agreement and the Bill of Sale, NIPSTA will be solely responsible for obtaining any required insurance for the Fire Apparatus.
6. **Indemnification.** NIPSTA shall indemnify and hold harmless the City and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to reasonable legal fees (attorney and paralegal fees and court costs), arising from or in any way connected with: (i) NIPSTA's use of the Fire Apparatus; (ii) any act, omission, wrongful act or negligence of NIPSTA or any of NIPSTA's contractors or subcontractors, or the partners, directors, officers, agents, volunteers or employees relating in any manner to the Fire Apparatus; and (iii) any accident, injury or damage occurring on, in or in connection with the Fire Apparatus after its conveyance to NIPSTA by the City.
7. **Waiver & Release of All Claims; Assumption of Risk.** NIPSTA acknowledges and agrees that that, in consideration for the conveyance of the Fire Apparatus, NIPSTA is expressly assuming the risk and legal liability relating to the use of the Fire Apparatus, and is waiving and releasing all claims against the City for injuries, damages or loss

which NIPSTA might sustain arising out of or in any way connected with NIPSTA's use of the Fire Apparatus.

8. **Choice of Law and Dispute Resolution.** This Agreement shall be construed and interpreted according to the laws of the State of Illinois, and venue for any dispute relating to this Agreement will be in the Circuit Court of Cook County, Illinois.
9. **Approval.** NIPSTA and the City shall take such steps as are necessary under the law to approve, and to authorize the execution and delivery of, this Agreement.
10. **Complete Agreement and Amendment.** This Agreement memorializes the full and complete understanding of NIPSTA and the City. This Agreement may be amended at any time by the mutual consent of the parties hereto, expressed in a written instrument executed and delivered with the same formality with which this instrument was executed and delivered.
11. **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the effect or force of law, such decision shall not affect the validity of the remaining portions of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective and duly authorized representatives and caused their respective corporate seals to be affixed hereunto. This Agreement shall be in full force and effect as of the date the last of the parties executes this Agreement, which date shall be inserted in the first paragraph of this Agreement.

For the Northeastern Illinois Public Safety Training Academy For the City of Des Plaines

By:_____

By:_____

Name:_____
President of Board of Directors

Name:_____
City Manager

Date:_____

Date:_____

Attest:

Attest:

Name:_____
Secretary

Name:_____
City Clerk

Date:_____

Date:_____

Exhibit A

BILL OF SALE

Seller, the City of Des Plaines, an Illinois municipal corporation, in consideration of TEN AND NO/100 DOLLARS (\$10.00), receipt whereof is acknowledged, does sell and convey, assign, transfer, warrant and set over title and ownership to the Northeastern Illinois Public Safety Training Academy (NIPSTA), an Illinois intergovernmental agency, the following personal property:

2000 Pierce Fire Truck, 4PICT02S3YA000882

Seller represents and warrants to NIPSTA that Seller is the absolute owner of said personal property, that said personal property is free and clear of all liens, charges and encumbrances, and that Seller has full right, power and authority to sell and convey title and ownership to said personal property and to make this Bill of Sale. All warranties of quality, fitness and merchantability are excluded.

IN WITNESS WHEREOF, Seller has signed and sealed this Bill of Sale at _____, this ____ day of _____, 2022.

By: _____

(Type or Print Name Here)

Its: _____

ATTEST:

By: _____

Name: _____

Its: _____

(SEAL)



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: January 6, 2022

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: Purchase Kubota Utility Vehicle

Issue: The approved 2022 budget includes \$50,000 in funding for a utility vehicle.

Analysis: The Public Works and Engineering Department currently utilizes a Bobcat Toolcat and Trackless utility vehicle for sidewalk snow removal, vegetation control, and special events. The City's current unit, which is being replaced, is a 2011 Bobcat Toolcat.

After review of equipment options available and current equipment, the Kubota V-Series RTV-X1100CWL-H utility vehicle was chosen by crew members and staff to best fit the City's needs. The multifunctional unit configured includes factory-installed climate-controlled cab, a 24.8 HP Kubota D1105 3-cylinder diesel engine, exclusive Variable Hydro Transmission (VHT-X) and standard 4WD, with the following attachments: V-plow, snowblower, and salt/sand spreader. Russo Equipment is the regional supplier of this unit and is available through Sourcewell (formerly National Joint Powers Alliance), which is a cooperative purchasing entity for government and educational agencies of which the City is a member. Per Sourcewell Contract #122220-KBA this equipment can be purchased from Russo Power Equipment in the amount of \$40,072.04.

Recommendation: We recommend the purchase of a Kubota V-Series RTV-X1100CWL-H utility vehicle through Sourcewell Contract #122220-KBA, from Russo Power Equipment, 9525 W. Irving Park Road, Schiller Park, IL 60176, in the amount of \$40,072.04. Source of funding will be the Equipment Replacement Fund account (410-00-000-0000.8015).

Attachments:

Attachment 1 - Contract #122220-KBA Proposal
Resolution R-13-22



RussoPower.com

9525 W. Irving Park Road
Schiller Park, IL 60176
847-678-9525

Sales Quote

SQ10089782

Page 1 of 2

Bill-to

City Of Des Plaines
Accounts Payable
1420 Miner St
Des Plaines, IL 60016

Ship-to

City Of Des Plaines
Accounts Payable
1420 Miner St
Des Plaines, IL 60016

Quote Details

Customer ID 1011163
Customer PO Eddie Castellanos
Sales Rep 12/17/2021 Delivery
Document Date Net 45 Days
Shipment Method
Terms

Sourcewell 122220-KBA

Item No.	Description	Qty	List Price	Unit Price	Line Amount
RTV-X1100CWL-HKUB	Uv Worksite / Cab / Hdws Tires / Bed Liner	1	21,849.00	21,849.00	21,849.00
V5299AKUB	Pto Drive And K-Connect	1	2,459.00	2,339.00	2,339.00
V5296KUB	66" Commercial Snowblower- Pto Driven	1	4,469.00	4,469.00	4,469.00
V5293KUB	4 Point Hitch And Power Unit + Control	1	3,399.00	3,399.00	3,399.00
V5299AKUB	Pto Drive And K-Connect	1	2,459.00	2,459.00	2,459.00
77700-V5278KUB	Kit Grill Guard Adaptor	1	105.00	105.00	105.00
K7591-99160KUB	Kit Guard,Cv Joint (2) Rear	1	111.42	111.42	111.42
K7591-99150KUB	Kit Guard,Cv Joint (2) Front	1	111.40	111.40	111.40
K7591-99510KUB	Kit Mud Guard,Rear Wheel	1	172.20	172.20	172.20
K7591-99520KUB	Kit Mud Guard,Front Wheel	1	113.65	113.65	113.65
K7731-99270KUB	Kit Sunvisor (2)	1	161.22	161.22	161.22
V5295AKUB	78" V-Blade	1	3,469.00	3,469.00	3,469.00
V5005KUB	Box Spreader / 10 Cu. Ft. / Sand / Salt	1	4,879.00	4,879.00	4,879.00
77700-11811KUB	Rtv-X1100C Led Front Worklight	1	292.13	292.13	292.13
K7621-99810KUB	Extended Oil Dipstick	1	128.27	128.27	128.27
K7591-99640KUB	Kit Alarm,Back Up	1	154.28	154.28	154.28
K7731-99610KUB	Kit Hazard Light/Turn Signal	1	308.71	308.71	308.71
77700-V5059KUB	Kit Mirror,Cab Std External	1	75.00	75.00	75.00
K7591-99660KUB	Kit Guard,Tail Lamp	1	139.55	139.55	139.55
77700-V5200KUB	Trailer Hitch 2" Receiver- 3/4" Mount	1	40.00	40.00	40.00
77700-11812KUB	Rtv-X1100C Led Rear Worklight	1	230.10	230.10	230.10
K7731-99280KUB	Rear Net	1	263.74	263.74	263.74
DISCOUNT	Sourcewell Discount	1	0.00	(9,959.30)	(9,959.30)
QUOTEITEM	Dealer Assembly	1	2,436.67	2,436.67	2,436.67
QUOTEITEM	Freight Assembly	1	1,155.00	1,155.00	1,155.00



9525 W. Irving Park Road
Schiller Park, IL 60176
847-678-9525

Sales Quote
SQ10089782

RussoPower.com						
QUOTEITEM	PDI	1	400.00	400.00	400.00	
MBX24M-C/ANAS	12/24M V Amber, Led Light Bar, 23", Magnet Mt., 15	1	585.00	470.00	470.00	
77700-04754KUB	Radio,Add Usb/Ipod/Sat W/Kubota Harness	1	300.00	300.00	300.00	

Winter Storage & Spring Preventative Maintenance

Get your warm-weather equipment serviced by our professional service team AND let us store your trailer for the rest of winter so when the weather changes next spring you're ready to hit the ground running.

Prices reflected on this quote are valid for 15 days

Signature : _____

Attachment 1

Subtotal	40,072.04
Tax	0.00
Total	40,072.04

CITY OF DES PLAINES

RESOLUTION R - 13 - 22

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
KUBATA UTILITY VEHICLE THROUGH SOURCEWELL.**

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 Equipment Replacement Fund for use by the Public Works and Engineering Department during the 2022 fiscal year for the purchase of a utility vehicle; and

WHEREAS, after a review of equipment options, City staff determined that the Kubota V-Series RTV-X1100CWL-H utility vehicle ("**Equipment**") satisfies the City's specifications and will best address the City's needs; and

WHEREAS, Russo Power Equipment ("**Vendor**") is the regional supplier of the Equipment; and

WHEREAS, the City is a member of Sourcewell, formerly National Joint Powers Alliance, ("**Sourcewell**") a public agency that provides cooperative purchasing solutions for government and educational agencies; and

WHEREAS, Sourcewell has identified the Vendor as a qualified bidder and awarded Contract #122220-KBA to the Vendor for the purchase of the Equipment; and

WHEREAS, in accordance with Section 1-10-2 of the City Code and the City's Purchasing Policies, the City has determined that the purchase of the Equipment is not adapted to award by competitive bidding because Vendor is the sole-source provider of the Equipment; and

WHEREAS, the City desires to purchase the Equipment from Vendor in accordance with Sourcewell Contract #122220-KBA in the not-to-exceed amount of \$40,072.04; and

WHEREAS, the City Council has determined that it is in the best interest of the City to authorize the purchase the Equipment from Vendor in accordance with Sourcewell Contract #0122220-KBA in the not-to-exceed amount of \$40,072.04;

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 the Equipment from Vendor in a total not-to-exceed amount of \$40,072.04, in accordance with Sourcewell Contract #122220-KBA.

SECTION 3: AUTHORIZATION OF PURCHASE. The City Manager is hereby authorized and directed to execute such documents approved by the General Counsel and to make such payments, on behalf of the City, as are necessary to complete the purchase of the Equipment from Vendor in a total not-to-exceed amount of \$40,072.04, in accordance with Sourcewell Contract #122220-KBA.

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 _____, 2022.

APPROVED this ____ day of _____, 2022.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Purchase of Kubota Utility Vehicle thru Sourcewell



MEMORANDUM

Date: January 18, 2022

To: Michael G. Bartholomew, City Manager

From: Jake Kohler, Management Analyst – HR/Risk
Becky Madison, Director of Human Resources
Dorothy Wisniewski, Assistant City Manager/Finance Director
David Anderson, Chief of Police
Daniel Anderson, Fire Chief

Subject: Approval of a Standard Agreement with Kevin Shaughnessy for Polygraph Testing Services for Law Enforcement and Firefighter Candidates

Issue:

On November 19th, 2021, the City of Des Plaines Board of Fire and Police Commission (BFPC) invited qualified firms and individuals to submit proposals to perform polygraph services for law enforcement and firefighter applicants.

Three proposals were received for polygraph services. A panel, comprising of members of the Commission (3), the Police Department (1), the Fire Department (1), and the Human Resource Department (1), evaluated the proposals using the set of criteria listed below.

After a thorough review of all three vendors and based on the independent evaluation scoring, it is advisable that **Kevin Shaughnessy** (Exhibit A) be recommended for a polygraph services standard agreement. The basis of this recommendation can be found below.

Process and Analysis:

All proposals were first examined to determine the proposers met all the requirements of the RFP. All three were found to be compliant with the requirements.

Five out of the six members of the panel reviewed all six proposals and ranked them side-by-side using the scorecard listed in below. The scorecard evaluated five criteria, using a weighted points system of 0-5 (5 being the highest possible for each). The equally weighted criteria were:

- 1.) Adherence to RFP Instructions: Timeliness, Completeness, Overall Quality and Level of Professionalism

- 2.) Company Information: Organizational Structure, Experience with Similar Companies, and References
- 3.) Project Understanding: Overall Comprehension of Project Objectives and Understanding of the Requirements
- 4.) Requirements: Completeness of Vendor Response and Vendor Ability to Meet Requirements
- 5.) Pricing: Cost of the services

The scores for each vendor and the average panel score can be found below.

Ranking:

	Polygraph Scores		
	<i>Cops & Fire</i>	<i>Kevin Shaughnessy</i>	<i>Theodore Polygraph</i>
<i>Scorer 1</i>	4.88	4.6	4.8
<i>Scorer 2</i>	3.83	4.32	3.42
<i>Scorer 3</i>	3.8	3.95	3.73
<i>Scorer 4</i>	3.83	4	3.57
<i>Scorer 5</i>	3.1	4	3.5
Average	3.888	4.174	3.804

Recommendation:

Based on the information provided, staff recommends the City Council approve Resolution **R-14-22**, approving a standard agreement with **Kevin Shaughnessy** to provide polygraph services for the Board of Fire and Police Commission.

Attachments

Resolution R-14-22

Exhibit A – Kevin Shaughnessy Professional Services Agreement

Exhibit B – Scope of Work

Exhibit C – Insurance Coverages

Exhibit D – Schedule of Prices

CITY OF DES PLAINES

RESOLUTION R - 14 - 22

A RESOLUTION APPROVING AN AGREEMENT WITH KEVIN W. SHAUGHNESSY, INC. FOR POLYGRAPH TESTING 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 November 19, 2021, the City issued a request for proposals ("**RFP**") seeking a qualified vendor to perform polygraph testing services for law enforcement and firefighter candidates ("**Services**"); and

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

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

WHEREAS, the City desires to enter into the Agreement with Vendor for the provision of the Services over a two-year term, with the option to renew for three additional one-year terms, at the rates proposed; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF DES PLAINES, COOK COUNTY, ILLINOIS, in the exercise of its home rule powers, as follows:

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2022.

APPROVED this ____ day of _____, 2022.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

CONTRACT FOR POLYGRAPH TESTING SERVICES

THIS CONTRACT (“Contract”) is dated as of the ____ day of _____, 2022 (**“Effective Date”**) and is by and between the **CITY OF DES PLAINES**, an Illinois home rule municipal corporation (**“City”**), and **KEVIN W. SHAUGHNESSY**, an Illinois sole proprietor (**“Vendor”**) (collectively, the **“Parties”**).

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

SECTION 1. SCOPE AND PROVISION OF SERVICES.

A. Services. The City hereby engages the Vendor identified below to provide all polygraph testing services (collectively, the **“Services”**), as such Services are more fully described in the Scope of Work, a copy of which is attached as **Exhibit B** to this Contract (**“Scope of Work”**). The Vendor must provide the Services pursuant to the terms and conditions of this Contract and as described more fully in the Scope of Work.

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

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

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

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

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

G. Compliance with Laws and Grants.

1. The Vendor will give all notices, pay all fees, and take all other actions that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required or necessary in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring

affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Vendor will also comply with all conditions of any federal, state, or local grant received by City or the Vendor with respect to this Contract or the Services.

2. The Vendor will be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Vendor's, or its subcontractors', performance of, or failure to perform, the Services or any part of the Services.

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

SECTION 2. COMPENSATION AND METHOD OF PAYMENT.

A. Invoices and Payment. The Vendor will be paid as provided in the Schedule of Prices attached to this Agreement as **Exhibit D** but in no event shall Vendor be paid more than **\$14,000** pursuant to this Agreement during the Term of this Agreement. The Vendor will submit invoices to the City in an approved format for those portions of the Services performed and completed by the Vendor. The City will pay to the Vendor the amount billed in accordance with the Illinois Prompt Payment Act, 50 ILCS 505/1 *et seq.*

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

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

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

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

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

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

SECTION 3. PERSONNEL; SUBCONTRACTORS.

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

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

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

SECTION 4. TERMINATION.

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

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

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

understanding that the City will have the opportunity to contest the process by any means available to it prior to submission of any documents to a court or other third party. The Vendor must cause all of its personnel and subcontractors to undertake and abide by the same obligations regarding Confidential Information as the Vendor.

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

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

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

SECTION 6. WARRANTY.

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

SECTION 7. VENDOR REPRESENTATIONS.

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

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

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

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

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

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

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

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

I. Patriot Act Compliance. The Vendor represents and warrants to the City that neither the Vendor nor any of its principals, shareholders, or other employees or officials (collectively “**Personnel**”) is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Vendor further represents and warrants that the Vendor and its Personnel are not directly or indirectly engaged in or facilitating transactions related to this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Vendor must, and will, defend, indemnify, and hold harmless the City and its officials, officers, authorities, and all City elected or appointed officials, officers, employees, agents, representatives, and attorneys from and against every claim, damage, loss, risk, liability, and expense (including attorneys’ fees and costs) arising from or related to any breach of the representations and warranties in this Section 7.I.

SECTION 8. INDEMNIFICATION; INSURANCE; NO PERSONAL LIABILITY.

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

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

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

SECTION 9. DEFAULT.

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

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

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

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

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

SECTION 10. GENERAL PROVISIONS.

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

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

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

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

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

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

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

With a copy to:

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

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

Kevin W. Shaughnessy
149 Erin Court
Lemont, Illinois 60439
Email: kevinshaughnessy@comcast.net

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

G. Severability. If any term, covenant, condition, or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the City will have the right, in its sole and absolute discretion, to determine if (i) the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated, or (ii) the entire agreement shall be invalid, void, and unenforceable.

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST: **KEVIN W. SHAUGHNESSY**

By: _____ By: _____
Title: _____

ATTEST: **CITY**

By: _____ By: _____
Title: _____ Its: _____

SCOPE OF WORK

Vendor will perform the following services in accordance with the scope and specifications provide herein:

Development

Vendor shall provide polygraph services, including pre-employment examinations, using a polygraph technique taught by a polygraph school accredited by the American Polygraph Association (APA).

During the contract period, the vendor shall administer pre-employment polygraph examinations which, to the reasonable satisfaction of the Board of Fire and Police Commission, explore applicants' personal background and employment histories to determine their suitability for employment as law enforcement or firefighter professionals. Such examinations shall include, but are not limited to, inquiries regarding each applicant's prior criminal intent and conduct; alcohol and drug possession, use, and any and all activities related thereto; and prior personnel actions and investigations.

All polygraph examinations shall be performed in accordance with the following regulations:

- i. APA By-Laws
- ii. APA Model Policy for Law Enforcement-Public Service Pre-Employment Screening Examinations
- iii. APA Model Policy for the Evaluation of Examinee Suitability for Polygraph Testing
- iv. Americans with Disabilities Act (ADA)
- v. The polygraph examination is conducted prior to a conditional offer of employment, which will narrow the scope of questions to exclude questions related to medical and psychological issues
- vi. The polygraph examination and results should be legally defensible in court and legal contentions. The polygraph examiner should be prepared to defend all procedures, tests instruments, conclusions, and recommendations if a decision based, even in part, on the polygraph examination is challenged.

Deliverables

Vendor shall perform the polygraph examinations and provide reports and forms requested by and in forms acceptable to the City within three (3) business days from the administration of the pre-employment polygraph examination, unless the City grants an extension for cause.

The Vendor shall also provide the following deliverables:

- i. Prior to the administration of any polygraph examination, the candidate should sign the appropriate documents and an informed consent to the conditions of the evaluation.
- ii. Provide a series of questions designated to determine suitability for law enforcement and firefighter positions as appropriate for the pre-conditional offer phase of assessment.

- iii. Upon request by the City, contractor shall provide the Board of Fire and Police Commission and their Liaison with all materials used in conducting any polygraph examination for them and the subject's response to said examination.
- iv. The report shall contain a recommendation for employment based on the results of the examination, justification for the recommendation and/or rating, and any reservations that the polygraph examiner might have regarding the validity or reliability of the results.
- v. Ensure all communications with the City are confidential and maintain copies of all results, questions and responses, memos, e-mails, and any other data in a secure area for at least seven years after the examination.
- vi. Contractor must be accessible to law enforcement and firefighter candidates during normal business hours, typically 8:00 a.m. to 5:00 p.m. Monday through Friday. Saturday appointments are preferable, but not a requirement for consideration.

Qualifications

Vendor must maintain the following minimum qualifications or abilities:

- i. Be qualified from a polygraph school accredited by the American Polygraph Association (APA)
- ii. Provide summary invoicing, which is supported by detailed cost descriptions
- iii. Be available upon request (at no cost to the City) to discuss contract issues and concerns

INSURANCE COVERAGES

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

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

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

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

All employees will be included as insureds.

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

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

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

Coverages will include:

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

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

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

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

Worker's Compensation

Professional Liability

Each additional Insured endorsement will identify City as follows: City of _____ including its Board members and elected and appointed officials, its officers, employees,

agents, attorneys, the Vendors, and representatives.

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

Additional Insured

Policy or Policies

SCHEDULE OF PRICES

Vendor will perform pre-employment polygraph tests for \$230.00 per test.

This rate includes pre-test consultation, pre-test interview, administration of detection of deception exam, analysis and scoring of polygraph charts, post-test interview, report preparation, and client consultation.



MEMORANDUM

Date: January 18, 2022

To: Michael G. Bartholomew, City Manager

From: Jake Kohler, Management Analyst – HR/Risk
Becky Madison, Director of Human Resources
Dorothy Wisniewski, Assistant City Manager/Finance Director
David Anderson, Chief of Police
Daniel Anderson, Fire Chief

Subject: Approval of a Standard Agreement with Cops & Fire for Psychological Testing Services for Law Enforcement and Firefighter Candidates

Issue:

On November 19th, 2021, the City of Des Plaines Board of Fire and Police Commission (BFPC) invited qualified firms and individuals to submit proposals to perform psychological services for law enforcement and firefighter applicants.

Three proposals were received for psychological services. A panel, comprising of members of the Commission (3), the Police Department (1), the Fire Department (1), and the Human Resource Department (1), evaluated the proposals using the set of criteria listed below.

After a thorough review of all three vendors and based on the independent evaluation scoring, it is advisable that **Cops & Fire** (Exhibit A) be recommended for a psychological standard agreement. The basis of this recommendation can be found below.

Process and Analysis:

All proposals were first examined to determine the proposers met all the requirements of the RFP. All three were found to be compliant with the requirements.

Five out of the six members of the panel reviewed all three proposals and ranked them side-by-side using the scorecard listed in below. The scorecard evaluated five criteria, using a weighted points system of 0-5 (5 being the highest possible for each). The equally weighted criteria were:

- 1.) Adherence to RFP Instructions: Timeliness, Completeness, Overall Quality and Level of Professionalism
- 2.) Company Information: Organizational Structure, Experience with Similar Companies, and Reference

- 3.) Project Understanding: Overall Comprehension of Project Objectives and Understanding of the Requirements
- 4.) Requirements: Completeness of Vendor Response and Vendor Ability to Meet Requirements
- 5.) Pricing: Cost of the services

The scores for each vendor and the average panel score can be found below.

Ranking:

	Psychological Scores		
	<i>Wolf Evaluations</i>	<i>Stanard & Associates</i>	<i>Cops & Fire</i>
<i>Scorer 1</i>	3.82	3.87	4.9
<i>Scorer 2</i>	2.73	4.22	3.75
<i>Scorer 3</i>	3.08	3.88	3.53
<i>Scorer 4</i>	2.67	3.85	3.47
<i>Scorer 5</i>	3.1	4.33	4.63
<i>Average</i>	3.08	4.03	4.056

Recommendation:

Based on the information provided, staff recommends the City Council approve Resolution **R-15-22**, approving a standard agreement with **Cops & Fire** to provide psychological services for the Board of Fire and Police Commission.

Attachments

Resolution R-15-22

Exhibit A – Cops & Fire Professional Services Agreement

Exhibit B – Scope of Work

Exhibit C – Insurance Coverages

Exhibit D – Schedule of Prices

CITY OF DES PLAINES

RESOLUTION R - 15 - 22

**A RESOLUTION APPROVING AN AGREEMENT WITH COPS & FIRE,
INC. FOR PSYCHOLOGICAL TESTING 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 November 19, 2021, the City issued a request for proposals (***“Request for Proposals”***) seeking a qualified vendor to perform psychological testing services for law enforcement and firefighter candidates (***“Services”***); and

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

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

WHEREAS, the City desires to enter into the Agreement with Vendor for the provision of the Services over a two-year term, with the option to renew for up to three additional one-year terms, at the rates proposed; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF DES PLAINES, COOK COUNTY, ILLINOIS, in the exercise of its home rule powers, as follows:

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2022.

APPROVED this ____ day of _____, 2022.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

CITY OF DES PLAINES
CONTRACT FOR PSYCHOLOGICAL TESTING SERVICES

THIS CONTRACT ("**Contract**") is dated as of the ____ day of _____, 2022 ("**Effective Date**") and is by and between the **CITY OF DES PLAINES**, an Illinois home rule municipal corporation ("**City**"), and **COPS AND FIRE PERSONNEL TESTING SERVICE**, an Illinois Corporation ("**Vendor**") (collectively, the "**Parties**").

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

SECTION 1. SCOPE AND PROVISION OF SERVICES.

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

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

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

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

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

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

G. Compliance with Laws and Grants.

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

the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Vendor will also comply with all conditions of any federal, state, or local grant received by City or the Vendor with respect to this Contract or the Services.

2. The Vendor will be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Vendor's, or its subcontractors', performance of, or failure to perform, the Services or any part of the Services.

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

SECTION 2. COMPENSATION AND METHOD OF PAYMENT.

A. Invoices and Payment. The Vendor will be paid as provided in the Schedule of Prices attached to this Agreement as **Exhibit C** but in no event will the Vendor be paid more than **\$20,000** pursuant to this Agreement during the Term of this Agreement. The Vendor will submit invoices to the City in an approved format for those portions of the Services performed and completed by the Vendor. The City will pay to the Vendor the amount billed in accordance with the Illinois Prompt Payment Act, 50 ILCS 505/1 *et seq.*

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

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

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

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

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

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

SECTION 3. PERSONNEL; SUBCONTRACTORS.

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

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

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

SECTION 4. TERMINATION.

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

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

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

B. Ownership. The Vendor agrees that all work product, in any form, prepared, collected, or received by the Vendor in connection with any or all of the Services to be performed under this Contract will

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

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

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

SECTION 6. WARRANTY.

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

SECTION 7. VENDOR REPRESENTATIONS.

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

B. Authorization. The execution, delivery and performance by the Vendor of this Contract has been duly authorized by all necessary corporate action, and does not and will not violate its organizational

documents, as amended and supplemented, any of the applicable requirements of law, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which the Vendor is now a party or by which the Vendor is now or may become bound.

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

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

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

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

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

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

I. Patriot Act Compliance. The Vendor represents and warrants to the City that neither the Vendor nor any of its principals, shareholders, or other employees or officials (collectively "**Personnel**") is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Vendor further represents and warrants that the Vendor and its Personnel are not directly or indirectly engaged in or facilitating transactions related to this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Vendor must, and will, defend, indemnify, and hold harmless the City and its officials, officers, authorities, and all City elected or appointed officials, officers, employees, agents, representatives, and attorneys from and against every claim, damage, loss, risk, liability, and expense (including attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this Section 7.I.

SECTION 8. INDEMNIFICATION; INSURANCE; NO PERSONAL LIABILITY.

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

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

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

SECTION 9. DEFAULT.

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

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

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

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

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

SECTION 10.

GENERAL PROVISIONS.

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

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

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

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

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

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

City of Des Plaines

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

With a copy to:

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

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

Cops and Fire Personnel Testing Service
200 W. Higgins Rd, Suite 201
Schaumburg, Illinois 60195
Attention: Carla Watson Purvis
Email: copsandfiretest@aol.com

F. Third Party Beneficiary. The provisions of this Contract are and will be for the benefit of the Vendor and City only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Contract. The City will not be liable to any vendor or other third

party for any agreements made by the Vendor, purportedly on behalf of the City, without the knowledge and approval of the City Trustees.

G. Severability. If any term, covenant, condition, or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the City will have the right, in its sole and absolute discretion, to determine if (i) the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated, or (ii) the entire agreement shall be invalid, void, and unenforceable.

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

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

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

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

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

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

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

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

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

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

R. Calendar Days; Calculation of Time Periods. Unless otherwise specific in this Contract, any reference to days in this Contract will be construed to be calendar days. Unless otherwise specified, in computing any period of time described in this Contract, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is

located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central time.

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

[SIGNATURE PAGE FOLLOWS]

ATTEST:

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

VENDOR

By: _____

Its: _____

CITY

By: _____

Its: _____

EXHIBIT B

SCOPE OF WORK

Vendor will perform the following services in accordance with the scope and specifications provide herein:

Development

The City of Des Plaines Board of Fire and Police Commission invites qualified firms or individuals to submit a proposal for performing psychological services for law enforcement and firefighter candidates. The successful proposer shall provide psychological services, including a written testing component and in-person interview conducted by a certified and trained psychologist/psychiatrist as described below.

It is the Board of Fire and Police Commissioners intent to contract with a single firm and the successful proposer will be awarded a two (2) year non-exclusive contract, with the option to renew for three (3) additional one (1) year terms.

All psychological examinations shall be performed in accordance with the following:

- i. A trained and accredited psychologist/psychiatrist.
- ii. Americans with Disabilities Act (ADA)
- iii. The psychological examination is conducted after a post-conditional offer of employment to allow for the maximum flexibility for interview/testing questions related to medical and psychological issues.

Written Testing Requirement

1. The provider must offer a written component to their psychological testing that incorporate the core competencies designated in section 3.3.
2. If the provider currently utilizes a written test (standardized or developed by the provider previously), the provider must address how their current test addresses the core competencies designated in section 3.3. If it does not, the provider should explain how those core competencies will be otherwise addressed in the psychological review process in their proposal.
3. If the provider is developing a written test component based on the competencies designated in section 3.3, the provider must:
 - i. Obtain data regarding the attributes considered most important for effective performance of the duties of law enforcement officers and firefighters.
 - ii. Provide the Board of Fire and Police Commission with correlating examples between their organization's psychological testing process to the law enforcement and firefighter desired core competencies designated in section 3.3.
 - iii. Develop and submit a preliminary written test to the Board of Fire and Police Commission to review the appropriateness of individual questions and the test as a whole. The provider will also develop and submit a preliminary interview form and questions.
4. Regardless of the test development process, the provider must prepare any other test materials required by the test design and must submit to the Board of Fire and Police Commission three (3) unbound copies

of the edited final test for review. The Board of Fire and Police Commission will thereafter give suggestions for changes, revisions, deletions or substitutions of questions to the provider, and the provider will discuss and make any changes as mutually agreed.

5. The provider will provide an itemized cost proposal for the use of their written test and/or an itemize the costs of the test development that provides cost estimates for each major stage of development.

Written Test Administration

1. Test battery should contain at least two objective and validated psychological tests:
 - i. One test should measure psychopathology; and
 - ii. The second test should measure normal personality characteristics.
2. The instruments shall be norm referenced for use with law enforcement officers or firefighters, as the case may be.
3. The examination should utilize the following competencies for law enforcement candidate selection:
 - i. **Cognitive ability**: This involves the ability to learn, pay attention to detail, multi-task, and apply state and local law, policies and procedures to properly and accurately complete tasks.
 - ii. **Communication**: This involves the ability to listen and retain information, speak and articulate thoughts clearly and write in well-organized and grammatically correct manner.
 - iii. **Thinking & Reasoning**: This involves the ability to think quickly with limited information at times, identify problems, ability to question in order to retrieve accurate information, problem solve and prioritize.
 - iv. **Attitude**: To be service minded, not only to the public but to the department and City as a whole, motivated to improve, possess empathy, team-oriented, confident and maintain a positive demeanor.
 - v. **Character**: This involves having integrity, honesty, self-control, strong work ethic, loyalty and dedication. In addition, to possess the ability to be self-aware, accept criticism, have the willingness to self-improve and make sound judgements.
4. The examination should utilize the following competencies for firefighter candidate selection:
 - i. **Cognitive ability**: This involves the ability to learn, pay attention to detail, multi-task and apply medical training, policies and procedure to properly and accurately carry out the duties of their role.
 - ii. **Initiative**: Actively seeks out challenges and opportunities to grow and advance; has pursued self-improvement.
 - iii. **Performance Under Stress**: Remains clear-headed and takes effective, purposeful action when confronted with dangerous and/or stressful circumstances; remains calm and composed under pressure.
 - iv. **Effective Relationships**: Actively participates in team-oriented tasks, both on and off the job; motivated to do his/her best so as not to let the team down; able to offer and accept constructive

criticism in a mature and objective manner.

- v. **Communication**: Listens well; avoids interrupting; asks clarifying questions; provides direct, non-evasive answers; responds to the question that was asked; speaks in a clear, coherent fashion; provides responses that are organized.
- vi. **Problem Solving**: Approaches problem in logical manner; gather facts and examines situation systematically; seeks assistance from appropriate sources; demonstrates openness to others' ideas and suggested solutions; willing to alter plans in light of changed circumstances.

- 5. Written tests should be validated for use with public safety candidates. Validation will be an ongoing process. The following guidelines should be considered during the validation of psychological screening instruments:
 - i. Written assessment instruments utilized should have strong validation evidence for use with public safety applicants.
 - ii. Tests should have a substantial research base for interpretation with normal range populations in general, and public safety applicants in particular. Tests should have clear, established interpretative strategies for use with applicants.
 - iii. Tests should have demonstrated validity in predicting personality and mental health problems that are considered detrimental to job performance, including but not limited to impulsive and irresponsible behavior, difficulties in social and interpersonal relationships, and antisocial attitudes and behavior.
 - iv. Contractor must be accessible to law enforcement and firefighter candidates during normal business hours, typically 8:00 a.m. to 5:00 p.m. Monday through Friday. Saturday appointments are preferable, but not a requirement for consideration.
 - v. Within three (3) business days from the administration of the psychological examination, the Contractor shall provide a written report to the Board of Fire and Police Commission and their Liaison detailing the examination results and the factual basis for such assessment.
 - vi. Written reports, and to the extent requested, examination materials and examination responses, are to become, upon receipt by the Board of Fire and Police Commission, the exclusive property of the City and the Contractor will consider all information obtained and professional opinions formed confidential.
- 6. If specific cut-off scores are used, there needs to be clear statistical evidence that the scores are valid and have been cross validated in research studies by the test developer or the agency where the test will be used. The specific cut-off scores and the rationale for using the specific cut-off scores shall be documented. The psychologist shall retain responsibility for verifying and interpreting all psychological test results.
 - i. The Board of Fire and Police Commission or their liaison will request and work with both the testing entity and the candidate to schedule the written test in accordance with procedures developed during the vendor onboarding process to assure maximum protection of the results of the candidate's participation.

Interviews

The provider will conduct individual, face-to-face interviews with candidates.

- i. It is preferred that the results of the written test must be available to the evaluator prior to the interview, but not required.
- ii. A semi-structured, job related interview format should be employed with all candidates. The psychologist/psychiatrist maintains a general framework of questions to the candidate, but the interview is flexible. This allows the psychologist to develop additional questions based on what the candidate reports during the interview.
- iii. Interviews should be scheduled to allow sufficient time to cover appropriate background and test result verification.

Reporting

Psychologist/psychiatrist shall prepare a written report on each candidate:

- i. The report needs to evaluate the suitability of each candidate for the position of law enforcement officer or firefighter, as the case may be.
- ii. The report shall be based on all psychological information relating to the candidate including test material and personal interview results.
- iii. The report should discuss each candidate's ability to perform the essential functions of a law enforcement officer or firefighter, as the case may require.
- iv. The report shall include a justification for any rating and/or recommendation made by the psychologist/psychiatrist. The psychologist/psychiatrist's reasoning in arriving at the recommendation should be transparent, based on the data included in the report.
- v. If an evaluation method is proposed that uses a specific cut-off score, the report should acknowledge the use of the cut-off score and the basis for using the specific score.
- vi. The report should include a clear disclaimer stating that the evaluation of the candidates' current emotional and behavioral traits or suitability for the position will not be deemed valid after a specific period of time.
- vii. All written testing instruments will be maintained by the psychologist/psychiatrist and kept for a minimum of seven (7) years in accordance with Illinois State Law. The final written report shall be included in the candidate's medical information maintained by the Board of Fire and Police Commission.
- viii. Contractor must be accessible to law enforcement and firefighter candidates during normal business hours, typically 8:00 a.m. to 5:00 p.m. Monday through Friday. Saturday appointments are preferable, but not a requirement for consideration.

INSURANCE COVERAGES

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

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

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

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

All employees will be included as insureds.

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

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

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

Coverages will include:

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

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

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

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

Worker's Compensation

Professional Liability

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

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

Additional Insured

Policy or Policies

SCHEDULE OF PRICES

Cost Proposal for Pre-Employment Psychological Testing Services City of Des Plaines

Psychological Assessment for Public Safety Personnel

\$450.00 per candidate

Leading Instruments, with specific regard to public safety criteria are utilized to provide test data while our staff psychologists specializing in the field of public safety candidate screening will analyze the data to determine if the applicant has the appropriate mental ability to pass the training program, emotional stability to withstand the stresses associated with being a public safety officer, and the psychological soundness to work within a public safety department. The Psychologist will conduct the clinical interview and present a conclusion to the appropriate hiring body in a written report.

Identify-

- *Positive and negative characteristics that may enhance or be an unfavorable influence on their life behaviors*
- Personality problems and emotional disorders
- Proclivity for violence, suicide, aggression and substance abuse
- Stress management characteristics

Psychological Assessments are conducted at our Schaumburg office.

Prices quoted cover all costs for your Hiring Board



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: January 6, 2022

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

From: Tom Bueser, Superintendent of General Services *T.B.*

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

Subject: Backhoe Loader Purchase

Issue: The approved 2022 budget includes funding for a Backhoe Loader/Excavator for the purpose of repairing water and sewer mains.

Analysis: The Water and Sewer Divisions utilize excavators regularly for underground repairs and they are considered a vital piece of equipment. Staff assessed the different manufactures of this type of equipment and determined that John Deere had the best selection to fit the City's specific needs and current fleet. John Deere standardizes their parts which streamlines and eases maintenance and repairs. Parts are readily available and most of the equipment is interchangeable.

After review of the John Deere model options available and the City's current equipment, the John Deere 410L Backhoe Loader was chosen by crew members and staff to best fit the City's needs. West Side Tractor Sales is the regional supplier of this unit and is available through Sourcewell (formerly National Joint Powers Alliance), which is a cooperative purchasing entity for government and educational agencies of which the City is a member. Per Sourcewell Contract #032119-JDC this equipment can be purchased in the amount of \$139,750.76, which includes the trade in of the City's current 2005 John Deere 410J backhoe loader unit.

Recommendation: We recommend the purchase of a John Deere 410L Backhoe Loader through Sourcewell Contract #032119-JDC, from West Side Tractor Sales Company, 1400 West Ogden Avenue, Naperville, IL 60563, in the amount of \$139,750.76. Source of funding will be the Equipment Replacement Fund account (550-00-000-0000.8015).

Attachments:

Attachment 1 - Contract # 032119-JDC Proposal
Ordinance M-4-22
Exhibit A – List of Surplus Property



JOHN DEERE



December 22, 2021

**DES PLAINES, CITY OF
1420 MINER ST
DES PLAINES, IL
RALPH MAGAK**

2022 John Deere 410L Backhoe Loader

SOURCEWELL Cooperative Contract 032119-JDC

All the prices in the detailed sections are Per machine basis.

Machine Configuration

Code	Description	Qty	Unit Price
0AB1T	410L BACKHOE LOADER	1	149,433.00
1065	ENGINE FT4	1	15,228.00
170K	JDLINK	1	-
2035	CAB	1	13,243.00
2401	DECAL ENG W/ENG PACKET	1	-
3095	MECHANICAL (MFWD) LIMITED SLIP AND AUTO	1	-
4482	GALAXY 550 RADIAL - 500/70R24 REAR & 340/80R18 FRONT	1	1,934.00
5285	CONTROL PILOT	1	2,665.00
5460	COUPLER	1	8,104.00
5600	LESS BH BUCKET W/PINS	1	-
6020	DIPPER EXTENDABLE	1	8,365.00
6230	HYD,AUX W/1&2WAY FLOW	1	6,225.00
7080	LDR 1 LEVER HYD W/INT AUX	1	3,268.00
7685	LDR BUCKET 1.32CY MULTIPURP	1	7,973.00
8485	COUNTERWEIGHT 1250LB.	1	1,758.00
8635	BATTERY SINGLE W/JUMP POST	1	257.00
90A1	ACCU SWING INSTALLATION	1	670.00
9045	CHROME EXHAUST	1	178.00
9080	HEATER ENGINE COOLANT 110V	1	172.00
9115	RIDE CONTROL	1	2,335.00
9116	ROOF W/LED LIGHTS	1	1,053.00
9515	FLUID SAMPLING PORTS	1	207.00
9905	STROBE & HARDWARE	1	588.00
0	NO THUMB	1	-
List Price			\$ 223,656.00
Discount 44%			\$ 98,408.64
Net Price			\$ 125,247.36

Custom Jobs

Code	Description	Qty	Price
	Dlr provide Pre-Delivery Inspection, Supplies and Fuel Fill	1	1,600.00
	Dealer Provided Delivery	1	800.00
	Labor for field installed kits	1	1,457.18
Ext Warranty	• Extended 5 Yr/3000 Hr Comprehensive Warranty Machine Only	1	6,082.43
BYT11137	BOOM LIGHT KIT	1	1,244.00
0	Labor to install lights	1	-
Epiroc	EPIROC SBU 340 W TOP CAP	1	12,556.35
Total Price			\$ 23,739.96
Quote Summary (per unit)			
Item Description			Prices
Machine Net Price			\$ 125,247.36
Custom Jobs			\$ 23,739.96
Price per Machine			\$ 148,987.32
Destination		Freight Charge	
Wauconda, IL 60084		\$ 1,763.44	
Total Net Price Quantity (1)			\$ 150,750.76
Less Trade-in			
2005 John Deere 410 J with 8373 hours			11,000.00
Net Price less Trade-Ins			\$ 139,750.76

Warranty Terms

410L includes • Full Machine 12 Month -Unlimited Hour Warranty
• Extended 5 Yr/3000 Hr Comprehensive Warranty Machine Only

Remarks:

Please note that this quote is valid for 30 days. Purchase cards are accepted -- a 3% transaction fee will be calculated into the PO total for the credit card invoice payment.

Chris Mazzoni - Sales Representative West Side Tractor Sales - (847) 526-7700 • Fax (847) 526-3565 -
Cmazzoni@westsidetractorsales.com

CITY OF DES PLAINES

ORDINANCE M - 4 - 22

AN ORDINANCE DECLARING A BACKHOE LOADER OWNED BY THE CITY OF DES PLAINES AS SURPLUS AND APPROVING THE PURCHASE OF A JOHN DEERE BACKHOE LOADER THROUGH SOURCEWELL.

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 is the owner of a 2005 John Deer 401J backhoe loader ("*Surplus Property*"); and

WHEREAS, the City Council has determined that the Surplus Property is no longer necessary or useful to, or for the best interest of, the City; and

WHEREAS, the City has appropriated funds in the Equipment Replacement Fund for use by the Public Works and Engineering Department during the 2022 fiscal year for the purchase of a backhoe loader/excavator; and

WHEREAS, after a review of equipment options, City staff determined that the John Deere 410L Backhoe Loader ("*Equipment*") satisfied the City's specifications and will best address the City's needs; and

WHEREAS, West Side Tractor Sales Company ("*Vendor*") is the regional supplier of the Equipment; and

WHEREAS, the City is a member of Sourcewell, formerly National Joint Powers Alliance, ("*Sourcewell*") a public agency that provides cooperative purchasing solutions for government and educational agencies; and

WHEREAS, Sourcewell has identified the Vendor as a qualified bidder and awarded Contract #032119-JDC to the Vendor for the purchase of the Equipment; and

WHEREAS, in accordance with Section 1-10-2 of the City Code and the City's Purchasing Policies, the City has determined that the purchase of the Equipment is not adapted to award by competitive bidding because Vendor is the sole-source provider of the Equipment; and

WHEREAS, Vendor has offered to provide a purchase credit of \$11,000 for the trade-in of the Surplus Property to be used toward the purchase by the City of the Equipment from Vendor ("*Trade-In Credit*"); and

WHEREAS, the City desires to purchase the Equipment from Vendor in accordance with Sourcewell Contract #032119-JDC in the not-to-exceed amount of \$150,750.76 less the Trade-In Credit, for a total not to exceed amount of 139,750.76; and

WHEREAS, the City Council has determined that it is in the best interest of the City to dispose of the Surplus Property, approve the purchase the Equipment from Vendor in accordance with Sourcewell Contract #032119-JDC in the not-to-exceed amount of \$139,750.76;

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 findings of the City Council.

SECTION 2: APPROVAL OF PURCHASE. The City Council hereby approves the purchase by the City of the Equipment from Vendor in a total not-to-exceed amount of \$139,750.76, in accordance with Sourcewell Contract #032119-JDC.

SECTION 3. AUTHORIZATION TO DISPOSE OF SURPLUS PROPERTY. Pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, and the City's home rule authority, the City Council declares that ownership of the Surplus Property, as described in **Exhibit A** attached to this Ordinance, is no longer necessary or useful to, or in the best interests of, the City. The City Council authorizes the City Manager, or his designee, to dispose of the Surplus Property by conveying the Surplus Property to Vendor as partial payment for the Equipment.

SECTION 4: AUTHORIZATION OF PURCHASE. The City Manager is hereby authorized and directed to execute such documents approved by the General Counsel and to make such payments, on behalf of the City, as are necessary to obtain the Trade-In Credit complete the purchase of the Equipment from Vendor in a total not-to-exceed amount of \$139,750.76, in accordance with Sourcewell Contract #032119-JDC.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2022.

APPROVED this ____ day of _____, 2022.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Purchase of a Backhoe Loader thru Sourcewell

EXHIBIT A

SURPLUS PROPERTY

2005 John Deer 401J backhoe loader, VIN T0410GX947572



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

1111 Joseph J. Schwab Road
Des Plaines, IL 60016
P: 847-391-5464
desplaines.org

MEMORANDUM

Date: January 7, 2022

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

From: Timothy Watkins, Assistant Director of Public Works and Engineering TW

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

Subject: 2021 Sewer Lining - Change Order No. 1

Issue: On Tuesday, May 17, 2021 the City of Des Plaines City Council awarded the 2021 Sewer and Manhole Lining contract to Hoerr Construction, Inc. in the amount of \$275,520. During the pre-construction televising of the various sewers it was determined that additional lining was needed to complete this project.

Analysis: During the pre-construction televising of the various sewers, it was determined that an additional 498 feet of critical lining was needed to complete the project. Hoerr completed the additional items pursuant to the contract pricing in the amount of \$12,739.10.

Recommendation: We recommend approval of Change Order No. 1 to Hoerr Construction in the amount of \$12,739.10. Source of funding will be the Water/Sewer Improvements account (500-00-580-0000.8100).

Attachments:

Resolution R-23-22

Exhibit A - Change Order No. 1

CITY OF DES PLAINES

RESOLUTION R - 23 - 22

**A RESOLUTION APPROVING CHANGE ORDER NO. 1 TO
THE AGREEMENT FOR THE 2021 DES PLAINES SEWER
LINING PROJECT WITH HOERR CONSTRUCTION, INC.**

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

WHEREAS, on May 17, 2021, the City Council approved Resolution R-93-21, authorizing the City to enter into a contract ("**Agreement**") with Hoerr Construction, Inc. ("**Contractor**") for the 2021 Des Plaines Sewer Lining Project, which is part of the 2021 Capital Improvement Program and includes the installation of cured in place pipe throughout the City ("**Work**"); and

WHEREAS, Resolution R-93-21 authorized the expenditure of an amount not to exceed \$275,520 for the performance of the Work; and

WHEREAS, during the pre-construction televising of the sewers it was determined that an additional 498 feet of critical lining was needed to complete the Work ("**Additional Services**"); and

WHEREAS, the City requested a proposal from Contractor to perform the Additional Services pursuant to the Agreement; and

WHEREAS, Contractor submitted a proposal in the not-to-exceed amount of \$12,739.10 to perform the Additional Services; and

WHEREAS, the City and the Contractor desire to enter into Change Order No. 1 to the Agreement ("**Change Order No. 1**") for the performance of the Additional Services in the not-to-exceed amount of \$12,739.10, increasing the total Agreement amount to \$288,259.10; and

WHEREAS, the City has sufficient funds in the Water/Sewer Improvements Fund to procure the Additional Services from the Contractor in the not-to-exceed amount of \$12,739.10; and

WHEREAS, the City Council has determined that authorizing the Contractor to perform the Additional Services under the Agreement pursuant to Change Order No. 1 is: (i) necessary to complete the Work; (ii) germane to the Agreement in its original form as signed; and (iii) in the best interest of the City and authorized by law;

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 CHANGE ORDER NO. 1. The City Council hereby approves Change Order No. 1 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 CHANGE ORDER NO. 1. The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, Change Order No. 1.

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 _____, 2022.

APPROVED this ____ day of _____, 2022.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Change Order No 1 with Hoerr Const

CITY OF DES PLAINES

CHANGE ORDER

SHEET 1 OF 3

PROJECT NAME: 2021 Sewer Lining – Change Order #1

CHANGE ORDER NO. 1

LOCATION: Various Sewer Mains

CONTRACTOR: Hoerr Construction, Inc.

DATE: January 7, 2022

I. A. DESCRIPTION OF CHANGES INVOLVED:

Additional labor and materials to complete the 2021 Sewer Lining Project.

B. REASON FOR CHANGE:

During the pre-televising of the sewer, it was determined that an additional 498 feet of critical lining was needed to complete the project. Hoerr Construction completed the additional items pursuant to the contract pricing.

C. REVISION IN CONTRACT PRICE:

Twelve thousand seven hundred thirty-nine dollars and ten cents--\$12,739.10

II. CHANGE ORDER CONDITIONS:

1. The Completion Date established in the Contract, as signed or as modified by previous Change Orders, is hereby extended, making the final Completion Date: November 25, 2021.
2. Any Work to be performed under this Change Order shall be provided, performed, and completed in full compliance with, and as required by or pursuant to, the Contract, including any Specifications and Contract Drawings for the Work to be performed under this Change Order and for Work of the same type as the Work to be performed under this Change Order, and as specified in the preceding "Description of Changes Involved."
3. Unless otherwise provided herein, all Work included in this Change Order shall be guaranteed and warranted as set forth in, and Contractor shall not be relieved from strict compliance with, the guaranty and warranty provisions of the Contract.
4. All Work included in this Change Order shall be covered under the Bonds and the insurance coverages specified in the Contract. If the Contract Price, including this Change Order, exceeds the Contract Price set forth in the Contract, as signed, by twenty percent (20%), Contractor shall submit to Owner satisfactory evidence of such increased coverage under the Bonds.

III. ADJUSTMENTS IN CONTRACT PRICE:

- | | | |
|----|---|---------------------|
| 1. | Original Contract Price | <u>\$275,520.00</u> |
| 2. | Net (addition) (reduction) due to all previous Change Orders
Nos. _____ to _____ | <u>\$0.00</u> |
| 3. | Contract Price, not including this Change Order | <u>\$275,520.00</u> |
| 4. | (Addition) (Reduction) to Contract Price due to this Change Order | <u>\$12,739.10</u> |
| 5. | Contract Price including this Change Order | <u>\$288,259.10</u> |

IV. FINDINGS:

Pursuant to the requirements of Section 33E-9 of the Illinois Criminal Code of 1961, the undersigned do hereby find that the Change Order: [check all that are appropriate]

X is necessary due to circumstances that were not foreseeable at the time the Owner entered into the Contract;

X is germane to the Contract in its original form as signed; and/or

X is in the best interest of the Owner and authorized by law.

RECOMMENDED FOR ACCEPTANCE:

PROJECT MANAGER:

Rob Greenfield

By:



(1/7/22)

Signature of Authorized
Representative

Date

ACCEPTED:

CONTRACTOR:

Hoerr Construction, Inc.

By:

()

Signature of Authorized
Representative

Date

CITY OF DES PLAINES:

By:

()

Signature of Authorized
Representative

Date

#24602136_v1



REMIT TO:
Hoerr Construction, Inc.
P.O. Box 65
1416 County Road 200 N
Goodfield, IL 61742



UTILITY CONTRACTORS

JANUARY 6, 2022

CITY OF DES PLAINES
1111 JOSEPH SCHWAB ROAD
DES PLAINES, IL 60016

CONTACT: ROB GREENFIELD
RE: 2021 SEWER MAIN LINING - BILLING AMOUNT OVER ORIGINAL PO (2021-252) FOR \$275,520.00
HOERR'S JOB: 21050

Office: (309) 691-6653
FAX: (309) 508-7990

Invoice # 122-009

REVISED

#	ITEM	PLANNED QTY (BID)	CURRENT QTY	PREVIOUS QTY	TOTAL QTY	UNIT	UNIT PRICE	BILLED THIS REQUEST	PREVIOUS BILLINGS	TOTAL BILLINGS
1	BASE BID									
2	8" SEWER LINING	3650.0	3699.5	0.0	3699.5	LF	\$ 29.00	\$ 107,285.50	\$ -	\$ 107,285.50
3	10" SEWER LINING	900.0	1310.3	0.0	1310.3	LF	\$ 39.00	\$ 51,101.70	\$ -	\$ 51,101.70
4	12" SEWER LINING	1400.0	1438.1	0.0	1438.1	LF	\$ 42.00	\$ 60,400.20	\$ -	\$ 60,400.20
5	15" SEWER LINING	760.0	692.1	0.0	692.1	LF	\$ 52.00	\$ 35,989.20	\$ -	\$ 35,989.20
6	PROTRUDING TAP REMOVAL	10.0	20.0	0.0	20.0	EA	\$ 350.00	\$ 7,000.00	\$ -	\$ 7,000.00
	TRAFFIC CONTROL	1.0	1.0	0.0	1.0	LS	\$ 3,500.00	\$ 3,500.00	\$ -	\$ 3,500.00
	ALTERNATE BID									
1	CEMENTITIOUS MANHOLE LINING	150.0	0.0	143.5	143.5	VF	\$ 195.00	\$ -	\$ 27,982.50	\$ 27,982.50
	EXTRA							\$ -	\$ -	\$ -
1	DEDUCTION FOR LIQUIDATED DAMAGES	0.0	4.0	0.0	4.0	DAY	\$ (1,250.00)	\$ (5,000.00)	\$ -	\$ (5,000.00)

\$ 260,276.60 \$ 27,982.50 \$ 288,259.10

PROJECT TOTAL TO DATE ... \$ 288,259.10
LESS AMOUNT BILLED ON ORIGINAL PO ... \$ (275,520.00)
SUBTOTAL ... \$ 12,739.10
LESS 0% RETENTION ... \$ -
AMOUNT DUE THIS INVOICE ... \$ 12,739.10

TERMS: Net 30 days. A service charge of 1 1/2% per month (18% per year) will be charged on all past due invoices.

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, JANUARY 3, 2022

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 6:01 p.m. in the Eleanor Rohrbach Memorial Council Chambers, Des Plaines Civic Center on Monday, January 3, 2022.

ROLL CALL

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

CLOSED SESSION

Moved by Brookman, seconded by Oskerka to enter into Closed Session under the following sections of the Open Meetings Act - Collective Bargaining.

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 1 - Moylan

Motion declared unanimously carried.

The City Council recessed at 6:02 p.m.

The City Council reconvened 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, Assistant Director of Public Works and Engineering Duddles, 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 City Clerk Mastalski.

PUBLIC COMMENT

Nick, a resident of Des Plaines, commented on his disapproval of the Covid-19 vaccine mandate.

ALDERMEN ANNOUNCEMENTS

Alderman Oskerka invited any seniors in need of assistance with snow removal to contact him, and he will put them in contact with Jet City Coalition.

Alderman Zadrozny wished everyone a Happy New Year.

Alderman Brookman brought up the issue of businesses not properly removing snow on their property; she believes the issue should be brought to the forefront so there is not an injury or a fatality. Alderman Brookman would like to look into using TIF funds or other funding for the City to provide snow removal services in certain areas, such as the business area from Oakton St to Graceland Ave. She asked City Manager Bartholomew to address this issue.

City Manager Bartholomew discussed the options the City can proceed with in order to enforce snow removal in commercial areas – there will be a follow up in the Public Works Committee.

Alderman Moylan is the Public Works Committee Chairman, and he stated he would like to first see harsher monetary penalties for the commercial properties for not removing snow from walkways before the City proceeds with providing snow removal services.

Alderman Chester gave condolences to the unfortunate passing of Mary Ann Maro; she was a resident of Des Plaines and a dedicated crossing guard at South School. He stated how devoted she was to her profession and the children she greeted every day - expressing Mary Ann Maro loved the children; the children and the community loved her back.

Alderman Smith recommended the City should be doing more to reach out to the community with information about lost pets. She stated the City has the responsibility to help reunite families with their lost pets; such as posting the information on local access television. She asked City Manager Bartholomew to follow-up regarding the matter.

City Manager Bartholomew stated he will follow-up with Police Chief Anderson about the safeguards in place to help the unification process between families and their lost pets.

Police Chief Anderson mentioned the success the City has had with listing lost pets on the Des Plaines Police Department Facebook page – he asked residents to report to the Police Department if their pet is lost.

Alderman Ebrahimi thanked everyone who reached out regarding his Covid-19 diagnosis.

MAYORAL ANNOUNCEMENTS

Mayor Goczkowski mentioned his appreciation for the community activism of Jet City Collation and their founder Kevin Murphy.

On May 3, 2021, 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.

On January 3, 2022, in order to facilitate and encourage the operation of (i) food and beverage establishments in the City during the ongoing COVID-19 pandemic; and (ii) COVID-19 vaccination and testing sites in the City, Mayor Goczkowski directs a Supplemental Order that:

- A. The Community and Economic Development Director is authorized to continue to implement the Auxiliary Outdoor Seating Program, which Program and its implementation are hereby authorized by this order.
- B. The City Manager is authorized to enter into license agreements with owners of restaurants and taverns that seek to establish temporary seating areas on public rights-of-way including sidewalks and other publicly owned property in furtherance of the Auxiliary Outdoor Seating Area Program, as previously authorized by the Supplement Order.
- C. The Community and Economic Development Director is authorized to approve the temporary operation of COVID-19 testing and vaccination sites in locations where, in the CED Director's discretion, the COVID-19 testing or vaccination site will comply with the general regulations for temporary uses set forth in Section 12-8-11.B of the City of Des Plaines Zoning Ordinance and will not otherwise be adverse to the public health and safety.

The Supplement Order will take effect immediately upon execution and run concurrently with the term of the Declaration of Civil Emergency unless rescinded or superseded by mayoral order or a majority vote of the corporate authorities.

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 January 3, 2022.

Mayor Goczkowski presented an extension to the Declaration of Civil Emergency.

Moved by Chester, seconded by Oskerka, to extend the May 3, 2021 Declaration of Civil Emergency until the adjournment of the next regular, special, or emergency meeting of the City Council including the Supplement Order dated January 3, 2022.

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 Brookman, seconded by Zadrozny, 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-30-21, M-1-22 were adopted; Resolutions R-1-22, R-2-22, R-3-22, R-4-22, R-5-22, R-6-22, R-7-22, R-8-22, R-9-22, R-11-22, R-12-22 were adopted.

AMEND CITY CODE/ SEMI TRAIL & TRK PRKG & PRKG FINES

Consent Agenda

Ordinance M-1-22

Moved by Brookman, seconded by Lysakowski to Approve First Reading of Ordinance M-1-22, AN ORDINANCE AMENDING SECTIONS 7-3-2 AND 7-10-6 OF THE DES PLAINES CITY CODE REGARDING SEMI TRAILER AND TRUCK PARKING AND PARKING FINES. Motion declared carried as approved unanimously under Consent Agenda.

Advanced to Second Reading by Lysakowski, seconded by Zadrozny, to Adopt the Ordinance M-1-22, AN ORDINANCE AMENDING SECTIONS 7-3-2 AND 7-10-6 OF THE DES PLAINES CITY CODE REGARDING SEMI TRAILER AND TRUCK PARKING AND PARKING FINES.

Upon roll call, the vote was:

AYES: 8- Lysakowski, Moylan, Oskerka, Zadrozny,
Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 0 - Ebrahimi

Motion declared carried.

AUTH EXPND OF FUNDS/ SW LIC AGRMT/ TYLER TECH, INC

Moved by Brookman, seconded by Lysakowski to Approve Resolution R-1-22, A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS UNDER A SOFTWARE LICENSE AGREEMENT WITH TYLER TECHNOLOGIES, INC FOR

Consent Agenda

SOFTWARE LICENSES AND MAINTENANCE SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-1-22****APPROVE EXPND
OF FUNDS/ LEASE
& SVCS AGRMT/
KONICA MINOLTA
Consent Agenda**

Moved by Brookman, seconded by Lysakowski to Approve Resolution R-2-22, A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS UNDER A LEASE WITH KONICA MINOLTA PREMIER FINANCE AND A SERVICES AGREEMENT WITH KONICA MINOLTA BUSINESS SOLUTIONS USA, INC. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-2-22****APPROVE AGRMT/
SENSUS WATER
METERS/ CORE &
MAIN, LP
Consent Agenda**

Moved by Brookman, seconded by Lysakowski to Approve Resolution R-3-22, A RESOLUTION APPROVING AN AGREEMENT WITH CORE & MAIN, LP FOR THE PURCHASE AND INSTALLATION OF SENSUS WATER METERS. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-3-22****AUTH PURCH &
PLANTING/ TREES/
WEST CNTRL MUN
CONF SUB TREE
CONSORTIUM
Consent Agenda**

Moved by Brookman, seconded by Lysakowski to Approve Resolution R-4-22, A RESOLUTION AUTHORIZING THE PURCHASE AND PLANTING OF TREES THROUGH THE WEST CENTRAL MUNICIPAL CONFERENCE SUBURBAN TREE CONSORTIUM. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-4-22****GRANT
EXEMPTION/
WATER SPLY/
ARCHDIOCESE
Consent Agenda**

Moved by Brookman, seconded by Lysakowski to Approve Resolution R-5-22, A RESOLUTION GRANTING AN EXEMPTION TO THE ARCHDIOCESE TO DISCONNECT THEIR IRRIGATION SYSTEM FROM THE CITY'S WATER SUPPLY. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-5-22****APPROVE MSTR
CNTRCT/ VEH
REPR & MAINT
SVCS/ HAVEY
COMMS, INC
Consent Agenda**

Moved by Brookman, seconded by Lysakowski to Approve Resolution R-6-22, A RESOLUTION APPROVING A MASTER CONTRACT WITH HAVEY COMMUNICATIONS, INC FOR VEHICLE REPAIR AND MAINTENANCE SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-6-22****APPROVE REDUCT/
PRKG LOT**

Moved by Brookman, seconded by Lysakowski to Approve Resolution R-7-22, A RESOLUTION APPROVING THE REDUCTION OF THE PARKING LOT RESTORATION DEPOSIT LETTER OF CREDIT FOR THE BAYVIEW-

**RESTOR/ 1425
ELLINWOOD AVE**
Consent Agenda

COMPASSPOINT MIXED-USE DEVELOPMENT AT 1425 ELLINWOOD AVENUE.
Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-7-22**

**AUTH PURCH/
HORTON AMB/
FOSTER COACH
SALES, INC**
Consent Agenda

Moved by Brookman, seconded by Lysakowski to Approve Resolution R-8-22, A RESOLUTION APPROVING THE PURCHASE OF A HORTON AMBULANCE FROM FOSTER COACH SALES, INC. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-8-22**

**APPROVE PURCH/
PIERCE TOWER
LAD TRK/
MACQUEEN
EMERG GRP**
Consent Agenda

Moved by Brookman, seconded by Lysakowski to Approve Resolution R-9-22, A RESOLUTION APPROVING THE PURCHASE OF A PIERCE TOWER LADDER TRUCK FROM MACQUEEN EMERGENCY GROUP. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-9-22**

**SECOND READING/
ORDINANCE
M-30-21**
Consent Agenda

Moved by Brookman, seconded by Lysakowski to Approve Ordinance M-30-21, AN ORDINANCE AMENDING THE CITY CODE TO ADD ONE CLASS "M" LIQUOR LICENSE. 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 December 20, 2021, as published. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE
MINUTES**
Consent Agenda

Moved by Brookman, seconded by Lysakowski to Approve the Closed Session Minutes of the City Council meeting of December 20, 2021, as published. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE CBA/
MAP #241**
Consent Agenda

Moved by Brookman, seconded by Lysakowski to Approve Resolution R-11-22, A RESOLUTION APPROVING A FOUR-YEAR COLLECTIVE BARGAINING AGREEMENT WITH THE METROPOLITAN ALLIANCE OF POLICE DES PLAINES POLICE CHAPTER #241. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-11-22**

**APPROVE CBA/
MAP #240**
Consent Agenda

Moved by Brookman, seconded by Lysakowski to Approve Resolution R-12-22, A RESOLUTION APPROVING A FOUR-YEAR COLLECTIVE BARGAINING AGREEMENT WITH THE METROPOLITAN ALLIANCE OF POLICE DES PLAINES POLICE CHAPTER #240. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-12-22**

NEW BUSINESS

FINANCE & ADMINISTRATION – Alderman Zadrozny, Chair

WARRANT
REGISTER
Resolution
R-10-22

Alderman Zadrozny presented the Warrant Register.

Moved by Zadrozny, seconded by Chester, to Approve the Warrant Register of January 3, 2022 in the Amount of \$3,048,485.24 and approve Resolution R-10-22.

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.

OTHER MAYOR/
ALDERMEN
COMMENTS FOR
THE GOOD OF THE
ORDER

Mayor Goczkowski stated since the Covid-19 numbers are increasing in our area at a sharp rate, he encouraged individuals to wear a mask in public and encouraged everyone to get vaccinated.

ADJOURNMENT

Moved by Brookman, seconded by Oskerka to adjourn the meeting. The meeting adjourned at 7:24 p.m.

Jessica M. Mastalski – City Clerk

APPROVED BY ME THIS _____

DAY OF _____, 2022

Andrew Goczkowski, MAYOR



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: January 6, 2022

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

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

Subject: Metropolitan Square Plaza Redesign Options (The Lakota Group)

Issue: The Mayor and City Council expressed interest in the strategic planning session in October 2021 to consider potential redesign of the Metropolitan Square plaza. The City has re-engaged The Lakota Group, a Chicago-based urban design firm that has studied Metropolitan Square in the past, to revisit prior ideas with the current Council, to collect their feedback, to help settle on a preferred design, and to provide cost estimates and an implementation framework.

Analysis: Metropolitan Square has been highlighted both in strategic and comprehensive planning as an area that could be enhanced through a physical redesign. Considerations include location, orientation, and number of parking spaces; type of plaza surface; traffic and pedestrian routing and access; “placemaking” elements such as benches, shade, landscaping and trees, overhead-cover structures; fountains; and outdoor tables for dining for the adjacent restaurants. In 2015 and 2016, the City engaged The Lakota Group to conduct a public input process and to arrive at recommendations for redesigns of the plaza. They presented options to the City Council in May 2016, which were distilled into a Concept 1 and Concept 2.

Presentation: Kevin Clark, Principal for The Lakota Group, is prepared to present to the Council to kick-off the new engagement, to re-explain the concept design proposals from 2016, to facilitate discussion, and to list follow-up steps and actions.

Attachments

Attachment 1: Excerpt from Comprehensive Plan, Downtown Des Plaines Chapter, Implementation Table
Attachment 2: Excerpt from May 2016 Lakota Presentation to City Council (Concepts Included)

Downtown Implementation



Table 8.2. Downtown Implementation Action

RECOMMENDATION	LEAD & PARTNERS	TIMEFRAME
ECONOMIC DEVELOPMENT		
Enhance the Environment to Create a Sense of Place		
8.1. Establish a Downtown wayfinding program and prioritize gateway entrances.	City of Des Plaines	Short-Term
8.2. Target infrastructure and aesthetic improvements to enhance the streetscape.	City of Des Plaines	Ongoing
8.3. Implement new design of Metropolitan Square.	City of Des Plaines	Long-Term
8.4. Revive and restore the Des Plaines Theatre.	City of Des Plaines Rivers Casino	Ongoing
8.5. Create a new restaurant cluster on Miner Street next to the Des Plaines Theatre.	City of Des Plaines	Ongoing
8.6. Activate Downtown Des Plaines through arts and culture initiatives.	City of Des Plaines	Mid-Term
8.7. Assess the C-5 zoning district to bring a variety of new uses to the vacant spaces including “experience retail uses”.	City of Des Plaines	Ongoing
Enhance the Business Climate by Focusing on Economic Development Initiatives and Programming to Encourage Investment		
8.8. Continue to provide incentives targeted at specific commercial sectors to complement the vision of Downtown Des Plaines as a retail and entertainment district.	City of Des Plaines Des Plaines Chamber of Commerce	Ongoing
8.9. Reorganize the Economic Development Commission.	City of Des Plaines Downtown Businesses	Short-Term
8.10. Seek out a shared-space facility to help emerging entrepreneurs bring their business concepts to the local economy.	City of Des Plaines	Long-Term

Project Study Area



Existing Condition



Metropolitan Square Renovation

Recap of Public Input

Public Input Recap

- Five separate public events
- A project website and online survey - over 600 responses
- Property owners, management, and the Special Events Commission engaged as key stakeholders

Key Themes

- People are ready for a change - The community is interested in improving this area.
- Additional events in the area are desired.
- Shopping and dining are currently the largest draws to the area.
- Stakeholders want the area to cater to a wider range of people.
- Adding entertainment to the area and creating a 'draw' is important to success

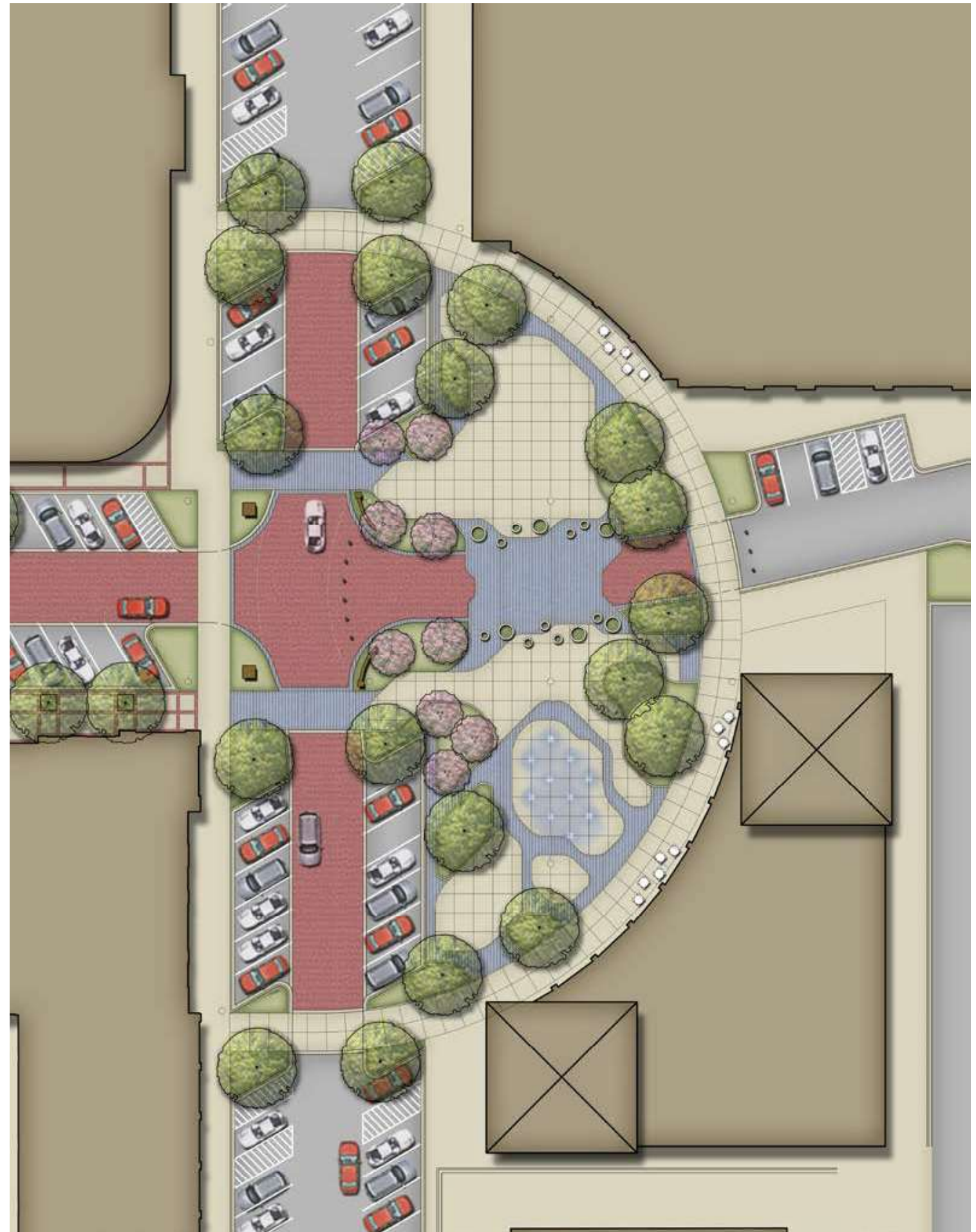
Metropolitan Square Renovation

Review of Concepts and Design Elements

Concept 1

Summary

- Modified traffic pattern
- Curbless/shared street
- Flexible space
- Provides buffering from Market Street to improve comfort
- Provides additional shade
- Breakdown size and humanizes scale of space



Concept 1

Perspective looking east



Concept 1

Perspective looking northwest



Concept 2

Summary

- Maintains current traffic patterns
- Can include curbless sections if desired
- Provides buffering from Market Street to improve comfort
- Provides additional shade
- Breakdown size and humanizes scale of space



Concept 2

Perspective looking southwest



Metropolitan Way Concept

Summary

- Create visual connection back to Metropolitan Square
 - Introduce street trees
 - Overhead lighting
 - Specialty street paving
- Widen sidewalk
 - 19 existing angle parking spaces
 - 8 parallel spaces shown
 - Loss of 11 spaces





FINANCE DEPARTMENT

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

MEMORANDUM

Date: January 5, 2022
To: Michael G. Bartholomew, City Manager
From: Dorothy Wisniewski, Assistant City Manager/Director of Finance
Subject: Resolution R-17-22, January 18, 2022 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 January 18, 2022 Warrant Register Resolution R-17-22.

Warrant Register.....\$4,029,945.29

Estimated General Fund Balance

Balance as of 10/31/2021: \$32,993,109

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-17-22

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.

January 18, 2022

City of Des Plaines

Warrant Register 01/18/2022

Line #	Account		Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund						
Department: 00 - Non Departmental						
1	4631	Nonresident Ambulance Fees	8548 Heard, Patricia	DPIL-210013386:1	Medical Reimbursement DOS 04/10/2021	1,405.35
2	4632	GEMT Reimbursements	8287 Medicaid Illinois	DPIL-200008636:1	Medical Reimbursement DOS 03/06/2021	1,914.11
3	4632	GEMT Reimbursements	8287 Medicaid Illinois	DPIL-210002111:1	Medical Reimbursement DOS 01/17/2021	2,415.64
4	4632	GEMT Reimbursements	8287 Medicaid Illinois	DPIL-210016748:1	Medical Reimbursement DOS 05/04/2021	2,414.21
5	4632	GEMT Reimbursements	8287 Medicaid Illinois	DPIL-210018329:1	Medical Reimbursement DOS 05/16/2021	1,915.32
6	4632	GEMT Reimbursements	8287 Medicaid Illinois	DPIL-210020921:1	Medical Reimbursement DOS 06/02/2021	2,413.89
7	4632	GEMT Reimbursements	8287 Medicaid Illinois	DPIL-2124211:1	Medical Reimbursement DOS 06/23/2021	2,415.75
8	4632	GEMT Reimbursements	8287 Medicaid Illinois	DPIL-2125685:1	Medical Reimbursement DOS 07/02/2021	1,912.88
9	4632	GEMT Reimbursements	8287 Medicaid Illinois	DPIL-2126926:1	Medical Reimbursement DOS 07/10/2021	1,912.46
10	4632	GEMT Reimbursements	8287 Medicaid Illinois	DPIL-2127154:1	Medical Reimbursement DOS 07/12/2021	2,414.53
11	4632	GEMT Reimbursements	8287 Medicaid Illinois	DPIL-2127752:1	Medical Reimbursement DOS 07/16/2021	1,912.46
12	4632	GEMT Reimbursements	8287 Medicaid Illinois	DPIL-2127763:1	Medical Reimbursement DOS 07/16/2021	1,914.22
13	4632	GEMT Reimbursements	8287 Medicaid Illinois	DPIL-2128105:1	Medical Reimbursement DOS 07/19/2021	2,413.89
14	4632	GEMT Reimbursements	8287 Medicaid Illinois	DPIL-2128233:1	Medical Reimbursement DOS 07/20/2021	2,413.89
15	4632	GEMT Reimbursements	8287 Medicaid Illinois	DPIL-2128893:1	Medical Reimbursement DOS 07/24/2021	2,413.89
16	4632	GEMT Reimbursements	8287 Medicaid Illinois	DPIL-2129061:1	Medical Reimbursement DOS 07/25/2021	1,912.46
17	4632	GEMT Reimbursements	8287 Medicaid Illinois	DPIL-2129179:1	Medical Reimbursement DOS 07/26/2021	2,413.89
18	4632	GEMT Reimbursements	8287 Medicaid Illinois	DPIL-2129741:1	Medical Reimbursement DOS 07/29/2021	2,416.36
19	4632	GEMT Reimbursements	8287 Medicaid Illinois	DPIL-2129763:1	Medical Reimbursement DOS 07/29/2021	1,912.46
20	4632	GEMT Reimbursements	8287 Medicaid Illinois	DPIL-2130108:1	Medical Reimbursement DOS 07/31/2021	1,912.46
21	4632	GEMT Reimbursements	8287 Medicaid Illinois	DPIL-2130689:1	Medical Reimbursement DOS 08/04/2021	2,413.89
22	4632	GEMT Reimbursements	8287 Medicaid Illinois	DPIL-2131269:1	Medical Reimbursement DOS 08/08/2021	1,914.93
23	4632	GEMT Reimbursements	8287 Medicaid Illinois	DPIL-2131494:1	Medical Reimbursement DOS 08/09/2021	1,912.46
24	4632	GEMT Reimbursements	8287 Medicaid Illinois	DPIL-2131549:1	Medical Reimbursement DOS 08/09/2021	1,912.46
25	4632	GEMT Reimbursements	8287 Medicaid Illinois	DPIL-2131587:1	Medical Reimbursement DOS 08/10/2021	1,914.93
26	4632	GEMT Reimbursements	8287 Medicaid Illinois	DPIL-2132264:1	Medical Reimbursement DOS 08/12/2021	1,912.46
27	4632	GEMT Reimbursements	8287 Medicaid Illinois	DPIL-2132762:1	Medical Reimbursement DOS 08/15/2021	1,914.82

City of Des Plaines

Warrant Register 01/18/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
28	4632	GEMT Reimbursements	8287 Medicaid Illinois	DPIL-2132869:1	Medical Reimbursement DOS 08/16/2021	2,416.04
29	4632	GEMT Reimbursements	8287 Medicaid Illinois	DPIL-2133008:1	Medical Reimbursement DOS 08/17/2021	2,413.89
30	4632	GEMT Reimbursements	8287 Medicaid Illinois	DPIL-2134152:1	Medical Reimbursement DOS 08/24/2021	2,074.86
31	4632	GEMT Reimbursements	8287 Medicaid Illinois	DPIL-2134501:1	Medical Reimbursement DOS 08/26/2021	2,416.36
32	4632	GEMT Reimbursements	8287 Medicaid Illinois	DPIL-2134614:1	Medical Reimbursement DOS 08/26/2021	2,414.82
Total 00 - Non Departmental						68,402.04

Elected Office						
Division: 110 - Legislative						
33	6000	Professional Services	8453 Raucci & Sullivan Strategies LLC	3515	Lobbyist Services - December 2021 - R-131-21	5,000.00
34	6015	Communication Services	1552 Verizon Wireless	9895015922	Communication Services 11/14-12/13/2021	433.60
Total 110 - Legislative						5,433.60

Division: 120 - City Clerk						
35	6015	Communication Services	1552 Verizon Wireless	9895015922	Communication Services 11/14-12/13/2021	42.36
36	6100	Publication of Notices	1050 Journal & Topics Newspapers	187019	Legal Notice - Hydrant Purchase 12/15/2021	86.55
37	6100	Publication of Notices	1050 Journal & Topics Newspapers	187020	Legal Notice - Streetlight Maintenance 12/15/2021	86.55
38	6100	Publication of Notices	1050 Journal & Topics Newspapers	187021	Legal Notice - Water System Separation 12/15/2021	103.86
Total 120 - City Clerk						319.32

Total 10 - Elected Office						5,752.92
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City Administration						
Division: 210 - City Manager						
39	6015	Communication Services	1552 Verizon Wireless	9895015922	Communication Services 11/14-12/13/2021	42.36
40	7000	Office Supplies	1644 Warehouse Direct Inc	5132314-0	2 Boxes of Copy Paper	97.94
Total 210 - City Manager						140.30

Division: 220 - Legal						
41	6009	Legal Fees - Admin Hearings/Prosecutions	1073 Bartel, Raymond	21-24	Administrative Hearings and Traffic Court December 2021	2,130.00
Total 220 - Legal						2,130.00

Division: 230 - Information Technology						
42	6015	Communication Services	1552 Verizon Wireless	9895015922	Communication Services 11/14-12/13/2021	297.47
43	6300	R&M Software	1035 Dell Marketing LP	10539843369	Dell MS Enterprise Agreement Year 1-11/01/2021-10/31/2022, R-167-21	94,801.04
44	6300	R&M Software	1035 Dell Marketing LP	10539843369	Dell MS Enterprise Agreement Year 1-11/01/2021-10/31/2022, R-167-21	3,961.00
45	6300	R&M Software	1035 Dell Marketing LP	60130112512	Credit-Dell MS Enterprise Agreement Year 1-11/01/21-10/31/22, R-167-21	(3,961.00)

City of Des Plaines

Warrant Register 01/18/2022

Line #	Account		Vendor	Invoice	Invoice Description	Amount
46	6305	R&M Equipment	2664 Speedlink Solutions Inc	709503	Barracuda Spam Filter Maintenance 01/02/2022-01/01/2023	2,112.00
47	6305	R&M Equipment	8399 Park Place Technologies LLC	PUSA1009004146 2	Server Maintenance Contract 01/01- 01/31/2022	117.00
48	7005	Printer Supplies	1820 Datasource Ink	22021	4 Toner Cartridges for Various City Printers	738.00
49	7320	Equipment < \$5,000	1026 CDW LLC	P090211	Ubiquiti UNIFI	2,367.84
Total 230 - Information Technology						100,433.35

Division: 240 - Media Services						
50	6015	Communication Services	1552 Verizon Wireless	9895015922	Communication Services 11/14-12/13/2021	163.09
51	6108	Public Relations & Communications	1236 Proforma Creative Impressions Inc	1142492	Ribbon for Ribbon Cutting Events	448.13
52	6110	Printing Services	8421 Allegra Marketing Print & Mail	192890	Qty 250 of \$250 Fine Reflective Stickers 12/27/2021	645.00
53	6110	Printing Services	1106 Chromatech Printing Inc	9068/26118	200 CED Roofing Repairs and Permits Guide 09/29/2021	361.00
54	6195	Miscellaneous Contractual Services	5826 Granicus Inc	147054	Website Redesign & Implementation Milestone 4 of 4	7,720.00
Total 240 - Media Services						9,337.22

Division: 250 - Human Resources						
55	5340	Pre-Employment Testing	1267 Northwest Community Hospital	25755	Occupational Health Services 10/04-11/15/2021	347.00
56	5560	Unemployment Claims	2243 Sedgwick CMS	440003241241	01/19/2022 - 04/18/2022 Unemployment Insurance	550.00
57	6000	Professional Services	5812 GovHR USA LLC	3-09-21-456	3rd Pymt of 3 for Recruitment of CED Director - Dec 2021	5,931.64
58	6015	Communication Services	1552 Verizon Wireless	9895015922	Communication Services 11/14-12/13/2021	42.36
59	6100	Publication of Notices	1485 ILCMA - IL City/County Management Assoc	3249	Job Posting - Management Analyst (CED) 12/17/2021-1/5/2022	50.00
Total 250 - Human Resources						6,921.00

Total 20 - City Administration					118,961.87
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Department: 30 - Finance						
60	6000	Professional Services	2943 Crowe LLP	707-2486735	Auditing Services for Tax Year 2021 (3rd of 3 years) 12/23/2021	4,000.00
61	6000	Professional Services	1200 Speer Financial Inc	d4/21-7	2021 Continuing Disclosure for General Obligation Bonds	1,045.00
62	6015	Communication Services	1552 Verizon Wireless	9895015922	Communication Services 11/14-12/13/2021	99.55
63	7000	Office Supplies	1066 Office Depot	215295898001	Return 1 Dozen Legal Sized Writing Pads	(35.29)
64	7000	Office Supplies	1066 Office Depot	215484762001	1 Carton of K-Cup Coffee & 1 Dozen Legal Writing Pads	35.29
65	7000	Office Supplies	1644 Warehouse Direct Inc	5127205-0	2 Sets of Pens, 2 Calendars & 3 Cartons of Copy Paper	168.42
66	7000	Office Supplies	1644 Warehouse Direct Inc	5129208-0	2 Calendars, 1 Ruler, 8 Pks of Page Flags & 1 Dz Pens	48.44
67	7000	Office Supplies	1644 Warehouse Direct Inc	5129208-1	1 Portable Calculator	11.69

City of Des Plaines

Warrant Register 01/18/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount
68	7200	Other Supplies	1066 Office Depot	215484762001 1 Carton of K-Cup Coffee & 1 Dozen Legal Writing Pads	20.99
Total 30 - Finance					5,394.09

Community Development						
Division: 410 - Building & Code Enforcement						
69	6000	Professional Services	3337 HR Green Inc	148115	Task Order #1: Building Inspections & Plan Review Serv Oct 2021	2,711.75
70	6000	Professional Services	3337 HR Green Inc	148845	Task Order #1: Building Inspections & Plan Review Serv Nov 2021	3,663.25
71	6000	Professional Services	6315 B&F Construction Code Services Inc	57950	Plan Review 12/07/2021 Project 1124632	2,579.24
72	6000	Professional Services	6315 B&F Construction Code Services Inc	57969	Plan Review 12/10/2021 Project 1124717	895.50
73	6015	Communication Services	1552 Verizon Wireless	9895015922	Communication Services 11/14-12/13/2021	410.90
Total 410 - Building & Code Enforcement						10,260.64

Division: 420 - Planning & Zoning						
74	6015	Communication Services	1552 Verizon Wireless	9895015922	Communication Services 11/14-12/13/2021	26.94
75	6100	Publication of Notices	1050 Journal & Topics Newspapers	187098	Public Hearing Legal Notice 12/22/21	129.83
Total 420 - Planning & Zoning						156.77

Division: 430 - Economic Development						
76	6000	Professional Services	5215 CoStar Realty Information Inc	114388498-1	2021 Available Properties Database 08/01/21-08/31/21	398.79
77	6000	Professional Services	1332 Kane McKenna & Associates	18295	TIF Consulting Services - Nov 2021	987.50
78	7000	Office Supplies	1644 Warehouse Direct Inc	5123900-0	2 Cases of Copy Paper	105.20
Total 430 - Economic Development						1,491.49

Total 40 - Community Development					11,908.90
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Public Works & Engineering						
Division: 100 - Administration						
79	5310	Membership Dues	1497 IPWMAN - IL Public Works Mutual Aid Network	1330	Annual Membership 01/01-12/31/2022 - Dir of PW/ENG	250.00
80	6015	Communication Services	1552 Verizon Wireless	9895015922	Communication Services 11/14-12/13/2021	99.69
81	6300	R&M Software	6055 Axiom Human Resource Solutions Inc	0000041906	Kronos User Fees - November 2021	181.50
Total 100 - Administration						531.19

Division: 510 - Engineering						
82	6015	Communication Services	1552 Verizon Wireless	9895015922	Communication Services 11/14-12/13/2021	246.46
Total 510 - Engineering						246.46

Division: 530 - Street Maintenance						
83	6015	Communication Services	1552 Verizon Wireless	9895015922	Communication Services 11/14-12/13/2021	420.50
84	6115	Licensing/Titles	4230 Bradley, James	Reimb 12/07/2021	CDL License - Street Operator - 12/07/2021 - Exp 12/06/2025	30.00

City of Des Plaines

Warrant Register 01/18/2022

Line #	Account		Vendor	Invoice	Invoice Description	Amount
85	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	13679-2	14 Tree Removals - 11/30/2021	8,218.75
86	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	11-0983	Pest Control - 1856 Illinois St - 11/01/2021	65.00
87	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	210554	Greenspace Maintenance - 12/03/2021, R-27-21	3,970.00
88	6195	Miscellaneous Contractual Services	7706 Lakeshore Recycling Systems LLC	PS421259	Street Sweeping - Final Leaf Pick Up - 12/06/12/15/2021, R-5-21	10,165.00
89	7000	Office Supplies	1644 Warehouse Direct Inc	5134587-0	2 Cartons Copy Paper - PW	100.20
90	7020	Supplies - Safety	4093 White Cap LP	50017611355	4 Hard Hat Liners	33.16
91	7050	Supplies - Streetscape	1644 Warehouse Direct Inc	5129324-0	Trash Can Liners	227.64
92	7055	Supplies - Street R&M	1057 Menard Incorporated	91040	Yellow Striping Paint, ZEP, Brush, Steel Handle - PW	149.11
93	7055	Supplies - Street R&M	1043 WW Grainger Inc	9123560790	19 Street Lights	348.81
94	7055	Supplies - Street R&M	1043 WW Grainger Inc	9139068408	6 Street Light Bulbs	61.44
95	7055	Supplies - Street R&M	1043 WW Grainger Inc	9146947495	18 Street Light Bulbs	178.38
96	7055	Supplies - Street R&M	1043 WW Grainger Inc	9155737639	5 Street Light Bulbs	104.80
97	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	92218	2.76 Tons Asphalt - Potholes - 12/10/2021	115.92
98	7200	Other Supplies	1047 Home Depot Credit Svcs	4902085	North Pole Mailbox Refund - Tree Lighting	(255.90)
99	7200	Other Supplies	1047 Home Depot Credit Svcs	5518267	North Pole Mail Box - Tree Lighting	255.90
100	7200	Other Supplies	1057 Menard Incorporated	91382	Nozzle, Scraper, Utility Knife, Pail, Etc.	41.22
101	7320	Equipment < \$5,000	1552 Verizon Wireless	9895015922	Communication Services 11/14-12/13/2021	414.95
Total 530 - Street Maintenance						24,644.88

Division: 535 - Facilities & Grounds Maintenance						
102	6015	Communication Services	1552 Verizon Wireless	9895015922	Communication Services 11/14-12/13/2021	160.79
103	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	10-85	Pest Control - 1856 Illinois St - 10/01/2021	65.00
104	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	12-1957	Exterior Pest Control - City Hall & Police Station - 12/01/2021	80.00
105	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	12-1958	Interior Pest Control - City Hall & Police Station - 12/01/2021	193.00
106	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	12-1959	Quarterly Interior Pest Control - 7 Buildings - 12/01/2021	605.00
107	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	12-1960	Pest Control - 1856 Illinois - 12/01/2021	65.00
108	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4104794378	Mat Service - Police Station - 12/15/2021	122.24

City of Des Plaines

Warrant Register 01/18/2022

Line #	Account		Vendor	Invoice	Invoice Description	Amount
109	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4104794413	Mat Service - Metra Train Station - 12/15/2021	35.00
110	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4105328184	Mat Service - Metra Train Station - 12/21/2021	35.00
111	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4106020583	Mat Service - Police Station - 12/28/2021	122.24
112	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4106020602	Mat Service - Metra Train Station - 12/28/2021	35.00
113	6195	Miscellaneous Contractual Services	5214 State Industrial Products	902251689	Drain Maintenance Program 12/08/2021 - City Hall	109.27
114	6315	R&M Buildings & Structures	1025 Bedco Inc	097271	Service Contract - August 2021, R-167-19	627.50
115	6315	R&M Buildings & Structures	1025 Bedco Inc	097271	Service Contract - August 2021, R-167-19	627.50
116	6315	R&M Buildings & Structures	1025 Bedco Inc	097485	Service Contract - November 2021, R-167-19	627.50
117	6315	R&M Buildings & Structures	1025 Bedco Inc	097485	Service Contract - November 2021, R-167-19	627.50
118	6315	R&M Buildings & Structures	1025 Bedco Inc	097490	Control Board - Fire Station - 11/01/2021, R-167-19	558.15
119	6315	R&M Buildings & Structures	1025 Bedco Inc	097550	Service Contract - December 2021, R-167-19	627.50
120	6315	R&M Buildings & Structures	1025 Bedco Inc	097550	Service Contract - December 2021, R-167-19	627.50
121	6315	R&M Buildings & Structures	1025 Bedco Inc	097552	No Heat Service Call - PW - 12/07/2021, R-167-19	230.00
122	6315	R&M Buildings & Structures	1025 Bedco Inc	097562	Replace Humidifier Cylinder-Fire Sta #63 - 12/09/2021, R-167-19	831.70
123	6315	R&M Buildings & Structures	1025 Bedco Inc	097563	Motor Replacement - Fire Station #62 - 12/10/2021, R-167-19	1,155.60
124	6315	R&M Buildings & Structures	1025 Bedco Inc	097573	Blower Wheel Replace - Fire Station #63 - 11/30/2021, R-167-19	140.90
125	6315	R&M Buildings & Structures	1025 Bedco Inc	097574	New Inducer Motor - Fire Station #62 - 11/29/2021, R-167-19	514.05
126	6315	R&M Buildings & Structures	1025 Bedco Inc	097578	Condenser Removal - Main Break - 12/20/2021, R-167-19	172.50
127	6315	R&M Buildings & Structures	1025 Bedco Inc	097588	Maintenance - Gun Range - 12/29/2021, R-167-19	467.90
128	6315	R&M Buildings & Structures	5698 Doors Done Right Inc	11970	Glass Entry Door - City Hall 5th Floor	4,730.00
129	6315	R&M Buildings & Structures	1742 Fredriksen Fire Equipment Co	211994	Fire Extinguisher - History Center - 10/28/2021	131.70
130	6315	R&M Buildings & Structures	5972 Cobra Concrete Cutting Services Co	25924	Core Hole Drilled - City Hall 2nd Floor - 12/01/2021	508.00
131	6315	R&M Buildings & Structures	1237 Pro-Line Door Systems Inc	91732	Garage Door Repair - PW - 11/29/2021	370.00
132	7025	Supplies - Custodial	1029 Cintas Corporation	4104794425	Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	183.40
133	7025	Supplies - Custodial	1029 Cintas Corporation	4105328227	Cleaners, Paper Towels, Air Freshener, Soap, Mat, Etc. - PW	143.87
134	7025	Supplies - Custodial	1029 Cintas Corporation	4106020519	Scraper, Cleaners, Paper Towels, Air Freshener, Soap, Etc. - PW	148.65
135	7025	Supplies - Custodial	1644 Warehouse Direct Inc	5133499-0	Hand Sanitizer & Lysol	911.01
136	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	1474	Utility Scraper	4.49

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
137	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	1500 AA Batteries	13.49
138	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	90440 Electric Screwdriver	14.98
139	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	90445 Saw Blades	19.98
140	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	9451999 Crescent Wrenches	49.45
141	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	1023959 Drywall & Tapcons - City Hall 2nd Floor	118.87
142	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1080076 Security Key Cut - City Hall	19.00
143	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1080231 Key Cut - City Hall Cleaning Supply Room	6.45
144	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1081572 Occupancy Indicator - City Hall 5th Floor	34.10
145	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1081593 6 Keys Cut - City Hall 5th Floor	26.46
146	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1081708 Aluminum Door Closer - PW	342.00
147	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	1429 Mounting Tape - City Hall	8.09
148	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	1485 Garage Door Hinge & Roller - PW	17.62
149	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	1535 Bubble Wrap for Media Signs	26.99
150	7045	Supplies - Building R&M	1187 Scharm Floor Covering	15612 7 Cartons Carpet Tile & Adhesive - City Hall	1,669.46
151	7045	Supplies - Building R&M	1187 Scharm Floor Covering	15620 7 Cartons Carpet Tile & Adhesive - City Hall	1,669.46
152	7045	Supplies - Building R&M	1187 Scharm Floor Covering	15631 7 Cartons Carpet Tile & Adhesive - City Hall	1,729.98
153	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	1569 Screws - City Hall 2nd Floor	29.69
154	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	3022649 Lock Set & Hinges - City Hall 5th Floor	50.00
155	7045	Supplies - Building R&M	1527 Sherwin-Williams Company, The	3901-6 25 Gals Paint - City Hall	193.86
156	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4971616 White Caulk - City Hall 5th Floor	2.82
157	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	5023693 Drill Bits, Tap Bits - IT Server Room	44.99
158	7045	Supplies - Building R&M	1540 Reinke Interior Supply Company Inc	60047414 Ceiling Grid - City Hall 2nd Floor	325.92
159	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	6393086 Drywall, Studs, Electric Boxes, Markers, Etc. - City Hall 2nd Fl	522.98
160	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	6970307 Windows - PW Crew Leader Room	1,112.70
161	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8452389 Door Frame & Drywall - City Hall 5th Floor	168.16
162	7045	Supplies - Building R&M	1057 Menard Incorporated	86681 3 Outlet Plates - Food Pantry	5.85
163	7045	Supplies - Building R&M	1057 Menard Incorporated	88899 2 LED Bulbs - Fire Station #62	9.98
164	7045	Supplies - Building R&M	1057 Menard Incorporated	88902 Air Freshener - PW	21.99

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
165	7045	Supplies - Building R&M	1057 Menard Incorporated	89460	EMT Pull Elbow & Offset Connector - PW	10.92
166	7045	Supplies - Building R&M	1057 Menard Incorporated	89625	Caulk, Sponge, Blades - City Hall	56.78
167	7045	Supplies - Building R&M	1057 Menard Incorporated	89631	Return LED Light Bulbs - Fire Station #61	(51.96)
168	7045	Supplies - Building R&M	1057 Menard Incorporated	89632	Ball Valve - PW	29.99
169	7045	Supplies - Building R&M	1057 Menard Incorporated	89640	Compression Sleeve, Adapter, Flare, Compression Nut - Police	20.43
170	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8970186	Studs, Track, Plates, Masking Tape - City Hall Fifth Floor	132.30
171	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8974727	Studs & Plates - City Hall 5th Floor	317.09
172	7045	Supplies - Building R&M	1057 Menard Incorporated	89778	Elbow, Adapter, & Comp Elbow - Police	11.28
173	7045	Supplies - Building R&M	1057 Menard Incorporated	89787	Brass P-Trap - Police	17.99
174	7045	Supplies - Building R&M	1057 Menard Incorporated	89926	Brush, Screws, Paint, Red Bits - PW	29.01
175	7045	Supplies - Building R&M	5214 State Industrial Products	902229540	Primezyme - City Hall	269.85
176	7045	Supplies - Building R&M	1057 Menard Incorporated	90265	Water Stop, Concrete, PVC Cement, Drain - PW	100.73
177	7045	Supplies - Building R&M	1057 Menard Incorporated	90282	Wire Hook - City Hall	15.76
178	7045	Supplies - Building R&M	1057 Menard Incorporated	90290	Crack Sealer & Backer Rod - PW	133.79
179	7045	Supplies - Building R&M	1057 Menard Incorporated	90457	2 Plumbing Brushes - PW	8.64
180	7045	Supplies - Building R&M	1057 Menard Incorporated	90593	Wire Hooks & Wire - City Hall Council Chambers	31.52
181	7045	Supplies - Building R&M	1057 Menard Incorporated	90705	Toilet Lever & Silicone	20.74
182	7045	Supplies - Building R&M	1057 Menard Incorporated	90945	Low Volt Cable & D Line	38.98
183	7045	Supplies - Building R&M	1057 Menard Incorporated	91135	Sand Paper, Primer, Outlets, Switch Plate, Etc. - City Hall	184.98
184	7045	Supplies - Building R&M	1057 Menard Incorporated	91270	Shims & Drywall - City Hall 5th Floor	23.30
185	7045	Supplies - Building R&M	1057 Menard Incorporated	91377	Bolt, Studs, Drill Bits, Etc. - IT Server Room	19.91
186	7045	Supplies - Building R&M	1057 Menard Incorporated	91502	Treated Lumber - City Hall 2nd Floor	271.96
187	7045	Supplies - Building R&M	1057 Menard Incorporated	91504	Great Stuff Product - City Hall 2nd Floor	7.97
188	7045	Supplies - Building R&M	1550 Addison Building Material Co	962740	Metal Track - City Hall 5th Floor	125.70
189	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/001720	4 Batteries - PW Fire Panel	62.12
190	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/053830	LED Lights - City Hall	131.88
191	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/053865	Rack Ground Bar - City Hall IT Room	261.42
192	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/054003	Backlit Panel - Fire Station #61	64.99

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
193	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/054090	2 Baseboard Heat Fuses - City Hall	300.18
194	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/054258	Electrical Supplies - PW Crew Leader Room	386.14
195	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/054277	Screws, Tape, Bushings, Connectors - PW	180.13
196	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/054300	Electrical Supplies - PW Crew Leader Room	92.43
197	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/054313	Electrical Supplies - PW Crew Leader Room	383.91
198	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/054389	Rack Ground Bar - IT	264.91
199	7140	Electricity	1033 ComEd	0459113083-12/21	Electricity Service 11/10-12/13/2021	16,285.96
200	7140	Electricity	1033 ComEd	2685017085-12/21	Electricity Service 11/02-12/03/2021	232.53
201	7140	Electricity	1033 ComEd	4974385007-12/21	Electricity Service 11/05-12/08/2021	24.36
202	7140	Electricity	1033 ComEd	4974507003-12/21	Electricity Service 11/02-12/03/2021	356.82
203	7140	Electricity	1033 ComEd	5058680019-12/21	Electricity Service 11/02-12/03/2021	54.08
204	7140	Electricity	1033 ComEd	5058681016-12/21	Electricity Service 11/02-12/03/2021	32.96
205	7140	Electricity	1033 ComEd	5310666002-12/21	Electricity Service 11/02-12/03/2021	1,103.84
Total 535 - Facilities & Grounds Maintenance						46,896.10

Division: 540 - Vehicle Maintenance						
206	6015	Communication Services	1552 Verizon Wireless	9895015922	Communication Services 11/14-12/13/2021	107.22
207	6040	Waste Hauling & Debris Removal	2214 Liberty Tire Recycling	2182876	88 Tires Recycled - 12/11/2021	335.68
208	6040	Waste Hauling & Debris Removal	8076 Excel Oil Service	E0013077	200 Gals Oil Recycled - 12/08/2021	75.00
209	6135	Rentals	1029 Cintas Corporation	4104767804	Mechanic's Uniform Rental - 12/15/2021	158.65
210	6135	Rentals	1029 Cintas Corporation	4105315672	Mechanic's Uniform Rental - 12/21/2021	158.65
211	6190	Tow/Storage/Abandoned Fees	1819 Tri R Service Inc	4238	Towing Service to Dealer 08/18/2021 - Police 6107	137.00
212	6310	R&M Vehicles	2626 Alpha Prime Communications	118012	2-Way Radio Repair-PW 5083, 5085, 5090, 5091, 5112 - 12/10/2021	446.00
213	6310	R&M Vehicles	2016 Signarama	42571	Decals & Installation 11/18/2021 - PW 5130, PW 5131, PW 8043	249.00
214	7030	Supplies - Tools & Hardware	2288 Wilson, Lester	Reimb 12/21/2021	Tool Reimbursement - Vehicle Maintenance Operator - 12/21/2021	500.00
215	7035	Supplies - Equipment R&M	2168 Petroleum Technologies Equipment, Inc	30167	Fuel System Inspection - PW5PW3 - 12/17/2021	561.75
216	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_228576	4 Brake Shoes & Core - Fire 7801	786.44
217	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_228600	4 Brake Drums - Fire 7801 - 12/15/2021	4,240.64
218	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0246882	Brake Pads & Rotors - Police Stock	646.78

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
219	7040	Supplies - Vehicle R&M	2164 JB Metal Works Inc	19773	Aluminum Channel & 3 Tubes - Fire 7522	1,299.00
220	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1CR0041912	Battery Core Returned	(44.00)
221	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-101436	Exhaust Pipe & Putty - Police 6034	26.64
222	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-101529	Returned Exhaust Pipe - Police 6034	(11.45)
223	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	410916886	4 Tires - Fire 7405	424.96
224	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	815138	Diesel Exhaust Fuel - PW Stock	399.60
225	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	815272	Hose End Fittings, Filters, & Jacks	316.97
226	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	815283	Returned Diesel Exhaust Fluid - Fire Stock	(399.60)
227	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	815425	Diesel Exhaust Fluid - Fire Stock	399.60
228	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	815426	Diesel Exhaust Fluid - PW Stock	130.20
229	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	815713	Oil Seals - Fire 7801	361.68
230	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	815823	2 Radiator Caps - Fire 7607	10.18
231	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	815833	Air Filter - Fire 7801	91.83
232	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	815837	3 Belts - Fire 7801	167.95
233	7040	Supplies - Vehicle R&M	1043 WW Grainger Inc	9155737647	Tool Box - PW 5131	787.36
234	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	9473301	Brass Fittings, Electrical Connectors, Grease, Etc. - PW Stock	329.14
235	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P13402	Rocker Switches - Fire 7608	33.30
236	7120	Gasoline	8331 Avalon Petroleum Company Inc	029411	2,407 Gals Bio Diesel Fuel - 12/16/2021, R-163-20	3,366.79
237	7120	Gasoline	8331 Avalon Petroleum Company Inc	573852	4,796 Gals Unleaded Gasoline - 12/16/2021, R-163-20	12,450.42
238	7320	Equipment < \$5,000	8454 NAPA Auto Parts	815272	Hose End Fittings, Filters, & Jacks	358.00
Total 540 - Vehicle Maintenance						28,901.38

Total 50 - Public Works & Engineering	101,220.01
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Police Department						
Division: 100 - Administration						
239	6015	Communication Services	1552 Verizon Wireless	9895015922	Communication Services 11/14-12/13/2021	137.08
Total 100 - Administration						137.08

Division: 610 - Uniformed Patrol						
240	5325	Training	1261 Northeast Multiregional Training	295917	Ground Fighting Instr. 12/6-12/9/2021 (1 Ofc)	200.00
241	6015	Communication Services	1552 Verizon Wireless	9895015922	Communication Services 11/14-12/13/2021	1,835.23

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
242	7320	Equipment < \$5,000	1552 Verizon Wireless	9895015922	Communication Services 11/14-12/13/2021	447.31
Total 610 - Uniformed Patrol						2,482.54

Division: 620 - Criminal Investigation						
243	6015	Communication Services	1552 Verizon Wireless	9895015922	Communication Services 11/14-12/13/2021	879.89
244	6195	Miscellaneous Contractual Services	1553 Critical Reach	1864	2022 Investigation Crime Bulletin Access 1/1/-12/31/2022	1,200.00
Total 620 - Criminal Investigation						2,079.89

Division: 630 - Support Services						
245	6015	Communication Services	1552 Verizon Wireless	9895015922	Communication Services 11/14-12/13/2021	391.24
246	7010	Supplies - Community Relations	7054 Foremost Promotions	542923	Tattoos, Bracelets	2,150.00
247	7015	Supplies - Police Range	1288 Eagle Point Gun/TJ Morris & Son	155615	6 Cases Frangible 9mm Ammunition	2,460.00
Total 630 - Support Services						5,001.24

Total 60 - Police Department						9,700.75
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Fire Department						
Division: 100 - Administration						
248	6015	Communication Services	1552 Verizon Wireless	9895015922	Communication Services 11/14-12/13/2021	296.52
Total 100 - Administration						296.52

Division: 710 - Emergency Services						
249	5345	Post-Employment Testing	1267 Northwest Community Hospital	25799	Occupational Health Services 11/10-11/29/2021	2,080.00
250	6015	Communication Services	1552 Verizon Wireless	9895015922	Communication Services 11/14-12/13/2021	731.02
251	6015	Communication Services	1552 Verizon Wireless	9895015922	Communication Services 11/14-12/13/2021	756.25
252	6305	R&M Equipment	1745 Suburban Accents Inc	31573	Removal/Replacement Graphics/Lettering-Various Vehicles-12/22/21	200.00
253	6305	R&M Equipment	2266 Underwriters Laboratories LLC	72020447426	Ladder Testing, Heat Sensor Labels - 11/29/21 & 11/30/21	1,970.40
254	6305	R&M Equipment	1525 Hastings Air-Energy Control Inc	I92079	2 Batteries, 2 Sensors, Engine & Ambulance Service Call 12/10/21	295.83
255	7025	Supplies - Custodial	8019 Ferguson Facilities	0391345-1	Xtreme Custom Car Wash - 5 Gallons	75.13
256	7025	Supplies - Custodial	8019 Ferguson Facilities	0396901	Oven Cleaner, Scott Towels, Can Liners, etc. -Sta. Wide	1,889.57
257	7300	Uniforms	3212 On Time Embroidery Inc	92025	Twill Cap - Paramedic	19.00
258	7300	Uniforms	3212 On Time Embroidery Inc	92027	Twill Cap - Paramedic	19.00
259	7300	Uniforms	3212 On Time Embroidery Inc	92259	2 LT. Collar Brass - Lieutenant	26.00
260	7300	Uniforms	3212 On Time Embroidery Inc	92832	2 Stryke Trousers - Paramedic	144.00
261	7300	Uniforms	3212 On Time Embroidery Inc	94584	2 Nameplates - Lieutenant	23.00

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
262	7300	Uniforms	3212 On Time Embroidery Inc	94585	Leather Belt, Alterations - Lieutenant	44.00
263	7300	Uniforms	3212 On Time Embroidery Inc	94586	2 Stryke Trousers - Paramedic	144.00
264	7300	Uniforms	3212 On Time Embroidery Inc	94587	Twill Cap - Battalion Chief	19.00
265	7320	Equipment < \$5,000	1148 WS Darley & Co	17452654	Case of Wipes, 8 Flashlights, 15 Pairs of Gloves	1,776.74
266	7320	Equipment < \$5,000	1148 WS Darley & Co	17452880	23 Each of 3X50 Hose, 5 Each of 5X100 Hose	8,375.00
267	7320	Equipment < \$5,000	6452 Rock River Sports LLC	621	Replacement Rapid Deployment Craft, Air Fill Adapter	2,898.26
268	7320	Equipment < \$5,000	2440 DJS Scuba Locker Inc	9799	Buddyline Intercom, Communication Rope	2,200.00
269	7320	Equipment < \$5,000	5036 Rescue Direct Inc	INV-697939	2 Spacecraft Tech Bags	359.98
270	7320	Equipment < \$5,000	3617 Knox Company	INV-KA-45572	4 KeySecure Units, 4 Mounting Brackets	3,629.00
Total 710 - Emergency Services						27,675.18

Division: 720 - Fire Prevention						
271	6015	Communication Services	1552 Verizon Wireless	9895015922	Communication Services 11/14-12/13/2021	141.08
Total 720 - Fire Prevention						141.08

Division: 730 - Emergency Management Agency						
272	6015	Communication Services	1552 Verizon Wireless	9895015922	Communication Services 11/14-12/13/2021	42.36
Total 730 - Emergency Management Agency						42.36

Total 70 - Fire Department						28,155.14
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Department: 75 - Fire & Police Commission						
273	5340	Pre-Employment Testing	5372 COPS & FIRE Personnel Testing Service	106914	3 Law Enforcement Pre-Employment Psychologicals 11/24/2021	1,350.00
274	5340	Pre-Employment Testing	1267 Northwest Community Hospital	25801	Occupational Health Services 11/19-11/22/2021	1,833.00
Total 75 - Fire & Police Commission						3,183.00

Total 100 - General Fund						352,678.72
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Fund: 230 - Motor Fuel Tax Fund						
275	6000	Professional Services	7355 Soil & Material Consultants Inc	47126	2021 CIP Contract A-Field Tests & Cylinder Pick-Up 11/4-11/23/21	1,034.00
276	7140	Electricity	1033 ComEd	0193753007-12/21	Electricity Service 11/05-12/08/2021	80.30
277	7140	Electricity	1033 ComEd	0237106099-12/21	Electricity Service 11/02-12/03/2021	459.84
278	7140	Electricity	1033 ComEd	0392121005-12/21	Electricity Service 11/02-12/03/2021	278.97
279	7140	Electricity	1033 ComEd	0445091056-12/21	Electricity Service 11/02-12/03/2021	516.55
280	7140	Electricity	1033 ComEd	0725000037-12/21	Electricity Service 11/03-12/06/2021	53.91
281	7140	Electricity	1033 ComEd	1273119011-12/21	Electricity Service 11/03-12/06/2021	4,342.90

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
282	7140	Electricity	1033 ComEd	1521117181-12/21	Electricity Service 11/02-12/03/2021	442.82
283	7140	Electricity	1033 ComEd	2493112068-12/21	Electricity Service 11/02-12/03/2021	46.68
284	7140	Electricity	1033 ComEd	2607132134-12/21	Electricity Service 11/02-12/03/2021	449.75
285	7140	Electricity	1033 ComEd	2644104014-12/21	Electricity Service 11/01-12/02/2021	411.54
286	7140	Electricity	1033 ComEd	2901166089-12/21	Electricity Service 11/02-12/03/2021	847.64
287	7140	Electricity	1033 ComEd	2943015087-12/21	Electricity Service 11/17-12/20/2021	15,897.88
288	7140	Electricity	1033 ComEd	3471079047-12/21	Electricity Service 11/02-12/03/2021	57.84
289	7140	Electricity	1033 ComEd	6045062008-12/21	Electricity Service 11/02-12/03/2021	159.16
290	7160	Ice Control	6461 Compass Minerals America Inc	908594	Bulk Rock Salt - 12/20/2021, R-180-21	9,533.21
291	8100	Improvements	3099 Schroeder Asphalt Services Inc	2021-CIP-MFT-P5	R-88-21 2021 CIP Street & Utility Improvements 11/12-12/06/2021	120,720.27
Total 230 - Motor Fuel Tax Fund						155,333.26

Fund: 240 - CDBG Fund						
292	6604	CDBG Care Act Program	1169 Center of Concern	121721SB16	Small Business Assistance 11/07-12/17/2021 CDBG-B-20-MW-17-0009	17,685.00
Total 240 - CDBG Fund						17,685.00

Fund: 250 - Grant Projects Fund						
Program: 2520 - Capital Grants						
293	6005	Legal Fees	8169 Burke, Warren, MacKay & Serritella PC	252079-0M70009	Legal Fees-Rand Rd Sidepath 1507 Rand Rd-9/14-9/28/2021	340.00
294	6005	Legal Fees	1733 Burke Burns & Pinelli Ltd	29223-OLN0006	Legal Fees-Lee & Forest TL 1387 Lee St 10/05-10/31/2021	845.43
295	6005	Legal Fees	1733 Burke Burns & Pinelli Ltd	29224-OLN0007	Legal Fees-Lee & Forest TL 1365 Lee St 10/29/2021	20.00
296	6005	Legal Fees	8519 Wolin Law Group LLC	724-OLN0016	Legal Fees-Lee & Forest TL 1286 Lee St 10/01-10/29/2021	787.50
Total 2520 - Capital Grants						1,992.93

Total 250 - Grant Projects Fund						1,992.93
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Fund: 400 - Capital Projects Fund						
297	6000	Professional Services	3337 HR Green Inc	148631	TO#4 Bridge Repair Contract Docs - 10/23-11/19/2021	5,406.25
298	6015	Communication Services	1552 Verizon Wireless	9895015922	Communication Services 11/14-12/13/2021	125.73
Total 400 - Capital Projects Fund						5,531.98

Fund: 420 - IT Replacement Fund						
299	6140	Leases	5109 Konica Minolta Premier Finance	5017776964	Konica Copier Lease 12/21/21 - 1/20/22	7,304.18
Total 420 - IT Replacement Fund						7,304.18

Fund: 430 - Facilities Replacement Fund						
300	6000	Professional Services	3338 Gabriel Environmental Services	1221A0077	Asbestos Testing in Basement of Police Station 11/04-12/20/2021	2,135.00

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
301	6000	Professional Services	3337 HR Green Inc	148630	TO#2 Masonry Construct Observ - City Hall - 10/23-11/19/2021	490.00
302	6000	Professional Services	3337 HR Green Inc	148632	Inspection Work @ Theatre 10/23-11/19/2021	438.75
303	6195	Miscellaneous Contractual Services	1328 John Neri Construction Company Inc	121621	Demolition - 1319 E. Oakton - 12/16/2021	18,500.00
304	6315	R&M Buildings & Structures	7350 JLI Contracting Inc	142686	City Hall Waterproofing Masonry Repairs 10/22/21 R-156-21 FINAL	178,780.00
305	6315	R&M Buildings & Structures	7350 JLI Contracting Inc	142757	Basement Waterproofing - Theater - 12/16/2021	18,000.00
306	7045	Supplies - Building R&M	1354 MPC Communications & Lighting Inc	21-1243	Lights for Civic Deck	945.00
307	7045	Supplies - Building R&M	1057 Menard Incorporated	88479	Electric Supplies @ Theatre	31.24
308	7045	Supplies - Building R&M	1057 Menard Incorporated	89453	Civic Deck Cage Install Parts	26.43
309	7045	Supplies - Building R&M	1057 Menard Incorporated	89629	Ground Clamp @ Theatre	11.56
310	7045	Supplies - Building R&M	1057 Menard Incorporated	91007	Heating Cable for Gutters and Downspouts @ Theatre	287.35
311	7045	Supplies - Building R&M	1057 Menard Incorporated	91057	Return Roof and Gutter Cable @ Theatre	(42.98)
312	7045	Supplies - Building R&M	1057 Menard Incorporated	91061	Electric Supplies @ Theatre	205.08
313	7045	Supplies - Building R&M	1057 Menard Incorporated	91268	Supplies to Mount Heat Sensor's for Gutters - Theater	88.02
Total 430 - Facilities Replacement Fund						219,895.45

Fund: 500 - Water/Sewer Fund						
Non Departmental						
Division: 000 - Non Divisional						
314	4601	New Construction - Sale of Water	3772 Rivers Casino	Refund 12/20/21	Hydrant Meter Usage Refund 12/20/2021	(467.98)
Total 000 - Non Divisional						(467.98)

Division: 550 - Water Systems						
315	5325	Training	8545 Ramsey, Michael Glenn	12/14/2021	Water Certification Course 01/05-03/09/2022 - Water Foreman	400.00
316	6015	Communication Services	1552 Verizon Wireless	9895015922	Communication Services 11/14-12/13/2021	703.53
317	6195	Miscellaneous Contractual Services	5995 Wunderlich-Malec Services Inc	19101-01	Fiber Optic Service Call - Central - 11/30/2021	1,513.30
318	6195	Miscellaneous Contractual Services	5995 Wunderlich-Malec Services Inc	19101-02	Communications Service Call - Maple/Central - 12/01-12/02/2021	1,480.00
319	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	210518	97 Meter Bench Tests - 09/28/2021	2,481.66
320	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	210554	3 Meter Bench Tests - 10/27/2021	84.66
321	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	210657	2 Meter Bench Tests - 12/15/2021	51.00
322	6305	R&M Equipment	1675 Universal Hydraulic Services & Sales Inc	44316	Mini Excavator Cylinder Install/Repair 07/27/2021 - PW 9037	325.00
323	6310	R&M Vehicles	4280 Rush Truck Centers of Illinois Inc	3025945106	Engine Repair - PW 9031 - 12/16/2021	4,467.97
324	7020	Supplies - Safety	2067 Cutler Workwear	161869	2 Winter Jackets - Water Operators	235.78

City of Des Plaines

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
325	7020	Supplies - Safety	1703 Prosafty Inc	2/884070	Hip Boots & Paint	486.20
326	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	91527	Extension Cord	19.99
327	7035	Supplies - Equipment R&M	8244 Des Plaines Ace Hardware	1530	D Batteries	28.78
328	7035	Supplies - Equipment R&M	8481 Linde Gas & Equipment Inc	67722225	Propane Fill - PW 9040	184.59
329	7040	Supplies - Vehicle R&M	4328 Batteries Plus Bulbs (#490)	P47016681	Stinger Flashlight - PW 9058	142.95
330	7045	Supplies - Building R&M	1043 WW Grainger Inc	9155737613	Halogen Bulbs - Chlorine Room	9.04
331	7070	Supplies - Water System Maintenance	8244 Des Plaines Ace Hardware	1536	7 Fasteners	3.91
332	7070	Supplies - Water System Maintenance	1047 Home Depot Credit Svcs	2054877	Plumbing Supplies	98.69
333	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	256254-000	3 Gaskets	156.00
334	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	256255-000	Copper Coil	835.80
335	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	256269-000	2 Couplings	240.72
336	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	256286-000	Copper Tubing, Piggyback, Adapters	1,065.72
337	7070	Supplies - Water System Maintenance	8547 Healy Asphalt Company LLC	30321	2.64 Tons Asphalt - 12/14/2021	369.60
338	7070	Supplies - Water System Maintenance	1047 Home Depot Credit Svcs	8521586	Lumber Tarp	27.98
339	7070	Supplies - Water System Maintenance	1072 Prairie Material	890284078	6.0 Cu Yds Concrete - Repairs - 11/05/2021	841.50
340	7070	Supplies - Water System Maintenance	1072 Prairie Material	890300842	3.5 Cu Yds Concrete - Repairs - 11/17/2021	593.38
341	7070	Supplies - Water System Maintenance	1072 Prairie Material	890339472	1.5 Cu Yds Concrete - Repairs - 12/15/2021	202.88
342	7070	Supplies - Water System Maintenance	1072 Prairie Material	890346605	1.5 Cu Yds Concrete - Repairs - 12/21/2021	202.88
343	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	91095	Brass Fittings	134.36
344	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	91512A	Framing Material - Howard Tank	37.84
345	7070	Supplies - Water System Maintenance	1550 Addison Building Material Co	960271	Hardware Cloth & Socket - Holy Family Antenna Tower	7.90

City of Des Plaines

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
346	7120	Gasoline	8331 Avalon Petroleum Company Inc	029411	2,407 Gals Bio Diesel Fuel - 12/16/2021, R-163-20	3,366.80
347	7140	Electricity	1033 ComEd	0718079040-12/21	Electricity Service 11/02-12/03/2021	76.35
348	7140	Electricity	1033 ComEd	1602149012-12/21	Electricity Service 11/01-12/02/2021	63.38
349	7140	Electricity	1033 ComEd	2382141015-12/21	Electricity Service 11/02-12/03/2021	30.57
350	7140	Electricity	1033 ComEd	2902009038-12/21	Electricity Service 10/29-12/01/2021	435.74
351	7140	Electricity	1033 ComEd	3526170000-12/21	Electricity Service 10/29-12/01/2021	34.77
352	7140	Electricity	1033 ComEd	4436122006-12/21	Electricity Service 11/10-12/13/2021	8,256.99
353	7140	Electricity	1033 ComEd	5646761001-12/21	Electricity Service 10/29-12/02/2021	25.05
354	7140	Electricity	1033 ComEd	6152054027-12/21	Electricity Service 11/01-12/02/2021	3,776.09
355	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	48819	Chlorine Tank Rental - 11/26-12/26/2021	210.00
356	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	48820	Chlorine Tank Rental - 11/26-12/26/2021	168.00
357	7550	Miscellaneous Expenses	1076 Sam's Club Direct	6360	Water, Brownies, Cutlery, Cookies, Plates - AWWA Training	110.40
Total 550 - Water Systems						33,987.75

Division: 560 - Sewer Systems						
358	6015	Communication Services	1552 Verizon Wireless	9895015922	Communication Services 11/14-12/13/2021	290.35
359	6190	Tow/Storage/Abandoned Fees	5874 Suburban Towing & Recovery Inc	158043	Towing Services to PW - PW 8021 - 12/09/2021	337.50
360	6305	R&M Equipment	2016 Signarama	42571	Decals & Installation 11/18/2021 - PW 5130, PW 5131, PW 8043	65.50
361	6310	R&M Vehicles	1202 Standard Equipment Co	W07643	Rodder Pump Replacement - PW 8020 - 12/22/2021	19,762.45
362	6505	Subsidy - Sewer Lateral Program	8435 Futrell, Christine A	SLP21-019	Sewer Lateral Rebate 12/15/2021	1,599.00
363	6505	Subsidy - Sewer Lateral Program	8549 Piagari, Joyce	SLP21-020	Sewer Lateral Rebate 12/15/2021	1,995.00
364	6505	Subsidy - Sewer Lateral Program	8550 Greif, Maria	SLP21-021	Sewer Lateral Rebate 12/15/2021	2,550.00
365	6510	Subsidy - Flood Assistance	8551 Forde, John E	FRP21-035	Flood Rebate 12/15/2021	2,000.00
366	6510	Subsidy - Flood Assistance	8552 Staggs, Julie	FRP21-036	Flood Rebate 12/15/2021	2,000.00
367	6510	Subsidy - Flood Assistance	8553 Gonzalez, Consuelo W	FRP21-037	Flood Rebate 12/15/2021	2,000.00
368	7020	Supplies - Safety	4640 Albany Steel & Brass Corporation	112052	2 Ladder Extensions	478.00
369	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	1520980	Utility Knife, Torch, Trash Can, Drilling Hammer, Etc.	222.16
370	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	5452395	Screwdriver Set, Voltage Tester, Hard Case	59.32
371	7040	Supplies - Vehicle R&M	5573 Henderson Products Inc	347504	Hydraulic Cylinder - PW 8035 - 12/14/2021	4,059.79
372	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	815801	Rain X - PW Sewer Stock	9.98

City of Des Plaines

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
373	7075	Supplies - Sewer System Maintenance	1437 Des Plaines Material & Supply LLC	463564	Mission Couplings - Stock	68.08
374	7075	Supplies - Sewer System Maintenance	1057 Menard Incorporated	86170	Asphalt Sealer	25.98
375	7075	Supplies - Sewer System Maintenance	1072 Prairie Material	890268531	1.0 Cu Yd Concrete - 710 Kylemore Ct - 10/27/2021	126.15
376	7075	Supplies - Sewer System Maintenance	1072 Prairie Material	890299053	1.25 Cu Yds Concrete - 705 Shawn Sewer Repair - 11/16/2021	176.31
377	7075	Supplies - Sewer System Maintenance	1072 Prairie Material	890340756	1.25 Cu Yds Concrete - 2135 Halsey - 12/16/2021	180.31
378	7075	Supplies - Sewer System Maintenance	5214 State Industrial Products	902262230	Sewer Solvent	898.04
379	7075	Supplies - Sewer System Maintenance	1057 Menard Incorporated	91143	Top Soil & Nozzles for Sewer Repair	52.14
380	7075	Supplies - Sewer System Maintenance	2313 City Electric Supply Company (CES)	DEP/053849	Cord Grip Connectors & Fuses - Algonquin Lift Station	251.46
381	7140	Electricity	1033 ComEd	0096017042-12/21	Electricity Service 11/02-12/03/2021	1,445.64
382	7140	Electricity	1033 ComEd	0575134020-12/21	Electricity Service 10/29-12/02/2021	110.33
383	7140	Electricity	1033 ComEd	0640144010-12/21	Electricity Service 11/02-12/03/2021	56.30
384	7140	Electricity	1033 ComEd	0762050019-12/21	Electricity Service 11/03-12/06/2021	22.23
385	7140	Electricity	1033 ComEd	2038128006-12/21	Electricity Service 10/29-12/01/2021	51.62
386	7140	Electricity	1033 ComEd	2148094073-12/21	Electricity Service 11/04-12/06/2021	68.39
387	7140	Electricity	1033 ComEd	3240002012-12/21	Electricity Service 11/22-12/27/2021	688.74
388	7140	Electricity	1033 ComEd	3461136053-12/21	Electricity Service 11/01-12/02/2021	31.30
389	7140	Electricity	1033 ComEd	3526009006-12/21	Electricity Service 11/02-12/03/2021	69.90
390	7140	Electricity	1033 ComEd	3657136067-12/21	Electricity Service 11/02-12/03/2021	79.32
391	7140	Electricity	1033 ComEd	4995025051-12/21	Electricity Service 11/01-12/02/2021	27.40
392	7140	Electricity	1033 ComEd	5060090016-12/21	Electricity Service 11/03-12/06/2021	140.50
393	7140	Electricity	1033 ComEd	5814097012-12/21	Electricity Service 11/02-12/03/2021	27.16
394	7140	Electricity	1033 ComEd	6331089024-12/21	Electricity Service 10/29-12/01/2021	175.34
Total 560 - Sewer Systems						42,201.69

Division: 580 - CIP - Water/Sewer						
395	8100	Improvements	3099 Schroeder Asphalt Services Inc	2021-CIP-MFT-P5	R-88-21 2021 CIP Street & Utility Improvements 11/12-12/06/2021	7,742.50
Total 580 - CIP - Water/Sewer						7,742.50

Total 00 - Non Departmental						83,463.96
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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Department: 30 - Finance						
396	6015	Communication Services	1552 Verizon Wireless	9895015922	Communication Services 11/14-12/13/2021	63.54
397	6025	Administrative Services	7615 Sebis Direct Inc	36475	Utility Bill Rendering Services for Bill Drop 12/15/2021	1,274.61
Total 30 - Finance						1,338.15

Total 500 - Water/Sewer Fund					84,802.11
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Fund: 510 - City Owned Parking Fund						
398	6025	Administrative Services	7960 Passport Labs Inc	INV-1026690	Mobile Pay Parking Transaction Fees Nov 2021	17.02
399	7060	Supplies - Parking Lots	1047 Home Depot Credit Svcs	8604322	Fabuloso for Parking Deck Cleaning	46.02
400	7060	Supplies - Parking Lots	1057 Menard Incorporated	89573	Electric Supplies to Fix Ground Outlets at Metro	20.35
401	7140	Electricity	1033 ComEd	0354464001-12/21	Electricity Service 11/02-12/03/2021	2,163.89
402	7140	Electricity	1033 ComEd	2239082030-12/21	Electricity Service 11/02-12/03/2021	799.84
403	7140	Electricity	1033 ComEd	4722388001-12/21	Electricity Service 11/02-12/03/2021	21.49
404	7140	Electricity	1033 ComEd	4791127023-12/21	Electricity Service 11/02-12/03/2021	3,046.51
405	7140	Electricity	1033 ComEd	5310303000-12/21	Electricity Service 11/02-12/03/2021	283.37
Total 510 - City Owned Parking Fund						6,398.49

Fund: 520 - Metra Leased Parking Fund						
406	6025	Administrative Services	7960 Passport Labs Inc	INV-1026690	Mobile Pay Parking Transaction Fees Nov 2021	131.35
407	7140	Electricity	1033 ComEd	5222730006-12/21	Electricity Service 10/29-12/01/2021	116.72
Total 520 - Metra Leased Parking Fund						248.07

Fund: 600 - Risk Management Fund						
408	5325	Training	8074 Thomas Group Solutions LLC	DP TO4 2021 Q2	TO#4 OSHA Compliance Training - 04/01-06/31/2021, R-9-20	4,241.00
409	5325	Training	8074 Thomas Group Solutions LLC	DP TO4 2021 Q3	TO#4 OSHA Compliance Training - 07/01-09/28/2021, R-9-20	4,241.00
410	5325	Training	8074 Thomas Group Solutions LLC	DP TO4 2021 Q4	TO#4 OSHA Compliance Training - 10/01-12/31/2021, R-9-20	4,241.00
411	5345	Post-Employment Testing	1267 Northwest Community Hospital	25755	Occupational Health Services 10/04-11/15/2021	2,120.00
412	5345	Post-Employment Testing	1267 Northwest Community Hospital	25836	Occupational Health Services 11/10/2021	275.00
413	5345	Post-Employment Testing	8444 Health & Law Resource Inc	hlr6808	Consulting Serv for Various Employment Matters 07/27-10/11/2021	4,890.00
414	5570	Self Insured P&L Expense	1089 Autokrafters of Des Plaines	1469	Accident Repair - Police 6084 - 12/14-12/21/2021	8,757.61
415	6000	Professional Services	8074 Thomas Group Solutions LLC	DP TO5 (2021)	TO#5 City Op Plans, Safety & Hazard - 01/15-12/15/2021, R-9-20	17,200.00
416	6005	Legal Fees	7254 Michael Best & Friedrich LLP	01-1926355	Workplace Investigation 11/12 - 11/24/2021	840.00
Total 600 - Risk Management Fund						46,805.61

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fund: 700 - Escrow Fund						
417	2229	Event - Holiday Lighting	1050 Journal & Topics Newspapers	186918	12/06/2021 Holiday Lighting Ceremony Ad 11/24 & 12/01/2021	1,850.00
418	2460	Refundable Bonds	8554 2392 S Wolf LLC	Refund 12/17/21	Refundable Bond Building Permit #2020-01100047 12/16/2020	5,000.00
419	2464	Hydrant Deposits	7743 Hoerr Construction Inc	Refund 12/15/21	Hydrant Meter Usage Refund 12/15/2021	1,100.00
420	2464	Hydrant Deposits	3772 Rivers Casino	Refund 12/20/21	Hydrant Meter Usage Refund 12/20/2021	1,100.00
Total 700 - Escrow Fund						9,050.00
Grand Total						907,725.80

City of Des Plaines

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Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fund: 100 - General Fund						
Department: 90 - Overhead						
421	4632	GEMT Reimbursements	8359 HFS Bureau of Fiscal Operations - GEMT	Reimb Q1/Q2 2021	GEMT Funds Reimbursement for Q1 & Q2 2021 - Payment #4	343,584.11
422	6015	Communication Services	1533 Wide Open West LLC	11526044Dec2021A	Internet/Cable Service x6044 12/21/2021-01/20/2022	661.37
423	6015	Communication Services	1533 Wide Open West LLC	11526044Dec2021B	Internet/Cable Service x1245 12/21/2021-01/20/2022	1,876.23
424	6015	Communication Services	1533 Wide Open West LLC	11526044Dec2021C	Internet/Cable Service x1246 12/21/2021-01/20/2022	1,120.00
425	6015	Communication Services	1533 Wide Open West LLC	11526044Dec2021E	Internet/Cable Service x5988 12/21/2021-01/20/2022	127.90
426	6015	Communication Services	1032 Comcast	136665007 x8482	Internet/Cable Service 12/15/2021-01/14/2022	1,575.00
Total 90 - Overhead						348,944.61
Total 100 - General Fund						348,944.61
Public Works & Engineering						
Division: 535 - Facilities & Grounds Maintenance						
427	7110	Natural Gas	1064 Nicor	12/15/21 x600008	Natural Gas Service 11/15-12/14/2021	47.00
Total 535 - Facilities & Grounds Maintenance						47.00
Total 50 - Public Works & Engineering						47.00
Police Department						
Division: 630 - Support Services						
428	6305	R&M Equipment	1822 Kustom Signals	589389R	Sqd Car Radar Cables & Antenna Install 11/19/21-Repl EFT 11165	382.70
429	7035	Supplies - Equipment R&M	1822 Kustom Signals	589187R	Squad Car Radar Cables & Antenna Replaces EFT 11165	501.00
Total 630 - Support Services						883.70
Total 60 - Police Department						883.70
Fund: 201 - TIF #1 Downtown Fund						
430	8100	Improvements	8070 Walsh Construction Company II LLC	CivicDeck-P21R2	Civic Center Parking Deck Repl 10/01-10/31/2021 R-204-19	493,146.00
Total 201 - TIF #1 Downtown Fund						493,146.00
Fund: 430 - Facilities Replacement Fund						
431	8100	Improvements	8070 Walsh Construction Company II LLC	CivicDeck-P21R2	Civic Center Parking Deck Repl 10/01-10/31/2021 R-204-19	255,014.00
Total 430 - Facilities Replacement Fund						255,014.00
Fund: 500 - Water/Sewer Fund						
Division: 550 - Water Systems						
432	6015	Communication Services	1533 Wide Open West LLC	11526044Dec2021D	Internet/Cable Service x0573 12/21/2021-01/20/2022	320.00
Total 550 - Water Systems						320.00
Total 500 - Water/Sewer Fund						320.00
Grand Total						1,098,355.31

City of Des Plaines

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Summary

	<u>Amount</u>		<u>Transfer Date</u>
Automated Accounts Payable	\$ 907,725.80	**	1/18/2022
Manual Checks	\$ 1,098,355.31	**	12/29/2021
Payroll	\$ 1,304,460.90	*	12/30/2021
RHS Payout			
Electronic Transfer Activity:			
JPMorgan Chase Credit Card	\$ -		
Chicago Water Bill ACH	\$ -		
Postage Meter Direct Debits	\$ 4,292.51		12/28/2021
Utility Billing Refunds	\$ -		
Debt Interest Payment	\$ -		
FEMA Buyout	\$ -		
Property Purchase	\$ -		
IMRF Payments	\$ -		
Employee Medical Trust	\$ 715,110.77		1/4/2022
Total Cash Disbursements:	\$ 4,029,945.29		

* Multiple transfers processed on and/or before date shown

** See attached report

Adopted by the City Council of Des Plaines

This Eighteenth Day of January 2022

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: December 27, 2021

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

From: John Carlisle, AICP, Director of Community and Economic Development *JC*
Jonathan Stytz, Planner *JS*

Subject: Consideration of a Rezoning from C-1 to C-3 at 1387 Prospect Avenue, Case 21-047-MAP (5th Ward)

Issue: The petitioner, Taseen Atabbi, is requesting a Map Amendment from Section 12-3-7 of the Des Plaines Zoning Ordinance, as amended, to rezone the property at 1387 Prospect Avenue from C-1 Neighborhood Shopping District to C-3 General Commercial District.

Address: 1387 Prospect Avenue

Petitioner: Taseen Atabbi, 1985 Berry Lane, Des Plaines, IL 60018

Owner: Adam M. Moghamis, 2385 Hammond Drive, Suite 6, Schaumburg, IL 60173

Case Number: 21-036-CU-V

PIN: 09-29-228-034-0000

Ward: #5, Alderman Carla Brookman

Existing Zoning: C-1 Neighborhood Shopping District

Existing Land Use: Vacant Lot

Surrounding Zoning: North: R-3, Townhouse Residential District
South: R-3, Townhouse Residential District
East: C-3, General Commercial District
West: R-1, Single Family Residential District

Surrounding Land Use: North: Multi-Unit Townhouse Buildings
South: Multi-Unit Townhouse Buildings
East: Vacant lot
West: Single Family Residence

Street Classification:
Prospect Avenue and Chestnut Street are both local roads.

Comprehensive Plan:
The Comprehensive Plan illustrates this site as commercial.

Zoning/Property History:
Pursuant to City records, this property has been vacant.

Project Summary:

The petitioner, Taseen Atabbi, is requesting a Map Amendment to rezone the subject property from C-1 Neighborhood Shopping District to C-3 General Commercial District to construct a new multi-tenant commercial building and allow for more variety of future uses to locate on site. The property is currently undeveloped and is located at the southwest corner of the Prospect Avenue and Chestnut Street intersection as illustrated in the Plat of Survey (Attachment 4).

The petitioner, who has an engineering business called Applied GeoScience Inc, wishes to construct a one-story, multi-tenant commercial building on the site to locate a lab and other future commercial uses and is requesting the map amendment to C-3 General Commercial District as it allows for a wide variety of commercial uses compared to the C-1 Neighborhood Shopping District. The proposal includes a portion of the proposed building devoted to one or multiple commercial uses to be determined and the other portion devoted to the petitioner’s company, Applied GeoScience, Inc., which is described in more detail in the Project Narrative (Attachment 1). The proposed use would fall under the classification of an office, which is a conditional use in the C-1 district. In addition, other uses interested in locating on this site in the future may not be allowed in the C-1 district or would also require a conditional use to permit, which could inhibit the building’s marketability. The petitioner is looking to maximize the size of the building on the lot while meeting all applicable City codes as illustrated in the preliminary Site Plan (Attachment 5). Staff has added a condition that the petitioner provides complete architectural drawings, including a site plan prepared by a design professional, at time of building permit to clearly show all proposed improvements on the property.

The Commercial Bulk Matrix and Commercial Districts Use Matrix excerpt tables below detail some of the substantial differences in bulk regulations and allowable uses between the C-1 and C-3 districts.

Table 4 of Section 12-7-3, Commercial Districts Bulk Matrix

BULK CONTROLS	C-1	C-3
Max. Height	35 Feet	45 Feet
Min. Front Yard Setback - Adjacent Residential - Adjacent Other	Setback of adjacent residential district 5 Feet	
Min. Side Yard Setback - Adjacent Residential - Adjacent Other	Setback of adjacent residential district 5 Feet, if abutting street or alley	
Min. Rear Yard Setback - Adjacent Residential - Adjacent Other	25 ft. or 20% of lot depth, whichever is less 5 Feet	

Excerpt from Table 3 of Section 12-7-3, Commercial Districts Use Matrix*

USES	C-1	C-3
Accessory off site parking lots	--	C
Alternative tobacco establishments	--	C ¹⁸
Animal clinic	C	P
Animal hospital	--	P
Artisanal retail establishments	--	P ¹⁴
Assisted living facility	--	C
Bed and breakfast	C	--
Body art establishments	--	C ²³
Brewpub	--	P
Childcare center with accessory dwelling unit	C ⁸	--
Commercial shopping center	--	P
Consumer lender	--	C
Domestic pet service	--	C ^{11,12}
Dry cleaners with plants on premises	--	P
Financial institutions	--	P
Food processing establishment	--	P ¹⁴
Grocery retail	--	P
Libraries, private	C	P
Massage establishments	--	C
Media broadcast stations	--	P
Media print establishments	--	P
Offices	C	P
Residential care homes, small	C	--
Restaurants: Class A or Class B	--	P
Schools, commercial	--	C
Taverns and lounges	C	P

*P= Permitted, C= Conditional; if use is neither P nor C, it is not possible in the district.

Compliance with the Comprehensive Plan

The proposed project, including the proposed site improvements, address various goals and objectives of the 2019 Comprehensive Plan including the following aspects:

- **Future Land Use Plan:**

- The property is marked for commercial land use. The Future Land Use Plan strives to create a well-balanced development area with a healthy mixture of commercial and residential uses. The request would develop an existing vacant piece of land that is currently underutilized and provide additional services to Des Plaines residents.
- The subject property is located near the Mannheim Road commercial corridor with a mixture of single-family to multi-family residential and commercial uses. The proposal would develop a vacant property with a building that could accommodate multiple commercial uses in close proximity to a large number of residences.

Findings of Fact for the Request

As required by Section 12-3-4 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 December 14, 2021. An excerpt from the draft minutes is attached.

Planning and Zoning Board Review: The Planning and Zoning Board met on December 14, 2021 to consider a Map Amendment under Section 12-3-7 of the 1998 Des Plaines Zoning Ordinance, as amended, from C-1, Neighborhood Shopping District to C-3, General Commercial District at 1387 Prospect Avenue.

The petitioner presented the proposal to rezone the property at 1387 Prospect Avenue from C-1, Neighborhood Shopping District to C-3, General Commercial District. He stated that he is a consultant for Applied GeoScience, Inc. (AGI) who has purchased the lot and is looking to construct a multi-tenant building to locate their business and future end users on this site. He mentioned that their company has expanded from one to three units at its current location and is interested in consolidating the business to a 3,000-square foot office space in the multi-tenant building. He explained that the existing zoning district limits the types of uses permitted on the subject property so he would like to rezone the property to allow a wide variety of commercial uses.

The Planning and Zoning Board (PZB) Members asked how large the proposed building will be as the project narrative mentions one-story but the sample pictures in the presentation show two-story; what the proposed roofline height will be; if his business does soil borings; how many motorized vehicles will be located on site; and the percentage of the building that will be utilized for AGI and the percentage available to other uses.

Community and Economic Development staff recommended approval of the request with two conditions. The conditions required architectural plans, including a Site Plan, to be submitted at time of building permit for the new structure and that plans may need to be adjusted to meet all applicable City of Des Plaines codes.

Two members from the public spoke on this request with concerns regarding noise and parking. The petitioner responded that all noise is on the specific jobsite where the samples are collected instead of the office use on the subject property where they are only measuring samples. He added that all equipment will be stored inside an attached garage that is planned for the future building and that the proposed building setbacks will allow for ample parking spaces.

The Planning and Zoning Board *recommended* (5-0) that the City Council *approve* the request with the two conditions found in the staff report.

Recommendations: The PZB recommended (5-0) that the City Council approve the request with conditions. Similarly, staff recommends approval of the request via Ordinance Z-1-22, which approves a map amendment with the following conditions:

1. The petitioner shall provide complete architectural drawings, including a Site Plan, prepared by a design professional at time of building permit to show all proposed improvements on the property.
2. Such plans may need to be revised to meet all applicable City of Des Plaines codes.

Attachments:

- Attachment 1: Project Narrative
- Attachment 2: Petitioner's Standards
- Attachment 3: Location Map
- Attachment 4: Plat of Survey
- Attachment 5: Preliminary Site Plan
- Attachment 6: Site Photos
- Attachment 7: Chairman Szabo Memo
- Attachment 8: Draft Excerpt of Minutes from the December 14, 2021 Planning and Zoning Board Meeting

Ordinance Z-1-22



September 17, 2021

Mr. Jonathan Stytz
City of Des Plaines
1420 Miner Street
Des Plaines, Illinois 60016

Re: 1387 Prospect Avenue.

Dear Mr. Stytz:

My name is Adam M. Moghamis, and I am the owner of the vacant commercial lot located at 1387 Prospect Avenue in Des Plaines, which is currently zone C1.

I would like to request to change the zoning from C1 to C3 in order to expand the potential use to all that is permitted in a C3 zone.

Please advise what the requirements and the procedures are to submit such a request.

Sincerely,

Applied GeoScience, Inc.

Adam M. Moghamis, P.E.
Principal Engineer



Firm Overview

Applied GeoScience, Inc. (**AGI**) is a consulting engineering firm that services the geotechnical, environmental, construction, and materials testing industries in both the public and private sectors. **AGI** is an organization based on the provision of sound professional experience, technical excellence, and a demand for growth and achievement for both our clients and ourselves. Cost-effective services are provided for projects of all types and sizes, ranging from small buildings to large industrial and commercial complexes, from city streets to interstate highways. **AGI** strives to keep our clients informed throughout the project so that they can make sound business decisions through first hand reporting of our assessments. We achieve our standard of professionalism through a high level of excellence in both the field and laboratory.

- The common philosophy that unites our firm's personnel is technical excellence and a demand for growth and achievement.
- With an in-house materials testing laboratory, **AGI** is capable of providing our clients with timely, accurate results and reporting.

Areas of Expertise

- Geotechnical Engineering, including Subsurface Exploration and Foundation Design
- Construction Materials Engineering and Testing, Including Soil Density and Stabilization, Concrete, Steel, and Asphalt Field and Plant Inspection
- Environmental Services, including Phase I and II Site Assessments, Hazardous Material Removal and Disposal, Remediation Oversight, and Asbestos/Lead Inspection and Abatement



Summary of Services

AGI offers the following professional services:

Geotechnical

- ☒ Site selection and feasibility studies
- ☒ Highway and rail exploration, tunnel inspection
- ☒ Slope stability studies
- ☒ Embankment and earth dam design
- ☒ Groundwater control and dewatering
- ☒ Earth dam grouting
- ☒ Subsurface exploration and foundation design investigations
- ☒ Bridge foundation, settlement and consolidation analyses
- ☒ Shoring and retaining structure design studies
- ☒ Soil stabilization studies
- ☒ Subgrade evaluation and pavement design
- ☒ Development of special field and laboratory tests

Environmental

- ☒ Phase I Environmental Site Assessments (ESAs)
- ☒ Asbestos and Lead Inspection and Abatement
- ☒ Regulatory Compliance
- ☒ RCRA Closures and Landfill Closures
- ☒ Remediation Oversight
- ☒ Corrective Action Plans
- ☒ Leaking Underground Storage Tank Investigations
- ☒ Phase II and III Site Characterizations
- ☒ Remediation Design
- ☒ Groundwater Modeling, Monitor Well Installation and Sampling
- ☒ Remedial Investigations and Feasibility Studies
- ☒ Contaminant Migration Studies
- ☒ Health and Safety Plans
- ☒ Emergency Response

Materials Engineering

Soils

- ☒ Soils Classification
- ☒ Bearing Strata Evaluation for Footings
- ☒ Deep Foundation Installation (Drilled & Driven Piles, Drilled Piers Caissons)
- ☒ Subgrade Stabilization (Lime, Cement, Fly Ash, Geotextiles & Geo-Grids)
- ☒ Moisture Density Relationships (Proctor Test)
- ☒ In-place Density (Nuclear Gauges)

Steel

- ☒ Weld Inspection and Testing
- ☒ Steel Fabrication, Milling, and Erection Inspection
- ☒ Post-Tensioning and Reinforcing Steel Inspection

Miscellaneous Building Materials

- ☒ Grout and Mortar Compressive Strength Testing
- ☒ Fireproofing Inspection & Testing
- ☒ Window & Curtain Wall Testing (AAMA standard)

Concrete

- ☒ Field Inspection
- ☒ Concrete Coring
- ☒ Cylinder & Beam Testing
- ☒ Rebar Location & Sonic Testing
- ☒ Concrete Moisture Vapor Testing
- ☒ Concrete Rebound Hammer Testing
- ☒ Caisson Installation Observation
- ☒ Seismic Vibration Monitoring
- ☒ Prestressed Concrete Testing
- ☒ Slab Moisture Testing
- ☒ Floor Flatness & Levelness Testing

Asphalt

- ☒ Field Observation & Testing of Asphalt Pavements
- ☒ Density Determination (In-situ Nuclear Density)
- ☒ Coring & Testing



Geotechnical Services

AGI offers a full range of geotechnical services. Cost-effective services are provided for projects of all types and sizes, from small buildings to large industrial and commercial complexes, and from city streets to interstate highways. Engineering services include:

- Assisting in site selection and feasibility studies
- Subsurface exploration and foundation design investigations
- Highway and rail exploration, tunnel inspection
- Bridge foundation, settlement and consolidation analyses
- Slope stability studies
- Shoring and retaining structure design studies
- Embankment and earth dam design
- Soil stabilization studies
- Groundwater control and dewatering
- Subgrade evaluation and pavement design
- Development of special field and laboratory tests

AGI has the equipment required to conduct the necessary soil tests and to design projects with multiple features. Our equipment includes jack hammers, augers, compaction testers, nuclear moisture/density gauges, and other equipment that can register accurate readings of strength in soil while conducting subsurface testing. We also have access to drilling rigs for the drilling of pavement to discover subsurface conditions.

AGI's staff has the experience to know what type of soil is required for certain projects and has the expertise to analyze borings to see if the soil is appropriate for construction. **AGI** has the experience to detect whether the foundation is compact enough to support the construction as well as to advise our clients on how not to support the structure.

Our on-site laboratory provides efficiency, which allows our clients to see quick results as well as enhancing our ability to report on the prognosis of all projects. This in turn lowers the costs for our clients, as we better suit their needs with professional examinations in a shorter time frame.

On many occasions, **AGI** has been able to advise our clients on footings and foundations by providing historical research of properties, and assessing and project documentation including design and material suitability, general code compliance, adequacy of selected structural and mechanical systems, and reality of proposed construction schedules and budgets.



Environmental Capabilities

AGI offers professional consulting to solve environmental problems. We provide high quality environmental services to local, state and federal government agencies, as well as to the private sector.

AGI has a trustworthy reputation for soil remediation investigations as well as Phase I, Phase II and Phase III investigations. Our final report documents colorize the entire project to supply our clients with enough information to make informed decisions about the property.

AGI offers a complete line of services in the specialty field of asbestos abatement. **AGI** has completed a variety of commercial, industrial, private sector and school projects. Our asbestos consulting services include comprehensive surveys, laboratory analysis of suspect building materials, abatement plans and specifications, construction contract administration, air monitoring during removal, and asbestos management/operations and maintenance programs. Lead-based paint investigations are completed using X-Ray Fluorescence (XRF) spectrum analysis, paint chip samples, or chemical spot kits. **AGI** is committed to providing quality work at the most economical price.

AGI's select group of professionals has expertise in the following areas:

- Asbestos and Lead Inspection and Abatement
- Phase I Environmental Site Assessments (ESAs)
- Phase II and III Site Characterizations
- Remediation Design
- Groundwater Modeling, Monitor Well Installation and Sampling
- Remedial Investigations and Feasibility Studies
- Remediation Oversight
- Corrective Action Plans
- Health and Safety Plans
- Leaking Underground Storage Tank Investigations

Each project is assigned to a project manager who is responsible for conducting and completing the project in a timely and professional manner.

Our environmental expertise includes solving leaking underground storage tank problems. We help clients understand the specific regulatory requirements and current state policies concerning tank ownership, release notification and response. We design investigations and corrective action plans to achieve regulatory compliance and maximize potential reimbursement.



Materials Engineering Services

AGI's engineers and technicians assist owners, designers, and contractors by testing and evaluating commonly used construction materials, and by inspecting construction procedures and workmanship. **AGI** understands that the use of quality construction materials and procedures is vital to the success of any construction project. Our services include a site visit to evaluate the general condition of the property and to assess the overall design and construction of structures. All available on-site project and construction documentation is reviewed and interviews with property managers are conducted.

AGI's field reports offer a complete narrative on the condition and adequacy of all site and building improvements. **AGI's** construction services include:

Soils

- Soils Classification
- Bearing Strata Evaluation for Footings
- Deep Foundation Installation (Drilled & Driven Piles, Drilled Piers Caissons)
- Subgrade Stabilization (Lime, Cement, Fly Ash, Geotextiles & Geo-Grids)
- Moisture Density Relationships (Proctor Test)
- In-place Density (Nuclear Gauges)

Concrete

- Field Inspection
- Concrete Coring
- Cylinder & Beam Testing
- Rebar Location & Sonic Testing

Steel

- Weld Inspection and Testing
- Steel Fabrication, Milling, and Erection Inspection
- Post-Tensioning and Reinforcing Steel Inspection

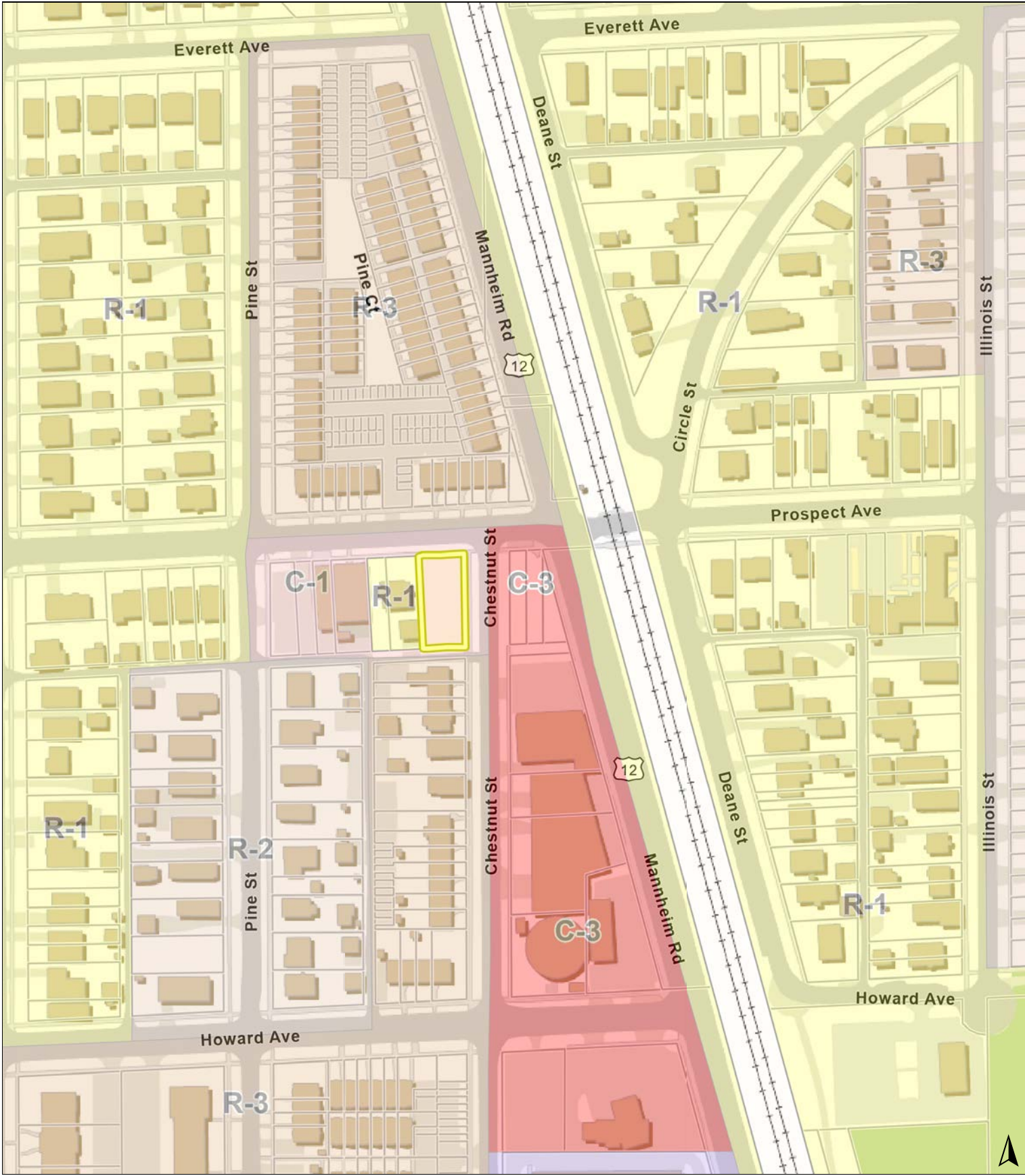
Asphalt

- Field Observation & Testing of Asphalt Pavements
- Density Determination (In-situ Nuclear Density)

AGI has the personnel, resources, equipment, and facilities to successfully execute all projects requiring construction inspection. Throughout the project, **AGI** keeps the client informed regarding progress, alternatives, and costs. This allows our clients to maintain ongoing control over both short term and long-term project directions and expenses.

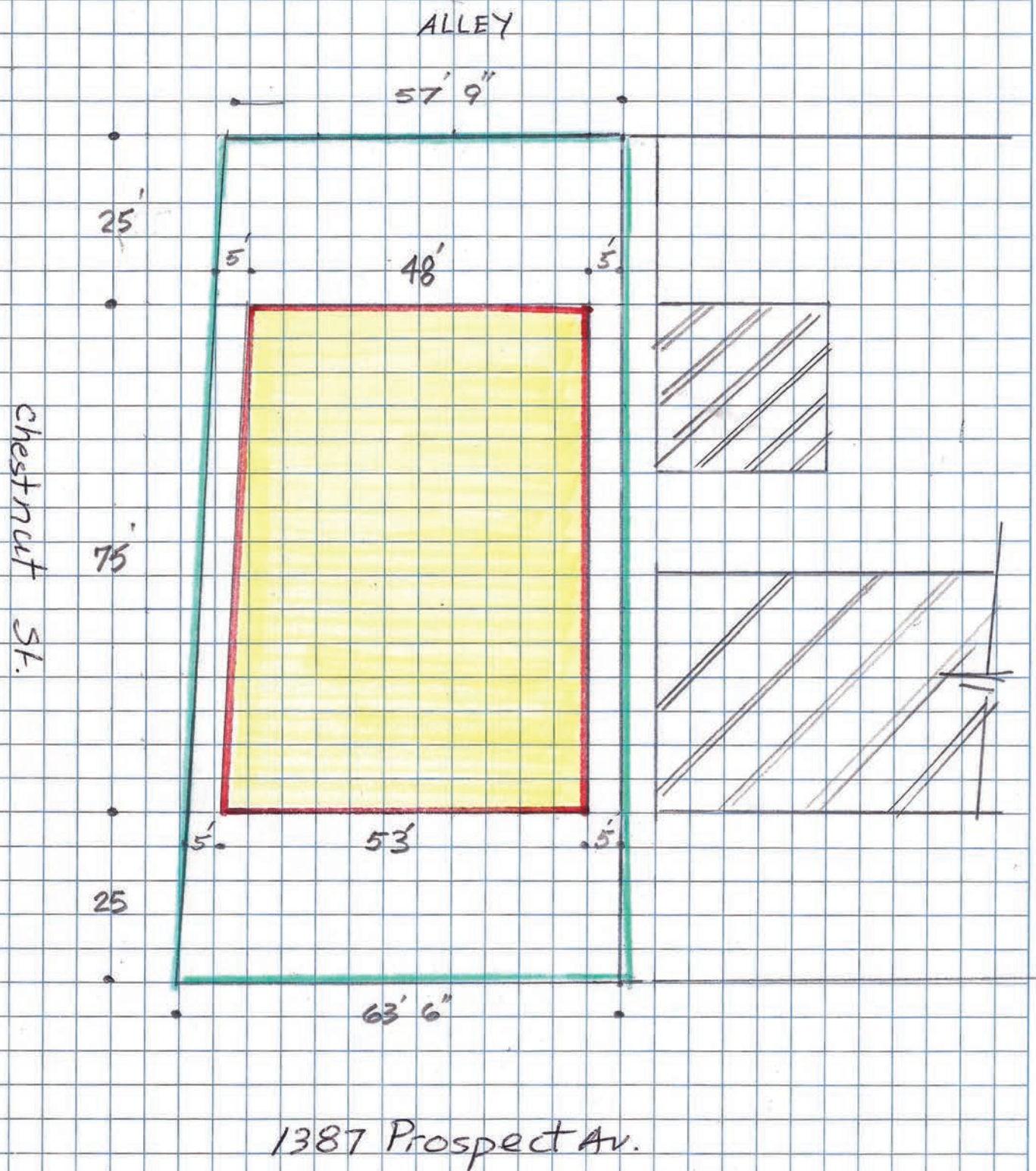
Standard for map and text amendments

1. The proposed amendment will contribute to the economic growth of Des Plaines and will aid in diversifying the land use in the vicinity of the property. A general commercial (C-3) zoning designation for the property, which is intended to be developed with a small office building, will both improve its outward appearance and decrease traffic in the area.
2. The requested change is compatible and consistent with the adjacent property usage. Both the style of the building and its proposed use as a commercial office space are in alignment with the surrounding neighborhood.
3. The property is a vacant lot surrounded with existing developed parcels. It will need standard connections to the existing public facilities and services available in the area, such as gas, electricity, water, and sewer.
4. Developing this vacant lot in alignment with the expanded zone 3 usage will not have a negative impact on land values. On the contrary, the proposed development will be more aesthetically pleasing than the existing vacant lot or any potential convenience store, will not result in increased traffic, and will have a positive impact on the value of the surrounding properties. The existing vacant lot is likely to depreciate property values in the area; the presence of a vacant lot resulted in a net loss of \$7,627 to the value of all properties within 150 feet, according to by a 2001 study conducted by the Temple University Center for Public Policy and Eastern Pennsylvania Organizing Project (“Blight Free Philadelphia: A Public-Private Strategy to Create and Enhance Neighborhood Value”).
5. The proposed amendment to allow zone 3 usage reflects responsible standards for future development and growth. The proposed development will blend will into the surrounding area, will not cause increased traffic, will add job opportunities, and will not decrease property values in the neighborhood.



Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

Notes





1387 Prospect Ave – Public Notice & Front of Property



1387 Prospect Ave – Facing Northwest at Rear of Property



1387 Prospect Ave – Looking Southeast at Property



1387 Prospect Ave – Looking Southwest at Property



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

December 23, 2021

Mayor Bogusz and Des Plaines City Council
CITY OF DES PLAINES

Subject: Planning and Zoning Board, 1387 Prospect Avenue, 21-047-MAP, 5th Ward
RE: Consideration of a Map Amendment from C-1 to C-3 at 1387 Prospect Avenue

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board met on December 14, 2021 to consider a Map Amendment under Section 12-3-7 of the 1998 Des Plaines Zoning Ordinance, as amended, from C-1, Neighborhood Shopping District to C-3, General Commercial District at 1387 Prospect Avenue.

1. The petitioner presented the proposal to rezone the property at 1387 Prospect Avenue from C-1, Neighborhood Shopping District to C-3, General Commercial District. He stated that he is a consultant for Applied GeoScience, Inc. (AGI) who has purchased the lot and is looking to construct a multi-tenant building to locate their business and future end users on this site. He mentioned that their company has expanded from one to three units at its current location and is interested in consolidating the business to a 3,000-square foot office space in the multi-tenant building. He explained that the existing zoning district limits the types of uses permitted on the subject property so he would like to rezone the property to allow a wide variety of commercial uses.
2. The Planning and Zoning Board (PZB) Members asked how large the proposed building will be as the project narrative mentions one-story but the sample pictures in the presentation show two-story; what the proposed roofline height will be; if his business does soil borings; how many motorized vehicles will be located on site; and the percentage of the building that will be utilized for AGI and the percentage available to other uses. The petitioner responded that the building details will be finalized later but that the AGI business will need tall ceilings and a potential mezzanine floor; that the building will be roughly twelve to fourteen feet in height but may be taller if the mezzanine floor is added; that AGI does perform soil borings; that there will only be a maximum of one vehicle with a smaller piece of equipment totaling two motorized pieces of equipment; and that AGI will utilize 100 percent of the building for now but additional uses may be added overtime.
3. Community and Economic Development staff recommended approval of the request with two conditions. The conditions required architectural plans, including a Site Plan, to be submitted at time of building permit for the new structure and that plans may need to be adjusted to meet all applicable City of Des Plaines codes.
4. Two members from the public spoke on this request with concerns regarding noise and parking. The petitioner responded that all noise is on the specific jobsite where the samples are collected instead of the office use on the subject property where they are only measuring samples. He added that all equipment will be stored inside an attached garage that is planned for the future building and that the proposed building setbacks will allow for ample parking spaces.

5. The Planning and Zoning Board *recommended* (5-0) that the City Council *approve* the request with the two conditions found in the staff report.

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

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NEW BUSINESS

1. Address: 1387 Prospect Avenue

**Case Number: 21-047-MAP
Public Hearing**

The petitioner is requesting a Map Amendment under Section 12-3-7 of the Zoning Ordinance to rezone the subject property from C-1, Neighborhood Commercial District to C-3, General Commercial District, and the approval of any other such variations, waivers, and zoning relief as may be necessary.

PIN: 09-29-228-034-0000
Petitioner: Taseen Atabbi, 1985 Berry Lane, Des Plaines, IL 60018
Owner: Adam M. Moghamis, 2385 Hammond Drive, Suite 6, Schaumburg, IL 60173

Chairman Szabo swore in Taseen Atabbi, Petitioner for the property located at 1387 Prospect Avenue, Des Plaines. Mr. Atabbi stated that he is an employee of Applied GeoScience, Inc. and they are requesting a zoning change to move their office and lab to 1387 Prospect Avenue. He explained the services they provide and the need for more space for their warehouse and lab than at their current location.

Chairman Szabo asked if the Board had any questions.

Member Saletnik asked if the new building will be one or two stories; will it have a mezzanine for offices. The petitioner stated that they need a higher ceiling for the garage and equipment and may need extra space for offices in a mezzanine.

Chairman Szabo asked how many soil boring vehicles do they have own; will the warehouse space hold two vehicles. The petitioner stated that they have one large soil boring vehicle that will fit in the warehouse space.

Member Veremis asked what percentage of space will be used by Applied GeoScience and how much will be leased. The petitioner stated that they will use all the space at some point and will be flexible at the beginning.

Chairman Szabo asked that the Staff Report be entered into record.

Issue: The petitioner, Taseen Atabbi, is requesting a Map Amendment from Section 12-3-7 of the Des Plaines Zoning Ordinance, as amended, to rezone the property at 1387 Prospect Avenue from C-1 Neighborhood Shopping District to C-3 General Commercial District.

Address: 1387 Prospect Avenue
Petitioner: Taseen Atabbi, 1985 Berry Lane, Des Plaines, IL 60018
Owner: Adam M. Moghamis, 2385 Hammond Dr, Suite 6, Schaumburg, IL 60173

Case Number: 21-036-CU-V
PIN: 09-29-228-034-0000

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Ward: #5, Alderman Carla Brookman

Existing Zoning: C-1 Neighborhood Shopping District

Existing Land Use: Vacant Lot

Surrounding Zoning: North: R-3, Townhouse Residential District
South: R-3, Townhouse Residential District
East: C-3, General Commercial District
West: R-1, Single Family Residential District

Surrounding Land Use: North: Multi-Unit Townhouse Buildings
South: Multi-Unit Townhouse Buildings
East: Vacant lot
West: Single Family Residence

Street Classification: Prospect Avenue and Chestnut Street are both local roads.

Comprehensive Plan: The Comprehensive Plan illustrates this site as commercial.

Zoning/Property History: Pursuant to City records, this property has been vacant.

The Commercial Bulk Matrix and Commercial Districts Use Matrix excerpt tables below detail some of the substantial differences in bulk regulations and allowable uses between the C-1 and C-3 districts.

Table 4 of Section 12-7-3, Commercial Districts Bulk Matrix

BULK CONTROLS	C-1	C-3
Max. Height	35 Feet	45 Feet
Min. Front Yard Setback - Adjacent Residential - Adjacent Other	Setback of adjacent residential district 5 Feet	
Min. Side Yard Setback - Adjacent Residential - Adjacent Other	Setback of adjacent residential district 5 Feet, if abutting street or alley	
Min. Rear Yard Setback - Adjacent Residential - Adjacent Other	25 ft. or 20% of lot depth, whichever is less 5 Feet	

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Excerpt from Table 3 of Section 12-7-3, Commercial Dists Use Matrix*

USES	C-1	C-3
Accessory off site parking lots	--	C
Alternative tobacco establishments	--	C ¹⁸
Animal clinic	C	P
Animal hospital	--	P
Artisanal retail establishments	--	p ¹⁴
Assisted living facility	--	C
Bed and breakfast	C	--
Body art establishments	--	C ²³
Brewpub	--	P
Childcare center with accessory dwelling unit	C ⁸	--
Commercial shopping center	--	P
Consumer lender	--	C
Domestic pet service	--	C ^{11,12}
Dry cleaners with plants on premises	--	P
Financial institutions	--	P
Food processing establishment	--	p ¹⁴
Grocery retail	--	P
Libraries, private	C	P
Massage establishments	--	C
Media broadcast stations	--	P
Media print establishments	--	P
Offices	C	P
Residential care homes, small	C	--
Restaurants: Class A or Class B	--	P
Schools, commercial	--	C
Taverns and lounges	C	P

*P= Permitted, C= Conditional; if use is neither P nor C, it is not possible in the district.

Compliance with the Comprehensive Plan

The proposed project, including the proposed the site improvements, address various goals and objectives of the 2019 Comprehensive Plan including the following aspects:

- **Future Land Use Plan:**

- The property is marked for commercial land use. The Future Land Use Plan strives to create a well-balanced development area with a healthy mixture of commercial and

December 14, 2021

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residential uses. The request would develop an existing vacant piece of land that is currently underutilized and provide additional services to Des Plaines residents.

- The subject property is located near the Mannheim Road commercial corridor with a mixture of single-family to multi-family residential and commercial uses. The proposal would develop a vacant property with a building that could accommodate multiple commercial uses in close proximity to a large number of residences.

Amendment Findings: Map Amendment requests are subject to the standards set forth in Section 12-3-7(E) of the 1998 City of Des Plaines Zoning Ordinance, as amended. In reviewing these standards, staff has the following comments:

A. 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:

Comment: The Comprehensive Plan strives to foster both retention and growth of retail, office, and service-oriented uses that primarily serve day-to-day needs of local residents. The subject property is located near Mannheim Road and has the potential to provide commercial services and office uses in close proximity to Des Plaines residents, contributing to a more pedestrian friendly environment. The rezoning will bring the entire property under a zoning district with more commercial use opportunities and that is consistent with surrounding development.

B. The proposed amendment is compatible with current conditions and the overall character of existing development in the immediate vicinity of the subject property:

Comment: The subject property is surrounded by a mix of commercial, and residentially-zoned properties. However, the properties directly east of the subject property are zoned C-3, General Commercial, which are compatible with the proposed map amendment for the subject property.

C. The proposed amendment is appropriate considering the adequacy of public facilities and services available to this subject property:

Comment: There are currently adequate public facilities available for the existing C-1, Neighborhood Shopping District zoned property to enable it to be rezoned to the C-3 General Commercial District.

D. The proposed amendment will have an adverse effect on the value of properties throughout the jurisdiction:

Comment: The proposal would make the subject property zoning consistent with similar C-3 zoned development in the area. This request would also allow for additional uses to be located on site thus promoting new business growth in the existing building.

E. The proposed amendment reflects responsible standards for development and growth:

Comment: The proposal strives to meet and exceed the responsible standards required for development and growth as it would allow for additional uses to locate on site. The request will lessen the barriers to entry for new retail, office, and service-oriented businesses to locate in Des Plaines at this site.

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PZB Procedure and Recommended Conditions: Under Section 12-3-7(D) (Procedure for Review and Decision for Amendments) 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 requests for a Map Amendment for the property at 1387 Prospect Avenue. The 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 12-3-7(D) (Standards for Amendments) of the Zoning Ordinance. If the PZB recommends and City Council ultimately approves the request, staff recommends the following conditions.

Conditions of Approval:

1. The petitioner shall provide complete architectural drawings, including a Site Plan, prepared by a design professional at time of building permit to show all proposed improvements on the property.
2. Such plans may need to be revised to meet all applicable City of Des Plaines codes.

Member Weaver asked if the property adjacent is an Accounting Office. Director Carlisle said yes, but will verify.

Chairman Szabo asked if there were any questions or comments from the audience.

Mr. David Lomblad, 1382 Prospect Avenue, asked how much noise will there be; this is a residential area; what are the hours of operation. The petitioner stated that the lab produces no noise and the office is part of the lab. Hours are 8-5 Monday-Friday with an occasional Saturday morning.

Ms. Maria Lomblad, 1382 Prospect Avenue, is excited about the plan; what is going to be the parking situation? The petitioner stated that equipment will be housed in the building garage; there are 25' setbacks so there will be ample parking for employees outside.

A motion was made by Board Member Saletnik, seconded by Board Member Hofherr, to approve a Map Amendment under Section 12-3-7 of the Zoning Ordinance to rezone the property at 1387 Prospect Avenue from C-1, Neighborhood Commercial District to C-3, General Commercial District, and the approval of any other such variations, waivers, and zoning relief as may be necessary with conditions as stated in the staff report.

AYES: Saletnik, Hofherr, Szabo, Veremis, Weaver

NAYES: None

ABSTAIN: None

*****MOTION CARRIED UNANIMOUSLY*****

CITY OF DES PLAINES

ORDINANCE Z - 1 - 22

**AN ORDINANCE APPROVING A ZONING MAP
AMENDMENT FOR 1387 PROSPECT AVENUE, DES
PLAINES, ILLINOIS.**

WHEREAS, Adam M. Moghamis ("**Owner**") is the owner of the property commonly known as 1387 Prospect Avenue, Des Plaines, Illinois ("**Subject Property**"); and

WHEREAS, the Subject Property is currently vacant and unimproved and located in the C-1 Neighborhood Shopping District ("**C-1 District**"); and

WHEREAS, the Owner desires to construct a multi-tenant building on the Subject Property for his office use and other future commercial uses; and

WHEREAS, pursuant to Section 12-7-3.K of the Des Plaines Zoning Ordinance, as amended, ("**Zoning Ordinance**") office uses are permitted in the C-1 General Commercial District ("**C-1 District**"), but only with a conditional use permit; and

WHEREAS, pursuant to Section 12-7-3.K of the Zoning Ordinance, office uses are permitted uses in the C-3 General Commercial District ("**C-3 District**"); and

WHEREAS, pursuant to Section 12-3-7 of the Zoning Ordinance, Tassen Atabbi ("**Petitioner**"), on behalf of and with the consent of the Owner, filed an application with the City for the approval of a map amendment to the "Zoning Map of the City of Des Plaines" ("**Zoning Map**") to rezone the Subject Property from the C-1 District to the C-3 District ("**Proposed Map Amendment**"); and

WHEREAS, within fifteen (15) days after the receipt thereof, the Petitioner's application was referred by the Department of Community and Economic Development to the Planning and Zoning Board of the City of Des Plaines ("**PZB**"); and

WHEREAS, within ninety (90) days after the date of the Petitioner's application, a public hearing was held by the PZB on December 14, 2021, pursuant to publication in the *Des Plaines Journal* on November 24, 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 competent testimony and received evidence with respect to how the Petitioner intended to satisfy and comply with the provisions of the Zoning Ordinance; and

WHEREAS, pursuant to Section 12-3-7 of the Zoning Ordinance, the PZB filed a written report with the City Council on December 27, 2021, summarizing the testimony and evidence received by the PZB and stating its recommendation, by a vote of 5-0, to approve the Proposed Map Amendment; and

WHEREAS, the Petitioner made representations to the PZB with respect to Requested Relief which representations are hereby found by the City Council to be material and upon which the City Council relies in approving the Proposed Map Amendment; and

WHEREAS, the City Council has considered the written report of the PZB, the applicable standards for map amendments and major variations set forth in the Zoning Ordinance, and the Community and Economic Development Staff Memorandum dated December 7, 2021, and has determined that it is in the best interest of the City and the public to approve the Proposed Map Amendment in accordance with the provisions of this Ordinance;

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

SECTION 1. RECITALS. The recitals set forth above are incorporated herein by reference and made a part hereof, the same constituting the factual basis for the approval of the Requested Relief.

SECTION 2. APPROVAL OF PROPOSED MAP AMENDMENT. Pursuant to Section 12-3-7 of the Zoning Ordinance, the City Council has considered the factors relevant to the approval of map amendments and has determined that the procedure for the review of map amendments has been satisfied. The City Council hereby approves the Proposed Map Amendment, and the Zoning Map is hereby amended to rezone the Subject Property from the C-1 District to the C-3 District.

SECTION 3. LEGAL DESCRIPTION OF SUBJECT PROPERTY. The Subject Property is legally described as:

LOTS 1 AND 2 AND THE 5 OF 6 TRACT OF LOT 3 OF BEREK I IN
BEKER'S ADDITION OF RIVERVIEW, A SUBDIVISION OF THE
SECTION ½ OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF
SECTION 23, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE
THIRD PRINCIPAL MERIDIAN.

PIN: 09-29-228-004-0000

Commonly known as 1387 Prospect Avenue, Des Plaines, Illinois.

SECTION 4. CONDITIONS OF APPROVAL. The approval of the Proposed Map Amendment granted pursuant to Section 3 of this Ordinance is expressly subject to and contingent upon compliance by the Petitioner and the Owner with each and all of the following conditions, all at the sole cost and expense of the Petitioner and the Owner:

- A. Complete architectural drawings, including a site plan, depicting all proposed improvements on the Subject Property and prepared by a design professional (“*Plans*”) must be submitted to the City with the building permit application; and
- B. Revisions to the Plans may be required in order to meet all applicable City codes and ordinances.

SECTION 5: 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 6: EFFECTIVE DATE. This Ordinance shall be in full force and effect after its passage and approval by the City Council and publication in pamphlet form in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this _____ day of _____, 2022.

APPROVED this _____ day of _____, 2022.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this
_____ day of _____, 2022.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Ordinance Approving Map Amendment from C-1 to C-3 for 1387 Prospect Avenue



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: January 6, 2022

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

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

Cc: Dorothy Wisniewski, Assistant City Manager/Director of Finance
Peter Friedman, Elrod Friedman, General Counsel
Stewart Weiss, Elrod Friedman, General Counsel

Subject: Waiver of Pre-Conditions of Financial Incentive Closing for Orchards at O'Hare Development and Authorization to Assign Financial Incentive Notes

Issue: O'Hare Real Estate LLC (ORE) is requesting to initiate the financial incentive closing ("**Closing**") as outlined in the Amended and Restated Development and Economic Incentive Agreement (the "**Development Agreement**") made with the City in July 2016 for the Orchards at O'Hare development approximately bounded by Mannheim Road, Higgins Road (the McDonald's property excluded), the Canadian National Rail Line, and the I-90 Tollway). However, the Development Agreement includes multiple pre-conditions ORE must satisfy before the Closing is allowed to occur, such as proof of a total project cost of at least \$28 million and evidence of lender commitments to finance construction of a car wash and freestanding restaurant. The developer reports a project cost to-date of just less than \$23 million because the car wash and restaurant have not been built, and the developer has not received lender commitments or proof of future project costs due to the ongoing COVID-19 pandemic. Given the extenuating circumstances, ORE requests the City waive these pre-conditions so that the financial incentive closing can occur.

In addition, ORE is proposing to transfer and assign the financial incentive notes to Pearlshire DP Development LLC, which because it is not a lender for the project requires the City Council's approval.

Analysis: Citing economic hardship, including the COVID-19 pandemic, ORE has not been able to complete all of the components of the development envisioned when the City approved the final planned unit development and development/incentive agreement in 2016. Although a hotel (Holiday Inn Express and Suites, 3001 Mannheim) and a gas station with convenience retail (BP, Dunkin' Donuts, and Which Wich) have been constructed and are occupied, the construction of (i) a drive-through carwash on the north side of the property adjacent to the I-90 Tollway and (ii) freestanding sit-down restaurant adjacent to Mannheim Road just north of Higgins Creek have not yet occurred. Further, the opening of a restaurant inside the Holiday Inn has not yet occurred.

As a result of these unfinished components, ORE was not prepared to close on the various financial incentives included in the Development Agreement. The components of the incentive package are (a) receiving a portion {00124357.2}

of the property tax increment generated from the “*Development Parcel*,” up to \$2 million (“*TIF Note*”); (b) a rebate of retail sales taxes generated by the Development Parcel, up to \$2 million (“*Sales Tax Note*”); and (c) a rebate of local hotel taxes, up to \$3.5 million (“*Hotel Tax Note*”). ORE has proposed to the City that by closing and activating the incentives now and by allowing ORE to assign the incentive notes, ORE will be able to free up sufficient capital to move forward with the unfinished components and to continually invest in and better maintain the Development Parcel. Attached Resolution R-18-22 does the following:

- Waives the pre-condition for a \$28 million total development cost breakdown and accepts a \$22.9 million amount (Section 12.D.2.c.i. of the incentive agreement) to account for the documented development costs incurred by ORE to-date;
- Waives the pre-condition for ORE to submit financing term sheets related to the proposed construction of a carwash and restaurant (Section 12.D.2.d); and
- Grants the City’s consent to assign the financial incentive notes to a party other than a lender providing financing to the project (Section 12.A.3.b.vi.).

However, R-18-22 also contains requirements that must be met before the Closing and assignment of the notes may occur. The City previously entered into a “Compliance and Temporary Abeyance of Enforcement Agreement,” which the City Council approved on November 15, 2021 and ORE has executed (“*Compliance Agreement*”). The Compliance Agreement allowed the operator of the Holiday Inn Express to conduct accessory commercial parking on the hotel parcel for up to 12 months without a zoning entitlement subject to various conditions, many of which have not been satisfied yet. To reinforce the Compliance Agreement, none of the Developer’s requested relief will be available or effective unless and until the following conditions have been satisfied:

- A fine for the zoning violation of non-permitted commercial parking (\$500) as well as approximately \$3,200 in property maintenance fines (i.e. litter) must be paid no less than five business days before the Closing; and
- The Development Parcel must pass a property inspection indicating full compliance with the terms of the Compliance Agreement one business day before the Closing.
- ORE must provide the City with documented evidence of good-faith efforts to market the undeveloped parcels for the purposes of a car wash and restaurant.
- The full property taxes for all PINs in the Development Parcel must be paid to the Cook County Treasurer no less than five business days before the proposed assignment date for the notes.

City Council Action: The Council may approve Resolution R-18-22 to waive the pre-conditions, to approve the assignment of the financial incentive notes, and to impose additional conditions. Collectively, these actions are intended to ensure compliance among the current components of the development and to unlock capital to continue to enhance and develop the site.

Attachments

Attachment 1: Project Cost Breakdown Submitted by ORE

Attachment 2: Section 12 of Amended and Restated Redevelopment and Economic Incentive Agreement

Resolution R-18-22

Exhibit A: Compliance and Temporary Abeyance of Enforcement Agreement

{00124357.2}

MASTER - SITE WORK

NAME AND ADDRESS	KIND OF WORK OR MATERIAL	ADJUSTED TOTAL CONTRACT (INC.EXTRAS & CREDITS)
O'hare Real Estate LLC	Master Site Work	3,456,754.40
1375 Remington Rd, Suite E	Construction	
Schaumburg, IL 60173		
O'hare Real Estate LLC	Land	1,918,364.00
1375 Remington Rd, Suite E		
Schaumburg, IL 60173		
O'hare Real Estate LLC	Soft Costs	921,607.19
1375 Remington Rd, Suite E		
Schaumburg, IL 60173		
O'hare Real Estate LLC	Loan Costs-LC	179,277.66
1375 Remington Rd, Suite E		
Schaumburg, IL 60173		
TOTAL		6,476,003.25

GAS STATION AND RETAIL

NAME AND ADDRESS	KIND OF WORK OR MATERIAL	ADJUSTED TOTAL CONTRACT (INC.EXTRAS & CREDITS)
Orchards Lot 6, LLC 1375 Remington Rd, Suite E Schaumburg, IL 60173	Gas Station/Mini- Mart Construction	2,180,720.50
Orchards Lot 6, LLC	FFE / OS&E / Imaging/POS	150,000.00
Orchards Lot 6, LLC	C-Store Equipment	75,000.00
TOTAL		2,405,720.50

HOTEL

Name	Kind of Work	Current Contract
Prominence O'Hare LLC	Hotel Building Construction	9,763,951.00
Prominence Hospitality Group LLC	FF&E / OS&E	284,573.16
BASK Development, Inc	FF&E / CCTV System	22,000.00
BASK Development, Inc	FF&E / Audio System	20,000.00
Prominence Hospitality Group LLC	FF&E / MPL Company	49,814.00
Prominence Hospitality Group LLC	FF&E / Mincey Marble	22,299.22
Prominence Hospitality Group LLC	FF&E / Global Hospitality	77,881.10
	Resources	
Prominence Hospitality Group LLC	FF&E / Vertically Integrated	315,716.39
	Projects	
Prominence O'Hare LLC	FF&E / Articon	85,684.31
Prominence Hospitality Group LLC	FF&E / Snowwhite	904,586.63
Prominence Hospitality Group LLC	FF&E / Snowwhite Public Areas	199,153.39
Lightowler Johnson Associates Inc	Soft Costs - Architectural Design	75,007.59
Prominence Hospitality Group LLC	Soft Costs - Permit Costs	78,880.00
Innovative Acquatic Design	Soft Costs - Pool Design Fees	6,000.00
Lyon & Caron LLP	Soft Costs - Legal Fees	-
Prominence O'Hare LLC	Soft Costs - Loan fees	188,493.00
	legal/closing fees Misc.	-
Prominence O'Hare LLC	Soft Costs - closing fees Misc.	88,783.40
Prominence O'Hare LLC	Soft Costs - Real Estate Taxes	81,212.92
Chicago Title	Processing fees - Taxes	275.00
Prominence O'Hare LLC	Softs costs Legal Misc.	33,011.83
Republic Bank of Chicago	Construction Interest (Oct 19)	608,422.88
Republic Bank of Chicago	Loan Fees	23,237.00
Prominence O'Hare LLC	Closing/Feasibility/Legal	
Prominence O'Hare LLC	Lot Acquisition + Lot Improvement	
Prominence O'Hare LLC	Contingency 5%	-
Prominence O'Hare LLC	Pre-Opening Wages	-
Prominence O'Hare LLC	Working Capital	-
Prominence O'Hare LLC	Other	-
Chicago Title	Draw Fees	7,500.00
OPPIDANusa	Site Inspection Fees	7,475.00
Equipment Leases	FFE & OSE Leases	653,410.00
LOC	Debt Increase	
		495,543.00
TOTAL		14,092,910.82

TOTAL PROJECT COST

Master/Whole Site	6,476,003.25
Mini Mart	2,405,720.50
Hotel	14,092,910.82

\$ 22,974,634.57

Default. If the funds remaining in the Letter of Credit are insufficient to repay fully the City for all costs and expenses, then the Developer shall upon demand of the City therefor deposit with the City any additional funds as the City determines are necessary, within 30 days of a request therefor, to fully repay such costs and expenses.

- C. **Maintenance Guarantee.** The Developer shall post a maintenance warranty in the amount of ten percent of the an amount equal to 125% of the Developer's engineer's estimate of costs to complete those Improvements that will either (1) be constructed on public property or the public right of way or (2) may be dedicated or conveyed to the City, as security for the performance of the Developer's obligations under this Agreement ("***Maintenance Guarantee***"). The Maintenance Guarantee shall be held by the City in escrow until the date that is eighteen months after the approval, and where appropriate, acceptance by the City of the Improvements pursuant to this Agreement. If the City is required to draw on the Maintenance Guarantee by reason of the Developer's failure to fulfill its obligations under this Agreement, then the Developer shall within 10 days thereafter cause the Maintenance Guarantee to be increased to its full original amount.

SECTION 12. FINANCIAL INCENTIVES.

A. TIF Financing.

1. **Redevelopment Project Costs.** As part of the construction of the Project, the Developer will pay certain costs identified as eligible redevelopment project costs by the TIF 7 Redevelopment Plan and Project. The Developer has provided a preliminary list of these costs, attached hereto as ***Exhibit G***. No less than 15 business days before the Financial Incentive Closing (defined below), the Developer must provide the City Representative with a revised list of redevelopment project costs. The amounts within the cost categories may be re-allocated by the Developer; provided, however, that the total amount of reimbursable Redevelopment Projects Costs may not exceed \$2,000,000. If all costs listed as final redevelopment project costs are eligible pursuant to the TIF Act and the TIF 7 Redevelopment Plan and Project, the City shall approve these costs and incorporate them into this Agreement as ***Exhibit G-1 ("Final Redevelopment Project Costs")***.
2. **Reimbursement for Redevelopment Project Costs.** The Parties acknowledge that the Developer will pay, or has paid, for some or all of the Redevelopment Project Costs. To provide for the reimbursement of the Redevelopment Project Costs, the Corporate Authorities shall execute and deliver to the Developer a note which shall contain the terms and provisions set forth in Section 12.A.3 of this Agreement and such other terms as may be mutually agreed to by the Parties, and shall be substantially in the form attached to this Agreement as ***Exhibit H ("TIF Note")***; provided, however, the City's agreement to reimburse Redevelopment Project Costs pursuant to the TIF Note shall not take effect until the date of the Financial Incentive Closing, on which date the TIF Note will be executed and delivered to the Developer by the City.
3. **Terms of TIF Note:** The principal amount of the TIF Note shall be the total Certified Costs advanced by the Developer and approved by the City pursuant to Section 12.A.7 of this Agreement, subject to the following limitations:

- a. The total amount of the Redevelopment Project Costs reimbursed by the City pursuant to the TIF Note and this Agreement may not exceed \$2,000,000.00 in total.
- b. The TIF Note will:
 - i. evidence the City's obligation to reimburse the Developer for the Redevelopment Project Costs, subject to and in accordance with this Agreement;
 - ii. bear no interest;
 - iii. have a maximum term not to exceed a date 20 years after date of execution of the TIF Note, after which time the City shall have no further obligation to reimburse the Developer for Redevelopment Project Costs under this Agreement or the TIF Note;
 - iv. be secured by the Pledged TIF Funds, as provided in this Agreement;
 - v. provide for payment of principal once per year on February 1, which annual payment shall not exceed the Pledged TIF Funds in the TIF 7 Fund, until the earlier of (i) the payment of the Certified Costs in full, or (ii) the termination of the City's obligation to reimburse the Developer for Certified Costs as described in Section 12.A.3.b.iii.
 - vi. be transferable or assignable only to a lender providing financing for the Project. Transfer or assignment of the TIF Note to any other party may only be made upon the City's written consent and will be subject to the City's sole and absolute discretion.

4. Deposit of Pledged TIF Funds in Account.

- a. For the purposes of this Section 12.A.4, "**Pledged TIF Funds**" shall be an amount equal to 25% of the Incremental Property Taxes deposited in the TIF 7 Fund after any disbursements the City is required to make to other taxing bodies pursuant to the TIF 7 IGA.
- b. The City shall deposit into an account ("**Account**") of the TIF 7 Fund the Pledged TIF Funds within 15 days after receipt thereof by the City.
- c. The Pledged TIF Funds shall be irrevocably pledged to the repayment of the amounts due under the TIF Note, as provided herein. In the City's sole discretion, the TIF Note may also be paid from proceeds of any bonds or other obligations issued by the City or any other sources available to the City and permitted by law to be used to make payments under the TIF Note; provided, however, that the Pledged TIF Funds shall not be reduced by the amount of such payments from other bond proceeds or obligations or other sources and the entire Pledged TIF Funds in the Account on February 1 of each year shall be used to pay principal on the TIF Note, as provided herein. Because the TIF 7 Fund is a special fund, the amounts deposited

in the Account shall be disbursed in accordance with this Agreement, the TIF Approval Ordinances, and the TIF Note without further action by the Corporate Authorities.

- d. All payments made by the City will be conducted through an automated clearing house ("**ACH**") direct deposit or by check as directed by the Developer, provided that the City shall not be required to issue a manual check outside of its normal warrant list approval process. The Developer will be responsible for providing to the City and maintaining current all pertinent account information to ensure successful processing of the Sales Tax Rebate payments.
5. Limited Obligation of the City. The Developer hereby acknowledges that the Pledged TIF Funds may be insufficient to cover the payment of all principal on the TIF Note. If the Pledged TIF Funds are insufficient to pay all the principal due under the TIF Note, the Developer hereby unconditionally acknowledges and agrees that it shall have no recourse against the City provided that all Pledged TIF Funds required to be deposited in the Account from time to time pursuant to the TIF Act and this Agreement have been deposited into the Account and the amount equal to the Pledged TIF Funds in each year has been used solely to pay amounts due under the TIF Note. The City shall be under no obligation to transfer funds from any other source, including transfers from other TIF Districts' funds or the City's general fund to pay the principal due under the TIF Note.
6. Submission of Certification Requests. To obtain reimbursement of Redevelopment Project Costs in accordance with the TIF Note, the Developer shall submit to the City a written request for certification of such Redevelopment Project Costs in the form attached as **Exhibit I** to this Agreement ("**Certification Request**"). The Developer may not submit (i) more than four Certification Requests in any calendar year (except with respect to the final Certification Request in which case Developer may submit more than four Certification Requests in a calendar year); or (ii) a Certification Request more than twelve (12) months after the last Redevelopment Project Costs have been paid by Developer. Each Certification Request shall be accompanied by (i) sworn statements and lien waivers for any material, fixtures, apparatus, machinery, services, or labor provided by any contractor, subcontractor, or other person or entity entitled to file a lien under the Mechanics Lien Act (770 ILCS 60/1) included in the Redevelopment Project Costs for which reimbursement is sought; (ii) bills, contracts, and invoices relative to the Redevelopment Project Costs; and (iii) other documents or information that the City shall reasonably require to evidence appropriate payment of Redevelopment Project Costs. To facilitate the certification of Redevelopment Project Costs as provided herein, the Developer shall (i) require its contractors, suppliers, and others with whom it enters into contracts for Redevelopment Project Costs to submit pay requests, invoices, and bills that include only amounts that are Redevelopment Project Costs; and (ii) take such other actions as are reasonably necessary or desirable to identify Redevelopment Project Costs separately from other costs. If the Developer does not fulfill its obligations as set forth in the preceding sentence, the City shall have no obligation to certify or reimburse the Developer for Redevelopment Project Costs that have not been separately identified as required herein until the requirements of this section have been satisfied.

7. Eligibility for Payment. Notwithstanding any other provision of this Agreement, the Developer shall be entitled to be reimbursed for Redevelopment Project Costs only if:
- a. The Developer, a party controlled by the Developer, or a party that has entered into a ground lease for a Sub-Parcel actually incurs such Redevelopment Project Costs;
 - b. Such Redevelopment Project Costs are also "redevelopment project costs" as defined in the TIF Act;
 - c. Such Redevelopment Project Costs are also Certified Costs (as defined in Section 12.A.8 of this Agreement);
 - d. For any Redevelopment Project Costs relating to the construction of the Improvements, City's Director of Engineering has determined that, based upon an inspection, these improvements have been completed in accordance with the Project Approvals and this Agreement;
 - e. Reimbursement is permitted pursuant to this Agreement, the Redevelopment Plan, and the TIF Act; and
 - f. The Developer is not in default or breach of any obligation under this Agreement which constitutes an Event of Default.
8. Review of Certification Requests. The City's Corporate Authorities shall approve or disapprove a Certification Request within 30 days after its submission. Within 21 days after approval of a Certification Request, the City shall adopt a resolution approving such certification ("**Certification Resolution**") identifying which Redevelopment Project Costs identified in the Certification Request have been approved for payment ("**Certified Costs**"). If the City finds an error or deficiency in any Certification Request, the City shall specify such error or deficiency in reasonable detail within 30 days after the date the City receives the Certification Request and the Developer shall be entitled to resubmit such Certification Request.

B. Sales Tax Rebate.

1. Sales Tax Rebate. The City will rebate to the Developer Pledged Sales Taxes up to a maximum amount of \$2,000,000 over the term of this Agreement in accordance with the terms of this Section 12.B ("**Sales Tax Rebate**"). For the purposes of this Section 12.B, "**Pledged Sales Tax Funds**" shall be an amount equal to 25% of the Municipal Sales Tax Revenue generated by the commercial uses developed on the Development Parcel in the previous calendar year.
2. Sales Tax Rebate Note. To provide for the remittance of the Sales Tax Rebate to the Developer, the Corporate Authorities shall execute and deliver to the Developer a note which shall contain the terms and provisions set forth in Section 12.B.3 of this Agreement and such other terms as may be mutually agreed to by the Parties, and which shall be substantially in the form attached to this Agreement as **Exhibit J ("Sales Tax Rebate Note")**; provided, however, the City's agreement

to pay the Sales Tax Rebate shall not take effect until the date of the Financial Incentive Closing, on which date the Sales Tax Rebate Note will be executed and delivered to the Developer by the City.

3. Terms of the Sales Tax Rebate Note. The terms of the Sales Tax Rebate Note will:

- a. evidence the City's obligation to annually remit to the Developer the Pledged Sales Tax Funds, subject to and in accordance with this Agreement;
- b. have a principal amount of \$2,000,000 and bear no interest;
- c. have a maximum term ending on December 31, 2038, after which time the City shall have no further obligation to pay the Developer the Sale Tax Rebate, even if any portion of the principal amount remains unpaid;
- d. provide for payment of principal once per year, no later than 120 days after the end of each Sales Tax Year. By that date the City shall pay the applicable Sales Tax Rebate for that particular Sales Tax Year to the Developer, based on the records of the Illinois Department of Revenue (IDOR). The City will allow the Developer to review and inspect all records and reports it received from the IDOR reflecting collections of the Pledged Sales Tax Funds from the Development Parcel. If, for any reason, the State of Illinois fails to distribute the Municipal Sales Tax revenue to the City in sufficient time for the City to make the annual payments, the City shall provide notice of that fact to the Developer. In that event, the City shall make the required Sales Tax Rebate payment no later than 60 days after the date on which the City actually receives the Municipal Sales Tax revenue due the City for the applicable Sales Tax Year ("**Annual Tax Rebate Payment Date**"). Payments of the Sales Tax Rebate that are delayed past the end of the calendar year due to actions of the State will accrue and be payable in the next calendar year through the term of the Sales Tax Rebate Note. If the City receives one or more partial Municipal Sales Tax distributions from the State of Illinois, the City will only be required to remit to the Developer the pro-rata portion of the Sales Tax Rebate attributable to each such partial payment. Regardless of the number or aggregate amount of such distributions, the City will be obligated to pay the Pledged Sales Tax Funds calculated based on the Municipal Sales Tax Revenue actually received.
- e. be transferable or assignable only to a lender providing financing for the Project. Transfer or assignment of the Sales Tax Rebate Note to any other party may only be made upon the City's written consent and will be subject to the City's sole and absolute discretion

All payments made by the City will be conducted through an automated clearing house ("**ACH**") direct deposit or by check as directed by the Developer, provided that the City shall not be required to issue a manual check outside of its normal warrant list approval process. The Developer will be responsible for providing to the City and maintaining current, or cause to be provided and maintained current,

all pertinent account information to ensure successful processing of the Sales Tax Rebate payments.

4. Change in the Law.

- a. The City and the Developer acknowledge and agree that the City's obligation to pay the Sales Tax Rebate to the Developer is predicated on existing State law governing the distribution of Sales Taxes to the City, including, without limitation, the Retailers' Occupation Tax Act. The City and the Developer further acknowledge that the General Assembly of the State of Illinois has, from time to time, considered proposals to modify or eliminate the distribution of Sales Taxes to Illinois municipalities. The City and the Developer make express provision for the effect of any change upon the operation of this Agreement in Section 12.B.4.b of this Agreement.
- b. In the event that the State of Illinois amends or repeals the Retailers' Occupation Tax Act or makes any other promulgation, enactment, or change that eliminates the distribution of Sales Taxes to the City, or otherwise alters the distribution formula in a manner that prevents the City and the Developer from determining with a reasonable degree of certainty the amount of the Municipal Sales Tax ("**Change in Law**"), the provisions of this Agreement with regard to Municipal Sales Tax generated from the Development Parcel on or after the effective date of the Change in Law shall automatically be terminated, and the City shall have no obligation whatsoever to pay to the Developer any of the Municipal Sales Tax generated on or after the effective date of the Change in Law, subject to the following. If, during what remains of the Term or within the period five years after the effective date of the Change in Law, whichever is longer, the State of Illinois effects another Change in Law that either results in the distribution of Sales Taxes to the City or allows the City and the Developer to determine with a reasonable degree of certainty the amount of the Municipal Sales Tax, the provisions of this Agreement with regard to Municipal Sales Tax generated from the Development Parcel shall automatically be reinstated and will continue for the period necessary for the Developer to receive Sales Tax Rebates for 10 full Sales Tax Years, subject to the maximum total rebate set forth in Section 12.B. The Parties agree to amend or release the Sales Tax Rebate Note to account for any Changes in Law.
- c. If a Change in Law results in replacement taxes for the Sales Taxes directly resulting from Gross Receipts of the commercial uses on the Development Parcel as contemplated hereunder, then, for purposes of this Agreement, the replacement taxes shall be defined as Sales Taxes, subject in all respects to the City's actual receipt of its portion of the replacement taxes as well as the City's authority under state law to provide for rebate of the replacement taxes, as contemplated herein.
- d. If there is a Change in Law, the parties will cooperate with each other to accomplish the intent of this Agreement as set forth in Section 12.B of this Agreement.

- e. No Guarantee. The parties acknowledge and agree that none of the terms, conditions, or provisions of this Agreement shall be construed, deemed, or interpreted as (1) a guarantee that the City will receive any Sales Taxes as a result of the operation of the commercial uses on the Development Parcel, or (2) a requirement or obligation by the Developer to generate Gross Receipts from the Development Parcel.
- f. Limited Liability. Notwithstanding any other provision of this Agreement to the contrary, the City's obligation to pay the Sales Tax Rebate payments shall not be a general debt of the City or a charge against its general credit or taxing powers, but shall be a special limited obligation payable solely out of the Pledged Sales Tax Funds. The Developer will have no right to, and agrees that it may not, compel any exercise of the taxing power of the City to pay the Sales Tax Rebate payments, and no execution of any claim, demand, cause of action or judgment may be levied upon or collected from the general credit, general funds or other property of the City (unless the City refuses to make the payment to the Developer from available Pledged Sales Tax Funds in violation of this Agreement). No recourse may be had for any payment pursuant to this Agreement against any past, present, or future director, member, elected or appointed officer, official, agent, representative, employee, or attorney of the City in his or her individual capacity.

C. **Hotel Tax Rebate.**

- 1. Hotel Tax Rebate. The City will rebate to the Developer Pledged Hotel Taxes up to a maximum amount of \$3,500,000 over the term of this Agreement in accordance with the terms of this Section 12.C ("**Hotel Tax Rebate**"). For the purposes of this Section 12.C, "**Pledged Hotel Tax Funds**" shall be an amount equal to 40% of the Hotel Tax Revenue generated by the operation of the Hotel on the Hotel Sub-Parcel each tax collection year. The Developer shall cause or require the Sub-Parcel Owner of the Hotel Parcel and any subsequent tenants or ground lessees of the Hotel Parcel to strictly comply with the tax collection and inspection of records provisions of Title 15, Chapters 4 (Hotel-Motel Operator's Occupation Tax) and 5 (O'Hare Corridor Privilege Tax Area) of the Des Plaines City Code, as the same may be amended from time to time.
- 2. Hotel Tax Rebate Note. To provide for the remittance of the Hotel Tax Rebate to the Developer, the Corporate Authorities shall execute and deliver to the Developer a note which shall contain the terms and provisions set forth in Section 12.C.3 of this Agreement and such other terms as may be mutually agreed to by the Parties, which shall be substantially in the form attached to this Agreement as **Exhibit K ("Hotel Tax Rebate Note")**; provided, however, the City's agreement to pay the Hotel Tax Rebate shall not take effect until the date of the Financial Incentive Closing, on which date the Hotel Tax Rebate Note will be executed and delivered to the Developer by the City.
- 3. Terms of the Hotel Tax Rebate Note. The terms of the Hotel Tax Rebate Note will:
 - a. evidence the City's obligation to annually remit to the Pledged Hotel Tax Funds, subject to and in accordance with this Agreement;

- b. have a principal amount of \$3,500,000 and bear no interest;
- c. have a maximum term ending on December 31, 2038, after which time the City shall have no further obligation to pay the Developer the Hotel Rebate, even if any portion of the principal amount remains unpaid;
- d. provide for payment of principal once per year, simultaneously with the payment of the Sales Tax Rebate on the Annual Tax Rebate Payment Date. Payments of the Hotel Tax Rebate that are delayed past the end of the calendar year due to actions of the tenant or ground lessee of the Hotel Parcel will accrue and be payable in the calendar year the Pledged Hotel Taxes are actually received by the City, through the term of the Hotel Tax Rebate Note; and
- e. be transferable or assignable only to a lender providing financing for the Project. Transfer or assignment of the Hotel Tax Rebate Note to any other party may only be made upon the City's written consent and will be subject to the City's sole and absolute discretion

All payments made by the City will be conducted through an automated clearing house ("**ACH**") direct deposit or by check as directed by the Developer, provided that the City shall not be required to issue a manual check outside of its normal warrant list approval process. The Developer will be responsible for providing to the City and maintaining current all pertinent account information to ensure successful processing of the Hotel Tax Rebate payments.

- 4. No Guarantee. The parties acknowledge and agree that none of the terms, conditions, or provisions of this Agreement shall be construed, deemed, or interpreted as a guarantee that the City will receive any Hotel Taxes as a result of the operation of the Hotel on the Hotel Sub-Parcel.
- 5. Limited Liability. Notwithstanding any other provision of this Agreement to the contrary, the City's obligation to pay the Hotel Tax Rebate payments shall not be a general debt of the City or a charge against its general credit or taxing powers, but shall be a special limited obligation payable solely out of the Pledged Hotel Tax Funds. The Developer will have no right to, and agrees that it may not, compel any exercise of the taxing power of the City to pay the Hotel Tax Rebate payments, and no execution of any claim, demand, cause of action or judgment may be levied upon or collected from the general credit, general funds or other property of the City (unless the City refuses to make the payment to the Developer from available Pledged Hotel Tax Funds in violation of this Agreement). No recourse may be had for any payment pursuant to this Agreement against any past, present, or future director, member, elected or appointed officer, official, agent, representative, employee, or attorney of the City in his or her individual capacity.
- 6. Change in Law. If at any time during the term of this Agreement and prior to the maturity date of the Hotel Tax Rebate Note, the City adopts legislative action to abate, reduce, or repeal either Hotel-Motel Operator's Occupation Tax or the City's O'Hare Corridor Privilege Tax, the City and the Developer shall meet and confer to determine a means of compensating the Developer for the loss of Pledged Hotel Tax Funds that it will not receive as a result of such proposed change in law and

shall enter into a binding amendment or addendum committing the City to provide such compensation.

D. Financial Incentive Closing.

1. The Financial Incentive Closing shall occur at a date and location mutually agreed to by the Parties, as soon as reasonably practicable after all of the conditions set forth in this Section 12.D of this Agreement have been satisfied.
2. Pre-conditions to Financial Incentive Closing. The Financial Incentive Closing shall occur only upon the satisfaction of each and all of the following conditions:
 - a. Not less than fifteen (15) days before the Financial Incentive Closing, the Developer shall provide to the City certified copies of its formation documents and good standing certificate issued by the appropriate governmental authority of the state of its formation, showing among other things, that Developer is authorized to do business in the State of Illinois. To the extent that any member of Developer is required to consent to the transactions contemplated hereunder, any such member which is an entity must also provide its formation documents to City. All such documents must be acceptable to the City Manager and the City's General Counsel.
 - b. Simultaneous with the Financial Incentive Closing, the Developer shall, at its sole cost and expense, provide certificates of incumbency and resolutions and consents necessary to undertake the development of the Project and all other actions reasonably necessary to comply with this Agreement. All such certifications and consents shall be accompanied by an opinion of Developer's counsel, addressing the due authorization of Developer and its members to enter into this Agreement and all agreements related hereto and to undertake such other matters as may be required hereunder. The form and substance of all documents required under this Section 12.D.2 must be acceptable to the City Manager and the City's General Counsel, and consistent with any Developer lender requirements.
 - c. Not less than fifteen (15) days before the Financial Incentive Closing, the Developer shall, at its sole cost and expense, provide to the City a cost breakdown for the development of the Project, certified by the Developer as true and complete to the best of its knowledge ("**Cost Breakdown**"). The Cost Breakdown shall:
 - i. show that all hard and soft costs of acquisition, design, engineering, construction, equipment and furnishing the Project are not less than \$28,000,000;
 - ii. itemize all TIF-eligible expenditures, in conformance with the Final Redevelopment Project Costs.
 - d. Not less than fifteen (15) days before the Financial Incentive Closing, the Developer shall at its sole cost and expense, obtain and provide to the City a written term sheet(s) from one or more lending institution(s) for a

construction loan agreeing to make a loan(s) to Developer, Sub-Parcel Owners, tenants or ground lessees of the Sub-Parcels in amounts that, together with capital and equity funds evidenced by the Developer and the Financial Incentives provided by the City, equals the amount necessary to pay all costs as certified under the Cost Breakdown. The written financing commitment and the adequacy of funds necessary to pay the Cost Breakdown shall be in such form and substance as acceptable to the City Manager.

- e. Not less than fifteen (15) days before the Financial Incentive Closing, the Developer shall present to the City letters of intent from a national or regional fast casual restaurant franchise and a nationally branded select service hotel chain indicating a commitment to develop the Restaurant Sub-Parcel and the Hotel Sub-Parcel respectively.
- f. The Developer shall be in compliance with all the terms and conditions of this Agreement, to be performed and/or observed by Developer, up until the time of the Financial Incentive Closing.

SECTION 13. LIABILITY AND INDEMNITY OF CITY.

- A. **City Review.** The Developer acknowledges and agrees that the City is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the City's review and approval of any plans for the Development Parcel or the Project or the issuance of any approvals, permits, certificates, or acceptances, for the development or use of the Development Parcel or the Project and that the City's review and approval of any such plans and the Project and issuance of any such approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Developer, or any of its heirs, successors, assigns, tenants, and licensees, or any third party, against damage or injury of any kind at any time.
- B. **City Procedure.** The Developer acknowledges and agrees that all notices, meetings, and hearings have been properly given and held by the City with respect to the approval of this Agreement and agrees not to challenge such approval on the grounds of any procedural infirmity or of any denial of any procedural right.
- C. **Indemnity.** The Developer agrees to, and does hereby, hold harmless and indemnify the City, the Corporate Authorities, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all third-party claims that may be asserted at any time against any of such parties in connection with (i) the City's review and approval of any plans for the Development Parcel; (ii) the issuance of any approval, permit, certificate or acceptance for the Project; (iii) the development, construction, maintenance or use of any portion of the Project up to and until the City has issued a Certificate of Completion for the Project; and (iv) the collection and distribution of amounts paid by the Developer pursuant to Section 12 of this Agreement. The indemnification granted by this Section 13.C shall not extend to third party claims arising from the City's breach of this Agreement or any untrue representation or warranty of the City.
- D. **No Personal Liability of Officials of the City.** No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any elected or

CITY OF DES PLAINES

RESOLUTION R - 18 - 22

**A RESOLUTION WAIVING ADDITIONAL CONDITIONS
OF FINANCIAL INCENTIVE CLOSING FOR ORCHARDS
AT O'HARE DEVELOPMENT AND AUTHORIZING THE
ASSIGNMENT OF FINANCIAL INCENTIVE NOTES.**

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, the Redevelopment Agreement requires that the transfer or assignment of the Financial Incentives to a party besides a lender providing financing to the Project may only occur with the City's written consent; and

WHEREAS, the Redevelopment Agreement requires ORE to satisfy certain conditions prior to the Financial Incentives becoming available to ORE, including (i) the presentation of a cost breakdown for the development of the Project certified by ORE demonstrating that all hard and soft costs of acquisition, design engineering, construction, equipment and furnishing the Project were not less than \$28,000,000; and (ii) the submission of financing term sheets related to the construction of the proposed car wash and restaurant on the Planned Development Property; and

WHEREAS, due to the ongoing COVID-19 pandemic, ORE has been unable to proceed with the construction of the proposed car wash and restaurant on the Planned Development Property, thereby reducing the overall cost of the Project to-date to approximately \$22,900,000; and

WHEREAS, ORE intends to proceed with the completion of the Project, including the construction of the proposed car wash and restaurant, but has requested that it nevertheless be allowed to (i) proceed with the “Financial Incentive Closing” described in the Redevelopment Agreement; and (ii) assign the right to receive the proceeds of Financial Incentives to a separate party in settlement of federal litigation which the City is not a party to (“***Requested Relief***”); and

WHEREAS, ORE has represented to the City that without the Requested Relief, it will be unable to complete the Project; and

WHEREAS, the City Council has determined that it is in the best interest of the City to grant ORE’s Requested Relief subject to the conditions and restrictions set forth in this resolution;

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

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

SECTION 2: WAIVER OF FINANCIAL INCENTIVE CLOSING CONDITIONS. The following pre-conditions to the occurrence of the Financial Incentive Closing are hereby waived by the City Council subject to ORE’s full and strict compliance with the conditions set forth in Section 4 of this Resolution:

A. The presentation of a cost breakdown for the development of the Project certified by ORE demonstrating that all hard and soft costs of acquisition, design engineering, construction, equipment and furnishing the Project were not less than \$28,000,000 as required by Subsection 12.D.2.c.i of the Redevelopment Agreement; and

B. The submission of financing term sheets related to the construction of the proposed car wash and restaurant on the Planned Development Property as required by Subsection 12.D.2.d of the Redevelopment Agreement.

SECTION 3: CONSENT TO ASSIGNMENT OF FINANCIAL INCENTIVES. The City Council hereby consents to and authorizes ORE to assign and transfer its rights to the Financial Incentives to Pearlshire DP Development LLC (“***Permitted Assignee***”), subject to ORE’s full and strict compliance with the conditions set forth in Section 4 of this Resolution. The City Manager will be authorized to execute such consents or approvals necessary to complete the assignment of the Financial Incentives to the Permitted Assignee only after ORE’s satisfaction and completion of all of the conditions set forth in Section 4.

SECTION 4: CONDITIONS OF REQUESTED RELIEF. The waivers and consents provided by the City Council in this Resolution are expressly subject to the following conditions and requirements:

A. Payment of all outstanding fines for violations of the City’s (i) Zoning Ordinance in the amount of \$500; and (ii) Property Maintenance Code in the amount of \$3,202.23, no less

than five business days before the Financial Incentive Closing, as required by the Compliance and Temporary Abeyance of Enforcement Agreement between the City and ORE dated as of November 23, 2021, (“***Compliance Agreement***”); and

B. Satisfactory completion of a property maintenance inspection of the Planned Development Property by City Code enforcement officials as required by the Compliance Agreement, no more than one business day before the Financial Incentive Closing. This inspection must confirm ORE’s compliance with the following requirements:

1. The limitation of non-accessory commercial parking to permanently stiped parking spaces; and
2. The removal of any accumulations of litter and debris from the entire Planned Development Property, including specifically in the native vegetation areas north of and around the convenience store and east of the hotel.

C. Provision of documentation that ORE has made good-faith efforts to market the undeveloped portions of the Planned Development Property, including specifically the parcels designated for redevelopment with a restaurant and car wash, for their intended purposes; and

D. Payment in full to the Cook County Treasurer of all real property taxes due and owing on all parcels that comprise the Planned Development Parcel no less than five business days before the proposed date of assignment of the Financial Incentives to the Permitted Assignee.

Failure to satisfy and comply with the respective conditions set forth in this Section 4 will relieve the City, its officials, officers, employees, agents or attorneys of any an all obligations to ORE, express or implied, arising from the waivers and consents granted herein, until such conditions are satisfied and completed.

[SIGNATURE PAGE TO FOLLOW]

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 _____, 2022.

APPROVED this ____ day of _____, 2022.

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 13th, 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

Rehan Zaid
Print Name

Its: Manager
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

Rehan Zaid
Print Name

Its: Manager
Title

**MEDIA SERVICES**

1420 Miner Street
 Des Plaines, IL 60016
 P: 847.391.5312
 desplaines.org

MEMORANDUM

Date: January 6, 2022

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

From: Jennie Vana, Media Services Director JV

Subject: Proposed 2022 Event Plan for City Council Discussion and Input

Issue: The City's strategic goals include embracing our diversity, creating a sense of community pride and offering engagement opportunities to our community. Media Services has developed a proposed plan for a portfolio of events, celebrating all of our residents to achieve those goals. We are seeking City Council review and input.

Analysis: The City of Des Plaines has historically hosted a variety of events and programs to engage the community. As part of strategic planning and the 2022 budget process, Council directed staff to develop a plan to best meet the needs of our community. Council approved \$150,000 for City-sponsored events in the FY22 budget. Staff took a strategic approach to developing this plan, conducting an analysis, which included evaluating available metrics, garnering input through a resident survey, reviewing City resources, considering other community events and more. As a result of these findings, we recommend the following Events Plan as a step in advancing the City's strategic goals. The Media Services team will analyze the results of the 2022 event program and will make longer-term recommendations for 2023 and beyond.

Existing Events Recommended for Continuation

<i>Event</i>	<i>Recom'd 2022 Date</i>	<i>Estimated Budget</i>
<i>Community Garage Sale</i> The City re-instated the Community Garage Sale in fall of 2021. We recommend moving this event to the Spring to coincide with spring cleaning and our proposed sustainability activities (see next page). The event would continue to be mostly digital.	April	Not to exceed \$2,000 (to include marketing and advertising costs)
<i>Taste of Des Plaines</i> The City's fun, family event creates an opportunity for our community to come together to celebrate the summer. Featuring live entertainment, games, a beer garden and local cuisine, we are looking forward to bringing everyone together again this summer. Enhancements for 2022: Include more teen-friendly acts and entertainment. Re-brand the Community Stage as our "World Stage" and program entertainment to incorporate diverse acts. Create additional photo opportunities that encourage guests to	June 17 & 18	\$60,000

engage/interact. This can help tie the community to the event and enhance future marketing efforts.		
<i>Independence Day Fireworks</i> After a long year of COVID precautions and limited events, the City Council re-instated the community fireworks display in 2021. The event was a huge success drawing thousands of attendees from Des Plaines and beyond. It was a great way to come together safely and celebrate our community and our nation. We recommend continuing with the event this year. Enhancements for 2022: With more time to plan, we can incorporate more refreshments, activities and entertainment for attendees.	July 1 (To be confirmed)	\$67,000
<i>Independence Day Parade</i> After two years off due to COVID, we recommend bringing back this local favorite. Enhancements for 2022: Incorporate diverse entertainment options to more accurately reflect the community.	July 4	\$25,000 - \$30,000 (does not include staff compensation)
<i>Holiday Tree Lighting Ceremony</i> The City kicks off the holiday season every December with a tree lighting ceremony. The event includes performances by local community groups and typically includes visits with Santa for the kids. Enhancements for 2022: Continue to build on the 2021 event enhancements to reflect our community diversity. Offer additional engagement opportunities for the families in attendance. Pending COVID protocols, re-introduce more Santa opportunities.	December 2	\$8,500 (to include entertainment, supplies, marketing)
<i>Tour Des Plaines (co-sponsored with Des Plaines History Center)</i> Community Bike Ride collaboration with Des Plaines History Center, highlighting history and landmarks in the City. After a successful first event this October, we've decided to continue this ride series giving the community a look at Des Plaines from a different perspective, their bikes! Sharing responsibilities for planning and logistics make this opportunity one that we can offer multiple times. We are looking to expand to two rides in 2022.	May & October	Staff compensation for police support
<i>Patriot Day</i> Recognize the first responders and all those who lost their lives in the attacks on September 11, 2001. Historically has included honor guard, speeches by chaplain, both chiefs, mayor, musical tributes, end of watch bell ringing.	September 11	\$0
Total: Not to Exceed \$167,500		

New Events Recommended for 2022

<i>Event</i>	<i>Recom'd 2022 Date</i>	<i>Estimated Budget</i>
<i>Beautify Des Plaines Campaign</i> This past fall, City Council approved resolutions that provide a framework for sustainability policy decisions. In conjunction with the Greenest Region Compact and the Climate Action Plan for the Chicago Region, we want to encourage more sustainable practices at home by offering activities for families throughout the month.	April (Earth Month)	Not to exceed \$3,500 (to include marketing, supplies, vendor fees) Page 2 of 3

<p>We recommend partnering with internal departments and several community organizations to build a sustainability campaign for the Spring.</p> <p>Example events could include: recycling events, community clean up, planting workshops, Public Works Arbor day celebration.</p>		
<p><i>Des Plaines Market</i></p> <p>In response to inquiries and requests to bring back a farmer's market, staff conducted research to evaluate the feasibility. The City experimented with a market in the past. Feedback indicated that the vendor offerings were not robust enough and times were not suitable for both vendors and visitors.</p> <p>Staff Recommendation: Partner with Bensidoun USA (manager/host of several local French Markets) to secure a variety of vendors and product offerings. The manager also has the expertise to recommend the best time and location in order to best position the City for success. Staff would bring a contract to City Council for approval.</p>	TBD	\$20,000 - \$25,000 (to include marketing, Public Works costs for installation of vendor stalls, supplies)
Total: Not to Exceed \$28,500		

Recommend Discontinuing Friday Nights Live

The weekly event series during the summer months (totaling ten) features local performers on a stage in Metropolitan Square. Overall, this event has not drawn the desired crowds and requires significant overhead and manpower costs, resulting in a very limited return on investment. Additionally, in 2021, the Des Plaines Park District began hosting a similar event—Live on the Lake. Hosting two similar events back to back in Des Plaines (Thursdays/Fridays) is redundant and could reduce the success of either/both events.

Staff Recommendation: Remove this from the calendar and focus on other initiatives.

New Events for 2023 and Beyond

Des Plaines Cultural Festival

We hope to engage the Mayor's ad hoc Diversity Committee and other local groups to help shape a community event celebrating our diversity.

Summary: This recommended plan builds on the successes of existing events and identifies new events that align with the City's and residents' priorities and interests, while considering effectiveness, professionalism, satisfaction, resources/cost and return on investment. Implementation of the recommended 2022 Events Plan is estimated between \$186,000 - \$196,000. Media Services will collect data and analyze the event structure and recommend additions or changes for 2023.

Recommendation: Discuss the proposed plan and provide direction.



HUMAN RESOURCES DEPARTMENT

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

MEMORANDUM

Date: January 18, 2022

To: Michael G. Bartholomew, City Manager

From: Becky Madison, Director of Human Resources *BAM*

Subject: Interlocal Agreement - Des Plaines Senior Center

Issue: For the City Council to approve the Interlocal Agreement between the City of Des Plaines and the Des Plaines Community Senior Center (a.k.a. the Frisbie Senior Center), as well as authorize advance subsidy funding in the amount of \$55,000 for the 2022 fiscal year.

Analysis: The Des Plaines Community Senior Center serves Des Plaines seniors through intellectually enriching, socially engaging, and physically energizing programs and volunteer opportunities. The intergovernmental relationship between the City, Senior Center and the Park District has been a very successful one which has benefitted many of the City's residents.

As historical background, the funding approved in prior years as well as budgeted amount for 2022 is as follows:

Year	City of Des Plaines	Des Plaines Park District
2014	\$40,000	\$30,000
2015	\$50,000	\$36,000
2016	\$50,000	\$36,000
2017	\$50,000	\$36,000
2018	\$50,000	\$36,000
2019	\$50,000	\$36,000
2020	\$55,000	\$36,000
2021	\$55,000	\$36,000
2022	\$55,000	\$38,400

Recommendation: I recommend that the City Council approve the Interlocal Agreement between the Des Plaines Community Senior Center and the City, as well as authorize subsidy funding in the budgeted amount of \$55,000 for the 2022 fiscal year.

Attachments:

Attachment 1: Resolution R - 19 - 22

Exhibit A: Interlocal Agreement

Attachment 2: 2021 Senior Center Funding Year-End Report

CITY OF DES PLAINES

RESOLUTION R - 19 - 22

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE DES PLAINES PARK DISTRICT AND THE DES PLAINES COMMUNITY SENIOR CENTER FOR THE PROVISION OF FUNDING FOR SERVICES.

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

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, encourages cooperation between governmental entities and agencies; and

WHEREAS, the City and the Des Plaines Park District ("**Park District**") desire to provide funding to the Des Plaines Community Senior Center ("**Senior Center**") to provide services to senior citizens in the City ("**Services**"); and

WHEREAS, the City, the Park District, the Senior Center desire to enter into an Interlocal Agreement ("**Agreement**"), pursuant to which Agreement the City will provide \$55,000 and the Park District will provide \$38,400 to the Senior Center for the provision of the Services in 2022; and

WHEREAS, the City Council has determined that it is in the best interest of the City to authorize the City Manager to execute, and City Clerk to attest, the Agreement;

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

SECTION 1: RECITALS. The recitals set forth above are incorporated here by reference.

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

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

SECTION 4: PAYMENT AUTHORIZATION. The City Council hereby authorizes the Director of Finance to issue payment, after execution of the final Agreement by the Park District, the Senior Center, and the City, to the Des Plaines Community Senior Center, 52 East Northwest Highway, Des Plaines, Illinois 60016, in the amount of \$55,000.

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 _____, 2022.

APPROVED this ____ day of _____, 2022.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Senior Center Agreement Funding 2022

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF DES PLAINES,
THE DES PLAINES PARK DISTRICT AND THE DES PLAINES COMMUNITY
SENIOR CENTER FOR THE PROVISION AND FUNDING OF SERVICES**

THIS AGREEMENT, entered into between the City of Des Plaines (hereinafter “City”), the Des Plaines Park District (hereinafter “Park District”), and the Des Plaines Community Senior Center, also known as the Frisbie Senior Center (hereinafter “Senior Center”) (collectively, the City, the Park District, and the Senior Center are the "Parties"), provides as follows:

WHEREAS, this Agreement is entered into pursuant to the Intergovernmental Cooperation provisions of Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*; and

WHEREAS, the City and the Park District desire to provide funding to the Senior Center for the provision by the Senior Center of certain programming and services to senior citizens ("Programs and Services"), and the Senior Center desires to receive such funding from the City and the Park District to provide the Programming and Services;

NOW THEREFORE, the City, the Park District and the Senior Center hereby agree as follows:

1. The recitals as set forth above are incorporated into the body of this Agreement as if fully set forth herein.
2. The City shall provide \$55,000 and the Park District shall provide \$38,400 to the Senior Center for the provision of the Programs and Services in 2022. At the conclusion of the fiscal year, the Senior Center shall provide the City and the Park District with an accounting of the funds expended on the Programs and the Services.
3. Prior Interlocal Agreements between the Parties for the provision and funding of services, including without limitation those Interlocal Agreements approved by the City Council by the adoption of Resolutions R-18-05 and R-37-05, shall remain in full force and effect to the extent not inconsistent herewith.
4. On an annual basis, the Parties will: (a) review the Programs and Services that were funded by the City and the Park District during the prior year, and (b) will agree to the Programs and Services to be funded by the City and the Park District during the upcoming year. The City may restrict use of City funding to Programs and Services that are the same as, or comparable to, Programs and Services funded by the City during prior years, all as determined by the City Manager or his designee. The Parties hereto agree that the Park District funding is restricted to recreational Programs and Services as determined by the Park District Director or his designee that is an official board member of the Senior Center. Notice of any change(s) to the Programs and Services shall be made in writing 60 days prior to effective date of the change(s).
5. The Senior Center Staff shall provide the City and Park District periodic reports on not less than a semiannual basis, which reports shall include the number of Des Plaines residents served by the Senior Center. The Senior Center shall, at a time and date mutually agreed upon by the Parties, make an annual presentation to both the City and the Park District

regarding the Programs and Services delivered by the Senior Center using City and Park District funds.

6. The Senior Center will acknowledge the City and Park District's funding support as Diamond Level Sponsors in its monthly newsletter, materials both paper and electronic, and any publicity efforts or promotional vehicles as reasonably identified by the respective Parties. The City will continue to provide refuse pickup and landscaping services to the Senior Center as previously agreed under separate agreements.
7. This Agreement shall be controlled by the law of the State of Illinois and the venue for any disputes that arise hereunder shall be in the Circuit Court of Cook County Illinois, Second Municipal District.
8. This Agreement shall be binding upon the parties, their successors, and/or assigns, and may not be terminated or restricted except in accordance with the provisions of this Agreement and by a writing executed by both parties.
9. This Agreement may be terminated by any of the Parties by written notice to the other Parties dated at least 90 days prior to the effective date of termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and by executing this Agreement, the parties do hereby affirmatively state that they have been given full authority by their respective governing bodies to execute this Agreement.

CITY OF DES PLAINES

DES PLAINES PARK DISTRICT

By: _____
Its: City Manager

By: _____
Its: _____

Date: _____

Date: _____

ATTEST:

ATTEST:

Its: City Clerk

Its: _____

DES PLAINES COMMUNITY
SENIOR CENTER

By: _____
Its: _____

Date: _____

ATTEST:

Its: _____

DES PLAINES COMMUNITY SENIOR CENTER

City of Des Plaines

2021 Year-End Grant Report

Introduction

In January of 2021 the City of Des Plaines awarded a \$55,000 grant (R-23-21) to the Des Plaines Community Senior Center in support of programming services offered at the Frisbie Senior Center. The following report provides an overview of the outcomes as well as information about persons served in 2021.

Use of Funds

The Des Plaines Community Senior Center (DPCSC) continues to carry out its mission of serving active people through intellectually enriching, socially engaging, and physically energizing programs and volunteer opportunities. The organization's membership of approximately 800 individuals and various daily users benefit from well over 75 monthly offerings, many of which occur on a weekly or bi-weekly basis. Programs and services offered at the Frisbie Senior Center (FSC) include, but are not limited to: daily social and recreational activities; on-going educational programming; planned day trips and extended trips; resource referral and linkage; one-to-one counseling options, focusing on health, legal, employment, and a host of other topics; assistance with determining eligibility for and enrolling in federal, state, county, and municipal benefits programs; and access to a Veterans' Affairs representative twice a month, through an on-site VA office. The funding provided by the City of Des Plaines is used to support the some of the aforementioned programs and services.

Please note that due to the COVID-19 pandemic, all offerings through the DPCSC were scaled back at various points of time due to mitigation efforts dictated by the Illinois Department of Public Health; organizational activities in 2021 continue to be an anomaly from pre-pandemic utilization.

Organizational and Program Changes

As previously reported in its "2021 Mid-Year Grant Report", the DPCSC experienced the resignation/departure of its Social Worker. Efforts were undertaken to recruit, interview and subsequently hire for this open position, resulting with the on-boarding of a new employee in August of 2021.

Accomplishments & Encountered Problems

The Des Plaines Community Senior Center provides a vibrant and action-filled environment for residents aging at home, but in need of somewhere to socialize and interact with persons of the same demographic. The Center's program portfolio has nearly returned to the same amount of offerings as prior to the onset of the COVID-19 pandemic. This has been a result of very concerted efforts to implement effective mitigation strategies, coordinate vaccination clinics for the local community and the continued monitoring of virus case counts and subsequent hospitalization rates, especially considering the demographic the organization serves and the heightened risk COVID-19 presents.

Aside from the aforementioned pandemic-related initiatives, the DPCSC also celebrates the following accomplishments from 2021:

- re-introduced and/or ramped up available programs and services in order to support older persons “aging in place” and to help stave off the effects of isolation;
- provided services and supports to the community-at-large when other entities – local government and non-profit organizations alike – were unable to support unique needs of older adults;
- navigated the adverse financial impacts resulting from the COVID-19 business closures/suspension and established a stable foundation for 2022 operations;
- and the Center’s Board of Director’s initiated an in-depth strategic planning initiative, whereby a planning document for 2022 – 2024 will be adopted in January of 2022.

Goals for Next Reporting Period

The Des Plaines Community Senior Center continues to serve its members/users through a variety of on-site and virtual engagements. For the 2022 calendar year, the following goals have been established:

- continue to planfully operate on-site programming, while adhering to relevant and imposed COVID-19 mitigation strategies;
- continue to recruit additional volunteers to support general operations as well as social enterprise;
- and evaluate the need and prospective utilization for re-engaging programs and services during some evening hours.

Working toward these goals will continue to support the organization’s mission, while providing an opportunity for the Des Plaines Community Senior Center to enhance its support of older adults living in Des Plaines.

As the Des Plaines Community Senior Center continues to provide much-needed programming and services for older adults “aging in place”, it remains committed to continued partnership with the City of Des Plaines to serve its residents. As a result, the DPCSC requested \$55,000 in funding for 2022 in order to continue to provide the aforementioned supports. Operationally, the Center will continue to monitor trends associated with the COVID-19 pandemic, and make adjustments and modifications as necessary. Regardless, the DPCSC remains committed to supporting the needs of older local residents, especially during these very trying times.

Conclusion

The City of Des Plaines’s continued investment in the Des Plaines Community Senior Center reinforces a variety of senior programming and services as well as outreach activities to older adults living in the immediate community. Through this continued partnership, the Des Plaines Community Senior Center looks forward to providing on-going social engagement, recreational opportunities, resource coordination, and other outreach activities for seniors living in Des Plaines.



HUMAN RESOURCES DEPARTMENT

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

MEMORANDUM

Date: January 18, 2022

To: Michael G. Bartholomew, City Manager

From: Becky Madison, Director of Human Resources *BAM*

Subject: Interlocal Agreement - Meals on Wheels Program

Issue: For the City Council to approve the Interlocal Agreement between the City of Des Plaines and the Des Plaines Community Senior Center (a.k.a. the Frisbie Senior Center) to provide the Meals on Wheels program, as well as authorize subsidy funding in the budgeted amount of \$40,000 for the 2022 fiscal year.

Analysis: During the 2022 Budget deliberations the Des Plaines Community Senior Center requested a \$40,000 subsidy from the City for the Meals on Wheels program, which was approved by the City Council. The Meals on Wheels program continues to sustain aging-at-home practices, provide critical nourishment for program participants, and maintain necessary outreach and monitoring for the City's most vulnerable residents. As historical background, the funding approved in prior years is as follows:

Year	City of Des Plaines
2013	\$35,000
2014	\$35,000
2015	\$37,500
2016	\$37,500
2017	\$37,500
2018	\$37,500
2019	\$37,500
2020	\$40,000
2021	\$40,000
2022 Budget	\$40,000

Recommendation: I recommend that the City Council approve the Interlocal Agreement between the City of Des Plaines and the Des Plaines Community Senior Center to provide the Meals on Wheels program, as well as authorize subsidy funding in the budgeted amount of \$40,000 for the 2022 fiscal year.

Attachments:

Attachment 1: Resolution R- 20 - 22

Exhibit A: Interlocal Agreement

Attachment 2: 2021 Year-End Report - Meals on Wheels Program

CITY OF DES PLAINES

RESOLUTION R - 20 - 22

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE DES PLAINES COMMUNITY SENIOR CENTER FOR THE PROVISION OF FUNDING FOR THE MEALS ON WHEELS PROGRAM.

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

WHEREAS, the City desires to provide funding to the Des Plaines Community Senior Center ("**Senior Center**") to administer the Meals on Wheels program ("**Program**") for residents of the City; and

WHEREAS, the City has appropriated \$40,000 during the 2022 fiscal year for use by the Senior Center for the Program; and

WHEREAS, the City Council has determined that it is in the best interest of the City to authorize the City Manager to execute, and City Clerk to attest, an Interlocal Agreement between the City and the Senior Center ("**Agreement**"), pursuant to which Agreement the City will provide \$40,000 to the Senior Center for the Program;

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 recitals set forth above are incorporated here by reference.

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

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

SECTION 4: PAYMENT AUTHORIZATION. The City Council hereby authorizes the Director of Finance to issue payment, after execution of the final Agreement by the Senior Center and the City, to the Des Plaines Community Senior Center, 52 East Northwest Highway, Des Plaines, Illinois 60016, in the amount of \$40,000.

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED this ____ day of _____, 2022.

APPROVED this ____ day of _____, 2022.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Senior Center Agreement Meals on Wheels Funding 2022

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF DES PLAINES AND THE
DES PLAINES COMMUNITY SENIOR CENTER FOR THE PROVISION AND
FUNDING OF THE MEALS ON WHEELS PROGRAM**

THIS AGREEMENT, entered into between the City of Des Plaines (hereinafter “City”) and the Des Plaines Community Senior Center (hereinafter “Senior Center”) also known as the Frisbie Senior Center, provide as follows:

WHEREAS, this Agreement is entered into pursuant to the Intergovernmental Cooperation provisions of Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq. and Public Act 91-0424; and

WHEREAS, the City and the Senior Center are the Parties to this Agreement and have agreed for the provision and funding of services, by the City to the Senior Center for providing Meals on Wheels programming; and

WHEREAS, the City and the Senior Center, in an effort to more effectively and efficiently administer the Meals on Wheels program, enter into this agreement;

NOW THEREFORE, the City and the Senior Center agree as follows:

1. The recitals as set forth above are incorporated into the body of this Agreement as if fully set forth herein.
2. The City shall pay \$40,000 in 2022 to the Senior Center for the Meals on Wheels programming provided by the Senior Center to the Des Plaines community. At the conclusion of each program year, the Senior Center shall provide an accounting of the funds expended for the Meals on Wheels program.
3. The Senior Center shall provide the City with periodic reports at the City’s request, but in no case shall the reports be made on less than an annual basis. Such reports shall include the number of Des Plaines residents served by the Meals on Wheels program. The Senior Center shall, at a time and date mutually agreed, make an annual presentation to the City regarding the Meals on Wheels program resulting from the funding provided.
4. In the event that the number of prospective participants exceeds the amount of funding provided for the Meals on Wheels program, the Senior Center shall have the ability to limit the number of participants in the program. The Senior Center shall provide written notice of the decision to cap program participation to the City.
5. The Senior Center will acknowledge the City’s funding support in program materials, publicity efforts, and other promotional materials, both paper and electronic, as reasonably identified by the respective Staffs of the Parties.

6. The City shall utilize its Geographic Information System (GIS) to produce and provide delivery route maps to the Senior Center upon request, provided reasonable notice for such request is made.
7. This Agreement shall be controlled by the governing law of the State of Illinois and the venue for any disputes that arise hereunder shall be in the Circuit Court of Cook County Illinois, Second Municipal District.
8. This Agreement shall be binding upon the parties, their successors, and/or assigns, and may not be terminated or restricted except in accordance with the provisions of this Agreement and by a writing executed by both parties.
9. Nothing in this Agreement shall purport to terminate, restrict, extend, or otherwise modify commitments previously agreed to by separate Agreement between the Parties.
10. This Agreement may be terminated by a written notice dated at least 90 days prior to the effective date of termination. In the event that this provision is invoked by either Party, a joint letter advising of the termination signed by both Parties shall be developed to inform participants in the program.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and by executing this Agreement, the parties do hereby affirmatively state that they have been given full authority by their respective governing bodies to execute this Agreement.

CITY OF DES PLAINES

DES PLAINES COMMUNITY
SENIOR CENTER

By: _____
Its: City Manager

By: _____
Its: _____

Date: _____

Date: _____

ATTEST:

ATTEST:

Its: City Clerk

Its: _____

Legal\Agreements\Senior Center Meals On Wheels Agreement 2022

DES PLAINES COMMUNITY SENIOR CENTER

City of Des Plaines – Meals on Wheels Program

2021 Year-End Grant Report

Introduction

In January of 2021, the City of Des Plaines awarded a \$40,000 grant (R-24-21) to the Des Plaines Community Senior Center for administering the Meals on Wheels program throughout the 2021 calendar year. The following report provides an overview of this program and its outcomes as well as information about persons served in 2021.

Progress of Funded Program

The Meals on Wheels program, administered by the Des Plaines Community Senior Center (DPCSC) provides a hot, nutritionally balanced meal for home-bound seniors, age 60 and older, who are unable to prepare their own meals. The program operates every week, Monday through Friday; the only exceptions are seven identified holidays per calendar year and the occasional day when weather conditions pose significant risk to those delivering meals. A social worker conducts in-home assessments to determine initial eligibility, and communicates with the participant's doctor to identify any specific dietary needs/limitations (please note that in-person interactions have been temporarily suspended due to the COVID-19 pandemic). For the majority of 2021, five (5) "flash frozen" meals were prepared by a local caterer and then delivered to each program participant on a weekly basis as commercial kitchen operations supporting these types of programs are slowly coming back on-line; daily hot meal delivery resumed in November. There is a \$6.00 charge per meal, which directly offsets the cost of preparing the meals. Aside from the amount of time that needs to be dedicated to regular communication with program participants and volunteers, most efforts are directed at responding to the variety of changes (e.g. schedule of need, diet, and cancellation/initiation) and nuances that are encountered on a daily basis.

Over the course of 2021, the program has served 33 different individuals. The program's Social Worker has conducted fifteen (15) assessments and zero (0) reassessments in that timeframe. In-home re-assessments remain paused due to the COVID-19 pandemic, however re-assessments will be conducted via telephone beginning in 2022. Below is a breakdown of participants by month, which includes total meals prepared/delivered:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
# of Participants	17	17	20	20	22	15	15	17	16	16	19	16
Total Meals	283	315	391	369	335	300	286	293	327	286	250	289

Several factors can contribute to the fluctuation in participation, including but not limited to short-term, inpatient hospital care, seasonality transition to assisted living facilities, and death. Compared to the same timeframe in 2020, there has been a drop-off in utilization of this program, directly related to pandemic related circumstances. With the return to daily hot meal delivery, it is hoped that program utilization will increase and return to near pre-

pandemic levels by the end of 2022. Continued efforts will be made to monitor the program's performance. Additionally, the DPCSC will continue to work with the city to actively market and promote this program to residents of Des Plaines.

Organizational and Program Changes

There are no organizational changes to report at this time.

As previously reported in its "2021 Mid-Year Grant Report", the Center intended to return to daily hot meal delivery in September of 2021; in reality, this occurred during the 2nd week of November. Given the challenges with the previous foodservice provider's (Catholic Charities) decision to suspend commercial kitchen operations that support home-delivered meal programs, the Center has identified a new provider – Meals on Wheels of Northeastern Illinois – to fill this void. After some hiccups with initial logistics and implementation of new procedures with meal ordering, the program seems to be operating well. Continued monitoring will occur to ensure any issues/challenges are addressed promptly.

Goals for Next Reporting Period

The Des Plaines Community Senior Center continues to administer this much needed program for the City's most fragile citizens in a cost-effective manner. DPCSC administrators maintain on-going dialogue with city representatives as well as the meal vendor to review program outcomes and effectiveness. The DPCSC intends to request \$40,000 in funding for FY22 in order to continue the administrative activities of carrying out the Meals on Wheels program on behalf of the City of Des Plaines.

Conclusion

The City of Des Plaines' support of the Meals on Wheels program, administered by the Des Plaines Community Senior Center, continues to sustain aging-at-home practices, provide critical nourishment for program participants, and maintain necessary outreach and monitoring for the city's most vulnerable residents. The Des Plaines Community Senior Center appreciates the support it has received and looks forward to a continued partnership with the City, supporting the Meals on Wheels program, well into the future.

Des Plaines Community Senior Center
 Meals on Wheels Program
Year-To-Date Expenditure Report
January 1, 2021 - December 31, 2021

Direct Cost

Personnel		
Program Manager (MSW)		\$28,310.00
Finance Manager		\$6,336.00
Volunteers		\$536.00
Emergency Meal Kits (20 clients)		\$650.00
Supplies		\$964.00
Postage		\$396.00
Telephone		\$531.00

Total Direct Cost	<u>\$37,723.00</u>
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Indirect Cost

Insurance		\$494.00
GL	\$226.00	
WC	\$186.00	
DO	\$82.00	
Utilities		\$1,541.00
Audit		\$242.00

Total Indirect Cost	<u>\$2,277.00</u>
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Total Cost	<u><u>\$40,000.00</u></u>
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HUMAN RESOURCES DEPARTMENT

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

MEMORANDUM

Date: January 18, 2022

To: Michael G. Bartholomew, City Manager

From: Becky Madison, Director of Human Resources *BAM*

Subject: Interlocal Agreement - Des Plaines Senior Center

Issue: For the City Council to approve the Interlocal Agreement between the City of Des Plaines and the Des Plaines Community Senior Center (a.k.a. the Frisbie Senior Center), as well as authorize an annual subsidy funding in the amount of \$41,500.

Analysis: Senior centers serve as a gateway to the nation's aging network by connecting older adults to community services that can help them stay healthy and independent. To maintain operations, senior centers must leverage resources from a variety of sources such as federal, state and local governments. Des Plaines is experiencing and will continue to experience through 2030 an increase in residents over age 55. This translates to the largest demographic shift over the shortest time period and triggers the need for increased senior specific services.

The Des Plaines Community Senior Center serves Des Plaines seniors through intellectually enriching, socially engaging, and physically energizing programs and volunteer opportunities. They offer a wide variety of services, such as daily social and recreational activities, on-going educational programming, one on one counseling options focusing on health, legal, employment, as well as others. The Senior Center works closely with the Health and Human Services Division (HHS) of the City. Over the past several years the City of Des Plaines has partnered with the Senior Center on the meals on wheels program, which has been very successful for the City. Through these intergovernmental partnerships the City along with the Senior Center are able to provide efficient and effective services to our residents.

In 2017, the City Council approved an agreement with the Senior Center to provide additional services that have been previously provided by the City. Some of the services that have been offered include the following:

- Health Screenings
 - Blood pressure (2x per month)
 - Cholesterol (monthly)
 - Balance (monthly)
 - Flu shots (2x per year)
 - Hearing
 - Podiatrist
- Health Presentations

- “Lunch & Learn” Senior Health Talk (monthly)
- “Ask the Pharmacist – Brown Bag” (quarterly)
- Shingles (annually)
- Dental health (bi-annually)
- Take Charge of Your Health
- Support Groups
 - Parkinson’s Disease (monthly)
 - Caregivers Support Group (monthly)
 - Diabetes
 - Various w/ mental health focus
- Referrals
 - Senior-related services
 - Housing
 - In-home support
 - Rehabilitation
 - Miscellaneous local resources and assistance programs
- City Services
 - Benefits Access*
 - Access to Care*
 - Handicap Placards*
 - Subsidized Taxi Ride Program*
 - Emergency Assistance*

**Frisbie Senior Center staff has a general understanding of processes/procedures as a result of a past internship in the City’s Health and Human Services Department.*

The cost of providing this service is \$41,500, which the City has agreed to fund on an annual basis.

Recommendation: I recommend that the City Council approve the Interlocal Agreement between the Des Plaines Community Senior Center and the City, as well as authorize subsidy funding in the amount of \$41,500 for the 2022 fiscal year.

Attachments:

Attachment 1: Resolution R - 21 - 22

Exhibit A: Interlocal Agreement

Attachment 2: 2021 HHS Year-End Report

CITY OF DES PLAINES

RESOLUTION R - 21 - 22

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE DES PLAINES COMMUNITY SENIOR CENTER FOR THE PROVISION OF FUNDING FOR HEALTH AND SUPPORT SERVICES.

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

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, encourages cooperation between governmental entities and agencies; and

WHEREAS, the City previously employed a community health nurse ("**Community Health Nurse**") who provided vital services to Seniors; and

WHEREAS, in order to continue to provide services similar to those provided by the Community Health Nurse, the City desires to provide funding to the Des Plaines Community Senior Center ("**Senior Center**") to provide additional health and support services to Seniors ("**Health and Support Services**"); and

WHEREAS, the City appropriated \$41,500 for use by the Senior Center to provide the Health and Support Services during the 2022 fiscal year; and

WHEREAS, the City Council has determined that it is in the best interest of the City to authorize the City Manager to execute, and City Clerk to attest, an Interlocal Agreement between the City and the Senior Center ("**Agreement**"), under which Agreement the City will provide \$41,500 in fiscal year 2022 to the Senior Center for the Health and Support Services;

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

SECTION 1: RECITALS. The recitals set forth above are incorporated here by reference.

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

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

SECTION 4: PAYMENT AUTHORIZATION. The City Council hereby authorizes the Director of Finance to issue payment, after execution of the final Agreement by the Senior Center and the City, to the Des Plaines Community Senior Center, 52 East Northwest Highway, Des Plaines, Illinois 60016, in the amount of \$41,500 for fiscal year 2022.

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 _____, 2022.

APPROVED this ____ day of _____, 2022.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Senior Center Agreement Funding 2022 – Additional Services

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF DES PLAINES AND THE
DES PLAINES COMMUNITY SENIOR CENTER FOR THE PROVISION AND
FUNDING OF HEALTH AND SUPPORT SERVICES**

THIS AGREEMENT, entered into between the City of Des Plaines (hereinafter “City”) and the Des Plaines Community Senior Center, also known as the Frisbie Senior Center (hereinafter “Senior Center”) (collectively, the City and the Senior Center are the "Parties"), provides as follows:

WHEREAS, this Agreement is entered into pursuant to the Intergovernmental Cooperation provisions of Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*; and

WHEREAS, on January 18, 2022, the City, the City of Des Plaines Park District (“Park District”), and the Senior Center entered into an agreement for the provision of programs and services (“Services”) whereby the City and Park District provide funding for the Services; and

WHEREAS, the City desires to provide additional funding to the Senior Center for the provision by the Senior Center of additional programming and services to senior citizens ("Additional Services"), which Additional Services more fully described in Exhibit I, incorporated by reference herein; and

WHEREAS, the Senior Center desires to receive such funding from the City to provide the Additional Services;

NOW THEREFORE, the City and the Senior Center hereby agree as follows:

1. The recitals as set forth above are incorporated into the body of this Agreement as if fully set forth herein.
2. During fiscal year 2022, the City shall provide \$41,500 to the Senior Center for the provision of the Additional Services. At the conclusion of each fiscal year, the Senior Center shall provide the City with an accounting of the funds expended on the Additional Services.
3. All other Interlocal Agreements between the Parties for the provision and funding of services shall remain in full force and effect to the extent not inconsistent herewith.
4. On an annual basis, the Parties will: (a) review the Additional Services that were funded by the City during the prior year, and (b) will agree to the Additional Services to be funded by the City and the Park District during the upcoming year. The City may restrict use of City funding to Additional Services that are the same as, or comparable to, Additional Services funded by the City during prior years, all as determined by the City Manager or his designee. Notice of any change(s) to the Additional Services shall be made in writing 60 days prior to effective date of the change(s).

5. The Senior Center Staff shall provide the City periodic reports on not less than a semiannual basis, which reports shall include the number of Des Plaines residents served by the Senior Center. The Senior Center shall, at a time and date mutually agreed upon by the Parties, make an annual presentation to the City regarding the Additional Services delivered by the Senior Center using City funds.
6. The Senior Center will acknowledge the City's funding support as Diamond Level Sponsors in its monthly newsletter, materials both paper and electronic, and any publicity efforts or promotional vehicles as reasonably identified by the respective Parties. The City will continue to provide refuse pickup and landscaping services to the Senior Center as previously agreed under separate agreements.
7. This Agreement shall be controlled by the law of the State of Illinois and the venue for any disputes that arise hereunder shall be in the Circuit Court of Cook County Illinois, Second Municipal District.
8. This Agreement shall be binding upon the parties, their successors, and/or assigns, and may not be terminated or restricted except in accordance with the provisions of this Agreement and by a writing executed by both parties.
9. This Agreement may be terminated by any of the Parties by written notice to the other Parties dated at least 90 days prior to the effective date of termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and by executing this Agreement, the parties do hereby affirmatively state that they have been given full authority by their respective governing bodies to execute this Agreement.

CITY OF DES PLAINES

DES PLAINES COMMUNITY CENTER

By: _____
Its: City Manager

By: _____
Its: _____

Date: _____

Date: _____

ATTEST:

ATTEST:

Its: City Clerk

Its: _____

Senior Center Funding Agreement 2022 - Additional Services

EXHIBIT I

ADDITIONAL SERVICES

The Additional Services, include, but are not limited to, the following:

- Health Screenings
 - Blood pressure (2x per month)
 - Cholesterol (monthly)
 - Balance (monthly)
 - Flu shots (2x per year)
 - Hearing (TBD)
 - Podiatrist (TBD)
- Health Presentations
 - “Lunch & Learn” Senior Health Talk (monthly)
 - “Ask the Pharmacist – Brown Bag” (quarterly)
 - Shingles (annually)
 - Dental health (bi-annually)
 - Take Charge of Your Health (TBD)
- Support Groups
 - Parkinson’s Disease (monthly)
 - Caregivers Support Group (monthly)
 - Diabetes (TBD)
 - Various w/ mental health focus (TBD)
- Referrals
 - Senior-related services
 - Housing
 - In-home support
 - Rehabilitation
 - Miscellaneous local resources and assistance programs
- City Services
 - Benefits Access
 - Access to Care
 - Handicap Placards
 - Subsidized Taxi Ride Program
 - Emergency Assistance

DES PLAINES COMMUNITY SENIOR CENTER

City of Des Plaines

2021 Year-End Health & Support Service Grant Report

Introduction

In January of 2021 the City of Des Plaines awarded a \$41,500 grant (R-25-21) to the Des Plaines Community Senior Center for the provision of health and support services offered through the Frisbie Senior Center as an extension to those provided through the city of Des Plaines Department of Health and Human Services. The following report provides an overview of the outcomes as well as information about persons served in 2021.

Use of Funds

The Des Plaines Community Senior Center (DPCSC) continues to carry out its mission of serving active people through intellectually enriching, socially engaging, and physically energizing programs and volunteer opportunities. As part of that mission, the DPCSC has committed significant resources to creating and maintaining a suite of health and wellness programs and services, mostly through capitalizing on its partnerships with other community partners. Since August of 2017, the DPCSC was asked to explore ways in which the organization may be able to continue to provide services similar to those provided by the recently retired community health nurse. Further, the city wished to capitalize on the DPCSC's easily accessible facility and more regular hours of operation. The funding provided by the City of Des Plaines supports health screenings, health presentations, support groups, referral services, and assistance with senior-related city services.

Accomplishments

The DPCSC continues to provide health and support services in accordance to the aforementioned funding agreement; the types of services offered have also grown beyond the original intent of service provision. Generally, the utilization of these services is less than the same timeframes of years past due to the impacts of the COVID-19 pandemic. Below is the unique interface data for calendar year 2021:

Health Screenings 2021: January - December

Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
Balance Screening	-	3	5	3	2	4	1	3	2	6	3	2	34
Blood Pressure Screening	6	12	12	12	6	-	-	-	-	25	-	3	76
Hearing Screening	78	72	25	18	3	5	3	3	4	12	2	4	229
Memory Screening	-	-	-	-	-	-	-	-	-	10	-	-	10

The DPCSC continued its Lunch & Learn program series in the second half of 2021. These sessions address various topics about preventive care and wellness. Here is a breakdown of the sessions that were between July and December:

- July (10) – Fall Prevention, Safe Chair Exercises & Safety in the Home
- September (11) – Advanced Directives
- October (15) – Aging In Place: What You Need to Know
- November (9) – Foot Health
- December (12) – Dementia

Total attendance during the calendar year was ninety-one (91) individuals.

With regard to the support services that are now being extended through the DPCSC, our staff continues to encounter individuals coming in for a specific service that often require additional supports based on the information they provide during their application interviews. This has proved to be a win-win-win scenario whereby the city is providing its residents a more robust array of services, needy individuals are receiving the resources and supports they require, and the Center is identifying individuals – previously unfamiliar with the organization – who might benefit from the other programs and services offered on-site. Below is a comprehensive representation of the support services provided in 2021:

Support Service 2021: January – December

Type of Service	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
License Plate Discount	8	17	13	11	23	9	6	21	10	6	5	6	135
License Plate – over income	2	-	-	2	-	-	1	-	-	2	-	-	7
Reduced Fare/Ride Free	2	7	6	7	7	7	2	3	6	3	1	6	57
Taxi cab vouchers	-	-	-	1	2	-	1	-	2	1	2	4	13
Temporary handicap placards	3	1	-	3	2	4	1	-	2	2	-	2	20
SNAP	-	1	-	3	-	3		4	4	1	2	1	19
Medicare Savings Program	-	1	-	-	-	-	2	2	-	3	-	1	9
Medicaid	-	-	1	5	-	1	3	-	-	1	2	3	16
Free government phone program	1	-	1	-	-	-	-	-	-	-	1	-	3
Extra Help	17	15	7	10	16	1	-	4	4	3	-	1	78
Attorney referral	1	-	2	1	-	-	-	-	1	1	-	2	8
Rental Assistance	-	-	1	-	-	-	-	-	2	-	-	1	4
Adult Protective Services referral	1	-	1	-	-	-	-	-	-	-	-	-	2
Physical Therapy Follow-Up	-	3	5	-	-	-	-	-	-	-	-	-	8
Podiatrist referral	-	-	-	1	-	-	-	-	-	-	-	-	1
Dental referral	1	-	-	-	1	-	2	-	-	3	-	1	8
CCP/Adult Day Services referral	-	1	-	-	-	-	1	-	-	-	-	-	2

LIHEAP referral	-	2	-	-	-	-	-	-	2	3	1	1	9
Housing Referrals	2	1	-	2	2	1	-	-	1	1	2	3	15
Nursing Home referral	-	-	-	1	-	-	-	-	-	-	-	-	1
Clear Captions referral	-	-	-	-	1	-	-	-	-	-	-	-	1
Painting/Handyman referral	-	-	1	-	-	2	-	-	-	-	2	3	8
Home care referral	-	-	-	-	3	-	-	-	2	2	1	-	8
Transportation referral (i.e. medical appt.)	-	-	-	1	3	1	1	1	1	3	2	2	15
Insurance/Medication help	-	-	3	-	-	1	-	-	-	-	-	-	4
SHIPs Counseling	1	1	4	-	1	5	2	3	6	27	28	9	87
Social Security	1	-	2	-	-	3	-	3	-	-	-	4	13
Meal Referral	1	-	-	1	4	1	1	-	-	1	2	1	12

Continued efforts will be made to increase awareness and encourage utilization of these much needed services for older adults.

The Center continues to provide a medical lending closet that allows the community-at-large access to gently used assistive devices for short-term rental or purchase. Most of these items are available to support persons who are recovering at home from medical procedures or those who require assistive devices to support their daily living habits. From July through December, 50 Des Plaines residents rented equipment (101 for the entire calendar year), while 60 Des Plaines residents purchased equipment outright (109 over the course of 2021). As a result of the pandemic the Center continued to experience increased utilization from persons from neighboring communities as well – 79 for July through December; 160 for the entire year.

It should be noted that Center representatives continue to receive a significant number of inquiries about affordable senior housing and general transportation assistance.

Encountered Problems

The DPCSC effectively navigated the COVID-19 pandemic, following the Illinois Department of Public Health's Restore Illinois guidelines for business operations. Although the Center was able to progressively increase its offerings since the latter half of 2020, overall activity supported by this grant remains below pre-pandemic levels. However, the aforementioned data illustrates the Center's flexibility and ability to continue supporting the needs of older local residents, especially during these very trying times. Utilization of these services continues to increase and hopefully will return to pre-pandemic levels by the end of 2022, if not before.

Organizational and Program Changes

As previously reported in its "2021 Mid-Year Grant Report", the DPCSC experienced the resignation/departure of its Social Worker. Efforts were undertaken to recruit, interview and subsequently hire for this open position, resulting with the on-boarding of a new employee

in August of 2021. This transition prompted a slight lag in the volume of assistance provided during the months of June and July, but has since returned to previous levels of operation.

Goals for Next Reporting Period

The Des Plaines Community Senior Center continues to support the city's Health & Human Services Department by coordinating several important health-related programs and services as well as by providing expanded access to various city-sponsored programs for seniors. The DPCSC intends to request \$41,500 in funding for FY22 to continue providing these much needed service to he older residents of Des Plaines.

Conclusion

The Des Plaines Community Senior Center continues to provide a variety of senior programming and services as well as outreach activities to older adults living in the immediate community. Through the continued partnership with the City of Des Plaines, the Des Plaines Community Senior Center looks forward to providing on-going health and support services for seniors living in Des Plaines.

**FIRE DEPARTMENT**

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

MEMORANDUM

Date: January 5, 2022
To: Michael G. Bartholomew, City Manager
From: Daniel Anderson, Fire Chief *DA*
Subject: Amendments to the Board of Fire & Police Commission Rules and Regulations

Issue: The City Council, at its November 15, 2021 meeting, adopted Ordinance M-14-21 which made amendments to Chapter 6 of Title 2 of the City Code (“Code”) concerning the Board of Fire and Police Commissioners (“Board”). These amendments clarified current practices in some sections of the Code as well as added language in other sections based upon best practices seen in other organizations. The amendments addressed the following, but not limited to: governance structure, home rule authority, attorney representation, duties of Officers, record keeping, and how the adoption of rules and regulations would be handled.

As a result of the changes to the Code, the Rules and Regulations (“Rules”) of the Board were reviewed to ensure consistency and compliance with the Code. Additionally, the Fire Chief requested modifications to sections of the Rules pertaining to the Fire Department.

Analysis: The Board held numerous public meetings over the last 60 days to review the Rules and discuss proposed revisions. These meetings included the Fire and Police Chiefs, Assistant City Manager/Finance Director, Human Resources Director and the Board Attorney. On occasion, there were staff members of the fire and police departments present at the meetings as well. The meetings primarily focused on the necessary revisions to specific chapters of the Rules and cleanup of certain grammatical or numbering errors throughout the document.

Chapter 1, Administration, of the Rules required a number of revisions directly related to the governance of the Board to be consistent with the ordinance amending the changes to the Code.

Modifications to Chapters 5 & 6 of the Rules, directly related to the testing and appointments of firefighters as requested by the Fire Chief. The revisions to these sections provide additional flexibility when administering tests to establish eligibility lists as well as the ability to broaden the candidate pool.

Specifically, the changes provide an alternative to the existing physical ability test and preference points. Additionally, the revisions to these sections are written to eliminate very rigid restrictions and allow the Board to modify a specific examination process without having to proceed through the rule making process.

All revisions were made to incorporate required statutory compliance and best practices.

On January 4, 2022, at a Special Meeting of the Board of Fire & Police Commission, the Board approved the rules as amended.

Recommendation: The Board and City Staff recommend approval of Resolution R - 22- 22 amending the Rules and Regulations of Board of Fire and Police Commissioners.

Attachments:

Resolution - R - 22 - 22

Exhibit A - Board of Fire & Police Commission Rules and Regulations

CITY OF DES PLAINES

RESOLUTION R - 22 - 22

**A RESOLUTION APPROVING AMENDMENTS TO THE
RULES AND REGULATIONS OF THE BOARD OF FIRE
AND POLICE COMMISSIONERS OF THE CITY OF DES
PLAINES, ILLINOIS**

WHEREAS, the City of Des Plaines ("**City**") is a home rule municipality pursuant to Article VII Section 6, of the Constitution of the State of Illinois; and

WHEREAS, Chapter 6 of Title 2 of the City Code of the City of Des Plaines establishes the Board of Fire and Police Commissioners ("**Board**") and sets forth the powers and duties of the Board; and

WHEREAS, the Board undertakes its responsibilities in accordance with the Board's Rules and Regulations ("**Rules**"); and

WHEREAS, the Board has the authority under Section 2-6-5A of the City Code to prepare proposed amendments to the Rules for the City's Council's consideration and approval; and

WHEREAS, on January 4, 2022, the Board finalized proposed amendments to the Rules ("**Amendments**") and has sent the Amendments to the City Council for its consideration; and

WHEREAS, the City Council has reviewed the Amendments and has determined that it is in the best interests of the City to approve the Amendments in the form attached to this Resolution;

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

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

SECTION 2: APPROVAL OF AMENDMENTS. The City Council hereby approves the Amendments attached to this Resolution as **Exhibit A**.

SECTION 3: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

Legal\Res\2014\DP-Resolution Approving Amendments to BFPC Rules

RULES AND REGULATIONS OF THE BOARD OF FIRE AND POLICE COMMISSIONERS



CITY OF DES PLAINES, ILLINOIS

Revised and Recommended by the Board of Fire and Police Commission
Approved by the City Council January XX, 2022.
Published January XX, 2022.
Effective January XXX, 2022.

This Board of Fire and Police Commissioners was created in 1935 by the voters of the
City of Des Plaines.
The authority and duties of the Board were enacted by the Mayor and City Council as a
result of the efforts of the voters.

These Rules and Regulations Supersede all previous versions.

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RULES AND REGULATIONS OF THE BOARD OF FIRE AND POLICE COMMISSIONERS

CITY OF DES PLAINES, ILLINOIS

As approved by the Des Plaines City Council
and adopted by the Board of Fire and Police Commissioners

CHAPTER I - ADMINISTRATION

SECTION 1 – Source of Authority

The Board of Fire and Police Commissioners of the City of Des Plaines, Illinois, derives its power and authority from the Des Plaines City Council in the exercise of its home rule authority and from the Illinois Board of Fire and Police Commissioners Act, 65 ILCS 5/10-2.1-1 *et seq.*

SECTION 2 – Definitions

- The word "Board" means the Board of Fire and Police Commissioners of the City of Des Plaines, Illinois.
- The word "City" means the City of Des Plaines.
- The word "officer" means any person holding a full time non-probationary appointment in the in the Police Department or Fire Department of the City.
- The term "police officer" does not include auxiliary police officers.
- The "Recording Secretary" is a City staff member designated by the City Manager who serves as the liaison to the Board.

The singular includes the plural, and the plural the singular.

SECTION 3 – Board Members and their Duties

The Board shall, annually, on the first meeting, elect a Chairperson and a Secretary. They shall hold office until their successors are duly elected and qualified. The Chairperson shall be the presiding officer at all meetings.

SECTION 4 – Meetings

a) Regular meetings shall be held at such times as the Board shall determine. Notice shall be posted and meetings shall be open to the public. The Board may act only in a properly convened meeting, and no single Board member shall have the authority to act on behalf of the Board except only if that Board member is authorized by State law, or the City Council, or a majority of the Board members during a meeting of the Board.

b) Special meetings shall be open, notice thereof to be posted 48 hours prior to convening. The notice shall state the general purposes of the special meeting and shall set forth the time and place of such special meeting.

c) During any regular or special meeting, a closed session may be held pursuant to the Illinois Open Meetings Act and upon a proper motion made by any single member of the Board, with the motion seconded and approved. Closed sessions may be limited to Board members, the Recording Secretary and such invited persons as the Board may deem necessary. The Recording Secretary will record the motion to close the meeting, record the roll call vote of the members on said motion and keep minutes of the closed session.

d) Public notice of any regularly scheduled or special meeting shall be given in accordance with the Illinois Open Meetings Act.

e) Minutes shall be kept as follows:

- The Recording Secretary shall keep written minutes of all meetings of the Board, regardless of the nature of the meeting.
- The minutes shall include the date, time and place of the meeting, the presence or absence of the Board members; a summary of all discussions deliberations, decisions and other activities, any and all votes taken, including the member making the motion, the second and the results of voting.
- All minutes of the proceedings of the Board at regular or special meetings shall be prepared in draft form and copies provided to all Board members along with the notice of the next meeting. The minutes of the preceding meeting, with any changes made by a motion properly made and carried or as directed by the Chairperson without objections, shall be approved by the Board and signed by the Chairman and the Secretary no later than 30 days after the meeting or the Board's second subsequent regular meeting, which ever is later.
- Any verbatim recording of the open session of meetings by the Recording Secretary shall be only for the purposes of preparing written minutes. Once

the Board has approved the written minutes, the Recording Secretary shall destroy the verbatim recording

The official minutes of the Board shall be provided to the City Clerk to be kept on file or kept in the Board's files at City Hall and shall be made available to persons for inspection during regular business hours and on the City's website within 10 days after approval.

- f) Verbatim Record of Closed Meetings shall be managed as follows:
- The Recording Secretary shall audio record all closed meetings. After the closed meeting, the person making the audio recording shall label the recording with the date and store it in a secure location.
 - After 18 months have passed since being made, the audio recording of a closed meeting shall be destroyed, provided the Board has approved its destruction and approved any written minutes of the particular closed meeting.

The verbatim record of a meeting closed to the public shall not be open for public inspection or subject to discovery in any administrative or judicial proceeding other than one brought to enforce this Act. At no time will an audio recording be released that would violate State or federal privacy, confidentiality requirements, including, but not limited to, any matter concerning (i) communications between the Board and an attorney representing the Board and (ii) all information exempted from the disclosure under the Illinois Freedom of Information Act.

g) Semi-Annual Review of Minutes: The Board shall periodically, but no less than semi-annually, meet to review minutes of all closed meetings which have not been released for public inspection. After review is made, the Board shall make a determination and report in open session that the need for confidentiality still exists as to all or part of those minutes or that the minutes of portions thereof no longer require confidential treatment and are available for public inspection.

h) Open Meetings Act: Each Board member must complete the electronic training curriculum developed and administered by the Public Access Counselor within 90 days of appointment to the Board and file a copy of the certificate of completion to the Recording Secretary.

SECTION 5 – Quorum

Two members of the Board shall constitute a quorum for the conducting of all business. A quorum is required to conduct a meeting.

SECTION 6 – Order of Business

The order of business at any meeting shall be as follows unless the Board determines otherwise for a particular purpose:

- a) Call to order
- b) Roll Call
- c) Public Comments
- d) Approval of Minutes
- e) Communications
- f) Unfinished Business
- g) New Business
- h) Report of Commissioners
- i) Executive/Closed Session
- j) Adjournment

SECTION 7 – Procedure

The current edition of Robert's "Rules of Order" shall govern the proceedings of the Board except when these or any other adopted rules are in conflict, in which case these or any other adopted rules shall prevail.

SECTION 8 – Amendments

The Board, with the approval of the City Council, may amend these Rules and Regulations from time to time. The Board shall submit each proposed amendment to the City Council for its approval prior to the amendment being printed for distribution. After City Council approval, each amendment shall be printed for distribution, and the Secretary shall give notice of (a) the place where the printed Rules and Regulations, as amended, may be obtained and (b) the date, not less than 10 days subsequent to the time of publication, when the Rules and Regulations as amended shall take effect. Such notice shall be published in a newspaper published in the City or, if no newspaper is published in the City, then in a newspaper with a general circulation within the City.

SECTION 9 – Annual Report and Budget Request

The Board shall submit to the City Council an Annual Report of its activities and shall provide, as requested by the City Manager, data and other input relevant to the City's budget process.

SECTION 10 – 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 City Council shall

employ an attorney of its choosing to represent the Board for the matter for which there is or may be a conflict of interests.

CHAPTER II – POLICE DEPARTMENT APPLICATIONS

SECTION 1 – Qualifications

All applicants for a position in the police department other than accelerated entry applicants shall be subject to an examination, which shall be public and competitive. The Board may charge a fee for any examination.

Applicants for examination for the police department must be electors of the United States.

Applications for positions shall be filed upon forms furnished by the Board, and applicants must comply with the requirements of said form in every respect. The application must be filed with the Board prior to taking an examination.

Applicants must possess, at minimum, a high school diploma or GED equivalent, plus the following:

- Documentation of successful completion of a physical ability test as approved by the Board, if required.

Every applicant must be of good moral character, of temperate habits, of sound health and must be physically able to perform the duties of the position applied for. The burden of establishing these facts rests upon the applicant.

The applicant shall furnish, with the applicant's application, a Military Service Record and Discharge papers if applicable and proof of eligibility for preference points as provided in Chapter III, Section 5.

No person with a record of misdemeanor convictions shall be disqualified from taking the examination to qualify for a position in the police department on the grounds of habit or moral character, unless the conviction involved one or more of the following misdemeanors (or an offense with substantially the same elements, or prior or newer versions or numbering thereof): 720 ILCS 5/11-1.50 Criminal sexual abuse; 720 ILCS 5/11-6, Indecent solicitation of a child; 720 ILCS 5/11-7, Adultery; 720 ILCS 5/11-9, Public indecency; 720 ILCS 5/11-14, Prostitution; 720 ILCS 5/11-15, Soliciting for a prostitute; 720 ILCS 5/11-17, Keeping a place of prostitution; 720 ILCS 5/11-18, Patronizing a prostitute; 720 ILCS 5/11-19, Pimping; 720 ILCS 5/11-30, Public Indecency; 720 ILCS 5/11-35, Adultery; 720 ILCS 5/12-2, Aggravated assault; 720 ILCS 5/12-6, Intimidation; 720 ILCS 5/14-4 Eavesdropping Sentence; 720 ILCS 5/12-15, Criminal sexual abuse; 720 ILCS 5/16-1, Theft; 720 ILCS 5/21-1.3 Criminal Defacement of Property; 720 ILCS 5/24-1(A)1, Unlawful use of weapons (sale, manufacture, possession of certain weapons); 720 ILCS 5/24-1(A)6, Unlawful use of weapons (possession of silencer); 720 ILCS 5/24-1(A)8,

Unlawful use of weapons (firearms, etc. in intoxicating beverage establishment at public gathering); 720 ILCS 5/24-3.1, Unlawful possession of firearms and firearm ammunition; 720 ILCS 5/24-5, Defacing identification marks of firearms; 720 ILCS 5/25-1, Mob action; 720 ILCS 5/28-3, Keeping a gambling place; 720 ILCS 5/31-1, Resisting or obstructing a peace officer, firefighter, or correctional institution employee; 720 ILCS 5/31-4, Obstructing justice; 720 ILCS 5/31-6, Escape; failure to report to a penal institution or to report for periodic imprisonment; 720 ILCS 5/31-7, Aiding escape; 720 ILCS 5/32-1, Compounding a crime; 720 ILCS 5/32-2, Perjury; 720 ILCS 5/32-3, Subornation of perjury; 720 ILCS 5/32-4, Communicating with jurors and witnesses; 720 ILCS 5/32-8, Tampering with public records; as amended.

SECTION 2 – Disqualification

Any false statement knowingly made by a person in an application for examination, including inducing a third party to make any false statement, or complicity in any fraud touching the same, shall be regarded as good cause for exclusion from any examination.

The Board may refuse to examine an applicant or, after examination to certify the applicant as ineligible:

a) Who is found lacking in any of the established preliminary requirements for the service for which he or she applies.

b) Who is not an otherwise qualified person by reason of being unable to perform the essential functions of the job sought with or without reasonable accommodation.

c) Who suffers from alcoholism that prevents the applicant from performing the essential functions of the job, with or without reasonable accommodation, or an individual who is currently using drugs and/or narcotics illegally, or who has engaged in any illegal use of marijuana within the last 2 years, cocaine use within the last 5 years, designer drugs within the last 5 years, prescription drug use within the last 5 years, or who has ever used heroin and/or hallucinogens; and/or has ever used any illicit drug or controlled substance through injection, which when combined with other relevant factors suggests the applicant will not be able to successfully perform the job duties of a police officer.

d) Who is a chronic gambler or has been convicted of a felony or a crime involving moral turpitude or abuse of a family member or domestic battery, as defined by 720 ILCS 5/12-3.2. However, no person shall be disqualified from appointment to the police department because of such person's record of misdemeanor convictions, except those under 720 ILCS 5/11-1.50 Criminal sexual abuse; 720 ILCS 5/11-6, Indecent solicitation of a child; 720 ILCS 5/11-7, Adultery; 720 ILCS 5/11-9, Public indecency; 720 ILCS 5/11-14, Prostitution; 720 ILCS 5/11-15, Soliciting for a prostitute; 720 ILCS 5/11-17, Keeping a place of prostitution; 720 ILCS 5/11-18, Patronizing a prostitute; 720 ILCS

5/11-19, Pimping; 720 ILCS 5/11-30, Public Indecency; 720 ILCS 5/11-35, Adultery; 720 ILCS 5/12-2, Aggravated assault; 720 ILCS 5/12-6, Intimidation; 720 ILCS 5/14-4 Eavesdropping Sentencing; 720 ILCS 5/12-15, Criminal sexual abuse; 720 ILCS 5/16-1, Theft;; 720 ILCS 5/21-1.3, Criminal Defacement of Property; 720 ILCS 5/24-1(A)1, Unlawful use of weapons (sale, manufacture, possession of certain weapons); 720 ILCS 5/24-1(A)6, Unlawful use of weapons (possession of silencer); 720 ILCS 5/24-1(A)8, Unlawful use of weapons (firearm, etc. in intoxicating beverage establishment at public gathering); 720 ILCS 5/24-3.1, Unlawful possession of firearms and firearm ammunition; 720 ILCS 5/24-5, Defacing identification marks of firearms; 720 ILCS 5/25-1, Mob action; 720 ILCS 5/28-3, Keeping a gambling place; 720 ILCS 5/31-1, Resisting or obstructing a peace officer, firefighter, or correctional institution employee; 720 ILCS 5/31-4, Obstructing justice; 720 ILCS 5/31-6, Escape; failure to report to a penal institution or to report for periodic imprisonment; 720 ILCS 5/31-7, Aiding escape; 720 ILCS 5/32-1, Compounding a crime; 720 ILCS 5/32-2, Perjury; 720 ILCS 5/32-3, Subornation of perjury; 720 ILCS 5/32-4, Communicating with jurors and witnesses; 720 ILCS 5/32-8, Tampering with public records; as amended, or prior or newer versions or numbering thereof, or of an offense with substantially the same elements as an offense enumerated above, or arrest for any cause without conviction thereon. Any such person who is in the department may be removed on charges brought as herein provided.

e) Who has criminal proceedings pending or is under investigation for a crime if the Board determines after investigation that the applicant's underlying conduct makes him or her unfit to be a police officer; or who maintains an ongoing relationship with individuals (excluding immediate family members) who have been convicted of felony crimes and are reputed to be involved in recent or current criminal activity.

f) Who has been dismissed from any public service for good cause and/ or violation of public trust.

g) Who, in the judgment of the Board, has willfully provided false or misleading information during the application process, in his/her written Personal History Questionnaire, or has attempted to practice any deception or fraud in his or her submissions to or dealings with the Board, the Police Department, or the City of Des Plaines.

h) Whose character and employment references are unsatisfactory.

i) Who is lacking in personal qualifications, educational requirements, or health qualifications.

j) Who has applied for the position of police officer and is or has been classified by his or her Local Selective Service Draft Board as a conscientious objector.

k) Who does not have a valid Illinois driver's license or the ability to obtain an Illinois license.

The Police Department shall submit to the Board a written statement of the character, fitness, and/or other factors bearing on the ability of the applicant to perform the duties of a police officer.

Any applicant, or eligible, deemed disqualified hereunder, shall be notified by the Board.

SECTION 3 – Age Requirements

All applicants shall be under 35 years of age at the time of the written examination. This age limitation does not apply to any person previously employed as a police officer in a regularly constituted police department of any municipality, or to any person who has served as an auxiliary police officer pursuant to Section 3.1-30-20 of the Illinois Municipal Code for at least five (5) years and is under 40 years of age, or to any person who has served as a deputy under Section 3-6008 of the Counties Code and otherwise meets the necessary training requirements, or to any person who has served as a sworn officer as a member of the Illinois Department of State Police. Additionally, a veteran shall be allowed to exceed the maximum age provision of this Section by the number of years served on active military duty, but by no more than 10 years of active military duty. Applicants for the police department must be at least 21 years of age as of the date of written examination.

SECTION 4 – Release of Liability

All applicants shall execute and deliver to the Board a release of all liability that may result from taking any examinations and the physical ability test in favor of the City of Des Plaines on a form to be prescribed by the Board.

CHAPTER III – POLICE DEPARTMENT EXAMINATIONS **ORIGINAL APPOINTMENTS**

SECTION 1 – Notice of Examinations

The examinations for the position of police officer shall be public and competitive. In this regard, the examinations shall be practical in character and relate to those matters which will fairly test the capacity of the persons examined to discharge the duties of the positions to which they seek appointment.

The Board shall call for examinations to fill vacancies in the class of service in which vacancies are liable to occur. A call for such examination shall be entered in the Minutes of the Board and shall be published at least two weeks preceding the first examination (i) in one or more newspapers published in the City, or if no such newspaper is published, then a newspaper with general circulation within the City, or(ii) on the City's Internet website. Examinations may be postponed, however, by order of the Board, which order shall state the reason for such postponement and shall designate a new date for said examination. Applicants shall be notified of the postponement of any examination and of

the new date fixed for said examination. Said applicants will be notified at the address listed on the application form. It is the responsibility of the applicant to notify the Board of any change in address, phone number, email address and other forms of contact on the application.

SECTION 2 – Examinations

The Board shall call for examinations to fill vacancies in the class of service in which vacancies are liable to occur. A call for such examination shall be entered in the Minutes of the Board and shall include a statement of:

- a) The time and place where such examinations will be held;
- b) Applicants are to obtain a Police Department Orientation Packet and application from the testing vendor as designated by the Board;
- c) Notice of the Physical Ability requirement or certification, if such test or certification is required by the Board;
- d) A delineation of the preference points possible and that proof of eligibility for those points are to be submitted with the application; and
- e) The position to be filled from the resulting eligibility list.
- f) Accelerated Entry: All persons who are currently employed, full-time, and in good standing, and have completed their probationary period (unless waived by the Board) as a Police Officer with a municipality may be considered for accelerated entry. In order to be considered for accelerated entry, a completed application must be submitted to the Police Chief, and/or the Board. All accelerated entry applicants must provide documentation to show that their current responsibilities and duties are similar to those of a "Police Officer" in the City of Des Plaines. "Police Officer" applicants must provide documentation that they have fulfilled the requirements of the Illinois Police Training Act. Out-of-state applicants must provide documentation that they have fulfilled the requirements of the local training board to be certified as a full-time law enforcement officer and are eligible to be certified in the State of Illinois. Accelerated entry applicants who have met the aforementioned requirements and have been selected for accelerated entry will not be required to take the entry level written examination as outlined in these Rules and Regulations in order to be placed on the Accelerated Eligibility List. However, all accelerated entry applicants shall successfully complete all other phases of the entry-level process, as outlined in these Rules and Regulations, before an offer of employment is given.
- g) Incomplete Applications. Incomplete applications received by the City may be cause for immediate disqualification from the examination process. Applicants disqualified from the examination process may not re-apply for a position with the Des Plaines Police Department for 12 months from the time of disqualification.

h) Accelerated Entry Eligibility List. Except as provided in the last sentence of this Subsection h, all applicants who apply and are selected for accelerated entry will be placed on a separate eligibility list from the regular Eligibility Register. Applicants shall be ranked based upon the total score achieved in the accelerated process as outlined in the Accelerated Entry Process Manual. In an emergency situation, as determined by the Board, applicants may be selected for hire off the Accelerated Entry Eligibility List before the regular Eligibility Register.

SECTION 3 – Type of Examinations

Applicants may be required to participate in a physical ability test, polygraph test, written examination, oral examinations, and any other components as determined by the Board prior to the beginning of the testing process, and as more particularly set forth in Section 4 below. No examination shall contain questions regarding an applicant's political or religious opinions or affiliations.

SECTION 4 – List of Examinations – Minimum Grade

The following examinations will be administered in the following order unless the Board eliminates, adds to, or modifies the types and order of examinations, their percentage weight, and minimum passing grades prior to the beginning of the testing process. The Board will summarize the types and order of examinations, percentage weights and minimum passing grades in the Board's minutes. Failure to achieve the minimum passing grade in any examination disqualifies the applicant from any further participation.

<u>Examinations</u>	<u>% of Total Grade</u>	<u>Minimum</u>
<u>Passing</u>		
Written Examination *	100%	75%
Polygraph Test		Pass or Fail
Background Investigation	-	Pass or Fail
Physical Ability Test		Pass or Fail
Initial Oral Interview by Staff/Board and/or Final Oral Examination (Interview) by Board/Staff		Pass or Fail
Psychological Examination**	-	Pass or Fail
Medical Examination**	-	Pass or Fail

* To be announced by the Board prior to conducting the examination and may vary based upon the examination or the testing agency used by the Board.

- ** The Psychological and Medical Examinations shall only be given to an applicant after said applicant has received a conditional offer of employment; however, if the post-offer Psychological and/or Medical Examination shows that the applicant is unable to perform the essential functions of the job, with or without reasonable accommodations, the Board reserves the right to withdraw said employment offer.

SECTION 5 – Preference Points

Upon the request of the applicant for the position of Probationary Police Patrol Officer, the Board shall add 1 point for the completion of an associate's degree from an accredited college or university (copy of official college transcript required), 2 points for completion of at least Bachelor's Degree from an accredited college or university (copy of official college transcript required) and 3 points for at least three years of active military service. Proof of active military duty will be required as well as proof of an honorable discharge if separated from the military. If the Probationary Police Patrol Officer applicant supplies proof of having completed a police-training program which is certified by the State of Illinois, thus negating the need for Police Academy training, and three years of full-time service as a law enforcement officer, the Board shall add 2.5 points to the applicant's total. An applicant that has been a continuous resident within the corporate limits of Des Plaines for one or more years as of the date of the written exam shall receive one (1) preference point. The maximum number of preference points allowed under in this Section 5 shall be 5.0 points. Such request for preference points under this paragraph, and proof of eligibility for such points, must be submitted with the application for the position.

SECTION 6 – Original Appointment – Physical Ability Test

Applicants may be required to successfully complete a Physical Ability Test that the board has developed. Alternatively, the Board may require applicants to submit a certification they have passed a Physical Ability Test conducted by a third party, which the Board identifies as a police hiring prerequisite and/or that is required by a Police Academy to which the city sends its newly hired police officers. If required, such certifications must reflect the successful completion of the Board's designated Physical Ability Test within 6 months of the beginning of an applicant's background investigation.

SECTION 7 – Original Appointment – Written Examinations

Information as to the type of written examination employed by the Board will be provided. All examination papers shall be and shall remain the property of the Board and the grading thereof by the Board shall be final and conclusive and not subject to review by any other board or tribunal of any kind or description. Applicants who fail to achieve a passing grade will be notified and eliminated from all further consideration.

SECTION 8 – Eligibility Register

a) The Board will prepare an “Eligibility Register” based on the Written Examination and Preference Points. In case of a tie on the eligibility list at any position, a process of random selection shall be used to break the tie as necessary prior to the hiring process.

b) A dated copy of the Eligibility Register shall be posted in the Des Plaines City Hall. This copy shall include the date of expiration of the register, which shall be two (2) years from the date of posting, however such expiration date may be extended by the Board at any time prior to the register’s posted expiration date. Any list in effect as of the date of adoption of this amended rule shall continue in effect until its posted expiration date.

c) Appointment from this Eligibility Register is subject to satisfactory completion of further examinations, including oral interviews, background investigations, polygraph testing, and tests to screen for the use of drugs and/or narcotics, as determined by the Board. Additionally, after an applicant has received a conditional offer of appointment, he/she shall be required to submit to an in-depth psychological examination and thorough medical examination.

SECTION 9 – Original Appointment – Initial Oral Interview

The Chief of Police shall designate a panel of staff members to conduct an interview of the applicants. In no event shall less than two (2) staff members conduct the Initial Oral Interview. At least one Board member shall also participate in this Initial Oral Interview of applicants. Questions shall be asked of the applicants that will enable the interviewers to properly evaluate and grade the applicants on fitness for the position, organizational fit, capabilities, and potential for success in the position. On completion of each Initial Oral Interview, the interviewers will discuss the applicant’s abilities. Each interviewer will then evaluate the applicant. Applicants who fail to successfully complete the Initial Oral Interview will be notified and eliminated from all further consideration.

SECTION 10 – Preliminary Background Investigation

Each applicant who has successfully passed all prior elements of the examination shall be fingerprinted and photographed for the purpose of conducting the background investigation. The applicant shall also submit himself or herself for a Personnel Evaluation Profile to be administered by the Board or its designee. This test will be given to determine the applicant’s basic value system, including background, attitudes, and beliefs regarding honesty, work ethic, absenteeism, and drugs.

SECTION 11 – Background Investigation

The Police Chief or his designee (with prior approval of the designee by the Board) shall conduct a detailed character and background investigation to review the applicant’s

employment history, references, educational background, criminal history, credit history, litigation history, military record, driving record, neighborhood and community standing and service, and such other data and information pertinent to a proper review and analysis of the applicant. The results of such investigation shall be submitted to the Board for review.

SECTION 12 – Original Appointment – Final Oral Examination/Interview

All Board members shall participate in the Final Oral Examination except wherein one Board member is absent due to illness or when matters of an emergency nature preclude his/her attendance. In no event shall less than two Board members conduct the Final Oral Examination. The Chief of Police, and/or his/her designee(s), may be present to answer questions of the Board or to provide clarification. Questions shall be asked of the applicant that will enable the Board members to properly evaluate and grade the applicant on speech, alertness, ability to communicate, judgment, self-confidence, social skill and general fitness for the position. On completion of each Final Oral Examination, the Board members will discuss the applicant's abilities using the traits listed above. Each Board member will then evaluate the applicant. Applicants who fail to successfully complete the Final Oral Examination will be notified and eliminated from all further consideration.

SECTION 13 – Offers

a) Applicants who pass the written exam, but fail to successfully complete any of the remaining requirements necessary to receive a conditional offer of employment, may not reapply for the same position for a period of one year after the time of their last written exam.

b) Before tendering a conditional offer of employment to a applicant, the Board will request a certification that the applicant has passed a Physical Ability test conducted by a third party, which the Board identifies as a police hiring prerequisite and/or that is required by a Police Academy to which the City sends its newly hired officers.

c) The physical condition of all applicants who have received conditional offers of employment from the Board will be reassessed by the Board at such time that the applicant is originally appointed to a probationary period set forth in Section 15, as follows, and/or such time prior to beginning any and all formalized training as designated by the Police Chief. The Board may withdraw a conditional offer of employment from any applicant who is physically unable to perform the duties of a Police Patrol Officer, or who is unable to gain admittance to the Police Academy designated by the Board.

d) At such time that the Eligibility Register has been depleted to 30 eligible applicants or is within 6 months of the posted expiration date, it shall be the option of the Chief of Police to recommend to the Board to begin the next examination cycle.

SECTION 14 – Professional Examinations and Tests

- a) In-depth Psychological Examinations shall be performed by a licensed psychologist designated by the Board and approved by the City Council.
- b) Polygraph Tests shall be administered by a licensed operator designated by the Board and approved by the City Council.
- c) Medical Examinations shall be performed by a licensed physician designated by the Board and approved by the City Council.
- d) Physical Ability Tests shall be administered by persons designated by the Board and approved by the City Council.
- e) Applicant's binocular vision must be correctable to 20/20.

SECTION 15 – Probationary Appointment

- a) All vacancies to the Police Department shall be filled by individuals from the Final Eligibility Register in the order in which their names appear on the register and having met all requirements previously listed.
- b) All original appointments shall be for a probationary period of not less than one year upon the successful completion of all formalized training as designated by the Police Chief; however, in no event shall a probationary period exceed 36 months in duration.
- c) Any applicant whose name appears on the Eligibility Register may decline an appointment, in which case the applicant's name will be struck from the Eligibility Register.
- d) Alternatively, any applicant whose name appears on the Eligibility Register may request a temporary "pass." The Board, in its discretion, may grant a temporary pass for good cause shown, such as military requirements, a family matter, or other good cause.

SECTION 16 – Certification

Final certification of Probationary Police Officers shall be subject to successful completion of the Basic Training Course as provided by the Illinois Governmental Law Enforcement Officers Training Board within the prescribed probationary period. Inability to successfully complete this course shall be grounds for dismissal.

CHAPTER IV – POLICE DEPARTMENT PROMOTIONAL EXAMS

SECTION 1 – General – Police Department

The Board, by its rules, shall provide for promotion in the Police Departments on the basis of ascertained merit and seniority in service and examinations, and shall provide in all cases, where it is practicable, that vacancies shall be filled by promotion. No probationary employee shall be considered for promotion. All examinations for promotion shall be competitive among such members of the Des Plaines Police Department of the next lower rank as desire to submit themselves to examination. The applicant with the highest rating who has passed all testing components shall be promoted to the rank sought to be filled. Should the applicant with the highest rating be unable or unwilling to accept the promotion, or should there be more than one vacancy in any rank to be filled, the applicant with the next highest rating shall be promoted to the rank sought to be filled. This procedure shall be followed until all vacancies for any one rank on the promotional register are filled. The method of examination and the rules governing examinations for promotion shall be the same as provided for applicants for original appointment, including a one-year probation. The Police Sergeant/Lieutenant who is on the one-year probationary period as a result of promotion shall be subject to demotion per Chapter IX, Section 9, Subsection C.

An eligibility promotion list shall expire three years from the date of its posting or shall expire the date that the list is exhausted, whichever occurs earlier. The eligibility requirements include:

a) Except as provided in Subsection (c) below, no person shall be examined for promotion until that person has served in the next lower rank from which promotion is sought.

b) The final Promotional Examination score shall be determined as follows:

1. Written Test Score - maximum of 36 points (minimum passing grade of 70%)
2. Assessment Center Score - maximum of 36 points (minimum passing grade of 70%)
3. Each section (written and assessment center) must be passed with a minimum of 70% in order to continue in the promotion process.

Police Chief Rating: A maximum of 22 points. The Chief's rating process/system to be approved by the Board.

Seniority: 0.30 point per full year of service on the Des Plaines Police Department up to a maximum of six points as of the date of the written exam for officers taking the promotional examination for the police sergeant position.

For the ranks of police lieutenant: 0.30 point per full year of service, on the Des Plaines Police Department up to a maximum of three points as of the date of the written exam; and 0.30 point per full year of time in grade as a sergeant, up to a maximum of three points, as of the date of the written exam.

c) If a suitable applicant cannot be found using the above procedures, the Board, in determining next in order of rank in promotional examinations, will determine a policy of extending the examination successively through all the ranks in the Police Department in an endeavor to qualify suitable eligible or eligibles for the vacancy or vacancies existing before extending the examination to the general public.

SECTION 2 – Total Score

An applicant's total score shall consist of the combined scores of the Chief's rating, written examination, assessment center, and seniority. Veterans' preference points will be awarded to eligible applicants for a promotional position who provide proof of active military service as provided in 65 ILCS 5/10-2.1-8 and evidence of honorable discharge at the time of application for veteran's preference points, in the amount of 7/10 of one point to the applicant's total score for each six months or fraction thereof of the applicant's active military service, not exceeding 30 months or 3.5 points. Promotional applicants may only receive veterans' preference points for one promotional appointment from a promotional eligibility list. Applicants shall take ranks upon a promotional eligibility register in the order of their relative excellence as determined by their total scores. In case of a tie on the promotional list at any position, applicants shall be ranked in order of seniority.

SECTION 3 – Promotional Vacancy

Upon request from the Police Chief and acknowledgment by the City Manager that a promotional vacancy exists, the Board shall select the individual to be promoted in the manner specified in Section 1 of this Chapter.

SECTION 4 – Refusal of Appointment

Any applicant may refuse a promotion once without losing his or her position on the final promotional list. Any applicant who refuses a promotion a second time shall be removed from the final promotion list, provided that such action shall not prejudice a person's opportunity to participate in future promotional processes.

CHAPTER V – FIRE DEPARTMENT APPLICATIONS

SECTION 1 – Qualifications

a) All applicants for a position in the fire department shall be subject to an examination, which shall be public and competitive. The Board may charge a fee for any examination.

b) Applicants for examination for the fire department must be residents of the United States.

c) Applications for positions shall be filed on forms furnished by the Board or its agent, as provided by the notice of examination. An applicant must comply with the requirements of the forms.

d) An applicant must be licensed by the Illinois Department of Public Health as a paramedic or enrolled in a paramedic program at the time of receiving the application. If an applicant successfully earns placement on the final eligibility list, then the applicant must be a licensed paramedic or within two months of completing the paramedic program to begin the background check process. If an applicant receives a conditional offer but does not possess the paramedic licensure, the applicant shall be passed over. The applicant shall remain on the list until such time a paramedic licensure is obtained, at which time the applicant is eligible to continue, or until no other applicants remain and the list is considered exhausted.

e) An applicant must possess high school diploma or GED equivalents.

f) Every applicant must be of good moral character, of temperate habits, of sound health and must be physically able to perform the duties of the position applied for. The burden of establishing these facts rests upon the applicant.

g) The applicant shall furnish, with application, a copy of all Military Service Record and Discharge papers, if applicable.

h) The Board may refuse to examine, or after examination refuse to certify as eligible, or after certification as eligible refuse to retain on the Register of Eligibles, any applicant:

- Who is found lacking in any of the established general requirements, or in any special standards established in these Rules and Regulations for an entry level position, or
- Who is a habitual user of narcotics or other drugs, or intoxicating beverages; is a gambler; or is not a person of good character, or

- Who has been convicted of a felony, or a misdemeanor specifically listed in 65 ILCS 5/10-2.1-6 as amended from time to time, or
- Who, in the judgment of the Board, has practiced or attempted to practice any dishonesty, deception, or fraud in his or her application, examination, or other submissions, to or dealings with, the Board, the City staff, or
- Who has failed to abide by the rules and procedures governing any aspect of the application process, or
- Who is physically or mentally unable to perform the duties of the position to which he or she seeks appointment, with or without reasonable accommodations as required by law for qualified individuals with disabilities unless doing so would result in undue hardship, or
- Who has been dismissed from any public service for good cause, or
- Whose character or employment references are unsatisfactory, or
- Who, for a position in the Fire Department, does not meet the standards set forth in these Rules, or
- Who makes a false statement knowingly in an application for examination, including, without limitation, inducing a third party to make any false statement, or complicity in any fraud.

SECTION 2 - Disqualification

The Board may disqualify any application from the examination process at any time if the applicant:

- Who is found lacking in any area established in Subsection 1(h) above, or
- Who is not an otherwise qualified person by reason of being unable to perform the essential functions of the job sought with or without reasonable accommodation, or any one of the following, or
- Who uses narcotics or other non-prescription drugs or prescription drugs not prescribed to the applicant or who is a habitual user of intoxicating beverages, or
- Who is an illegal gambler, or
- Who is not a person of good character, or

- Who, in the judgment of the Board, has practiced or attempted to practice any dishonesty, deception, or fraud in his or her application, examination, or other submissions to or dealings with the Board, the Fire Department, or the City, or
- Who has failed to abide by the Rules and Regulations, or
- Who is physically or mentally unable to perform the duties of the position to which he or she seeks appointment, except if the physical or mental disability is or can be managed, or
- Who has been dismissed from any public service for good cause. or
- Whose character or employment references are unsatisfactory, or
- Who has failed to appear for, or failed any element of, a required examination, or who otherwise has not successfully completed any portion of the examination process, or
- Who does not have a valid Illinois drivers license or the ability to obtain one.

Any applicant who has been disqualified will receive notice from the Board of the disqualification.

SECTION 3 – Age Requirements

All applicants must be under 35 years of age at the time of the written examination, except that the age limitation does not apply to:

- any person who turned 35 while serving as a member of the active or reserve components of the branches of the Armed Forces of the United States or the National Guard of any state, whose service was characterized as honorable or under honorable, if separated from the military, and is currently under the age of 40, or
- any person previously employed as a full-time firefighter in a regularly constituted fire department of:
 - i) any municipality or fire protection district located in Illinois, or
 - ii) a fire protection district whose obligations were assumed by a municipality under Section 21 of the Illinois Fire Protection District Act, or
 - iii) a municipality whose obligations were taken over by a fire protection district.

- any person who has served in a municipality as a regularly enrolled volunteer, paid-on-call or part-time firefighter.

Applicants for the fire department may be 20 years old at the time of the written examination, but may not be appointed before reaching age 21.

SECTION 4 – Release of Liability

In consideration of being admitted to the examination process, all applicants shall execute and deliver to the Board or its designated representative a release of all liability as a result of participating in the examinations, and all waivers and releases of information necessary to allow the Board to complete all elements of the examination, on forms approved by the Board.

SECTION 5 – Admission to Examination

No person shall knowingly participate in any element of any examination who does not meet the minimum qualifications established for the position sought. The fact that a person is allowed to participate in an element of an examination shall not be considered as evidence that he is qualified or eligible for the position.

SECTION 6 – No Creation of Applicant Right or Interest

Neither the filing of an application, nor the acceptance of an application, nor an applicant's satisfaction of the general or special qualifications for filing an application or being admitted to an examination, nor any provision of these Rules shall be construed or applied as creating any vested, property, or other right or interest in any person to apply for, be examined for, or be appointed to any position in the Departments.

SECTION 7 – Correction of Application

A defective application shall be returned to the applicant for correction, if the applicant otherwise is qualified for the position he or she seeks. A returned application must be resubmitted within the application due date established by the Board or its designated representative.

CHAPTER VI – FIRE DEPARTMENT EXAMINATIONS **ORIGINAL APPOINTMENTS**

SECTION 1 – Notice of Examinations

The examinations shall be public and competitive. In this regard, the examinations shall be practical in character and relate to those matters which will fairly test the capacity of the persons examined to discharge the duties of the positions to which they seek appointment. Examinations shall be held on the dates fixed by the Board and advertised in the manner provided in Chapter III, Section 1 of these Rules and Regulations.

Examinations may be postponed by order of the Board, which order shall state the reason for the postponement and shall designate a new date for said examination. Applicants shall be notified of the postponement of any examination and of the new date fixed for said examination. Applicants will be notified at the address listed on the application form and/or via email. It is the responsibility of the applicant to notify the Board of any change in address or contact information.

SECTION 2 - Examinations

The Board shall call for examinations to fill vacancies in the class of service in which vacancies are liable to occur. A call for such examination shall be entered in the Minutes of the Board and the Board must publish the call at least two weeks preceding the first examination by one or both of the following: (i) in one or more newspapers published in the City or, if no newspaper is published, then a newspaper with general circulation within the City and/or on the City's internet website. Such examination call shall include a statement of:

- The time and place where such examinations will be held.
- The general scope of the examination and the fee for participation.
- Who the applicants shall contact to obtain information on qualifications to take the examination and the application process.
- A description of the merit criteria to be used for the Situational Judgment Test.
- The position to be filled from the resulting eligibility list.

SECTION 3 – Type of Examinations

Applicants shall be required to participate in a physical ability test, situational judgment test, polygraph test, written and oral examinations, and other evaluations as determined by the Board and as more particularly set forth in Section 4 below. No examination shall contain questions regarding an applicant's political or religious opinions or affiliations.

SECTION 4 – Sequence of Examinations – Minimum Grade

Examinations will be held, passing grades identified, and lists established, in the following order. Failure to achieve the minimum passing grades in the written or physical ability exams disqualifies the applicant from any further participation.

a) Written Examination. A written examination shall be conducted which shall be practical in character and relate to those matters that fairly test the capacity of the persons examined to discharge the duties performed by members of the fire department.

Written examinations shall be administered in a manner that ensures the security and accuracy of the scores achieved. The written examination shall be based on a 100-point scale. A minimum passing score shall be announced by the Board prior to conducting each written examination and such passing score shall be noted in the Board's meeting minutes. The minimum passing score may vary from one testing process to another based upon the specific examination utilized, the testing agency used by the Board, or test validation criteria. At the same time as the written exam, all applicants shall submit to a written situational judgment test, which shall be considered a subjective examination.

b) Preliminary Eligibility Register. Within 60 days after the written examination, the Board shall post a Preliminary Eligibility Register consisting of the names of those applicants who passed the written examination, in order from highest-to-lowest.

c) Physical Ability Exam. Applicants are required to undergo an examination of their physical ability to perform the essential functions included in the duties they may be called upon to perform as a member of the fire department. The Board may elect to conduct its own properly validated physical ability test or to use the Fire Service Joint Labor Management Wellness-Fitness Initiative Candidate Physical Ability Test (CPAT) with ladder certification for the purpose of testing physical fitness. If CPAT is used, then each the applicant must provide proof of a current valid CPAT card with their completed job application to qualify for placement on any list of eligible applicants. The CPAT shall be prepared and administered by an agency that is licensed by the International Association of Firefighters to administer the CPAT. Any costs associated with the CPAT certification will be at the expense of the applicants. If the Board conducts its own test, then the Board will give notice in the notice of examination. The physical ability examination shall be a pass/fail examination, and complies with applicable law.

d) Situational Judgment Test. At the same time as the written exam, each applicant shall also submit to a written situational judgment test, which is designed to evaluate how the applicant would respond to various situations and measure conflict resolution skills, service orientation, initiative, integrity, team orientation, and other traits. This test shall be considered a subjective evaluation component.

e) Initial Eligibility Register. Within 60 days after the physical ability examination, the Board shall post an Initial Eligibility Register consisting of the names of those applicants who passed the written examination and the physical ability examination, in order from highest-to-lowest scores on the written examination and situational judgment test, in the following proportions:

- | | |
|-------------------------------|-----|
| i. Written Examination | 60% |
| ii. Situational Judgment Test | 40% |

Scores on each component shall be "standardized." For each applicant, the standardized score for each component will be multiplied by the component's relative

percentage weighting. The resulting scores for the components will be added to determine the applicant's final score on a 100-point scale.

SECTION 5 – Preference Points

A. Maximum Possible Fire Department Entry-Level Points. An applicant for an entry-level position in the Fire Department may receive preference points if that applicant qualifies for such points under this Section. The Board may prescribe the total number of preference points awarded under this Section, but the total number of preference points may not be less than 10 points or more than 30 points. Points may be given only if a proper and valid claim for preference points has been made and only if the standards for such preference points have been met under the law and these Rules and Regulations.

B. Available Fire Department Entry-Level Points. Entry-level preference points in the Fire Department may be awarded for veteran service, fire cadet completion, education, paramedic certification status, experience, and residency as follows:

1. **Veteran Service Points.** An applicant will be awarded 5 points if (a) the applicant was engaged in the active military or naval service of the United States for a total cumulative period of at least one year and was honorably discharged or (b) the applicant is currently or has been on inactive or reserve duty in such military or naval service for a total cumulative period of at least one year.
2. **Fire Study and Cadet Points.** An applicant who has successfully completed two years of study in fire techniques or cadet training within a cadet program established under the rules of the Joint Labor and Management Committee, as defined in Section 50 of the Fire Department Promotion Act, may be awarded 0 to 5 points as set by the Board prior to issuance of a notice of examination under the Rules and Regulations.
3. **Education Points.** An applicant who has obtained an associate's degree in the field of fire service or emergency medical services, or a bachelor's degree from an accredited college or university, may be awarded 0 to 5 points as set by the Board prior to issuance of a notice of examination under the Rules and Regulations.
4. **Paramedic Points.** Persons who have obtained a license as a paramedic shall be preferred for appointment to and employment with the fire department of an affected department providing emergency medical services. Applicants shall be awarded 0 to 5 points as set by the Board

prior to issuance of a notice of examination under the Rules and Regulations.

5. Experience Points. An applicant may be awarded up to 5 preference points under the following standards. This number of 5 experience points presumes a rating scale totaling 100 points for the Register of Eligibles. If fewer than 100 total points are used in the rating scale for the Register of Eligibles, then the points awarded under this Subsection b will be decreased proportionately.
 - a. Certified Firefighter III/Advance Firefighter and Licensed Paramedic Experience. An applicant will be awarded 1 point for each year of successful, continuous service as a certified Firefighter III and State of Illinois or nationally licensed paramedic. To qualify for any point under this Subsection a, the most recent period of continuous one-year service must have occurred immediately prior to the time of the examination. The applicant may be awarded up to a maximum of 5 points under this Subsection a.
 - b. Other Experience. An applicant from outside the City may be awarded experience points as determined by the Board and as provided by State law.
6. Residency Points. An applicant whose principal residence is located within the corporate limits of the City for the previous 12 months from application due date may be awarded from 0 to 5 points as set by the Board prior to issuance of a notice of examination under these Rules and Regulations.
7. Board Right to Award. The Board reserves the right to award up to an additional five preference points for unique categories based on an applicant's experience or background as identified by the Board and announced with the notice of examination.

C. Time and Method of Claiming Fire Department Entry-Level Preference Points.

1. Veteran Service Points. Within 10 days after the posting of an Initial Eligibility List, each applicant on that list who may claim preference points for veteran service must submit his or her claim for those veteran service points in writing to the Board. Claims not made within that 10-day period will be deemed waived. The applicant, at the time of submitting a claim for veteran service points, must submit evidence of qualification for those points.

2. Paramedic and Experience Points. Within 10 days after the posting of an Initial Eligibility List, each applicant who may claim preference points for paramedic status or other experience must submit his or her claim for one or more of those preferences to the Board. Claims not made at or before that time will be deemed waived. The applicant, at the time of submitting a claim for a preference, must submit evidence of qualification for that preference.

Paramedic and experience preference points will be added to the applicant's written grade prior to placement of the applicants on a final Register of Eligibles, but only if the applicant has completed the written examination with at least the minimum passing grade.

3. Fire Study and Cadet, Education, and Residency Points. Within 10 days after the posting of an Initial Eligibility List, each applicant on that list who may claim preference points for fire study and cadet, education, or residency must submit his or her claim for that preference in writing to the Board. Claims not made within that 10-day period will be deemed waived. The applicant, at the time of submitting a claim for a preference, must submit evidence of qualification for that preference.
4. Limitation of Award of Preference Points. An applicant may not receive an amount of preference points that would move the applicant ahead of any veteran on the Initial Eligibility List. Instead, the applicant may receive that number of preference points that will not move the applicant ahead of any veteran. If two or more applicants receiving veteran points are prevented from receiving all of their points because they cannot move ahead of a veteran, then those applicants will be placed on the Initial Eligibility List below the veteran and in rank order based on the total veteran points they would have received except for the prohibition of moving ahead of a veteran. In the event of tied scores, the tie will be broken by lot in the presence of at least two Board Members, at a regular or special meeting of the Board, in a manner the Board determines is appropriate under the circumstances.

D. Final Eligibility Register.

1. The Board shall post a Final Eligibility Register, which shall consist of the applicants and scores from the Initial Eligibility Register with the applicable preference points added. The scores on the Final Eligibility Register shall be calculated by adding any preference points to the Initial Eligibility Register score, except that an applicant may not receive the full amount of Experience Preference Points, if the amount of points awarded would place the applicant before a veteran on the eligibility list. The names shall be posted on the Final Eligibility Register in order from highest-to-lowest

combined total scores. In case of a tie on the Final Eligibility Register at any position other than due to the inability of one or more applicants to pass a veteran, a process of random selection shall be used to break the tie as necessary prior to the posting of the Final Eligibility Register.

2. A dated copy of the Final Eligibility Register shall be posted in the Des Plaines City Hall. The copy shall include the date of expiration of the register, which shall be two years after the date of posting.

SECTION 6 – Original Appointment

A. Appointment from this Final Eligibility Register is subject to a satisfactory Polygraph Test, a Background Investigation, a test to screen for the use of drugs and/or narcotics, and an oral interview, as determined by the Board. Each of these examinations shall be on a pass/fail basis, as determined by the Board. These examinations may occur any time while the Final Eligibility Register is valid. Applicants who fail to successfully complete any of the above examinations shall have their names stricken from the final eligibility list. This shall not preclude any such applicant from applying for testing processes for future lists, provided he/she meets the requirements for participation at the time of the future process.

B. If the Board has elected to use the CPAT, applicant shall be required to have a valid CPAT card dated within one year of the anticipated date of hire if a conditional offer has been tendered to the applicant. If it has been longer than one year since an applicant's physical ability examination, the Board may elect to have a second physical ability examination conducted prior to making a conditional offer of employment to the applicant. If, based on the second examination, the physical ability of the applicant shall be found to be less than the minimum standard, the applicant shall not be appointed. The applicant's name may be retained upon the Final Eligibility Register for a future potential appointment prior to the expiration date of the register. In such instance, the applicant may again be examined, and if the physical ability of the applicant is found to be less than the minimum standard, the applicant shall not be appointed and the name of the applicant shall be stricken from the Final Eligibility Register.

C. After an applicant has received a conditional offer of appointment, the applicant shall be required to submit to an in-depth Psychological Examination and a thorough Medical Examination. The City may require the candidate to provide a valid CPAT card or repeat the physical ability test if more than one year has elapsed from the original date of the physical ability test.

D. At such time that the Final Eligibility Register has been depleted to 30 eligible applicants or is within six months of the posted expiration date, it shall be the option of the Fire Chief to recommend to the Board to begin the next examination cycle.

SECTION 7 – Original Appointment – Written Examinations

Information as to the type of written examination employed by the Board will be provided. All examination papers shall be and shall remain the property of the Board and the grading thereof by the Board shall be final and conclusive and not subject to review by any other board or tribunal of any kind or description. Applicants who fail to achieve a passing grade will be notified and eliminated from all further consideration.

SECTION 8 – Background Investigation

A. Elements of Investigation. Each applicant on the Final Eligibility Register may be fingerprinted and photographed for the purpose of conducting a background investigation. The Fire Chief or the Fire Chief's designee, (with prior approval of the designee by the Board), shall conduct a detailed character and background investigation to review the applicant's employment history, references, educational background, criminal history, credit history, litigation history, military record, driving record, neighborhood and community standing and service, and such other data and information pertinent to a proper review and analysis of the applicant. The results of such investigation shall be submitted to the Board for review prior to any oral examination.

B. Oral Examination. As part of the Background Investigation, all Board members shall participate in the Oral Examination except wherein one Board member is absent due to illness or when matters of an emergency nature preclude his/her attendance. In no event shall less than two Board Members conduct the Oral Examination. The Fire Chief or one or more of the Fire Chief's designee(s), may be present to answer questions of the Board or to provide clarification. On completion of each Oral Examination, the Board will discuss the applicant. Each Board member will then evaluate the applicant. Applicants who fail to successfully complete the Oral Examination will be notified and eliminated from all further consideration.

SECTION 9 – Professional Examination and Tests

A. The in-depth Psychological Examination shall be performed by a licensed psychologist designated by the Board and approved by the City Council.

B. The Polygraph Tests shall be administered by a licensed operator designated by the Board and approved by the City Council.

C. The Medical Examinations shall be performed by a licensed physician designated by Board and approved by the City Council.

D. The Physical Ability Tests shall be administered by persons designated by the Board and approved by the City Council.

E. An applicant's binocular vision must be correctable to 20/20.

SECTION 10 – Probationary Appointment

A. All vacancies to the Fire Department shall be filled by individuals from the Final Eligibility Register in the order in which their names appear on the register and having met all requirements previously listed. If the Board has reason to conclude that the highest-ranked applicant fails to meet the minimum standards for the position, or if the Board believes an alternate applicant would better serve the needs of the fire department, then the Board may pass-over the highest-ranked person and appoint any applicant who is in the top 5% (of the number of applicants) on the Final Eligibility Register (if 5% is less than five applicants, then the Board may appoint any of the top five ranked applicants).

B. Each original appointment shall be for a probationary period not to exceed 12 months in duration from the date of appointment to the Fire Department, which 12 months may exclude periods of training (including up to two weeks of Department/City orientation, any time spent at the Fire Academy, any time spent in basic- and operations-level Hazardous Materials training, up to four weeks of local preparation for shift assignment while on a 40-hour week schedule, and up to 10 24-hour shifts for paramedic system-entry and orientation programs) and any leaves (including injury or illness leaves) in excess of 30 calendar days.

C. Any person whose name appears on the Final Eligibility Register may decline appointment one time. It shall be the option of the Board to strike from or maintain on the register the name of such an applicant, without otherwise altering the applicant's original position on the Final Eligibility Register, if the applicant declines an appointment a second time.

SECTION 11 - Certification

Final certification of probationary Firefighters/Paramedics shall be subject to successful completion and acceptance into the EMS system that the City of Des Plaines Fire Department is currently a part of as a paramedic, receipt of an Office of the Illinois State Fire Marshal certification as a Firefighter 2 or Basic Firefighter, and receipt of an Office of the Illinois State Fire Marshal certification in Hazardous Materials Operations within the prescribed probationary period. Inability to successfully complete all of these courses shall be grounds for dismissal.

CHAPTER VII – FIRE DEPARTMENT PROMOTIONAL EXAMINATIONS

SECTION 1 – General – Fire Department

Promotions to the rank of Lieutenant shall be in accordance with the provisions of this Article. The examination process for promotion to the rank of Lieutenant shall be competitive among employees in the rank of Firefighter who meet the eligibility

requirements set forth in Section 2 below and desire to submit themselves to such process.

SECTION 2 – Eligibility Requirements

Members of the bargaining unit shall be eligible to participate in the process for promotion to Lieutenant if, as of the date of the first examination component, they:

- a) have served at least five years on the job as a Des Plaines Firefighter, and
- b) are certified as Firefighter 3 or Advanced Firefighter as established by the Illinois Office of the State Fire Marshal. The applicant's Firefighter 3 certificate must be in the possession of the Fire Department's Training Division prior to the date of the first examination component. Furthermore, for an applicant to be promoted to the rank of Lieutenant, the applicant must have a total of at least eight years on the job as a Des Plaines Firefighter. Any future amendments to the eligibility requirements delineated in this section shall be published by the Board at least one year prior to such amendments taking effect.

Upon the announcement of the promotional examination, members will be required to submit to the Fire Chief a resume and a cover letter requesting to participate in the promotional process by the date indicated on the examination announcement.

SECTION 3 – Components of the Promotional Process and the Weighting of Components

A Lieutenant Promotional eligibility list shall be created based on the points achieved by the applicants on weighted components of the testing process. The City and the Firefighters' Bargaining Representative shall negotiate the components of each testing process, and each component's relative weighting, prior to the testing process. If an agreement on the components and weighting cannot be reached six months prior to the scheduled date for the first component, then the following examination components and weighting shall be utilized without further bargaining or interest arbitration proceedings:

Component	Percentage Weighting
Chief's Points	10%
Seniority	10%
Assessment Center	
Tactical	20%
Training Presentation	10%
Written examination	50%

Scores on each component shall be "standardized." For each applicant, the standardized score for each test component will be multiplied by the component's relative percentage weighting. The resulting scores for the components will be added to determine the applicant's final score for the promotional process.

The Board will publish the dates of the testing components, and this will be posted at each fire station and the Fire Prevention Bureau. If an applicant wishes to participate in the promotional process, (s) he shall submit in writing, on a designated form, his/her request. Each eligible applicant shall be entitled to participate in all components of the promotional process. If an applicant wishes to withdraw from the promotional process before the completion of all components of the promotional process, the applicant shall so advise the Board in writing.

Notwithstanding the above-indicated "default" components and weighting, for the 2019 Lieutenant promotional process only, the following shall be the components, relative weighting, and descriptions:

<u>Component</u>	<u>Percentage Weighting</u>
Chief's Points	10%
Seniority	10%
Assessment Center	
Fire Tactical Exercise	10%
Non-Fire Tactical Exercise	10%
Training Presentation	10%
Leadership Exercise	10%
Written examination	40%
Veterans Preference Points (Following Preliminary List Establishment)	
In accordance with 50 ILCS 742/55, 65 ILCS 5/10-2.1-11	

For the 2019 process, the raw score ("not standardized") for the Assessment Center- (40%) and Written Examination for each applicant will be multiplied by the component's relative percentage weighting. The resulting scores for the components will be added together and added to the Chief's Points raw score and Seniority Points raw score (which are already on 0-10 point scales to result in their 10% weighting) to determine the applicant's score on the Preliminary Promotion List.

SECTION 4 – Promotion Process Components

If, pursuant to Chapter VII, Section 3, above, the City and the Bargaining Representative cannot reach agreement on the promotional testing components and weighting, and thus the components/weighting delineated in Section 3 are to be used, then the components of the promotion process shall be administered in the following order:

a) Seniority Points.

Zero seniority points shall be awarded for less than 78 months of service in the Fire Department up to and including the date of the first testing component. 0.2631 seniority points shall be awarded for the completion of 78 months of service, and for each additional 6 months of service completed, an applicant is awarded 0.2653 seniority points for the completion of the 295th through 300th months of service. The maximum number of seniority points that may be awarded under this section is 10. Months of service shall exclude any breaks of service due to unpaid leave exceeding 30 calendar days. Seniority points will be calculated to four decimal points. The posting of seniority points shall include listings of any breaks in service, the total of eligible time, and the total number of seniority points.

b) Chief's Points.

For confidentiality, each applicant shall be assigned an identification number at random that will correlate to the amount of chiefs points earned on the posted list. The posting of the Chief's points shall include identification number and total number of points awarded. Upon posting of the Chief's points, an applicant will only have 14 days from the posted date to request, in writing, a breakdown of his Chief's points.

c) Assessment Center.

The assessment center shall be developed by an independent outside agency hired by the Board. The Assessment Center shall include one EMS or rescue simulation, one fire tactical simulation with a written report due after the exercise, and a training presentation. Notwithstanding the previous sentence, for the 2019 promotion process only, the Assessment Center shall include one fire tactical simulation with a written report due after the exercise, a tactical simulation of another nature, a training presentation, and an exercise demonstrating leadership ability. State certified assessors need not be utilized if the City and the employee's Bargaining Representative can agree on a list of alternate assessors to be used in the Assessment Center. If agreement cannot be reached on the alternate assessors to be used, then state certified assessors must be utilized for the Assessment Center.

d) Written Examination.

The written examination shall be administered after all the other components have been administered. The subject matter of the written examination shall fairly test the capacity of the applicant to discharge the duties of a Lieutenant. The written examination shall be developed by an independent outside agency. The examination shall be based only on the contents of written materials that the Fire Chief has identified as being appropriate for promotion to the rank of Lieutenant in the Des Plaines Fire Department and made available to potential examinees at least 180 days before the examination is administered. The test questions and material must be pertinent to the rank of Lieutenant. The written examination will be graded on a scale of 0 (i.e., no questions answered correctly) to 100 (i.e., all questions answered correctly) and shall count for 50% of the overall promotional score.

SECTION 5 – Monitors

Up to two impartial persons who are not members of the Des Plaines Fire Department may be selected by the Union to serve as monitors. If the Union designates such monitors, the City may also designate up to two monitors. Each party shall be responsible for all the costs and expenses of its designated monitors. Monitors are authorized to be present and observe the following components of the promotional process: written examination, individual oral examinations (if any), and assessment center. Monitors shall not interfere with the promotional process, but shall report in writing to the Union, the Fire Chief, and the Board the full details and facts concerning any observed or suspected violations of the provisions of this Article that are applicable to the component being observed. To be considered, such written report must be submitted within three calendar days of the date of the observed or suspected violation.

SECTION 6 – Scoring of Components and Posting of Promotion List

The scores for each component of the promotional process shall be disclosed to each applicant as soon as practicable after the component is completed. Once all applicants have completed all components of the promotional process, the scores for all components for each applicant shall be tallied and a promotional list shall be prepared by the Board on which applicants shall be ranked in rank order based on the highest to the lowest points scored on all components of the promotional process. In case of a tie on the promotional list at any position, applicants shall be ranked in order of seniority. This promotion list shall then be posted on the bulletin board at each fire station and in the fire prevention bureau. Veterans' preference points will not be awarded as part of the promotional examination process in the Fire Department.

Notwithstanding the previous paragraph, for the 2019 Lieutenant Promotional process only, once all candidates have completed all components of the promotional process, the scores for all components for each candidate shall be tallied and a Preliminary Promotional

List shall be prepared by the Board of Fire & Police Commissioners on which candidates shall be ranked in rank order based on the highest to lowest points scored on all components of the promotional process. In case of a tie on the promotional list at any position, candidates shall be ranked in order of seniority.

Veterans Preference Points. For the 2019 Lieutenant Promotional Process only, following the publication of the Preliminary Promotional List, a candidate who was engaged in a military or naval service of the United States at any time for a period of one year, and who was honorably discharged therefrom, or who is now or who may hereafter be on inactive or reserve duty in such military or naval service, not including, however, persons who were convicted by court martial of disobedience of orders where such disobedience consisted in the refusal to perform military service on the ground of alleged religious or conscientious objections against war, and whose name appears on the Preliminary Promotion List shall be preferred for promotional appointment by adding to the candidate's score on the Preliminary Promotion List 7/10 of one point for each 6 months or fraction thereof of military or naval service not exceeding 30 months. The Final Promotional List shall then be posted on the bulletin board at each fire station and in the fire prevention bureau.

SECTION 7 – Order of Selection

When there is a vacant or newly created position in the rank of Lieutenant that the City Council has funded and the City Manager has authorized to be filled, the Fire Chief shall appoint the person with the highest ranking on the final promotional list who has at least eight years on the job as a Des Plaines Firefighter; except the Fire Chief shall have the right to pass over that person if the Fire Chief has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of Lieutenant since the posting of the promotional list. If the ranking person is passed over, the Fire Chief shall document the reasons for the decision and shall so advise the person passed over. Unless the reason for passing over the highest-ranking person on the list at the time of the vacancy is not remediable, no such person shall be passed over more than once unless (s)he has less than eight (8) years on the job.

Any applicant may refuse a promotion once without losing his or her position on the final promotional list. Any applicant who refuses a promotion a second time shall be removed from the final promotion list, provided that such action shall not prejudice a person's opportunity to participate in future promotional processes.

The Lieutenant who is on the one-year probationary period as a result of promotion shall be subject to demotion per Chapter IX, Section 9, Subsection C.

SECTION 8 – Duration of Final Promotion List

An eligibility promotion list shall expire three years from the date of its posting or shall expire on the date that the list is exhausted, whichever occurs earlier.

CHAPTER VIII - ORDER OF RANK, CLASSIFICATION AND OATH OF OFFICE

SECTION 1 - Rank

The order of rank in the Police Department shall be as provided by ordinance and municipal budget.

The order of rank in the Fire Department shall be as provided by ordinance and municipal budget.

SECTION 2 - Classification

The Board classifies such offices in the fire and police services for the purpose of establishing and maintaining standards for examinations and promotions based upon job descriptions and departmental regulations.

SECTION 3 – Oath of Office

Before entering duty, any person about to become a member of the Fire or Police Department, or any member about to be promoted, shall take the following oath, before any person authorized to administer oaths in the State of Illinois:

I, _____, do solemnly swear or affirm that I will support the Constitution of the United States, and the Constitution of the State of Illinois, and that I will faithfully discharge the duties of the office of _____ according to the best of my ability.

Signed _____

Subscribed and sworn to before me this _____ day of _____, 20____.

NOTARY PUBLIC

**CHAPTER IX - HEARING OF CHARGES, REMOVAL,
SUSPENSIONS, DISCHARGES, AND DEMOTIONS**

SECTION 1 – Hearing of Charges

- a) Hearings before the Board are not common law proceedings. The provisions of the "Code of Civil Procedure" do not apply to hearings before the Board.
- b) "Counsel" as used herein means a person who has been admitted to the bar as an attorney-at-law in this State.
- c) No rehearing, reconsideration, modification, vacation, or alteration of a decision of the Board shall be allowed.
- d) "Cause" is some substantial shortcoming which renders continuance in employment in some way detrimental to the discipline and efficiency of the public service and something which the law and sound public opinion recognize as cause for the officer to no longer occupy his/her position. The right to determine what constitutes cause lies within the Board. Cause is not required for the discipline or discharge of entry level probationary Firefighters and Police Officers.
- e) The complainant or appellant initiating any proceedings which call for a hearing before the Board shall have the burden of proof to establish by a preponderance of the evidence that cause for discipline exists or that a suspension, previously imposed by the Chief of a department, is unwarranted. Should the question of a crime be involved, the rule of "reasonable doubt" shall not control.
- f) The phrase "preponderance of evidence" is defined as the greater weight of the evidence, that is to say, it rests with that evidence which, when fairly considered produces the stronger impression, and has a greater weight, and is more convincing as to its truth when weighted against the evidence in opposition thereto.
- g) All hearings shall be public, in accordance with the Open Meetings Act.
- h) At the time and place of hearing, both parties may be represented by counsel, if they so desire.
- i) All proceedings before the Board during the conduct of the hearing shall be recorded by a court reporter to be employed by the Board.

- j) The records of all hearings will not be transcribed by the reporter unless requested to do so by the Board or any party of interest.
- k) All witnesses shall be sworn prior to testifying and the matter will be decided by the Board solely on evidence presented at the hearings.
- l) The Board will first hear the witnesses either substantiating the charges which have been made against the respondent or in support of an appeal brought by a suspended police officer or firefighter. Thereafter the other party may present and examine those witnesses whom he or she desires the Board to hear. All parties shall have the right to cross-examine witnesses presented by the opposite party.

SECTION 2 – Hearing Procedure

- a) **COMPLAINTS:** No non-probationary police officer or firefighter shall be removed or discharged except for cause, upon written charges, and after an opportunity to be heard in his/her own defense. In all cases, written complaints shall be filed in quintuplicate, setting forth a plain and concise statement of the facts upon which the complaint is based.
- b) **PROBABLE CAUSE:** The Board shall have the right to determine whether there is or is not probable cause for hearing a complaint and may conduct such informal hearings as may be necessary for such purpose.
- c) **NOTIFICATION OF HEARING:** Upon the filing of a complaint in quintuplicate with the Secretary of the Board, and the determination by the Board of proper cause for entertaining said complaint, the Secretary of the Board shall notify both the complainant and respondent, either by registered or certified mail, return receipt requested, or personally, of the time and place of the hearing of the charges contained in the complaint. The respondent shall also be served with a copy of the complaint, and if an Order of Suspension Pending a Hearing is entered by the Board, the respondent, the complainant, the Chief of the Department, the treasurer, comptroller, manager, or other financial officer of the City shall be notified of the entry of such Order of Suspension Pending a Hearing, and be served either personally or by registered or certified mail, return receipt requested, with a copy of such Order.
- d) **CONTINUANCES:** The matter of granting or refusing to grant a continuance of a hearing is within the discretion of the Board.

- e) **STIPULATIONS:** Parties may, on their own behalf, or by Counsel, stipulate and agree in writing, or on the record, as to evidentiary facts. The facts so stipulated shall be considered as evidence in the proceeding.

In the event an officer has been suspended without pay pending a hearing, at the request of the officer, one continuance will be granted for the purposes of conducting discovery. If one such continuance has been granted, and said officer requests further continuances for purposes of conducting discovery, the Board shall have the right, in its discretion, to not grant said request unless the officer so stipulates and agrees that no compensation shall be paid to said officer during the period of the additional continuances.

- f) **SUFFICIENCY OF CHARGES-OBJECTIONS TO:** Motions or objections to the sufficiency of charges must be filed or made prior to or at the hearing before the Board.

SECTION 3 - Subpoenas

- a) Any party to an administrative hearing may, at any time before the hearing, make application to the Board by filing with it a written request for subpoenas for any individual to appear for a hearing or have them produce books, papers, records, accounts and other documents as may be deemed by the Board to be relevant to the hearing. On the filing of such application, subpoenas will be issued for the named persons. Subpoenas may be served by any person 21 years of age or older designated by the party requesting the subpoenas. Application for subpoenas should contain the names and addresses of the individuals to be subpoenaed, and the identity of any documents which they are to produce. Subpoenas will not be issued for anyone residing outside of the State of Illinois.
- b) Any request for continuance by reason of inability to serve subpoenas shall be filed in the office of the Board at least three (3) days before the date set for such hearing, provided, however, that the Board in its discretion may waive this rule.

SECTION 4 - Service

All papers required by these Rules and Regulations to be served shall be delivered personally to the party designated, or mailed by United States mail in an envelope properly addressed with postage prepaid, to the designated party at his/her last known residence as reflected by the complaint filed with the Board, except as herein otherwise provided. Proof of service of any paper may be made by the certification of any person so mailing the paper or delivering the same to the designated party personally, or by filing a return receipt showing that a paper was mailed, by either registered or certified

mail, return receipt requested, to a party's address where it was received by a named party.

SECTION 5 - Filing

All papers may be filed with the Board by mailing them or delivering them personally to the Secretary of the Board at the City of Des Plaines, Illinois. For the purposes of these Rules and Regulations, the filing date of any paper shall be the date it was received in the Board's office, in the event the paper is delivered personally or by messenger. In the event a paper is forwarded by mail, then the filing date shall be the date which is postmarked on the envelope of such paper.

SECTION 6 – Forms of Paper

- a) All papers filed in any proceeding shall be typewritten or printed and shall be on one side of the paper only.
- b) If typewritten, the lines shall be double spaced, except that long quotations may be single spaced and indented.
- c) All papers shall be not larger than 8-1/2" by 11" with inside margins of not less than one inch.
- d) The original of all papers filed shall be signed in ink by the party filing the paper or by an officer, agent, or attorney thereof and copies thereof provided the opposing party or his counsel.
- e) If papers are filed by an attorney, his name and address shall appear thereon.

SECTION 7 – Computation of Time

The time within which any act under these Rules and Regulations is to be done shall be computed by excluding the first day and including the last, unless the last day is Saturday, Sunday or is a holiday as defined or fixed in any statute now or hereafter in force in the State, and then it shall also be excluded. If the day succeeding such Saturday, Sunday or holiday is also a holiday or a Saturday or Sunday then such succeeding day shall also be excluded.

SECTION 8 - Suspension

- a) **BOARD SUSPENSION:** The Board may suspend any member of the Fire or Police Department against whom charges have been preferred, pending a hearing of the charges by the Board, but not to exceed 30 days, without

pay, at any one time. If the Board determines that the charges are not sustained, such member shall be reimbursed for all compensation withheld, except such compensation withheld due to said member's request for a continuance pursuant to Section 2(e) above.

- b) **AUTHORITY OF CHIEF OF DEPARTMENT:** The Chief of the Fire or Police Department shall have the right to impose fines and order forfeitures of leave time not to exceed an equivalent of five days pay, or suspend any officer under his command for a period totaling not more than five days, providing no charges on the same offense have been filed and are pending before the Board, and he/she shall notify the Board in writing within 24 hours of the fine, forfeiture of leave time and/or suspension. Any police officer or firefighter may appeal any such action so imposed, to the Board for a review within five calendar days after receiving notice thereof, by filing notice of such appeal in writing with the Secretary of the Board. A hearing shall be had upon such appeal, and due notice given to the Chief of the Department who imposed such action upon the officer, and to the officer. The burden of establishing that the action is unwarranted shall be upon the individual bringing the appeal. Fines and forfeiture of leave time may only be imposed against the ranks of Lieutenant and above in the Fire Department and Sergeant and above in the Police Department.
- c) Upon such appeal, the Board may sustain the action of the Chief of the Department, may reverse, and if suspended, with instructions that the officer so suspended receive his pay for the period involved, may impose lesser or greater fines or forfeiture of leave time, suspend the officer for a period of not more than 30 days, or discharge him, depending on the evidence presented. The Board may suspend the officer for a period up to but not greater than ninety (90) days if the Board makes the determination that the pending charges warrant dismissal. Any officer who has previously served a thirty (30) day suspension, may be suspended for a period up to but not greater than ninety (90) days if the charges so warrant.

SECTION 9 – Discharge, Suspension, or Demotion after Hearing

- a) Discharge from office, or suspension from service in the Fire or Police Department shall be in compliance with the Illinois Board, 65 ILCS 5/10-2.1-1, *et seq.*, as amended. Fines and forfeitures of leave time and suspensions greater than 30 days shall be in compliance with Title II, Chapter 6 of the City Code of Des Plaines.
- b) Fines shall be assessed on the basis of an amount not to exceed the member's regular eight hours pay, per day. For the purposes of this Chapter, "day" shall mean a "shift day" except with respect to Department

members who may be assigned to 24-hour tours of duty, in which case a day shall mean one-third thereof.

- c) The Board shall have the authority, in addition to any other penalties provided in this Chapter, to demote for cause a person who is in his/her one-year probationary period either as a police sergeant or lieutenant or fire lieutenant or captain. A ranked employee may request a lower rank at any time and the Board will consider such a request.
- d) The Board shall, within a reasonable time after the hearing is completed, enter its findings on the records of the Board.

SECTION 10 – Date of Hearing

The time for the hearing of charges shall be set by the Board for a date within 30 days of the time of the filing of such charges. Continuances may be granted from time to time upon motion of any party to the proceeding by order of the Board. This time limitation is not applicable to hearings conducted to review suspensions of five days or less imposed by a Chief of a department on one of its members.

SECTION 11 – Finding and Order

In case any member of the Fire or Police Department shall be found guilty of the charges preferred against him after a hearing by the Board, he may be fined, ordered to forfeit leave time, discharged, or suspended for a period not exceeding 90 days, without pay, as set forth in Section 8(c) above. Fines and forfeiture of leave time may only be imposed against the ranks of Lieutenant and above in the Fire Department and Sergeant and above in the Police Department. Upon an appeal, the Board may sustain the action of the Chief, may reverse it, in whole or in part, or may suspend the officer or firefighter for an additional period of not more than 90 days as set forth in Section 8(c) above, or fine, order forfeiture of leave time or discharge him depending on the facts presented.

SECTION 12 – Rules - Conflict

The personnel of the Fire and Police Departments shall be governed by the Rules and Regulations as adopted by the Board and the Rules and Regulations of the Fire and Police Departments as approved by Council. In case of conflict, the Rules and Regulations of the Board shall govern.

SECTION 13 – Political Contributions

No person in the Fire Department or Police Department of the City of Des Plaines, Illinois, shall be under any obligation to contribute any funds or render any political service, and no such person shall do so or be removed or otherwise prejudiced for refusing to do so. No person in the Fire Department or the Police Department of the City of Des Plaines, Illinois, shall discharge or promote or reduce, or in any manner change the official rank or compensation of any other person in such service, or promise or threaten to do so, for withholding or refusing to make any contribution of money or service or any other valuable thing for any political purpose, or in any other manner, directly or indirectly, use his official authority or influence to compel or induce any other person to pay or render any political assessment, subscription, contribution or service.

SECTION 14 – Exercise of Political Rights

No employee shall be in any way inhibited or prohibited from exercising his/her full political rights to engage in political activities including the right to petition, make speeches, campaign from door to door, and to run for public office so long as the employee does not use his/her official position to coerce or influence others and does not engage in these activities while he/she is on duty.

SECTION 15 – Violation of Rules

All members of the Fire and Police Departments shall be subject to the rules and regulations of such Departments, and the Rules and Regulations of the Board, and a violation of such rules or regulations may be cause for the filing of charges before the Board, a subsequent hearing and action by the Board on such charges.

SECTION 16 – Violation of Law

Any violation of federal, state or city laws by any member of the Fire or Police Department of the City may be cause for the filing of charges against said officer, except as herein otherwise provided.

SECTION 17 – Finding and Decision

The finding and decision of the Board, following a hearing of charges, shall be preserved by the Secretary, and notice of said finding and decision sent to the officer involved and the department head for enforcement. If the finding or decision is that an officer or employee is guilty of charges investigated, and a fine, forfeiture of leave time, suspension, demotion or discharge is ordered, such order shall become effective forthwith. (See Section 9 of this Chapter).

CHAPTER X - GENERAL

SECTION 1

All officers and members of the Fire and Police Departments shall observe and obey all rules, regulations and orders of the Board which are in force or which may be adopted hereafter as well as all rules and regulations for the operation of the Fire and Police Department.

SECTION 2

The Board shall have such other powers and duties as are given it by the Statutes of the State of Illinois and/or by City ordinance.

SECTION 3

Amendments to the Rules and Regulations of the Board may be made at any meeting of the Board. A notice shall be published, in a newspaper of general circulation in the City, specifying where such Rules and Regulations are available for inspection. The notice shall specify the date, not less than ten (10) days subsequent to the date of such publication when said Rules and Regulations shall become effective.

SECTION 4 – Leave of Absence

Leaves of Absence shall be granted by reason of Military service or duty related disability as specified in 65 ILCS 5/10-2.1-23. If a Leave of Absence is granted during a probationary period, the running of such probationary period shall be suspended until the probationary employee returns from his/her leave of absence.

SECTION 5 – Equal Opportunity/Affirmative Action Employer

Recruitment, selection and promotion procedures will be designed to ensure fundamental fairness to all applicants, regardless of sex, race, religion, creed, color, national origin, age or disability related to an individual's ability to perform essential job functions. The Chief of Police and Fire Chief will have the responsibility and authority for administering the Department's role in the area of recruitment, selection, and promotion.

The Board shall advertise as an Equal Opportunity/Affirmative Action Employer on all employee application forms and in any recruitment advertisements formulated by the City or Board.

**FIRE DEPARTMENT**

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

MEMORANDUM

Date: January 10, 2022
To: Michael G. Bartholomew, City Manager
From: Daniel Anderson, Fire Chief *DA*
Subject: Notice of intent to withdraw from RED Center

Issue: The City of Des Plaines (“City”) had operated its own dispatch center until it entered into agreements to contract those services out to other entities. In September of 2013, the City entered into an intergovernmental agreement for membership in the Regional Emergency Dispatch Center (“RED Center”), located in Northbrook, to provide dispatch services for the Fire Department. In July of 2014, the City entered into an agreement with the Village of Wheeling to provide dispatch services for the Police Department.

The concept of having dispatch services performed by two different centers, in two different locations, focusing on their respective disciplines seems appropriate on the surface. However, with the current model, there is potential for significant issues to occur within the system including, but not limited to, 911 call transfers, interoperability between fire and police, and the economics of such services.

Both the Fire and Police Departments have new leadership throughout their respective administrative staff which has provided an ability to review and look further into how dispatch services are delivered to the City as a whole. Additionally, there have been a number of incidents where the entire dispatch process has impacted responses, communications, and trust in the system.

Analysis: When a person calls 911 from within the City, the call goes directly to the location the police department receives its dispatch services. In the City’s case, a 911 call will typically be answered at the Wheeling Dispatch Center. If the 911 caller is requesting assistance for a fire or medical incident, the caller is transferred to RED Center where the fire department receives its dispatch services only after the police dispatcher obtains certain information in case the call is dropped during the transfer. When a RED Center fire dispatcher answers the call, many of the same questions asked by the police dispatcher are repeated before getting to the reason the person dialed 911.

The transfer of calls from one location to another does create caller frustration or anxiety by having to repeat answers to the very same questions they were just asked by the police dispatcher. Even when the caller is on the line with RED Center, the Wheeling Police dispatcher is still listening and obtaining information for the police department.

In addition to the call transfer issue, anytime the fire department needs police assistance, they need to contact RED Center over the radio. RED Center then calls Wheeling Dispatch via phone and seeks the assistance of the police. The process is reversed when the police need assistance from the fire department. Additionally, the police and fire departments operate on two different radio systems where neither can talk directly to each other without having to use an entirely different radio.

Lastly, the economics of obtaining services through two distinctively different centers can be costly as many functions are duplicated. Additionally, the funding models of both entities are significantly different.

The Fire and Police Chiefs, as well as our administrative staffs have completed a cursory review of the dispatch services for the City and have determined that there may be an opportunity to enhance the services provided to the departments as well as the residents.

Staff has inquired of Northwest Central Dispatch System (“NWCDS”), located in Arlington Heights, regarding their services and potential membership. NWCDS has indicated they have interest in having Des Plaines be part of their system, however final cutover would not occur until the fall of 2023. Both departments desire to continue to completely evaluate the opportunity with NWCDS which may have a direct, positive impact on service to the community, operational interoperability, and be a cost-effective method of delivery of dispatch services.

Staff has reviewed the contracts or by-laws of the current dispatch services and has identified the need to provide RED Center with notice under a very specific timeline. RED Center requires notification of withdrawal at their first Board of Directors Meeting of the fiscal year which will be January 19, 2022. RED Centers by-laws require “written notice of withdrawal by resolution of the Corporate Authorities of the Member”. The City may rescind the notice to withdraw if necessary.

Recommendation: I recommend the approval of Resolution R - 24 - 22 approving written notice of withdrawal to RED Center.

Attachment:

Resolution R - 24 - 22

CITY OF DES PLAINES

RESOLUTION R - 24 - 22

**A RESOLUTION PROVIDING NOTICE OF WITHDRAWAL
FROM PARTICIPATION IN THE REGIONAL
EMERGENCY DISPATCH CENTER.**

WHEREAS, on September 3, 2013, the City Council adopted Resolution R-141-13, approving and authorizing the City to enter into a Joint Fire Department Communications System Agreement ("*Agreement*") to join and participate in the Regional Emergency Dispatch Center ("*R.E.D. Center*") for fire dispatch services; and

WHEREAS, the Agreement provides that any party to the Agreement may withdraw from participation in R.E.D. Center in the manner set forth in the R.E.D. Center By-Laws; and

WHEREAS, Article VIII of the R.E.D. Center By-Laws provides that: (i) any member may give written notice of withdrawal by resolution of the Corporate Authorities of the member at the conclusion of any fiscal year after the second full year of participation; (ii) the notice of withdrawal must be given to the R.E.D. Center Board of Directors at their annual meeting; and (iii) the notice shall be effective no less than one year prior to the date of actual withdrawal; and

WHEREAS, in July, 2014, the City entered into an agreement with the Village of Wheeling to provide dispatch services for the Police Department; and

WHEREAS, in order to optimize services rendered to the public and streamline dispatch costs and logistics, the City is exploring alternate dispatch options whereby both police and fire services would be dispatched by a single dispatch service; and

WHEREAS, in order to pursue an alternate dispatch service, the City desires to provide notice of the City's intention to withdraw from participation in R.E.D. Center to the R.E.D. Center Board of Directors at their 2022 annual meeting; and

WHEREAS, if the City determines that it is in the best interest of the City to continue to participate in R.E.D. Center, the City will rescind its notice of withdrawal in writing and notify the R.E.D. Center Board of Directors of such rescission; and

WHEREAS, the City has determined that it is in the best interest of City and the public to notify the R.E.D. Center Board of Directors of the City's intent to withdraw from participation in R.E.D. Center, in accordance with the Agreement and the R.E.D. Center By-Laws;

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: NOTICE OF WITHDRAWAL. The City Council hereby: (i) declares the City's intention to withdraw from participation in R.E.D. Center no earlier than one year after the date on which this Resolution is transmitted to the R.E.D. Center Board of Directors; and (ii) authorizes the City Manager or his designee to transmit this Resolution to the R.E.D. Center Board of Directors at its annual meeting; all in accordance with the Agreement and the R.E.D. Center By-Laws..

SECTION 3: 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 _____, 2022.

APPROVED this ____ day of _____, 2022.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel