



CITY COUNCIL AGENDA

Monday, June 6, 2022

Closed Session – 6:15 p.m.

Regular Session – 7:00 p.m.

Room 102

CALL TO ORDER

CLOSED SESSION

PERSONNEL

PURCHASE OF PROPERTY

SALE OF PROPERTY

LEASE OF PROPERTY

REGULAR SESSION

ROLL CALL

PRAAYER

PLEDGE OF ALLEGIANCE

PROCLAMATION

JUNETEENTH (JUNE 19)

LGBTQ+ PRIDE MONTH

PUBLIC COMMENT

(matters not on the agenda)

ALDERMEN ANNOUNCEMENTS/COMMENTS

MAYORAL ANNOUNCEMENTS/COMMENTS

Motion to Extend Declaration of Civil Emergency

CITY CLERK ANNOUNCEMENTS/COMMENTS

MANAGER'S REPORT

CITY ATTORNEY/GENERAL COUNSEL REPORT

CONSENT AGENDA

1. **RESOLUTION R-101-22:** Approving the Purchase of a Terex XTPRO 60 Aerial Truck Through Sourcewell Contract #110421-TER from Terex Utilities, Inc., Watertown, South Dakota in the Amount of \$250,634. Budgeted Funds – Equipment Replacement Fund.
2. **RESOLUTION R-104-22:** Authorizing the Execution of an Intergovernmental Agreement with Community Consolidated School District 62 for Cost-Sharing of the Crossing Guard Program Provided by Andy Frain Services
3. **RESOLUTION R-105-22:** Approving a Second Reduction of the Parking Lot Restoration Deposit Letter of Credit for the Bayview-Compasspoint Mixed-Use Development at 1425 Ellinwood Avenue from \$325,000 to a New Balance of \$32,500
4. **RESOLUTION R-107-22:** Approving an Agreement for the Emergency Replacement of the Police Station Ejector Pumps with Metropolitan Industries, Inc., Romeoville, Illinois in the Amount of \$36,327. Budgeted Funds – Facilities & Grounds/Maintenance.
5. **RESOLUTION R-108-22:** Approving an Agreement with ComEd for the Installation of an Electric Facility for the Lake Opeka Pump Station at 1011 Howard Avenue in the Amount of \$20,391.36. Budgeted Funds for City’s Share of the Cost of \$14,273.95 - Capital Projects/Improvements.
6. **SECOND READING – ORDINANCE M-18-22:** Approving a New Class B (Bulk Sales Retail, Off-Site Consumption Only) Liquor License for N&B Wine & Spirits, Inc., d/b/a Lyon’s Beverage Depot, 959 Oakton Street
7. Minutes/Regular Meeting – May 16, 2022
8. Minutes/Closed Session – May 16, 2022

UNFINISHED BUSINESS

1. Discussion of Metropolitan Square Plaza *Revised* Redesign Options (The Lakota Group) (*deferred from 5/2/22 City Council Meeting*)

NEW BUSINESS

1. **FINANCE & ADMINISTRATION** – Alderman Artur Zadrozny, Chair
 - a. Warrant Register in the Amount of \$4,446,843.13 – **RESOLUTION R-109-22**

2. **COMMUNITY DEVELOPMENT** – Alderman Malcolm Chester, Chair
 - a. Consideration of a Request for Additional Deferral of Ordinance Z-12-22 - Conditional Use for a Commercially-Zoned Assembly Use (Banquet Hall) in the C-3 District at 1730 Elmhurst Road – **FIRST READING—ORDINANCE Z-12-22 (deferred from 5/16/22 City Council Agenda)**
 - b. Consideration of a Major Variation for Height of a Detached Garage at 1311 East Prairie Avenue – **FIRST READING – ORDINANCE Z-13-22**
 - c. Consideration of a Waiver of a Condition in a Compliance and Temporary Abeyance of Zoning Enforcement Agreement for Permanent Commercial Parking at 3001 Mannheim Road – **RESOLUTION R-110-22**

3. **PUBLIC WORKS** – Alderman Colt Moylan, Chair
 - a. Consideration and Discussion of a Multi-Way Stop Control at the Intersection of Prairie Avenue and Third Avenue – **FIRST READING – ORDINANCE M-19-22**

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: May 23, 2022
To: Aldermen
From: Andrew Goczkowski, Mayor *AG.*
Cc: Michael G. Bartholomew, City Manager
Subject: Proclamation

At the beginning of the June 6, 2022 City Council Meeting, we will be issuing a Proclamation declaring June 19, 2022 as Juneteenth Day.

OFFICE OF THE MAYOR

CITY OF

DES PLAINES, ILLINOIS

WHEREAS, every year, we celebrate Juneteenth, a day designated as a celebration commemorating the end of slavery in the United States and to reflect on our nation's history; and

WHEREAS, on June 19, 1865, Union soldiers led by Major General Gordon Granger, arrived in Galveston, Texas to enforce the Emancipation Proclamation – signed by President Lincoln over two and a half years prior on September 22, 1862 – and freed all remaining enslaved people in the state of Texas; and

WHEREAS, Texans began the celebration of Juneteenth in 1866, with community events; and as freed families emigrated from Texas to other parts of the United States, they carried the Juneteenth celebration with them; and

WHEREAS, on this historic holiday, we must remember the sacrifice of all slaves who fought for their freedom and all the individuals who used their freedom to fight and end slavery; and

WHEREAS, the City of Des Plaines encourages all residents to explore this important celebration of African American culture, history and pride; and may this day remind us of the promise of freedom and equality; and

WHEREAS, Juneteenth shall be observed as a pivotal Emancipation Day and as a remembrance of the long march toward equality, as well as to acknowledge contributions of African Americans to the nation.

Now, therefore, I, ANDREW GOCZKOWSKI, MAYOR OF THE CITY OF DES PLAINES, do hereby proclaim June 19, 2022 as

JUNETEENTH DAY

Dated this 6th day of June, 2022

Andrew Goczkowski, Mayor



OFFICE OF THE MAYOR

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

MEMORANDUM

Date: May 23, 2022
To: Aldermen
From: Andrew Goczkowski, Mayor *AG.*
Cc: Michael G. Bartholomew, City Manager
Subject: Proclamation

At the beginning of the June 6, 2022 City Council Meeting, we will be issuing a Proclamation declaring the month of June as LGBTQ+ Pride Month.

OFFICE OF THE MAYOR

CITY OF

DES PLAINES, ILLINOIS

WHEREAS, LGBTQ+ (Lesbian, Gay, Bisexual, Transgender, and Queer) Pride Month is celebrated nationally each year in the month of June; and

WHEREAS, the City of Des Plaines continues to be dedicated to growing a welcoming community and ensuring that our town is an exceptional place for all to live, learn, work, play, and raise a family; and

WHEREAS, all people regardless of age, gender identity, race, color, religion, marital status, national origin, sexual orientation, or disabilities have the right to be treated on the basis of their intrinsic value as human beings; and

WHEREAS, on June 28, 1969, the Stonewall Uprising became a tipping point for the gay rights movement where members of the LGBTQ+ community rose up in protest, which later served as a catalyst for the gay rights movement in the United States and around the world; and

WHEREAS, the LGBTQ+ community has made great strides forward, but equality, inclusion, and acceptance have not yet been fully achieved. We must practice these values and teach them to future generations; and

WHEREAS, the City recognizes that it is imperative that all people in our community, regardless of sexual orientation or gender identity, feel valued, safe, empowered, and supported by their peers, educators, and community leaders; and

Now, therefore, I, ANDREW GOCZKOWSKI, MAYOR OF THE CITY OF DES PLAINES, do hereby proclaim the month of June as

LGBTQ+ PRIDE MONTH

Dated this 6th day of June, 2022

Andrew Goczkowski, Mayor



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: May 25, 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: Aerial Bucket Truck Purchase

Issue: The approved 2022 budget includes \$260,000 in funding for an aerial bucket truck.

Analysis: The Street Division utilizes an aerial bucket truck regularly for tree maintenance operations, streetlight maintenance, and other aerial applications as needed. Staff assessed products from multiple manufactures of this type of vital equipment: Terex, Altec, and Versalift.

After review of the model options available and the City's current equipment, the Terex XTPRO 60 mounted to a Freightliner M-2 chassis was chosen by crew members and staff to best fit the City's needs. The City's current aerial unit is a Terex Hi-Ranger series which provides our maintenance operators an understanding of controls, operations, and maintenance. Terex Utilities, Inc. is the regional supplier of this unit which is available through Sourcewell, which is a cooperative purchasing entity for government and educational agencies of which the City is a member. Per Sourcewell Contract #110421-TER this equipment can be purchased in the amount of \$250,634, which includes five years of required inspections.

Recommendation: We recommend the purchase of a Terex XTPRO 60 Aerial Truck through Sourcewell Contract #110421-TER, from Terex Utilities, Inc., 3140 15th Ave SE, Watertown, SD 57201, in the amount of \$250,634. Source of funding will be the Equipment Replacement Fund account (410-00-000-0000.8020).

Attachments:

Resolution - R-101-22
Exhibit A - Terex Contract #110421-TER Proposal

CITY OF DES PLAINES

RESOLUTION R - 101 - 22

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
TEREX AERIAL TRUCK 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 an aerial bucket truck; and

WHEREAS, after a review of equipment options, City staff determined that the Terex XTPRO 60 Aerial Truck ("**Equipment**") satisfies the City's specifications and will best address the City's needs; and

WHEREAS, Terex Utilities, Inc. ("**Vendor**") is the regional supplier of the Equipment; and

WHEREAS, the City is a member of Sourcewell, ("**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 #110421-TER 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 enter into an agreement with Vendor for the purchase the Equipment in accordance with Sourcewell Contract #110421-TER in the not-to-exceed amount of \$250,634 ("**Agreement**"); and

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

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

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

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

SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT. The City Council hereby authorizes and directs the Mayor and the City Clerk to execute and seal, on behalf of the City, final Agreement only after receipt by the City Clerk of at least one executed copy of the Agreement from Vendor; provided, however, that if the City Clerk does not receive one executed copy of the Agreement from Vendor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Agreement will, at the option of the City Council, be null and void.

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

PASSED this ___ day of _____, 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 Terex Aerial Bucket Truck thru Sourcewell

CITY OF DES PLAINES
CONTRACT FOR PRICING AND DELIVERY
OF TEREX XTPRO 60 AERIAL TRUCK

Full Name of Vendor Terex Utilities, Inc.
Principal Office Address 3140 15th Ave SE, Watertown, SD 57201
Local Office Address _____
Contact Person Erik Dahl Telephone Number 605-520-9583

TO: City of Des Plaines
1111 Joseph Schwab Rd.
Des Plaines, Illinois 60016
Attention: Tom Bueser/Ralph Magak

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

1. Contract to Deliver Products

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

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

B. Performance Standards. The Vendor agrees that the Products will comply strictly with the Specifications attached hereto and by this reference made a part of this Contract. If this Contract specifies a Product by brand name or model, that specification is intended to reflect the required performance standards and standard of excellence that the City requires for the Product. {00126474.1}

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

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

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

2. Pricing

The Vendor shall deliver the Products to the City in accordance with the following prices:

Description of Product	Quantity of Product	Unit Price of Product
TEREX XTPRO 60 AERIAL TRUCK	One (1)	\$245,395
Terex 5 Year Silver Pkg. Custom Inspection Program	One (1)	\$5,239

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

250,634 Dollars and 0 Cents (in figures only)

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

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

1. All prices stated in the Pricing section are firm and shall not be subject to escalation or change without approved change order. If requested price increases cannot be agreed upon in writing, then either party has the right to cancel the order.

2. The City is not subject to state or local sales, use, and excise taxes, and no such taxes are included in the Pricing section, and that all claims or rights to claim any additional compensation by reason of the payment of any such tax are hereby waived and released;

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Products are included in the Pricing; and

4. If a Quantity of Products to be delivered to the City is specified on Page 1 of this Contract, then that amount is an estimate only. The City reserves the right to increase or decrease such quantity, and the total Contract Price to be paid will be based on the final quantity determined by the City for each Product and the actual number of Products that comply with this Contract that are accepted by the City. The Vendor hereby waives and releases all claims or rights to dispute or complain of any such estimated quantity or to assert that there was any misunderstanding in regard to the number of Products to be delivered.

C. Time of Payment

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

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

{00126474.1}

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

3. Contract Time

The Vendor shall deliver the Products to the City at the Delivery Address not later than March 1, 2024 ("**Delivery Date**"). Without waiving any other remedies available to the City under this Contract or at law or in equity, if the Vendor delivers the Products to the City more than 60 days after the Delivery Date, then the total Contract Price shall be reduced by one half of a percent for every seven-day period that elapses within the period of time beginning on the day after the Delivery Date and ending on the actual date that the Vendor delivers the Products to the City except when Force Majeure events occur. **Vendor must notify the City in writing immediately of any delays emanating from COVID-19, Supply Chain, or Chassis availability delays. It will be the City's discretion to waive penalty or extend the Delivery Date based on information provided.**

4. Financial Assurance

A. Indemnification. Except to the extent of the negligence of the City, The Vendor shall indemnify, save harmless, and defend the City against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Vendor's performance, or failure to perform, under this Contract, including, without limitation, any failure to meet the representations and warranties set forth in Section 6 of this Contract. Neither party shall be liable for incidental, indirect, special, or consequential damages even if advised of the possibility thereof.

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

5. Firm Contract

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

6. Bidder's Representations and Warranties

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

A. The Products. All Products, and all of their components, shall be of merchantable quality and, for a period of not less than standard manufacturer

warranties after delivery to the City: (1) shall be free from any latent or patent defects or flaws in workmanship, materials, and design; (2) shall strictly conform to the requirements of this Contract, including, without limitation, the performance standards set forth in Subsection 1B of this Contract; and (3) shall be fit, sufficient, and suitable for the purposes manufactured. The warranties expressed herein shall be in addition to any other warranties applicable to the Products (including any manufacturer's warranty) expressed or implied by law, which are hereby reserved unto the City.

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

C. Not Barred. The Vendor is not barred by law from contracting with the City or with any other unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Vendor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (3) any other reason.

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

7. Acknowledgements

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

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

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

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

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

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

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

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

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


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

K. **Force Majeure.** Seller shall not be liable to Buyer or be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of Seller's obligations in relation to the Products if the delay or failure was due to any cause beyond the reasonable control of Seller including (without limitation) strike, lockout, riot, civil commotion, fire, accident, explosion, tempest, act of God, war, governmental shut down due to a pandemic, stoppage of transport, terrorist activity, supply shortage or changes in government, governmental agency, laws, regulations or administrative practices.

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

Vendor's Name: Terex Utilities, Inc.

Doing Business As (if different): _____

Signature of Vendor or Authorized Agent:  _____

(corporate seal) Printed Name: Stephanie Evans

(if corporation) Title/Position: Sales Operations Manager

Vendor's Business Address: 3140 15th Ave SE, Watertown, SD 57201

Vendor's Business Telephone: (605) 882-4000 Facsimile: (605) 822-5505

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

NAME	TITLE	ADDRESS
Scott Posner	SVP, Secretary & General Counsel	45 Glover Ave, Norwalk, Connecticut 06850
Robert Wylie	Vice President, Chief Tax Officer	45 Glover Ave, Norwalk, Connecticut 06850
Darryl Niven	VP/GM Terex Utilities / Administration	3140 15th Ave SE, Watertown, SD 57201

ACCEPTANCE

The Contract attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the City of Des Plaines (the "City") this ____ day of _____ 20____.

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

CITY OF DES PLAINES

By: _____
 Title: City Manager

TERMS AND CONDITIONS OF SALE
TEREX SOUTH DAKOTA, INC./TEREX UTILITIES, INC.
U.S. and CANADA (except Quebec)

1. Terms and Conditions. The provision by Seller to Buyer of any Equipment or Parts (collectively referred to as “Products”) shall be exclusively governed by these Terms and Conditions of Sale (“Terms and Conditions”) and Seller’s sales order acknowledgement (collectively referred to as “Agreement”). This Agreement cancels and supersedes any and all terms and conditions previously issued by Seller and shall remain in effect unless and until superseded in writing by Seller. Acceptance of an order for Products by Seller shall be deemed to constitute a binding agreement between the parties pursuant to these Terms and Conditions and Buyer agrees that the order may not thereafter be countermanded or otherwise changed without the explicit prior written consent of Seller. No other terms and conditions shall apply, including the terms of any purchase order submitted to Seller by Buyer, whether or not objected to by Seller or whether or not such terms are inconsistent or conflict with or are in addition to these Terms and Conditions. These Terms and Conditions shall be deemed accepted by Buyer if any of the following occurs: (i) if confirmed by Buyer, (ii) if undisputed by Buyer within ten (10) days after receipt, or (iii) if Seller delivers Products to Buyer. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to these Terms and Conditions. The Products are intended for industrial/commercial use by professional contractors and their trained employees and are not intended for use by consumers.

2. Terms of Payments. Payment for Products purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (1) cash in advance; (2) confirmed, irrevocable letter of credit established in such amount and form and at such time and at such bank as shall be approved by Seller in respect of each order; (3) credit account purchases for which payment will be due and payable on net thirty (30) day terms, plus service and other charges applicable to past due amounts in accordance with Seller’s written notices; or (4) other payment arrangements expressly approved by Seller in writing prior to or at the time the order is placed. If any Buyer credit account purchase is not paid in accordance with Seller’s credit payment terms, in addition to any other remedies allowed in equity or by law, Seller may refuse to make further shipments without advance payment by Buyer. Nothing contained herein shall be construed as requiring Seller to sell any Products to Buyer on credit terms at any time, or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate for Seller. Seller shall have the right, at its option, to charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the Seller receives payment in full, at the rate of 1.5% per month or the maximum rate permitted by applicable law. Unless otherwise agreed in writing between Seller and Buyer, Seller may, in its sole discretion, increase or decrease the price of any Product, as Seller deems reasonably necessary, at any time prior to shipment and invoice Buyer for the same. If Buyer orders the chassis through Seller, the chassis payment is due upon receipt of chassis by Seller and the balance owed for the completed unit is due in accordance with agreed upon payment terms. When supplied by Buyer, Seller will inspect the chassis upon receipt and will notify Buyer of any chassis mounted components (including but not limited to fuel tanks, air tanks, battery boxes and exhaust systems) that require relocation. Buyer will be invoiced for such work upon completion of the finished Equipment.

3. Taxes and Duties. Unless otherwise noted, prices quoted do not include taxes or duties of any kind or nature. Buyer agrees that it will be responsible for filing all tax returns and paying applicable tax, duty, export preparation charge and export documentation charge resulting from the purchase of the Products. In addition, in the event any other similar tax is determined to apply to Buyer’s purchase of the Products from Seller, Buyer agrees to indemnify and hold Seller harmless from and against any and all such other similar taxes, duties and fees. All prices quoted are U.S. dollars unless otherwise specified. The amount of any present or future taxes applicable to the sale, transfer, lease or use of the Products shall be paid by Buyer; or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, lease or use.

4. Title, Property, Risk and Delivery. Unless otherwise stated in writing, for all intra-continental United States shipments, all prices and delivery are FCA, point of manufacture (Incoterms 2020); for all other shipments, all prices and delivery are FAS, named port of shipment (Incoterms 2020). Title and all risk of loss or damage to Products shall pass to Buyer upon delivery, as per Incoterms 2020. Any claims for loss, damage or delay in transit must be entered and prosecuted by the Buyer directly with the carrier, who is hereby declared to be the agent of the Buyer. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond Seller’s control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within five (5) days after Buyer’s receipt of shipment. Seller’s responsibility for shipment shall cease upon delivery of the Products to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer. Delivery shall generally be 240 to 270 days after receipt by Seller of a signed Order, provided that, where applicable: (1) Seller receives the chassis a minimum of 90 days prior to scheduled delivery, (2) drawings are timely sent by Buyer and the approved drawings are returned to Seller by Buyer by the requested date, (3) all vendor-supplied components and Buyer-supplied accessories are received by Seller by the date necessary to comply with scheduled delivery. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond

Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within fifteen (15) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Parts and or Equipment to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer.

5. Delays Caused By Buyer. In the event of a delay in shipment or delivery due to delay by Buyer in furnishing delivery instructions, arranging a method of payment satisfactory to Seller, submitting valid import permits or licenses, or any other delay caused by Buyer or at Buyer's request, if the Products are not shipped or delivered within five (5) days from the first date they are ready to be shipped or delivered, then Seller shall be entitled to charge, as compensation, any additional costs incurred related to such delay. If the Products are not shipped or delivered by the date which is ten (10) days from the first date they are ready to be shipped or delivered, then Buyer's order shall be deemed cancelled and Seller may, in its sole discretion, sell such Products to another buyer without any liability or responsibility to Buyer whatsoever. Seller shall have the right to keep payments on account already received from Buyer, and the difference between the sales price (increased by any other and all further costs, including but not limited to attorney's fees and expenses, storage and other costs, and interest accrued thereon) and the price received from another buyer shall constitute a debt of Buyer and bear interest at the same rate set forth in Section 2 herein. Seller shall be entitled to claim for any further damages suffered as a consequence of Buyer's breach of its obligations hereunder.

6. Cancellation. Prior to delivery to place of shipment, a Product order may be cancelled only with Seller's prior consent and upon terms indemnifying Seller from all resulting losses and damages. Seller shall have the right to cancel and refuse to complete a Product order if any term and/or condition governing this agreement is not complied with by Buyer. In the event of cancellation by Seller, or in the event Seller consents to a request by Buyer to stop work or to cancel the whole or any part of any order, Buyer shall, in the event that Seller asks Buyer to do so, make reimbursement to Seller, as follows: (i) any and all work that can be completed within thirty (30) days from date of notification to stop work on account of cancellation shall be completed, shipped and paid in full; and (ii) for work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order, Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus fifteen percent (15%). Buyer may not cancel any order after Seller's delivery to place of shipment. Orders for "Special" Equipment may not be cancelled after acceptance, except by Seller. Items of "Special" Equipment are those that differ from standard Seller specifications, have a limited market, or incorporate specifications that have been determined for a specific application. Determination of whether an item of Equipment is "Special" shall be made by Seller in its sole discretion.

7. Inspection and Acceptance. Buyer agrees that it shall inspect the Products immediately after receipt and promptly (in no event later than fifteen (15) days after receipt) notify Seller in writing of any non-conformity or defect. Buyer further agrees that failure to give such prompt notice or the commercial use of the Products shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance. The giving of any such notice by Buyer shall automatically cause the provisions of Seller's warranty to apply and govern the rights, obligations and liabilities of the parties with respect to such nonconformity or defect, provided under no circumstances shall rejection give rise to any liability of Seller for incidental or consequential damages or losses of any kind. Seller shall not be bound by any agent's, employee's or any other representation, promise or inducement not set forth herein. Seller's catalogues, technical circulars, price lists, illustrations, drawings and any other similar literature are for Buyer's general guidance only and the particulars contained in them shall not constitute representations by Seller and Seller shall not be bound by them.

8. Warranty for New Products. Seller warrants its new Equipment and Parts manufactured and sold worldwide, to be free, under normal use and service, of any defects in material or workmanship for a period of twelve (12) months from the date of delivery (as limited by Seller's Limited Product Warranty); provided that Buyer sends Seller written notice of the defect within thirty (30) days of its discovery and establishes that: (i) the Equipment has been operated and maintained in strict compliance with Seller's operating and maintenance manuals ; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction of Buyer, its agents or employees and (2) a new machine registration certificate has been completed, signed and delivered to the Seller within thirty (30) days of the Equipment's "in-service" date. If requested by Seller, Buyer must return any defective Product to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (i) and (ii) above have been met, then this warranty shall not cover the alleged defect. Failure to give written notice of defect within such period shall be a waiver of this warranty and any assistance rendered thereafter shall not extend or revive it. Accessories, assemblies and components included in the Products of Seller, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. This warranty shall not cover any item on which serial numbers have been altered, defaced or removed. Maintenance and wear parts are not covered by this warranty and are the sole maintenance responsibility of Buyer. This warranty is limited to the original purchaser or end-user if sold to a distributor, and is not assignable or otherwise transferable without written agreement of Seller. **THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN.** Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's Products. This

warranty shall not apply to any of Seller's Products or any part thereof which has been subject to misuse, alteration, abuse, negligence, accident, acts of God or sabotage. No action by either party shall operate to extend or revive this limited warranty without prior written consent of Seller.

9. Warranty for Used Equipment. Used Equipment sold hereunder is sold on an "AS IS, WHERE IS, WITH ALL FAULTS" BASIS WITH NO WARRANTIES WHATSOEVER, EXCEPT AS TO TITLE, UNLESS OTHERWISE SPECIFICALLY AGREED IN WRITING BY BUYER AND SELLER. SELLER ASSUMES NO RESPONSIBILITY FOR THE CONDITION, SAFETY, LEGAL COMPLIANCE, OR USABILITY OF THE USED EQUIPMENT AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE USED EQUIPMENT INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER MAKES NO REPRESENTATION OR WARRANTY REGARDING THE CONDITION OF THE USED EQUIPMENT, NOR THE SUFFICIENCY OF ANY WARNINGS, INSTRUCTIONS OR MANUALS PROVIDED WITH THE USED EQUIPMENT. Seller recommends and Buyer acknowledges that Buyer should contact the original manufacturer to obtain all available information for the used Equipment, including but not limited to product manuals, warnings, safety bulletins, recall notices, and instructional placards before using the used Equipment. Seller shall not be responsible for providing such information. Buyer agrees not to assert any claims against Seller with respect to the used Equipment or its use. Buyer agrees that it shall inspect the used Equipment prior to issuance of a purchase order for such Equipment and acknowledges that it is not relying upon any photographs, images, videos, representations, statements or other assertions made by Seller with respect to the used Equipment's condition, but is relying upon its own knowledge and/or inspection of the used Equipment.

10. Remedies for Breach. IN THE EVENT OF ANY BREACH OF THE WARRANTY BY SELLER, THE PARTIES AGREE THAT SELLER'S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT (AT SELLER'S SOLE DISCRETION) OF ANY DEFECTIVE EQUIPMENT COVERED BY THE WARRANTY. In no event shall any repair or replacement of any defective equipment covered by the Seller's warranty extend the length of the warranty beyond the period specified in Section 8 herein.

11. Limitation of Liability. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, SELLER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR, AND SPECIFICALLY DISCLAIM, ANY LIABILITY FOR ANY: (A) LOST PROFITS AND/OR BUSINESS INTERRUPTION (WHETHER DIRECT OR INDIRECT); AND (B) INDIRECT, INCIDENTAL, CONSEQUENTIAL (WHETHER DIRECT OR INDIRECT) OR OTHER DAMAGES OR LOSSES OF ANY KIND WHATSOEVER, including, without limitation, labor costs, lost profits, loss of use of other equipment, third party repairs, personal injury, emotional or mental distress, improper performance or work, penalties of any kind, loss of service of personnel, or failure of Products to comply with any federal, state, provincial or local laws, regardless of whether arising from a breach of contract, or warranty, legal claims or otherwise. **Nothing in this Section shall operate to exclude Seller's liability for death or personal injury when directly related to Seller's negligent act or omission.**

12. Limitation of Actions. Any action for breach of this agreement must be commenced within one (1) year after the cause of action has accrued.

13. Specification Changes. In the event Seller incurs additional expense because of changes in specifications or drawings previously approved by Buyer, or in the event Seller is required to modify the ordered Equipment, perform any additional work or supply any additional Products, the additional expense shall be added to the purchase price. Buyer must submit to Seller a revised purchase order specifying any and all requested changes. Upon receipt of Buyer's revised purchase order, Seller shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer.

14. Trade-in Offers. Trade-in offers are subject to Seller's inspection and acceptance of the equipment, which must have been maintained to U.S. Department of Transportation operating and safety standards. All accessories on the equipment, including without limitation jibs, winches, pintle hooks and trailer connectors, must remain with the equipment unless otherwise agreed by Seller and Buyer in writing. Seller reserves the right to cancel any trade-in offers or agreements if these conditions are not met, or if Buyer has misrepresented any information about the trade-in unit.

15. Insurance. Until the purchase price of any Products is paid in full, the Buyer shall provide and maintain insurance equal to the total value of the Equipment delivered hereunder against customary casualties and risks; including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, in the names of Seller and Buyer as their interest may appear, and in an amount satisfactory to Seller. If the Buyer fails to provide such insurance, it then becomes the Buyer's responsibility to notify the Seller so that the Seller may provide same; and the cost thereof shall be added to the contract price. All loss resulting from the failure to affect such insurance shall be assumed by the Buyer.

16. Patents, Copyrights, Trademarks, Confidentiality. No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of Products hereunder. Buyer shall not identify as genuine products of Seller products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller's trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products

of Seller as treated, modified or altered by Buyer or Buyer's representative, upon prior written approval of Seller. All plans, photographs, designs, drawings, blueprints, manuals, specifications and other documents relating to the business of Seller ("Information") shall be and remain the exclusive property of Seller and shall be treated by Buyer as confidential information and not disclosed, given, loaned, exhibited, sold or transferred to any third party without Seller's prior written approval; provided, however, that these restrictions shall not apply to Information that Buyer can demonstrate: (a) at the time of disclosure, is generally known to the public other than as a result of a breach of this Agreement by Buyer; or (b) is already in Buyer's possession at the time of disclosure by from a third party having a right to impart such Information.

17. Default and Seller's Remedies. In the event of default by Buyer, all unpaid sums and installments owed to Seller, shall, at Seller's sole option, become immediately due and payable without notice of any kind to Buyer. In addition to its right of acceleration, Seller may pursue any and all remedies allowed by law or in equity, including but not limited to any and all remedies available to it under the Delaware Uniform Commercial Code. In addition to the foregoing, and not in limitation thereof, Seller shall have the right to set off any credits or amounts owed to Buyer against any amounts owed by Buyer to Seller.

18. Indemnification by Buyer. Buyer hereby agrees to indemnify, release, defend and hold harmless Seller, its directors, officers, employees, agents, representatives, successors, and assigns against any and all suits, actions or proceedings at law or in equity (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and from any and all claims demands, losses, judgments, damages, costs, expenses or liabilities, to any person whatsoever (including Buyer's and Seller's employees or any third party), or damage to any property (including Buyer's property) arising out of or in any way connected with the performance or the furnishing of Products under this agreement, regardless of whether any act, omission, negligence (including any act, omission or negligence, relating to the manufacture, design, repair, erection, service or installation of or warnings made or lack thereof with respect to any Products furnished hereunder) of Seller, its directors, officers, employees, agents, representatives, successors or assigns caused or contributed thereto. If Buyer fails to fulfill any of its obligations under this paragraph or this agreement, Buyer agrees to pay Seller all costs, expenses and attorney's fees incurred by Seller to establish or enforce Seller's rights. The provisions of this paragraph are in addition to any other rights or obligations set forth in this agreement.

19. Installation. Unless otherwise expressly agreed in writing, Buyer shall be solely responsible for the installation and erection of the Products purchased. Although Seller may in some cases provide a serviceman, data and drawings to aid Buyer with installation or start-up, Seller assumes no responsibility for proper installation or support of any Products when installed and disclaims any express or implied warranties with respect to such installation and support. Notwithstanding whether data and drawings are provided or a serviceman aids in the installation, Buyer shall indemnify and hold Seller harmless and at Seller's request, defend Seller from all claims, demands or legal proceedings (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against Seller in connection with damage or personal injury arising out of said installation or start-up.

20. Force Majeure. Seller shall not be liable to Buyer or be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of Seller's obligations in relation to the Products if the delay or failure was due to any cause beyond the reasonable control of Seller including (without limitation) strike, lockout, riot, civil commotion, fire, accident, explosion, tempest, act of God, war, epidemic, stoppage of transport, terrorist activity, supply shortage or changes in government, governmental agency, laws, regulations or administrative practices.

21. Anti-Corruption; Export Controls; No Boycotts. Buyer agrees that it shall, and that any party retained or paid by the Buyer ("Retained Party") shall, comply with all applicable laws including, but not limited to, laws prohibiting public corruption and commercial bribery. Buyer further agrees that it shall, and that any Retained Party shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, shipment, distribution and/or sale of Products, technology, information or warranty related services. Buyer further agrees that it shall not, and any Retained Party shall not, export or re-export Products, technology, information or warranty related services directly or with its knowledge indirectly into Iran, Sudan, Cuba, Syria, North Korea, the Crimea Region of the Ukraine or Russia without Buyer first obtaining written approval from Seller. Failure to comply strictly with this section and all applicable laws, regulations and licensing/approval requirements shall be grounds for immediate termination of this agreement by Seller. Notwithstanding anything to the contrary contained in any agreement between the Buyer and Seller or in any other document or agreement relating to the Products sold hereunder, Seller will not comply with requests related to the boycott of any country or other jurisdiction, except to the extent such boycott is required by or otherwise not inconsistent with United States law.

22. Telematics. If a telematics system is included with the Equipment, the telematics system is administered by a third party ("Teleservice Provider") and collects a range of operational data about the Equipment including, but not limited to, usage, performance and reliability. Buyer consents to Seller's obtaining such data from the Teleservice Provider for warranty, product improvement, marketing and customer support purposes and to Seller's management and reporting of data (personal and non-personal) about the Equipment including, but not limited to, fuel consumption, up/down times, operation, defects, parts replacement, movement and location. Buyer shall, to the extent required by applicable law, obtain consent from its customers and/or any third party for Seller and/or third parties to provide teleservices and data to Buyer. Buyer shall

comply with all applicable laws relating to the provision of teleservices. Buyer agrees to be bound by the current version of the Terex Telematics Terms of Use at <https://www.terex.com/en/products/telematics-tou>.

23. Construction and Severability. These Terms and Conditions of Sale constitute the entire agreement between the parties regarding the subject matter hereof and shall be construed and enforced in accordance with the laws of Delaware. The United Nations Convention on Contracts for the International Sale of Goods (1980) (CISG) shall not apply. The invalidity or unenforceability of any provisions of this agreement shall not affect any other provision and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

24. Jurisdiction. The parties agree that the proper and exclusive forum and venue in all legal actions brought to enforce or construe any provisions herein shall be in United States District Court, District of Delaware or, if federal jurisdiction is lacking in such action, in New Castle County Superior Court in Delaware.

25. No Assignment. No rights arising under this agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.

26. No Set-off. Buyer shall have no right to set-off any amounts it may owe Seller against amounts Seller may owe Buyer under this or any other agreement between Buyer and Seller.

27. Miscellaneous. Buyer represents that: (i) it is solvent and has the financial ability to pay for the Equipment and Parts purchased hereunder and (ii) it has all requisite right, power and authority to perform its obligations under this agreement.

Buyer's Initials: _____



LIMITED PRODUCT WARRANTY

TEREX Utilities, Inc. and TEREX South Dakota, Inc. (each a "Seller"), as to the equipment manufactured by each respective company, warrants its new equipment and parts manufactured and sold worldwide to be free, under normal use and service, of any defects in manufacture or materials for a period of **12 months from date of delivery to the first end user, but in no event longer than 18 months from date of shipment from the factory**; provided that (1) Seller receives written notice of the defect within thirty (30) days of its discovery and Buyer establishes that (i) the equipment has been maintained and operated within the limits of rated and normal usage; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer, its agents or employees, and (2) a new machine registration certificate has been completed and received by Seller within thirty (30) days of the equipment's "in-service" date. If requested by Seller, Buyer must return the defective equipment to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (1) (i) and (1) (ii) above have been met, then this warranty shall not cover the alleged defect.

Seller's obligation and liability under this warranty is expressly limited to, at Seller's sole option, repairing or replacing, with new or remanufactured parts or components, any part which appears to Seller upon inspection to have been defective in material or workmanship. Such parts shall be provided at no cost to the owner, FOB Seller's parts facility (Incoterms 2010). If requested by Seller, components or parts for which a warranty claim is made shall be returned to Seller at a location designated by Seller. All components and parts replaced under this warranty become the property of Seller. This warranty shall be null and void if parts (including wear parts) or attachments other than genuine OEM Seller parts or approved attachments are used in or attached to the equipment.

Accessories, assemblies and components included in Seller's equipment, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. Normal maintenance, adjustments, or maintenance/wear parts, are not covered by this warranty and are the sole maintenance responsibility of Buyer.

The following structural members have a lifetime parts only warranty for the original Buyer after date of shipment from Seller: sub frame, pedestal, turntable, and boom. Replacement of fiberglass jibs, seals, gaskets, hoses, and exterior coating is not covered under the lifetime warranty. The lifetime warranty requires an annual service inspection of the equipment by an authorized distributor of Seller. The sub frame, pedestal, turntable, and boom shall have a 5 year parts only warranty if the annual service inspection is performed by an approved entity other than an authorized distributor of Seller. All replacement parts must be genuine OEM Seller parts.

SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AS TO THE EQUIPMENT AND PARTS IT SUPPLIES.

No employee or representative of Seller is authorized to modify this warranty unless such modification is made in writing and signed by an authorized officer of Seller. Seller's warranty is continuous for the stated period, and "stopping and restarting" such period is not permitted.

Seller's obligation under this warranty shall not include duty, taxes, environmental fees, including without limitation, disposal or handling of tires, batteries, petrochemical items, or any other charges whatsoever. Seller shall not be liable for indirect, incidental, or consequential damages, even if advised of the possibility of such damages.

Improper maintenance, improper use, abuse, improper storage, operation beyond rated capacity, operation after discovery of defective or worn parts, accident, sabotage or alteration or repair of the equipment by persons not authorized by Seller shall render this warranty null and void. Seller reserves the right to inspect the installation of the product and review maintenance procedures to determine if the failure is covered under this warranty.

Parts Warranty: Seller warrants the parts ordered from the Seller to be free of defects in materials or workmanship for either (1) a period of 12 months after date of shipment from the factory, or (2) the balance of the remaining new equipment warranty, whichever occurs first. With respect to parts ordered from Seller for equipment for which the warranty has expired, Seller warrants such parts to be free of defects in materials or workmanship for a period of 12 months after date of shipment from the factory.

NO TRANSFERABILITY OF WARRANTY: This warranty is limited to the original purchaser or original end-user if sold to a distributor, and is not assignable or otherwise transferable without the written agreement of Seller.

ITEMS NOT COVERED BY WARRANTY

The following listed items, which are not exhaustive, are **NOT** covered under this warranty:

1. Items sold by any individual, corporation, partnership or any other organization or legal entity that is not authorized by Seller to distribute its equipment.
2. Inbound freight, duty and taxes for replacement components or outbound freight, duty, and taxes for any part requested as a warranty return.
3. Components which are not manufactured by Seller or its affiliates. Such components may include, but are not limited to, chassis, engines, batteries, tires, customer-supplied products, transmissions, air compressors, and axles.
4. Replacement of a complete assembly that is field repairable by the replacement or repair of defective part(s) within the assembly. Seller has the option to repair or replace any defective part or assembly.
5. Wear parts and maintenance services including, but not limited to: lamps, lenses, seals, gaskets, hoses, filters, breathers, belts, nozzles, friction plates, glass, clutch and brake linings, wire rope, nuts and fittings, exterior coatings, proper tightening of bolts, adding or replacing of fluids, adjustments of any kind, services, inspections, diagnostic time, travel time and supplies such as hand cleaners, towels and lubricants.
6. Damage caused by carrier handling. Any such claim for damage should be filed immediately with the respective carrier.
7. Repairs, work required or parts exposed as the result of age, storage, weathering, lack of use, demonstration use, or use for transportation of corrosive chemicals.
8. Damage resulting to the equipment or parts should the owner or operator continue to operate the equipment after it has been noted that a failure has occurred.
9. Damage caused by, or labor or other costs related to, work performed by personnel not authorized by Seller to service the equipment.

IN NO EVENT SHALL SELLER, OR ANY AFFILIATE, SUBSIDIARY OR DIVISION THEREOF BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES RESULTING FROM ANY BREACH OF WARRANTY, REPRESENTATION OR CONDITION, EXPRESS OR IMPLIED, OR ANY TERMS OF THIS WARRANTY, OR ANY BREACH OF ANY DUTY OR OBLIGATION IMPOSED BY STATUTE, CONTRACT, TORT, COMMON LAW OR OTHERWISE (WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE SELLER, ITS EMPLOYEES, AGENTS OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS OR REVENUES, LABOR OR EMPLOYMENT COSTS, LOSS OF USE OF OTHER EQUIPMENT, DOWNTIME OR HIRE CHARGES, THIRD PARTY REPAIRS, IMPROPER PERFORMANCE OR WORK, LOSS OF SERVICE OF PERSONNEL, LOSS OF CONTRACTOR OPPORTUNITY AND PENALTIES OF ANY KIND, PERSONAL INJURY, EMOTIONAL OR MENTAL DISTRESS, OR FAILURE OF EQUIPMENT TO COMPLY WITH ANY APPLICABLE LAWS. The Seller's liability to the Buyer shall not in any event exceed the purchase price of the equipment.

THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED AND ALL OTHER STATUTORY, CONTRACTUAL, TORTIOUS AND COMMON LAW OBLIGATIONS OR LIABILITY ON SELLER'S PART ARE HEREBY EXPRESSLY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN. Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's equipment. In the event that any provision of this warranty is held unenforceable for any reason, the remaining provisions shall remain in full force and effect.

TUFM1050 Rev D 03-06-12



Terex Utilities, Inc.
3140 15th Ave SE, Watertown, SD 57201
Phone: 605-882-4000 Fax: 605-882-1842

05/10/2022

CITY OF DES PLAINES
111 JOSEPH SCHWAB ROAD
DES PLAINES, IL 60016
Attention: TOM BUESER

Phone: (847)391-5470

Qty. Description

UNIT

- 1 One (1) new Terex Hi-Ranger XT PRO 60 insulated overcenter aerial device providing a working height of 65.0 ft (19.8 m) and a side reach of 45.0 ft (13.7 m) non-overcenter and 49.9 ft (15.2 m) overcenter.

Design Criteria:

* Design criteria is in accordance with current industry and engineering standards applicable and accepted for structural and hydraulic design.

Boom Tip:

Upper Controls: "Control-Plus" single stick controller.

Maintenance free chain.

Manual Platform Tilt Release:

- * Tilts perpendicular to the boom.
- * Allows the platform to be horizontally tilted for rescue or clean out.

Dual Hydraulic Tool Outlets At Platform:

- * Dual hydraulic tool outlets at platform to accommodate two (2) open center hydraulic tools.
- * Tools cannot operate simultaneously.
- * Includes relief to limit pressure to 2250 PSI.
- * Flow is adjustable.

Lower Boom:

- * Filament wound high strength fiberglass insert providing an insulation gap.
- * The lower boom is supported when stored by a boom rest.

Upper Boom:

- * Filament wound tapered fiberglass boom providing a clear span insulation gap.

Continuous & Unrestricted Rotation:

- * A hydraulic rotary manifold provides a rotating oil distribution system for continuous and unrestricted rotation.
- * Self-locking worm gear rotation drive is provided and equipped with bi-directional motor.
- * A 4-channel electric collector ring is provided.

Lower Controls:

Qty. Description

- * Individual control levers are provided and located in an accessible location on the turntable.
- * An upper/lower control selector provides override of platform controls.

Outrigger Interlock:

- * To operate the boom the outriggers must be extended.

Pedestal:

- * The pedestal is designed with access for maintenance of hydraulic plumbing.

Rotation Bearing:

- * The rotation bearing is a heavy duty "shear-ball" bearing with external gear teeth utilizing polished alloy steel balls.
- * Both the inner and outer races are machined from high-strength alloy steel and are heat treated to provide maximum life.
- * High-strength, grade 8 bolts attach the inner and outer races to the pedestal and turntable.

ANSI Rating:

Aerial device is designed as a Category C machine in accordance and is dielectrically tested and rated for operation on systems up to 46 Kv phase to phase per ANSI/SIA A92.2-2015

Hydraulic System:

- * Full pressure, open center hydraulic system.
- * A external 40 gallon hydraulic oil reservoir is provided with a 60 mesh filter screen, baffles, 100 mesh suction screen with bypass, clean-out access hole, dipstick and shut off valve.
- * A 10 micron return line filter located in oil reservoir.
- * An in-line relief is also provided.
- * Hydraulic hoses are equipped with swaged hose fittings.

Miscellaneous:

- * All metallic components of the complete aerial device are powder coat white.
- * The fiberglass upper boom, lower boom insert, and platforms are white.
- * Two complete manuals providing operation and maintenance procedures, and a replacement parts listing.
- * Warning decals are provided with unit.

- 1 Pedestal.
- 1 Platform 24" x 24" x 40":
 - * One curbside mounted fiberglass platform with a rated capacity of 400 lbs.
 - * Includes one (1) outside access step with slip-resistant surface.
- 1 A safety harness with lanyard is provided for fall arrest.
- 1 A padded saddle rest provides platform support during road travel.
- 1 Insulated Platform Liner with Step for 24" x 24" x 40" Platform:
 - * Tested at 50 KV AC.
- 1 Vinyl Platform And Control Cover For 24" x 24" Platform:

Qty. Description

* Waterproof with internal elastic cord around edge and external elastic cord around control cover.

- 1 Tie down kit.
- 1 Heavy Duty A-Frame Outriggers with swivel type stabilizer pads. (9283)
- 1 Heavy Duty A-Frame Outriggers with swivel type stabilizer pads. (9283)
- 1 Controls For 2-Sets OF Outriggers (Open center systems):
 - * Recessed at rear of truck each side for ease of view for outrigger placement.
 - * Includes switches and alarm for outrigger in motion alarm.
- 1 Outrigger Interlock:
 - * To operate the boom the outriggers must be extended.
- 1 Subframe constructed with an open center.
- 1 Engine Two Speed Throttle Control and Auxiliary Let Down:
 - * A two-speed engine throttle control is provided at the upper controls.
 - * The chassis engine will advance to a pre-set speed when engaged and decrease to idle when disengaged.

Engine Stop/Start controlled at platform and lower controls.

Auxiliary Let Down for use with Open Center Hydraulics:

* Allows for the descent of the boom (platform) in the most direct manner for a time limited by the duty cycle of the electric motor.

*Includes 12 volt electric motor for use on a 12 volt chassis.

Note: This includes a switch for activation at pedestal for electric or air function.

- 1 Terex Advanced Chassis Controller:
 - * Multiplexed system to include: Controller, LCD Screen, Manual and Schematics.
 - * Standard Options: Diagnostics, Status Screens, Event Log, Hours Meter, Selectable Button Labels, System Alerts and System Test.
 - * Programmable settings allow installer to customize/select options need for their application.
 - * Screw terminal-type connections and enclosure to cover connections.
 - * Recommended on Class 6 and above chassis with multiple outputs
 - * The PTO hour is standard. The engine hour meter is standard (When available). This is a message we get from the truck Data link. All trucks except Ford give us the Engine hours. So if it's a Ford, we just display PTO hours.
- ** ALTERED FROM STANDARD **
- 1 Powdercoat Omaha Orange
- 1 Pump: Fixed Gear and bi-directional
 - * 8 GPM at 2750 PSI at 1200 RPM
- 1 American flag displayed on unit.
- 1 Factory Warranty

Qty. Description

- ** ALTERED FROM STANDARD **
- 1 .
- BODY, INSTALLATION
** BODY INFORMATION **
- 1 40 Inch Steel Line Body and Flatbed
* Reference body details included with quote.
- 1 Install Aerial Device Over Rear Axle And Install All Associated Components:
* Final test and inspect completed unit including stability and dielectric testing per manufacturers requirements.
- 1 Hose and fittings to connect the hydraulic system from the oil reservoir to the pump and unit.
- 1 Platform rest, bottom base
- 1 Power take off with indicator light for automatic transmission.
- 1 DOT Inspection.
- 1 Set chassis parameters.
- 1 Back-up alarm to sound when the vehicle is shifted into reverse.
- 4 18" x 18" x 1" poly outrigger pads.
* Includes outrigger pad storage.

* Mounted front of body vertical (To be confirmed)
- 4 Pendulum style retainer.
- 4 Rubber wheel chocks with eye bolt.
- 1 Cone holder bracket, fold down type with base.

* Locate at front bumper.
- 1 Grab handles as necessary for 3-point contact.
- 1 Rigid stirrup step mounted on side access for ground to body access.
- 1 Access steps to platform from top of body or flatbed floor.
- 2 Mud flap with logo 30" tall.
Note: Trim As-Required.

Qty. Description

- 1 Under body mounting kit for a pair of mud flaps.
- 1 Cab guard constructed of tubing and heavy duty expanded metal.
Note: Consists of cab guard, rear module, boom rest mounting bracket and gussets.
Note -Must have either a front bumper winch or channel bumper required for mounting.
- 1 Channel bumper and skirt required for mounting a cab guard.
- 1 Window guard constructed of angle and heavy duty flatten expanded metal mesh.
Note: Attaches to boom rest of cab guard support.
- 1 Boom rest.
- 1 Peterson LED 7-lamp DOT Lighting Package:
* Complies with FMVSS 108.
* Includes required lights, junction box and wiring harness.
- 1 Lighted license plate bracket kit with LED light.
- 1 Peterson Clearance Light Kit with 2.50" Amber, LED.

* Installed on side of flatbed.
- 2 Whelen 4 corner LED, Amber Strobe Light Kit with 4" grommets.
*Wired into On/Off switch in cab.

* Mount in lower bumpers front and rear.
* Mount front of tree guard facing forward and facing CS and SS.
* Confirm mounting locations.
- 2 Golight 20004 LED spotlight, hand held remote and white in color.

* Install CS and SS rear of cab guard.
- 2 Gaurds for GoLights
- 6 Maxxima Lights
* Installed at each outrigger and under tailshelf facing rear.
* Terex PN 65369797
- 1 Buyers Product 22 Inch LED Spot and Flood Light Bar (BP 1492162)
* Mounted on front of cab guard facing forward.
- 1 Buyers Product 14 Inch LED Spot and Flood Light Bar (BP 1492161)

Qty. Description

* Mounted on rear of cab guard facing flatbed.

1 Whelen TAM-65 arrow directional LED light stick, 36" long, 6-lamp.

* Install between taillights in tailshelf.

1 Remote engine stop/start And two speed control from rear of vehicle.

1 Oil tank mounting for external reservoirs.

50 Fill with Hydraulic oil for general purpose use.

* Refer to the product maintenance manual for specific type to be used.

1 Safety Kit consists of the following:

* 5-lb ABC fire extinguisher with bracket.

* James King triangle reflector kit.

1 Pro-Vision backup camera kit:

Note: Camera only, 2.5 inch.

* To be used with Terex chassis controller.

1 Paint cab guard one color.

* Note: specify color

Omaha Orange to match chassis.

124 Spray-on Polyurethane Bed Liner:

*Superior impact and compression resistance.

*Excellent abrasion and chemical resistance.

* Applied to flatbed and top of boxes.

CHASSIS

** CHASSIS INFORMATION **

1 Freightliner M2-106 4x4 Chassis

* Omaha Orange Color.

* Reference chassis details included with quote.

SPECIAL CHARGES

1 Delivery to Customer.

** ADDITIONAL INFORMATION **

1 Delivery from Watertown - South Dakota to Des Plaines - Illinois

Qty. Description

1 First Article Inspection, Factory On-Site

OPTIONS:

ADD

1. Federal Excise Tax will be added if certificate is not supplied with order.
2. The following items must be considered by the purchaser if not already included:
Back-up Alarm; Strobe Light; Wheel Chocks; Outrigger Pads; Truck Grounding Cable;
Barricade Kit; Boom Stow Interlock; Auxiliary Let Down; and Platform Liner.
3. Terex Utilities, Inc. strongly recommends all installation accessories be located up front in front in the quote or secondarily on the approved engineering drawing. Any accessories located or relocated during manufacturing may be subject to additional charges.
4. Terex Utilities, Inc. - Offers In-service Training.
5. Terex Utilities, Inc. - Assembly in Watertown, South Dakota is ISO 9001:2000 Certified.

40" Line Body 46 inches high X 94 inches wide.

28 Inch top of floor to top of body.

20 Inch compartment depth.

16 Ga. Galvanneal body materials.

12 Ga. Hot rolled treadplate compartment tops.

Slam action paddle type door latches.

Stainless steel rod and socket type door hinges.

Vinyl Coated stainless steel cable door stays.

Double Panel Body Doors.

LED Rope light compartment lights in all body compartments with Weather Pack Connectors.

* Does not include Boxes or Tailshelf Compartments

* Lights Ship Loose.

Automotive Bulb Type Weatherstripping.

Front bulk head - Bolt on

Shelving / Hooks installed on DUAL Uni-Strut for infinite adjustment.

.125 Aluminum Tread-Brite - Full height rock guards to bottom of crossmembers.

144" Treadplate Flatbed 94 inches wide.

12 Ga. Hot rolled Treadplate floor.

3" Formed steel Channel crossmembers on 12" centers.

3.5" Drop in Composite board around perimeter of flatbed.

7-Lamp light bar installed at rear.

Streetside Compartmentation:

1st Vertical:

40 Inches wide with Seven (7) locking/swivel type material hooks 2-3-2.

Barn type compartment doors.

Curbside Compartmentation:

1st Vertical:

40 Inches wide with Four (4) shelves each with adjustable dividers on 4" centers.
with One (1) material drawers.

Drawers are mounted on Roller Bearing Slides.

Each drawer has twist style T-Handle activating latches on each side of drawer.

Adjustable dividers installed in each drawer on 4" centers.

Barn type compartment doors.

2nd Vertical:

24 Inch wide Lift-up Gripstrut access steps to bed area.

* Chain Storage

Bed Area Box: (Ship Loose)

One (1) - 40" long X 31" high X 24" wide with Barn type compartment doors.

One (1) - Adjustable shelf.

* Equipped with Compartment Vents.

Underbody Box: (Ship Loose)

One (1) - 40" long X 18" high X 20" wide with dropdown side access door.

Underbody Boxes: (Ship Loose)

Two (2) - 40" long X 18" high X 20" wide with dropdown side access door.

* Equipped with Compartment Vents.

Body Floor and Understructure:

* Cut out in bed area floor for customer supplied aerial/digger

* 3" Structural Frame

Subframe Installation:

Install customer supplied subframe, with outriggers.

* Standard A-Frame Jacks

Subframe is to be Bolted to Body - Do Not Weld to Sub Frame

* Subframe and O/R's will be wet painted Black

* Grounding Bracket to be welded to Subframe at rear of truck and body

* Provide "Bolt In" style Filler Plate between Rear Jacks (IF Required)

* Round cutout in top and bottom of subframe.

Possam Belly Storage:

Possam belly storage in Subframe with drop down door at rear

Stop for installing in 1/2" of Possam belly at 120 Inches and full length in remainder.

Spoon and Banjo storage in addition to Possam belly

Notch bottom of subframe 10" recessed from rear of subframe.

Hose Tunnel Pass Through cutout needed

Stringer style body mounting includes the following:

B&G Bodies to Provide Boom Rest.

Welding on B&G supplied body Mounting Angles

Body Mount Plates P/N 300-165 (Do Not Weld)

Wheel Chock Storage:

Four (4) Each under body V-type.

* Bolt-on Style

Powder Coat Body:


Powder Coat Body Omaha Orange - Need Paint Code from customer



POLICE DEPARTMENT

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

MEMORANDUM

Date: May 18, 2022
To: Michael G. Bartholomew, City Manager
From: David W. Anderson, Chief of Police 
Subject: Intergovernmental Agreement with School Dist. 62 for cost-sharing of the Crossing Guard Program.

Issue: In 2022, the City of Des Plaines entered into a contract with Andy Frain to administer the Crossing Guard Program. The City Currently budgets \$333,574.23 a year to fulfill this contract.

Analysis: On May 17, 2022, The Board of Consolidated School District 62 approved an intergovernmental agreement with the City of Des Plaines to reimburse us for 50% of our costs related to the crossing guard program.

Recommendation: The Police Department is requesting City Council to pass a resolution authorizing the execution of an agreement with Consolidated School District 62 for the partial payment of Andy Frain to provide crossing guards for the school district.

Exhibits:

Resolution R-104-22

Exhibit A: Intergovernmental Agreement with Consolidated School District 62

CITY OF DES PLAINES

RESOLUTION R - 104 - 22

A RESOLUTION APPROVING A COST-SHARING AGREEMENT WITH COMMUNITY CONSOLIDATED SCHOOL DISTRICT 62 RELATED TO THE CROSSING GUARD SERVICES PROVIDED BY ANDY FRAIN 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 1, 2021, the City adopted Resolution R-163-21, which authorized the City to enter into an agreement with Andy Frain Services (“*Vendor*”) for crossing guard services (“*Services*”); and

WHEREAS, the City and the Community Consolidated School District 62 (“*School District*”) desire to enter into an intergovernmental agreement pursuant to which the City and the School District will share the cost of the Services provided by the Vendor; and

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

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 the School District 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 the School District.

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

EXHIBIT A
AGREEMENT

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE
CITY OF DES PLAINES AND COMMUNITY CONSOLIDATED SCHOOL DISTRICT 62
FOR REIMBURSEMENT OF CROSSING GUARD SERVICE COSTS**

THIS INTERGOVERNMENTAL AGREEMENT ("*Agreement*") is made and entered into as of the _____ day of _____, 2022 ("*Effective Date*"), and is by and between the CITY OF DES PLAINES, and Illinois home rule municipality ("*City*"), and COMMUNITY CONSOLIDATED SCHOOL DISTRICT 62, an Illinois home rule municipality ("*District*") (collectively "*Parties*").

IN CONSIDERATION OF, and in reliance upon, the recitals and the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

SECTION 1. RECITALS.

A. The Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance. In addition, the provision of the Intergovernmental Cooperation Act, (5 ILCS 220/1 *et seq.*), authorize and encourage intergovernmental cooperation.

B. The City has entered into a contract with Andy Frain Services, Inc. ("*Vendor*") dated as of November 10, 2021 ("*Contract*") to provide school crossing guards ("*Crossing Guards*") to assist and protect students arriving at and departing from certain the crossing locations in the City ("*Crossing Locations*") ("*Services*") for the period of January 1, 2022 through December 31, 2022, with the possibility of four one-year extensions. A copy of the City's Contract with the Vendor is attached hereto as *Exhibit A*.

C. The City and the District have agreed to share in the cost of procuring the Services from the Vendor, or such other vendors that the City may contract with to provide the Services with in the future.

D. The Parties desire to enter into this Agreement to set forth the rights and obligations of the City and District with respect to the Services.

SECTION 2. PROCUREMENT.

A. Procurement. The City's Contract requires the Vendor to provide the Services, including, without limitation, (1) providing, employing, and training qualified Crossing Guards at the Crossing Locations and (2) providing all equipment customarily provided to crossing guards employed by municipalities comparable to the City for an estimated initial annual cost of \$333,574.23.

B. Independent Contractor Relationship. The Vendor, its Crossing Guards, the City and the District are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for carrying out the terms of this Agreement and the Contract.

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SECTION 3. PAYMENT AND REIMBURSEMENT OF SERVICE COSTS.

A. Initial Payment by the City. The City will pay the Vendor for the Services in the amounts and manner described in the Contract. All subsequent renewals of the Contract or contracts entered into with successor vendors will also require the City to pay the full amount for the Services.

B. Reimbursement by District. Upon submission of a request for reimbursement accompanied by documentation of payments made to the Vendor (or any successor vendors) by the City ("***Request for Reimbursement***"), the District will pay 50% of the costs of procuring the Services during the term of this Agreement. The City may submit Requests for Reimbursement to the District on a quarterly basis. The District will reimburse the City within 30 days of receiving a Request for Reimbursement.

SECTION 4. INDEMNIFICATION.

The District agrees to indemnify, release, and hold harmless the City and its elected and appointed officials, officers, employees, and agents from and against any and all liabilities, claims, losses, lawsuits, judgments, and expenses, including attorneys' fees, arising out of, caused by, or resulting from the performance of the Crossing Guards' duties pursuant to this Agreement, to the extent caused by the negligence or willful misconduct of the District.

The City agrees to indemnify, release, and hold harmless the District and its elected and appointed officials, officers, employees, and agents from and against any and all liabilities, claims, losses, lawsuits, judgments, and expenses, including attorneys' fees, arising out of, caused by, or resulting from the performance of the Vendor and/or its Crossing Guards pursuant to this Agreement, except to the extent caused by the negligence or willful misconduct of the District.

SECTION 5. GENERAL CONDITIONS.

A. Term. This Agreement will be in effect from and after the date first stated above until terminated by the mutual written agreement of the Parties or until such time as the City ceases contracting with third-party vendors to provide the Services, whichever occurs first. The City will provide the District with as much advanced notice as is reasonably possible prior to terminating its contractual arrangement with third-party vendors to provide the Services. The City shall make best efforts to minimize disruptions to the Services during a school year.

B. Amendments and Modifications. No amendment or modification to this Agreement will be effective unless and until it is reduced to writing and approved and executed by all Parties to this Agreement in accordance with all applicable statutory procedures.

C. Notices. All notices and payments required or permitted to be given under this Agreement must be given by the Parties by (i) personal delivery, (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon, or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 5.C. The address of either Party may be changed by written notice to the other Party. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit.

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Notices and communications must be addressed to, and delivered at, the following addresses:

If to the City: City of Des Plaines
1420 Miner Street
Des Plaines, IL 60018
Attention: City Manager

With a copy to: Elrod Friedman LLP
325 N. LaSalle St, Suite # 450
Chicago, IL 60654
Attention: Peter Friedman, City Attorney

If to the District: Community Consolidated School District 62
777 E. Algonquin Road
Des Plaines, IL 60016
Attention: Superintendent

With a copy to:

Attention: _____

D. No Joint Venture. It is hereby understood and agreed that nothing contained in this Agreement will be deemed or construed to create the relationship of principal and agent, partnership or joint venture between the Parties. No provision of this Agreement and no act or acts of the Parties will be deemed to create any relationship between the Parties other than the relationship specifically set forth in this Agreement.

E. Successors and Assigns. The terms, covenants and conditions of this Agreement will bind and inure to the benefit of the Parties and their respective heirs, executors, administrators, and authorized successors and assigns; provided, however, that neither Party may assign this Agreement except upon the prior written consent of the other Party.

F. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation will be made, or be valid, against the Parties, or either of them.

G. 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 such rights, remedies and benefits allowed by law.

H. Governing Law. 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. This Agreement shall be subject to the jurisdiction of the Circuit Court of Cook County, Illinois.

I. Authority to Execute. The Parties hereby warrant and represent to each other that: (i) the persons executing this Agreement on behalf of each Party have been properly authorized to do so by their respective corporate authorities; (ii) each Party has the full and complete right, power and authority to enter into this Agreement and to agree to the terms, provisions and conditions set forth in this Agreement; (iii) that all legal actions needed to authorize the execution, delivery and performance of this Agreement

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have been taken by each Party; and (iv) that neither the execution of this Agreement nor the performance of the obligations assumed by each Party will (a) result in a breach or default under any other agreement or obligation of each Party or (b) violate any statute, law, restriction, court order or agreement to which each Party may be subject.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Parties have caused the execution of this Agreement by their duly authorized officers on the date stated on the first page of this Agreement.

ATTEST:

CITY OF DES PLAINES

By: _____

By: _____

City Manager

ATTEST:

COMMUNITY CONSOLIDATED
SCHOOL DISTRICT 62

By: Margaret Goodchild
Its: _____

By: Paul Stull
Its: _____

Secretary to the Board

Superintendent

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EXHIBIT A
Crossing Locations

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COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: May 25, 2022

To: Michael G. Bartholomew, City Manager

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

Subject: 1425 Ellinwood Avenue – Second Reduction of the Parking Lot Restoration Letter of Credit for Mixed-Use Development

Issue: 1425 Ellinwood Apartments, LLC is the developer of the mixed-use residential and commercial development under construction at 1425 Ellinwood Avenue. The project includes a 409-space parking garage, 79 spaces of which will be for public use and access. The developer was required to post a Parking Lot Restoration Deposit (letter of credit) pursuant to a redevelopment agreement, which was a condition of approval of Ordinance Z-11-18. The letter of credit serves as a performance security for the replacement of the spaces in the former public surface parking lot, which the developer purchased from the City to accommodate the project.

Analysis: In October 2020, Bayview-Compasspoint posted a letter of credit for \$650,000.00 pursuant to the Lot Restoration Deposit of Section 10.D.2 of the redevelopment agreement. On January 3, 2022 via Resolution R-7-22, the City Council approved a request to reduce the letter of credit by 50 percent, to \$325,000, based on a recommendation of the Department of Public Works and Engineering that the developer had completed the concrete construction of the structure of the garage.

The redevelopment agreement allows for an additional 45 percent reduction when the garage has been further constructed such that it may be used for its “intended purpose,” without striping of parking spaces completed nor full public access yet granted. The garage has progressed such that lighting has been installed, and drive aisles and curb cuts allow access to and from both Lee Street and Graceland Avenue, although parking is still not open to the public. The garage is being used by construction contractors working on the building.

The developer has requested the additional 45 percent reduction, and the Department of Public Works and Engineering has inspected and agree that per the redevelopment agreement, the reduction may occur. The attached memo from the Director of Public Works and Engineering approves the reduction based on inspection and verification.

The final 5 percent of the security will be retained until all of the parking spaces have been striped and the first-floor garage has been made available for public access.

Recommendation: Staff recommends approval of R-105-22, authorizing the reduction of the letter of credit to a new of balance of \$32,500.00

Attachments:

Attachment 1: Public Works and Engineering Memo Approving Reduction Request

Resolution:

Resolution R-105-22



**PUBLIC WORKS AND
ENGINEERING DEPARTMENT**

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

MEMORANDUM

Date: May 18, 2022

To: John Carlisle, Director of Community and Economic Development

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

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

Subject: 1425 Ellinwood Avenue Second Public Improvement Letter of Credit Reduction

We approve a Letter of Credit reduction request of 45% of the remaining 50% (which is currently \$325,000) for 1425 Ellinwood Avenue per the Redevelopment Agreement between the City of Des Plaines and 1425 Ellinwood Apartments, LLC. Previously, the 50% reduction was given after the first-floor concrete has been placed.

Bond Release: The Director of Public Works and Engineering may recommend to the city council the reduction of bonds or letters of credit after receiving certification of completion by the project engineer and a waiver of liens. The remaining five percent (5%) maintenance warranty for this project shall not be released until the all of the striping and signage is in place for the public to use this garage. Should you have any questions, please feel free to contact me.

JL/jl

CITY OF DES PLAINES

RESOLUTION R - 105 - 22

A RESOLUTION APPROVING THE SECOND REDUCTION OF THE PARKING LOT RESTORATION DEPOSIT LETTER OF CREDIT FOR THE BAYVIEW-COMPASSPOINT MIXED-USE DEVELOPMENT AT 1425 ELLINWOOD AVENUE.

WHEREAS, on June 4, 2018, the City Council adopted Ordinance No. Z-11-18 approving a major variation and tentative plat of subdivision ("**Approving Ordinance**") for the Bayview-Compasspoint Mixed-Use Development ("**Project**"), which consists of the properties commonly known as 1411, 1415, 1425 Ellinwood Avenue, 651, 653-661 and 665 Graceland Avenue and 684, 686, 688-692 Lee Street, Des Plaines, Illinois (collectively, "**Subject Property**"); and

WHEREAS, the Approving Ordinance authorized the construction of a parking garage with a total of 409 parking spaces, 79 of which would be for public use and would replace the parking previously located in a City owned-parking lot that was demolished as part of the Project; and

WHEREAS, as a condition of approval of the Approving Ordinance, the City of Des Plaines and 1425 Ellinwood Apartments, LLC ("**Developer**") entered into a redevelopment agreement ("**Redevelopment Agreement**"); and

WHEREAS, pursuant to Section 10.D.2 of the Redevelopment Agreement, the Developer posted a letter of credit in the amount of \$650,000.00 as a parking lot restoration deposit to guarantee the construction of the Parking Garage and the restoration of the public parking spaces lost as part of the Project ("**Performance Security**"); and

WHEREAS, on January 3, 2022, the City Council adopted Resolution R-7-22, approving the reduction of the Performance Security by 50 percent to a remaining balance of \$325,000, pursuant to, and in accordance with, the Redevelopment Agreement; and

WHEREAS, the Developer has certified that the parking lot has been completed so that it may be used for its intended purpose, exclusive of parking space striping and public access, and, in accordance with the Redevelopment Agreement, has requested that the City reduce the Performance Security by an additional 45 percent; and

WHEREAS, the Department of Public Works and Engineering has inspected construction progress on the parking garage and recommends that the Performance Security be reduced by an additional 45 percent, or \$292,500.00, with a new remaining balance of \$32,500.00, which shall not be released until the garage is fully striped and available for public use; and

WHEREAS, the City Council has determined that it is in the best interest of the City to reduce the Performance Security in accordance with the provisions of this Resolution;

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

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

SECTION 2: LEGAL DESCRIPTION. The Subject Property is legally described as follows:

PARCEL 1:

THE NORTHEASTERLY 40 FEET OF LOT 3 AND THE SOUTHWESTERLY 84.2 FEET OF LOT 4 AND THE NORTHERLY 40 FEET OF THE NORTHWESTERLY 50 FEET OF LOT 2 AND THE SOUTHERLY 84.2 FEET OF THE NORTHWESTERLY 50 FEET OF LOT 1, IN BLOCK 3 OF PARSONS AND LEE'S ADDITION TO DES PLAINES, IN SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PORTION OF LOT 1 IN BLOCK 3 IN PARSON AND LEE'S ADDITION TO DES PLAINES IN SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH EASTERLY CORNER OF SAID LOT; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT, 200 FEET TO THE SOUTH WESTERLY CORNER OF SAID LOT; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT, 68 FEET; THENCE EASTERLY 200 FEET TO THE EASTERLY LINE OF SAID LOT; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT, 68 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PORTION OF THE SOUTHWESTERLY 68 FEET OF LOT 1 LYING NORTHWESTERLY OF THE SOUTHEASTERLY 150 FEET THEREOF).

PARCEL 3:

THE NORTHWESTERLY 100 FEET OF THE NORTHEASTERLY 125 FEET (EXCEPT THE NORTHEASTERLY 50 FEET THEREOF TAKEN FOR ELLINWOOD AVENUE) OF LOT 4, IN BLOCK 3 IN PARSON AND LEE'S ADDITION TO DES PLAINES, A SUBDIVISION OF PART OF SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY LYING NORTHWESTERLY OF THE SOUTHEASTERLY 125.00 FEET THEREOF LOT 2 (EXCEPT THE NORTHEASTERLY 68.10 FEET OF THE SOUTHEASTERLY 100.00 FEET THEREOF; AND EXCEPT THE NORTHWESTERLY 25.00 FEET OF THE SOUTHEASTERLY 125 FEET OF THE NORTHEASTERLY 64.10 FEET THEREOF); AND EXCEPTING ALSO THE NORTHEASTERLY 61.00 FEET OF THAT PART OF LOT 2 LYING NORTHWESTERLY OF THE SOUTHEASTERLY 125 FEET THEREOF); ALL OF LOT 3; THAT PART OF THE NORTHWESTERLY 40 FEET OF LOT 4, LYING NORTHEASTERLY OF THE SOUTHWESTERLY 16 FEET OF SAID LOT 4, ALL IN THE RESUBDIVISION OF LOT 1 (EXCEPT THE SOUTH 68 FEET THEREOF) IN BLOCK 3 IN PARSONS AND LEE'S ADDITION TO DES PLAINES, IN SECTION 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THE NORTHWESTERLY 69.9 FEET OF THE SOUTHEASTERLY 99.9 FEET OF THE NORTHEASTERLY 184 FEET OF LOT 4 (EXCEPT THE NORTHEASTERLY 50 FEET THEREOF TAKEN FOR ELLINWOOD AVENUE) AND THE SOUTHWESTERLY 59 FEET OF THE NORTHEASTERLY 184 FEET OF THAT PART OF LOT 4 LYING WESTERLY OF THE SOUTHEASTERLY 99.9 FEET OF SAID LOT 4 IN BLOCK 3 IN PARSON AND LEE'S ADDITION TO DES PLAINES, A SUBDIVISION OF PART OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THE NORTHEASTERLY 61 FEET (EXCEPT THE SOUTHEASTERLY 125 FEET) OF LOT 2 IN THE RESUBDIVISION OF LOT 1 (EXCEPT THE SOUTH 68 FEET THEREOF) IN BLOCK 3 IN PARSONS AND LEE'S ADDITION TO DES PLAINES, IN SECTION 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

LOT FOUR (4) (EXCEPT THE SOUTHWESTERLY SIXTEEN (16) FEET OF THAT PART LYING NORTHWESTERLY OF THE SOUTHEASTERLY ONE HUNDRED FIFTY (150) FEET THEREOF; AND EXCEPTING ALSO THAT PART OF THE NORTHWESTERLY FORTY (40) FEET OF SAID LOT FOUR (4) LYING NORTHEASTERLY OF SAID SOUTHWESTERLY SIXTEEN (16) FEET THEREOF) IN THE RESUBDIVISION OF LOT ONE (1) (EXCEPT THE SOUTH SIXTY EIGHT (68) FEET THEREOF), IN BLOCK THREE (3), IN

PARSONS AND LEE'S ADDITION TO DES PLAINES, IN SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

THE SOUTHEASTERLY 30 FEET OF THE SOUTHWESTERLY 134 FEET OF THE NORTHEASTERLY 184 FEET OF LOT 4 IN BLOCK 3 IN PARSONS AND LEE'S ADDITION TO DES PLAINES, IN SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 1411, 1415, 1425 Ellinwood Avenue, 651, 653-661 and 665 Graceland Avenue and 684, 686, 688-692 Lee Street, Des Plaines, Illinois

PINs: 09-17-418-003-0000, 09-14-418-007-0000, 09-17-418-020-0000, 09-17-418-022-0000, 09-17-418-025-0000, 09-17-418-029-0000, 09-14-418-032-0000, 09-14-418-033-0000, 09-17-418-034-0000, 09-14-418-036-0000, 09-14-418-037-0000, 09-17-418-026-0000, 09-14-418-038-0000, 09-17-418-039-0000, 09-17-418-040-0000, 09-17-418-045-0000

SECTION 3: REDUCTION OF PERFORMANCE SECURITY. Pursuant to, and in accordance with, the Redevelopment Agreement, the City Council hereby authorizes the reduction of the Performance Security to the amount of \$32,500.00, which amount will be retained by the City to secure the completion of the parking garage on the Subject Property by the Developer.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 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 Reduction of the Parking Lot Restoration Deposit for Bayview Compasspoint Mixed-Use Development.



**PUBLIC WORKS AND
ENGINEERING DEPARTMENT**

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

MEMORANDUM

Date: May 25, 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: Emergency Replacement of Police Station Ejector Pumps

Issue: On Tuesday March 29, 2022, we received notice from the Police Department of a potential sewer back-up in the basement of the building.

Analysis: The Police Department has a sewage ejector pit and pumps located in their basement which service the basement bathrooms and locker room areas. Public Works staff assessed the back-up in the basement and began repair operations. We contacted JOS Services Inc., currently under master contract with the City, to assist with the repair. The temporary repair included: providing a vactor truck and crew to clean the ejector pit, remove existing discharge piping and pump, and install a temporary pump and back-up pump with discharge piping.

Public Works contacted Metropolitan Industries, Inc., the City’s current lift station repair maintenance and repair contractor to assess the ejector system. Metropolitan recommended two options for replacement, which included a submersible pump or a top mounted self-priming suction pump. Both units would include operational upgrades to the current system including the following: an audible alarm, control panel with SCADA (supervisory control and data acquisition) connection capabilities, submersible level transducers with float back-up, cover plate, check valves, and associated plumbing. After reviewing both pump options, the submersible pump option is best suited due to current location space constraints and standardization with current lift station equipment. Pricing and lead times for each option from Metropolitan are listed below:

Pump Type	Lead Time	Total Installed Cost
Top Mounted Self-Priming Pumps	4-6 weeks	\$34,981
Submersible Pumps	8-10 weeks	\$36,327

Recommendation: We recommend approving the Police Department Emergency Ejector Pump Replacement of Submersible Pumps with Metropolitan Industries, Inc., 37 Forestwood Dr.,

Romeoville, IL 60446, in the amount of \$36,327. Source of funding would be the Facilities and Grounds Maintenance R&M Police Station (100-50-535-0000.6315.003) account.

Attachments:

Resolution R-107-22

Exhibit A – Metropolitan Contract Proposal

CITY OF DES PLAINES

RESOLUTION R - 107 - 22

A RESOLUTION APPROVING AN AGREEMENT WITH METROPOLITAN INDUSTRIES, INC. FOR EMERGENCY REPLACEMENT OF THE EJECTOR PUMPS AT THE POLICE STATION.

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 March 29, 2022, the Public Works and Engineering Department ("**Public Works**") received notice from the Police Department of a sewer back-up in the basement of the building ("**Emergency Condition**") and performed an emergency temporary repair, and

WHEREAS, Public Works contacted Metropolitan Industries, Inc. ("**Contractor**"), the City's current lift station repair maintenance and repair contractor, to assess the ejector system and it was determined that the ejector pumps need to be replaced ("**Equipment and Services**"); and

WHEREAS, pursuant to Chapter 10 of Title 1 of the City Code of the City of Des Plaines ("**City Code**") and the City's purchasing policy, the City Manager may authorize a contractor to perform emergency work without competitive bidding to resolve emergencies affecting the public health and safety; and

WHEREAS, Contractor submitted a proposal to perform the Equipment and Services to alleviate the Emergency Condition in the not-to-exceed amount of \$36,327; and

WHEREAS, the City desires to enter into an agreement ("**Agreement**") with Contractor for the Equipment and Services; and

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

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

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

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

SECTION 3: 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 4: 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 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

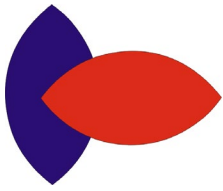
ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Agreement for Emergency Replacement of Ejector Pumps at PD



Metropolitan Industries, Inc.

37 Forestwood Dr.
Romeoville, IL 60446
(815) 886-9200 - FAX (815) 886-6932

Quotation

To: Mr. Robert Greenfield
Superintendent of Utility Services
City of Des Plaines
1111 Joseph Schwab Road
Des Plaines, Illinois 60016

Project: Des Plaines Police Station
Replacement Sewage Ejector Pumps
Bids Due: ASAP
Engineer:

TURNKEY INSTALLATION CONTRACT PROPOSAL

We are pleased to provide a quotation for the following complete "Turnkey-Installation Contract", to install a Metropolitan submersible sewage ejector pump system: Metropolitan proposes to provide all necessary materials and labor to perform the following: Remove the existing sewage pump cover, check valves and gate valves off site. Install the new pump system cover on existing basin, install (2) two new submersible ejector pumps with new control panel with Scada Tag list and terminals, we will install new transducer and back up floats for system operation and supply and install new 4" cast iron check valves and isolation valves with new pump discharge piping of schedule 80 PVC up to the existing threaded cast iron existing gravity pipe as required and start-up the new system as a complete turnkey project. Once start up is completed we will train engineers on operation of new system. (SCADA connection and programming of existing building SCADA system is by others).

NEW SUBMERSIBLE DUPLEX SEWAGE EJECTOR:

MODEL: (2) New SB3SD200 heavy-duty submersible ejector pump with 4-inch discharge.

MOTORS: 2-HP, 3-PH, 60 HZ, 480-volts, 1750-RPM

CONTROL: (1) Submersible level Transducer with (4) float Back up for proper operation as well as stainless steel chain and anchor mounting system.

CONTROL PANEL: New UL Listed Wall Mounted Nema-1 Metropolitan LMS II Jr. Controller with 7" color touch screen With operator interface, Control transformer, magnetic contactors, motor overload protection, circuit breakers, terminal strip and SCADA connection with tag list for connection to SCADA system and programming by others. We will provide tag list points.

ALARM: New Audible High water alarm and light included in control panel.

Basin: Existing basin to remain.

ACCESSORIES: (1) 54" OD X 3/8" thick enameled painted steel cover with pump access plates and openings as required

(2) 4" cast iron check valves and isolation valves.

(1) Lot associated schedule 80 PVC piping and fittings as required for new installation of pumps and controls.

Your net cost to furnish & install pumps, controls, cover, alarm, accessories, all as noted above is:.....

\$36,327.00

Please contact us if we can furnish you with submittals or be of further service

Note, Unless otherwise noted above:

Taxes, permits, fees, payment, performance bonds, correction of existing code violations & fire protection are not included in price. Overtime is not included; work to be completed during normal business hours. Price is FOB-Factory, freight is not included. Price includes one start-up trip per system. Additional service shall be billed at "Current Labor-Rates". Metropolitan's standard 12-Month/18-Month warranty applies. Existing electrical feed to pumps is assumed adequate for the new pumps with no allowance for increased service. MBE, WBE, and Residency Requirements not included. Pricing firm for purchase & release within 30-Days only. Price-Escalation may apply: Price in effect at time of release to production.

Commissioning:

Commissioning is viewed separately than "startup services". Any equipment with startup services included within this quotation does not include a separate trip for commissioning, if required. The cost of this commissioning trip, if required, is not included in the quoted price. Due to the the co-ordination required and time involved in regards to commissioning, if this is a requirement for this project a written purchase order must be provided prior to services, and will be invoiced at "Current Labor-Rates" with a (4) hour minimum per visit to be completed during normal business hours.

TERMS: Net 45 days from date of invoice. All invoices are payable in full when due, with no retainage allowed.

THIS QUOTATION, SUBJECT TO THE CONDITIONS INCLUDED, MAY BE ACCEPTED ONLY BY SIGNING ONE COPY OF THIS QUOTATION AND RETURNING IT TO METROPOLITAN PUMP CO. NOT LATER THAN THE DATE INDICATED ON THE FACE HEREOF AFTER WHICH THIS QUOTATION IS VOID. THIS QUOTATION AFTER ACCEPTANCE BY BUYER MAY BE CANCELLED BY EITHER PARTY WITH NO PENALTY ONLY IF ENGINEER FAILS TO APPROVE SELLERS APPROVAL BROCHURE.

STANDARD TERMS AND CONDITIONS APPLY

Accepted

Firm: City of Des Plaines
Title: Superintendent of General Services
By: Tom Bueser *Tom Bueser*
Date: 5/19/22

Quotation No: 422T18659 – Rev. Submersible
Submitted On: 5/18/22
This Quotation Void After: 30 Days
Prepared By:

Michael Ponx
Metropolitan Industries

**STANDARD CONDITIONS OF SALE
(Domestic Shipments)**

1. TERMS

Standard terms are net **FORTY FIVE** days from date of invoice. Products are sold F.O.B. Factory unless otherwise stated. A 2% per month service charge is added to overdue accounts.

It is understood that the purchaser agrees to pay any and all costs incurred in collecting delinquent accounts, including by way of illustration but not limited to: reasonable attorney fees; costs of witnesses and expert witnesses, including travel from point of origin and return, subsistence and recompense for time lost from regular occupation; court costs, depositions, transcripts, etc.

Quotations are subject to acceptance within thirty days from the date, and in the interim, are subject to changes in price or other particulars upon notice.

All offers to purchase, quotations, and contracts of sales are subject to final acceptance by Metropolitan Pump (hereinafter called the Company) at its office at Romeoville IL; and shall be and constitute an Illinois Contract, subject to the laws of the State of Illinois.

2. SALES AND SIMILAR TAXES

Sales, use, occupational, excise, or other similar taxes are not included in the prices quoted and if this transaction is subjected to any such tax by any taxing authority whatever, the same must be added to the purchase price.

3. DELIVERIES

The Company shall be under no liability for failure to make deliveries where such failure to deliver may be due to fires, strikes, accidents, labor or transportation difficulties, car shortage, failure to obtain deliveries of materials, action of any State, Federal or local governments or other causes beyond its reasonable control.

4. ESTIMATED SHIPPING WEIGHTS

The Company will not be responsible for the accuracy of shipping weights submitted in quotations, as these weights are estimated weights, for use in computing probable freight charges.

5. GUARANTEES

RATED OUTPUT

The Company guarantees that the apparatus manufactured by it will deliver successfully its output as indicated on the nameplate, provided such apparatus is properly installed and maintained, correctly lubricated, operated under normal conditions and with competent supervision.

REPLACEMENT OF DEFECTIVE MATERIAL

Any parts which show faulty workmanship or material will be repaired or replaced without charge. F.O.B. company's works, provided such defects develop under normal and proper use within three months after date of shipment and provided Purchaser shall give notice in writing to the Company and a chance to inspect such defects before repairing or altering the product in any way. The correction of such defects by repair or replacement by the Company shall constitute a fulfillment of its obligation to the Purchaser.

NON-LIABILITY FOR LOSS OR DAMAGE

The Company will not be responsible for or liable for any loss or damage resulting from improper storage or handling prior to placing the apparatus in service and will not assume any responsibility, expense or liability for repairs made outside its works without proper written consent of the Company. The Company will not be responsible or liable for any damage or loss resulting from installation or operation in any manner not complying with installation or operating instructions or drawings or with the ratings marked thereon.

CONTINGENT LIABILITY

The Company will not be responsible or liable in any way for consequential damage or contingent liability resulting from nondelivery, late delivery, function, malfunction or nonfunction or any equipment sold hereunder or resulting from any service provided or from malfeasance or nonfeasance of any service provided hereunder.

6. CHANGES

In event the Purchaser finds it necessary to make changes in the work to be performed hereunder, he may do so only by written order. If such changes cause an increase or decrease in the amount due for apparatus sold hereunder, or in the time required for completion of resulting order, an equitable adjustment shall be made and the order shall be modified accordingly.

7. TERMINATION

In the event the Purchaser, due to good and sufficient cause, desires to effect cancellation of sales or services sold hereunder, notice shall be given in writing to the Company.

The Company shall thereupon, as directed, cease work and deliver to the Purchaser all completed and partially completed articles and materials and work in process. The Purchaser shall pay the Company the following:

(a) The price provided in the order for all articles or materials which have been completed prior to termination.

(b) Actual expenditures made by the Company in connection with the incompleting portion of the order, including reasonable cancellation charges paid by the Company for which it may be liable on account of commitments made under the order.

(c) Reasonable estimated profits on the incompleting portion of the order multiplied by the percentage of completion of the incompleting portion of the order.

8. DEFERRED DELIVERIES

Deferred deliveries are subject to Company's approval. Should the Purchaser for good and sufficient cause desire that we hold up or defer deliveries until some later date, same shall be acceptable on the following conditions only:

(a) Deferment period is not to exceed sixty days, at the end of which time, if no release is given, Company reserves the right to render invoice and make shipment of the completed portion of order to destination specified in Purchaser's order, or to warehouse such apparatus at Purchaser's expense.

(b) On the incompleting portion of the order, if release is not given by the Purchaser at the expiration of sixty days, the Company reserves the right to make a cancellation charge on the same conditions and terms of payment as outlined above under "Termination".

9. PATENTS

The Company certifies that to the best of its knowledge the apparatus sold hereunder does not infringe any Letters Patent granted to others by the United States of America or by any country foreign thereto. The Company does not assume any responsibility or liability for any claim of infringement brought against the Purchaser, its successors, assigns, customers or users of its product.

10. PAYMENTS

If, in the judgment of the Company, the financial condition of the Purchaser at any time does not justify continuance of the production or shipment on the terms of payment specified, the Company may require full or partial payment in advance.

Pro rata payments shall become due as shipments are made. If shipments are delayed by the Purchaser, payments shall become due from date when the Company is prepared to make shipment. If manufacture is delayed by the Purchaser, payment shall be made based on the contract price and the percentage of completion. Apparatus held for the Purchaser shall be at the risk and expense of the Purchaser.

11. FEDERAL AND STATE LAWS

The Company, to the best of its knowledge, is complying with The Fair Labor Standards Act, Public Contracts Act and all other applicable State and Federal Laws, and the orders and regulations issued thereunder.

12. GENERAL

There are no understandings, agreements or warranties, verbal or written, relating to the apparatus sold hereunder that are not fully expressed herein and no change in the terms hereof may be made except by a writing signed by both parties.

No statement, recommendation or assistance made or offered by Company through its representatives to the Purchaser or his representatives in connection with the use of any product sold by us shall be or constitute a waiver by Company of any of the provisions hereof or change the Purchaser's liability as herein defined.

Seller represents that with respect to the production of the articles and/or the performance of the services covered by this proposal, it has fully complied with Section 12 (a) of the fair labor standards act of 1938 as amended.



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: May 18, 2022

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

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

Subject: ComEd Electrical Facility Installation for Lake Opeka Pump Station at 1011 Howard Ave

Issue: In connection with the new storm water pump station for Lake Opeka, the installation of a new electrical service and equipment from ComEd will be required to power the facility.

Analysis: ComEd will be responsible for installing, owning, and maintaining one new pole with fusing equipment and a feed-thru transformer as outlined on Attachment 1. The City and Des Plaines Park District would be responsible for installing, owning, and maintaining the pad needed for the feed-thru transformer in addition to 200-ft of conduit and pulling rope from the pad to pole. In connection with R-162-21 approving the intergovernmental agreement with the Des Plaines Park District for the stormwater improvements, the City will be responsible for 70% of the costs and the Park District will be responsible for 30%. The Park District will be reimbursing the City for their share.

Recommendation: We recommend approval of the proposal from ComEd, 201 North Arthur Ave, Mount Prospect, Illinois 60056 in the amount of \$20,391.36. The City's 70% share of the cost, \$14,273.95, would be funded from the Capital Projects Fund, Improvements.

Attachments:

- Attachment 1 – Service Entrance Location Sketch
- Resolution R-108-22
- Exhibit A – Agreement

SERVICE ENTRANCE LOCATION SKETCH

S.E.R. # NC220176

THIS INFORMATION FOR THE ELECTRICAL CONTRACTOR AND/OR ARCHITECT

FOR 1011 HOWARD AVE, DES PLAINES

FOR A CONNECTED LOAD OF 22 K.W. LIGHT AND 15 H.P. AND 0 SPECIAL
AND ESTIMATED TOTAL MAXIMUM DEMAND OF 8 K.W.

FOR CLASS OF BUSINESS COMMERCIAL SERVICE VOLTAGE 277/480V 3-PHASE 4-WIRE

THE ELECTRICAL CONTRACTOR SHOULD SECURE THE APPROVAL OF THE APPROPRIATE AUTHORITY AND MUST CONFORM TO THE COMMONWEALTH EDISON COMPANY'S BOOK OF INFORMATION AND REQUIREMENTS FOR THE SUPPLY OF ELECTRIC SERVICE. THIS LOCATION IS CONTINGENT UPON THERE BEING NO OBJECTION TO CROSSING ADJACENT PROPERTY WITH SERVICE WIRES IS NECESSARY. LOCATION GIVEN IS FOR LOAD SHOWN ABOVE, AND ANY CHANGE IN LOAD MAY REQUIRE CHANGE IN LOCATION. CUSTOMER'S UNDERGROUND CONDUIT SHOULD NOT BE INSTALLED IN ADVANCE OF COMED'S CONDUIT. APPROVAL OF THIS EXTENSION WILL CONSTITUTE CUSTOMER'S APPROVAL OF SERVICE LOCATION AS SHOWN BELOW.

ComEd TO:

CUSTOMER TO:

- 1 INSTALL, OWN, AND MAINTAIN 40'-2 WOOD POLE#436291315 WITH 12KV RISER
- 2 INSTALL, OWN, AND MAINTAIN THREE PHASE COMPARTMENTAL FEED-THRU CONFIGURED AS RADIAL TRANSFORMER 75KVA TR#436293B1, 277/480V, 3-PHASE, 4-WIRE. CONNECT CUSTOMER SECONDARY CABLES
- 3 PULL APPROX. 200' FT OF #2 AL EXCCJ CABLE FROM LOC 1 TO TRANSFORMER AT LOC 2

- 1 INSTALL RIGID STEEL 90 DEGREE BEND UP THE BASE OF THE POLE. STUB CUSTOMER CONDUIT 2' UP THE BASE OF THE POLE.
 - 2 INSTALL, OWN, AND MAINTAIN NEW FEED THRU TRANSFORMER PAD PER COMED SPEC C5293.A & CLEARANCE SPEC C5285. PULL 2 SET OF 4/C #2 CU CABLE
 - 3 INSTALL, OWN, AND MAINTAIN 200FT 4" PVC CONDUIT & PULLING ROPE (REFER TO CUSTOMER CONDUIT REQUIREMENTS BELOW) FROM TRANSFORMER PAD TO POLE LOCATION
- *ENSURE COMED HAS ACCESS TO CONSTRUCTION AREA**

THE COMMONWEALTH EDISON SERVICE ROUTE AS INDICATED IS FREE AND CLEAR OF ALL UNDERGROUND OBSTRUCTIONS SUCH AS, SEWER LINES, WATER LINES, DRAINAGE TILE, ETC., UNLESS OTHERWISE INDICATED.

SHORT CIRCUIT CURRENT

THE SHORT CIRCUIT CURRENT WHICH CAN BE DELIVERED FROM COMMONWEALTH EDISON COMPANY'S SYSTEM, CALCULATED AT THE FIRST POINT OF CONNECTION BETWEEN EDISON-OWNED FACILITIES AND THOSE OF 1011 HOWARD AVE SUCH (customer's name)

POINT(S) BEING SITUATED AT 1011 HOWARD AVE IS 7,930, AMPERES SYMMETRICAL RMS 3 PHASE, AT 480 VOLTS.

LOCATION PLAN FOR ELECTRICAL FACILITIES APPROVED BY:

X

CUSTOMER _____ DATE _____

COMMONWEALTH EDISON COMPANY
REGIONAL ENGINEERING DEPARTMENT

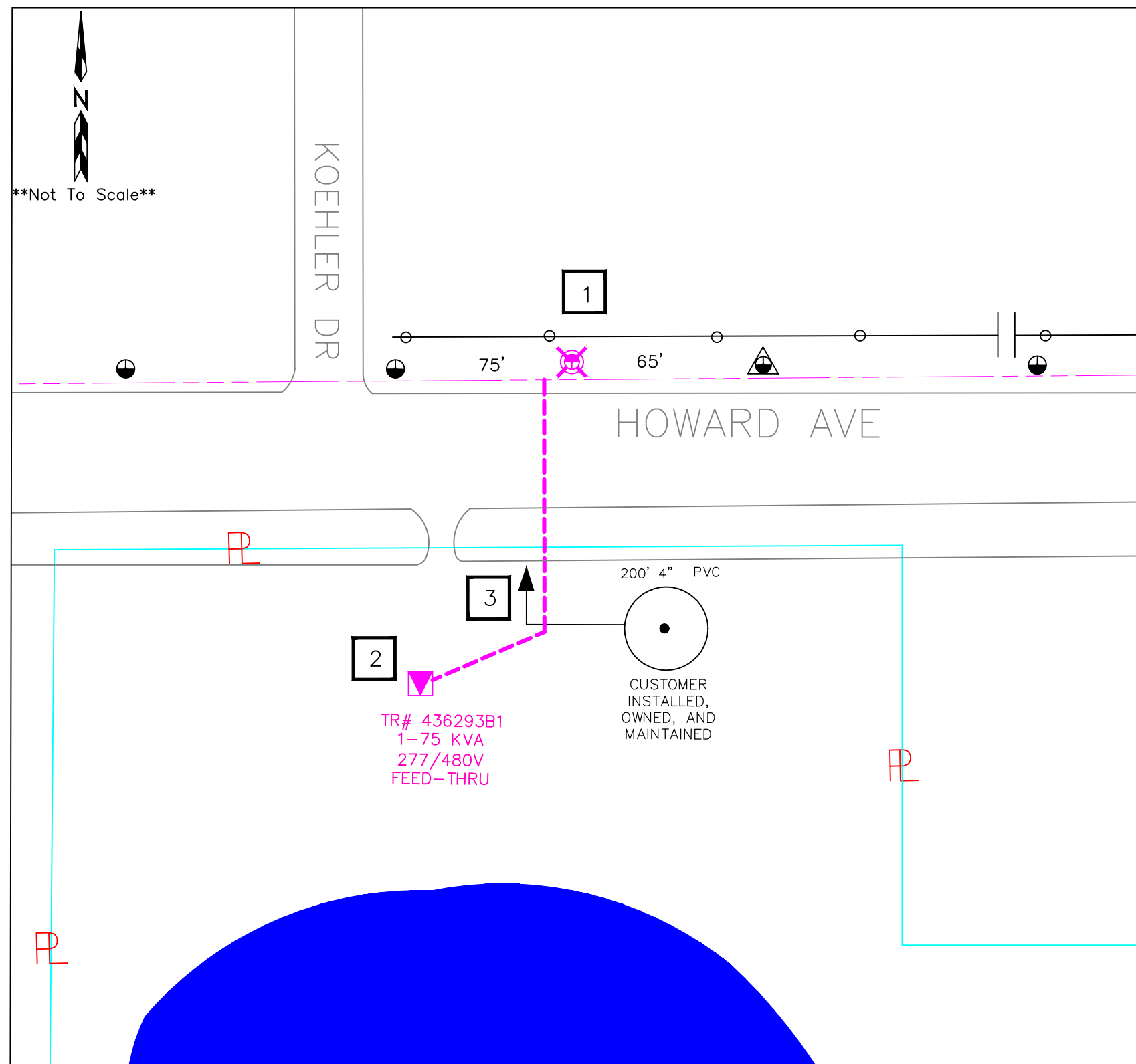
BY CHRIS TOPETE 04/13/2022
ENGINEER DATE

TELEPHONE 847-870-2095

THE ELECTRICAL CHARACTERISTICS OF THE CIRCUITS USED IN EXTENDING FROM THE AFOREMENTIONED POINT(S) AND THOSE OF YOUR ROTATING EQUIPMENT WILL AFFECT THE THE SHORT CIRCUIT DUTY IMPOSED ON YOUR ELECTRICAL FACILITIES.

WE SUGGEST THAT THIS INFORMATION BE CONVEYED TO THE DESIGNER OF YOUR ELECTRICAL SYSTEM TO ENABLE HIM TO SPECIFY AN ADEQUATE AND ECONOMICAL INSTALLATION.

Attachment 1



CUSTOMER CONDUIT REQUIREMENTS

1. CONDUIT FOR PRIMARY CABLE MUST BE A MINIMUM OF 30 INCHES DEEP TO TOP OF DUCT.
2. CUSTOMER MUST FURNISH AND INSTALL 1 - 4 INCH CONDUIT UNDER ANY PAVED AREA
3. PLAS11C PVC SCHEDULE 40 DUCT OR STEEL CONDUIT IS RECOMMENDED FOR INSTALLATION BY CUSTOMER. IF THIN WALL IS USED UNDER ROADWAYS OR PARKING AREAS, IT MUST HAVE A CONCRETE ENCASEMENT OF 11-3/4 INCH.
4. IF CONDUIT BENDS ARE REQUIRED, INSTALL 48 INCH RADIUS TYPE 4 INCH STEEL MAXIMUM BEND DEGREES FOR PULLING CABLE IS 270 DEGREES CUMMULATIVE TOTAL
5. CUSTOMER TO ROD AND PULL TEST MANDREL IN OWN DUCTS AND ALSO INSTALL NYLON PULLING ROPE.
6. CUSTOMER TO INSTALL END CAPS ON OWN CONDUIT AND STAKE THE LOCATION OF END OF DUCT.

AN INSPECTION IS REQUIRED BY THE ComEd PROJECT MANAGER BEFORE THE CUSTOMER CONTRACTOR BACKFILLS OVER THE CONDUIT OR POURS ANY PAD. CONTACT CHRIS TOPETE AT 847-870-2095 FOR PAD AND CONDUIT INSPECTION.



Service Entrance Location Sketch

1011 HOWARD AVE	
1011 HOWARD AVE, DES PLAINES	
P.L.: 436291, 436293	SER/CWA: NC220176
DATE: 04/13/2022	Page 1 of 1
PREPARED BY: CHRIS TOPETE	

CITY OF DES PLAINES

RESOLUTION R - 108 - 22

A RESOLUTION APPROVING AN AGREEMENT WITH COMMONWEALTH EDISON FOR THE INSTALLATION OF AN ELECTRIC FACILITY FOR THE LAKE OPEKA PUMP STATION.

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, in order to effectuate the disconnection from the combined sewer system at Lake Park, it is necessary to construct a storm water pumping station to pump the lake outlet to the storm sewer within Howard Avenue (collectively, "**Work**"); and

WHEREAS, on October 4, 2021, the City and the Des Plaines Park District ("**Park District**") entered into an intergovernmental agreement setting forth the responsibilities of the City and the Park District regarding the Work ("**IGA**"), as authorized by Resolution R-162-21; and

WHEREAS, the installation of an electric facility by Commonwealth Edison ("**ComEd**") is required at 1011 Howard Ave in the City in order to supply electricity for the storm water pumping station ("**Project**"); and

WHEREAS, in order to complete the Project, ComEd requires that the City enter into a Customer Work Agreement ("**Agreement**") and pay the cost of the Project in the not to exceed amount of \$20,391.36; and

WHEREAS, pursuant to the IGA, the City is responsible for 70 percent of the cost of the Project in the not-to-exceed amount of \$14,273.95 ("**City Share**") and the Park District is responsible for 30 percent of the cost of the Project ("**Park District Share**"), which Park District Share will be reimbursed to the City; and

WHEREAS, the City has appropriated sufficient funds in the Capital Projects fund for the Project; and

WHEREAS, the City Council has determined it is in the best interest of the City to enter into the Agreement with ComEd for Facility Installation;

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

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

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

to be approved by the General Counsel.

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

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

PASSED this _____ day of _____, 2022.

APPROVED this _____ day of _____, 2022.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

Approved as to form:

ATTEST:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Agreement with ComEd

MT. PROSPECT OFFICE
201 NORTH ARTHUR AVENUE
MT. PROSPECT, ILLINOIS 60056
847-870-2095

DES PLAINES PARK DISTRICT
C/O ACCOUNTS PAYABLE
2222 BIRCH ST
DES PLAINES, IL 60018

Date: **05/13/2022**

Dear **DES PLAINES PARK DISTRICT**,

Enclosed are the documents related to the supply of electricity at **0 LEE, S OF FARGO AVE, DES PLAINES, ILLINOIS**. Please sign all copies of the enclosed documents and two copies of the Service Entrance Location Sketch. The third copy of the sketch is for your use during Construction. Return the signed documents and sketches and payment of **\$20,391.36** to my attention.

If this contract is not returned within 30 days, it will be cancelled.

Upon receipt of your payment and signed copies, Commonwealth Edison will begin to schedule any necessary service work. An authorized copy of each document will be returned to you for your files.

You may make payments on the ComEd website or by phone. A \$5.95 Paymentus Corp. convenience fee will apply to each electronic payment transaction.

By **Internet** go to: <https://www.comed.com/MyAccount/MyBillUsage/Pages/PayMyBill.aspx>

(for payments of \$5,000 or less for Credit/Debit)

(for payments of \$90,000 or less for eCheck)

Or

By **Phone**, Call (English & Spanish)

1-800-334-7661 (for all payments of \$5,000 or less: Credit, Debit and eCheck)

1-800-588-9477 (for all payments of \$5,000 or less: credit, Debit and eCheck)

Or

By **Customer Service Representatives**

1-800-334-7661 (for payments of \$5,000 or less for Credit/Debit)

1-800-334-7661 (for payments of \$90,000 or less for eCheck)

If you have any questions concerning this contract please contact your Field Representative.

Enclosures

Sincerely,

CHRISTIAN TOPETE
DCC
847-870-2095

ELECTRIC FACILITIES SERVICE ACKNOWLEDGEMENT

PL#: 436293

ESS: YES

SER#: NC220176

Rev.: 00

DES PLAINES PARK DISTRICT (the "Customer") hereby acknowledges the terms and conditions under which Commonwealth Edison Company (the "Company" or "ComEd") is providing electric facilities and equipment to serve the Customer's premises located at **0 LEE, S OF FARGO AVE, DES PLAINES** ("Premises").

1. Preamble.

The Company will furnish, install, own and maintain, and the Customer will pay the Company for, the electric facilities and equipment described herein pursuant to the terms and conditions set forth herein and in accordance with the terms of the Company's Rate RDS - Retail Delivery Service ("Rate RDS"), Rider NS - Nonstandard Services and Facilities ("Rider NS"), Rider ML - Meter-Related Facilities Lease ("Rider ML"), Rider ZSS - Zero Standard Service ("Rider ZSS") as applicable, and with the General Terms and Conditions ("GTC") stated in the Company's Schedule of Rates, as they may be amended from time to time. In the event of any conflict between the terms of this Acknowledgement and the terms of the Company's tariff, the latter will prevail.

2. Service Points.

The Customer is to receive delivery of electric power and energy at the Premises from the Company at an estimated total maximum demand of **142** kilowatts ("kW") ("Maximum Kilowatts Delivered" or "MKD") at the following location(s) (as shown on Exhibit A attached hereto) and in the following amounts and approximate voltages during the Retail Peak Period, as defined in GTC.

Loc. 001 est. demand 20 kW, metering voltage approx. 120/240 volts, 3 phase, 4 wire
Loc. 002 est. demand 54 kW, metering voltage approx. 120/240 volts, 1 phase, 3 wire
Loc. 003 est. demand 2 kW, metering voltage approx. 120/240 volts, 1 phase, 3 wire
Loc. 004 est. demand 14 kW, metering voltage approx. 120/240 volts, 1 phase, 3 wire
Loc. 005 est. demand 44 kW, metering voltage approx. 120/208Y volts, 3 phase, 4 wire
Loc. 006 est. demand 8 kW, metering voltage approx. 277/480Y volts, 3 phase, 4 wire

and at an estimated total maximum demand of **2** kW in the following amounts and approximate voltages during the Retail Off-Peak Period, as defined in GTC.

Loc. 001 est. demand 0 kW, metering voltage approx. 120/240 volts, 3 phase, 4 wire
Loc. 002 est. demand 0 kW, metering voltage approx. 120/240 volts, 1 phase, 3 wire
Loc. 003 est. demand 2 kW, metering voltage approx. 120/240 volts, 1 phase, 3 wire
Loc. 004 est. demand 0 kW, metering voltage approx. 120/240 volts, 1 phase, 3 wire
Loc. 005 est. demand 0 kW, metering voltage approx. 120/208Y volts, 3 phase, 4 wire
Loc. 006 est. demand 0 kW, metering voltage approx. 277/480Y volts, 3 phase, 4 wire

3. Charges; Rental.

a. The Company will furnish, install, own and maintain, under the terms and conditions set forth below and in accordance with the terms of the Company's Rider NS and Rider ML, the facilities and

equipment listed in the Facilities Rental Service and Meter Lease Service attachments to this Acknowledgement. The facilities and equipment listed in such attachments, together with any conductors, cables, supports and related equipment installed by the Company, and any replacements or adjustments thereof, are hereinafter called the "Facilities". Such Facilities are or may be located on the Premises.

- b.
 - (i) The Customer's estimated maximum demand during Retail Peak Periods set forth above is used to determine the service facilities that are available to the Customer as a standard installation under the applicable tariffs. The estimate of the Customer's MKD set forth in Section 2 above is based upon information provided to the Company by the Customer and the Customer agrees that this estimate is representative of the Customer's expected operation, demand and consumption. Load defined as "Zero Standard Portion" under Rider ZSS is not included in the determination of the estimated maximum demand shown above because a standard installation is not provided for the Zero Standard Portion of load.
 - (ii) Such standard service facilities are subject to change from time to time based upon the Customer's actual MKD in accordance with the provisions of the Company's Rate RDS, Rider NS and GTC, or their successors. If the Customer's actual MKD is less than the amount of kW set forth in Section 2 above, the Company may remove, replace, or adjust the Facilities at the Customer's expense so as to provide the Customer the standard installation facilities as provided in Rider NS or to adjust the rental as provided in Section 3(c).
 - (iii) If the Customer desires to add load beyond the levels set forth above in Section 2 or to increase capacity at an individual point of service, the Customer shall notify the Company, in writing, adequately in advance of adding such load or increasing such capacity so that the Company may modify its facilities as determined by the Company.
- c. The initial monthly rental specified in the Facilities Rental Service attachment is based on the Company's standard rental charges applicable on the date the Facilities were installed or last revised and is subject to change as provided herein or in Rider NS.
- d. The monthly rental charges for the Facilities are in addition to all other charges under (i) other applicable tariff provisions and (ii) any additional charges imposed by the Company on account of special installation requests or requirements or requests by the Customer for maintenance beyond the level set forth in Section 5(c).
- e. The Customer shall pay all taxes applicable to the Company's provision of the Facilities and other services to the Customer (including without limitation all applicable federal, state, regulatory, municipal and other taxes with respect to customer charges and rentals).

4. Installation.

- a. If any of the Facilities are not yet installed and require installation by the Company, the Customer acknowledges that the Company will furnish the labor and materials necessary to install the Facilities described on the attached service entrance location sketch NC220176 dated 04/13/2022. (with such specifications as are set forth on such sketch) on or adjacent to the Premises at the following charges:

Credit From Prev. Charges	\$(1,000.00)
Total Required Facilities Charge	\$21,391.36
<hr/>	
Total Facilities Charges	\$20,391.36

- b. The Customer shall pay the Company \$20,391.36 for such installation. Such payment is to be made

in full prior to beginning of Company work.

- c. The charges listed in this document are for performing the work identified herein under normal field conditions. If abnormal field conditions are encountered and additional labor and material are required to complete the work, or if the scope of work is altered, ComEd may charge additional amounts to cover any additional costs.
- d. Any such installation will be done in accordance with, and at the times and at the standard prescribed by, the Company's standard practices and procedures for the types or classes of each of the Facilities to be installed,
- e. Any such installation will be done during the Company's regular working hours, unless otherwise mutually agreed,
- f. In the event the installation cannot be completed within one year from the date of this document as a result of delays on the part of the Customer or because the Company has been denied access to the Premises, the installation charge to the Customer will be recomputed based on the level of costs prevailing at the time of completion of the work, and
- g. The monthly rental for the Facilities being installed will be the rental in effect at the time of the installation or last revision of such Facilities (which rental is subject to change as provided herein or Rider NS).

5. Ownership; Access; Other Company Rights.

- a. The Facilities will remain the sole and exclusive property of the Company. The Company may, in its sole discretion, affix to the Facilities (or any parts thereof) labels or other markings indicating the Company's ownership of the Facilities. The Customer does not acquire any interest in the Facilities (or any parts or components thereof). Use by the Customer of the Facilities does not divest the Company of its exclusive rights to such ownership, use and possession. The Customer will, upon the request of the Company from time to time, execute and deliver to the Company all documents reasonably necessary or advisable to confirm, perfect or evidence any rights of the Company in and to the Facilities.
- b. The Company and its representatives will have free access to the Premises at all reasonable times (and immediately at any time if an emergency exists) for the purposes of inspecting, protecting, installing, operating, maintaining, repairing, altering, replacing, relocating or removing any of the Facilities. ComEd has the right to install facilities on the Customer's property to provide electric service to the Customer and to other users of the Facilities. The Company may, in its sole discretion, replace, remove or alter any part of the Facilities, add or remove portions or components of the Facilities or revise any procedures with respect to the Facilities. Any such replacements, substantial alterations, or additions of or to the Facilities will belong to and be property of the Company and shall be a part of the Facilities.
- c. Such inspection, protection, installation, operation, maintenance, repair, alteration, replacement, relocation and removal will be in accordance with, and at the time(s) and at the standards prescribed by, the Company's standard practices and procedures for the types or classes of each of the Facilities. If the Customer requests maintenance beyond this level, the Company may impose an additional charge for such additional maintenance.

6. Customer Responsibilities.

- a. The Customer will not move, remove, modify, alter, adjust or change in any way the Facilities or any part thereof without first obtaining the written consent of the Company, except to protect the Premises or any person from damage or injury during any emergency or except and to the extent provided in a separate written agreement. Except to the extent set forth in the prior sentence, the Customer will not

permit anyone other than the Company, or the Company's respective representatives, agents or subcontractors to effect any inspection, adjustment, preventative or remedial maintenance, repair, overhaul, replacement or removal of the Facilities.

b. The Customer shall at its sole cost and expense:

- (i) provide to the Company such working space within a reasonable distance of the Facilities as specified by the Company and take such other steps as are necessary to allow the installation, construction, maintenance, repair, alteration, replacement and removal of the Facilities to be readily and efficiently performed;
- (ii) keep the Facilities on the Premises free from any over-building or other obstruction that might create an unsafe condition or that might interfere with the Company's ability to install, operate, maintain, repair, alter, replace or remove the Facilities;
- (iii) provide and maintain in a good, safe and proper state of repair, the Premises and all other property furnished by the Customer in connection with the Facilities;
- (iv) furnish, install and maintain the wiring, supports, and other appurtenances, as specified by the Company, necessary for the Facilities;
- (v) if the installation of the Facilities includes or requires a vault or ground-type installation, furnish and maintain the enclosure, foundation, fill, required ventilation, and similar facilities in accordance with the Company's specifications, standards, rules and regulations;
- (vi) make use of the Facilities in accordance with the Company's specified practices and procedures and protect the Facilities from harm, theft or misuse and deterioration (except for reasonable wear and tear resulting only from proper use thereof); and
- (vii) notify the Company by telephone promptly after the Customer first has knowledge of (i) any malfunction in operation of the Facilities; (ii) any interruption or alteration of electricity delivery to the Premises; (iii) any alteration or modification in the Facilities or its operation which is not initiated by Company, and (iv) any emergency or dangerous condition affecting the Facilities.

c. If any part of the Facilities is lost, stolen, condemned, confiscated, damaged, destroyed or needs maintenance, repairs or replacement due to an act, error, omission, breach, negligence or willful misconduct of any employee or other agent of the Customer, the Customer shall be obliged to reimburse the Company promptly for the Company's customary time and materials costs of the maintenance, repair and replacement of the Facilities. If any part of the Facilities is lost, stolen, condemned, confiscated, damaged, destroyed, or needs maintenance, repairs or replacement due to an act, error, omission, breach, negligence or willful misconduct of one or more employees or other agents of both the Company and the Customer, the Company shall repair or replace such part of the Facilities, and the cost of any such repair or replacement shall be shared by the Customer and the Company in proportion to their respective degrees of fault.

7. Removal.

Upon termination of the provision of service to the Customer, the Company at its option may, and upon the Customer's request the Company will, remove all or any part of the Facilities. The Customer will bear the cost and expense of such removal.

8. Relocation.

If relocation of all or any part of the Facilities is requested by the Customer or there is a change in the Customer's operation or construction, which in the judgment of the Company, makes such relocation necessary or advisable, the Company will move such facilities at the Customer's expense to a location on or adjacent to the Premises mutually acceptable to the Company and the Customer.

9. Miscellaneous.

- a. The listing of the Required or Requested Facilities in the Facilities Rental Service attachment and the monthly rental may be modified from time to time upon oral or written notification to the customer (and the removal or installation of any such Facilities shall constitute prima facie evidence of such notification).
- b. The Company may adjust the Facilities or the monthly rental if the Customer's actual MKD is more or less than the level set forth in Section 2 above.
- c. The Company may adjust the monthly rental as provided in Section 3(c)/4(g) and in the Facilities Rental Service attachment.

10. Safety.

Be advised that safety on the job site is the responsibility of the Customer and Customer's contractor. The Occupational Safety and Health Administration (OSHA) requires a specific clearance when working near energized primary electric lines. Consider all electric wires to be energized and non-insulated. Workers may be electrocuted or seriously injured by contact with the power lines or while working in close proximity to those lines. All workers and equipment must maintain a safe distance from the power lines at all times. The Customer or Customer's contractor should not commence work near ComEd's lines until such time that temporary protective measures have been taken to guard against danger of incidental contact. Consult OSHA guidelines for more specific information when working near or around energized electrical equipment. (See www.osha.gov <<http://www.osha.gov>>.) Contact 1-800-EDISON-1 for questions concerning working in proximity to ComEd electrical facilities.

Clearance of electrical equipment from permanent structures is governed by the National Electrical Safety Code (NESC). Reference the National Electrical Safety Code for specific information.

ComEd is very concerned about the safety of its customers and others working around its facilities. Compliance with OSHA and the NESC is a requirement. Please ensure that the activities undertaken by the Customer or Customer's contractor include the safe work practice of maintaining the required working clearances and required vertical and horizontal clearances from permanent structures.

The undersigned Customer acknowledges he/she has read the foregoing safety statement and agrees to comply with all state, federal and local safety requirements and shall require any contractor working in proximity to ComEd equipment to acknowledge and agree to same.

11. Customer/Owner Acknowledgement.

The undersigned Customer acknowledges the terms noted herein. In case the Customer is not owner of the Premises, the undersigned property owner hereby acknowledges and agrees to the terms noted herein.

Account Number: **0352185007**
SER No.: **NC220176**
Work Task Number: **1802108101**

FOR THE CUSTOMER:

Customer Name

Accepted By

Signature

Print Name

Official Capacity or Title

Property Owner's Signature

FACILITIES RENTAL SERVICE - RIDER NS

S.E.R. #: **NC220176**

The Company hereby agrees to furnish and maintain hereunder facilities which the Company provides on a rental basis, for which the Customer agrees to pay a monthly rental of **\$59.22** as described below:

1. Required Transformer Facilities:

Transformer Number: 436293C2 @ 120/240	
Transformer Number: 436293A5 @ 120/240	
1 - 25 KVA-COMP FEED THRU TRANS, 7200-120/240 VOLTS, PAD MOUNT @ 13.33 (FPK210025)	\$13.33
1 - 15KV - 200 AMPERES, CUTOFF, SMD-20 @ 3.82 (1A4)	\$3.82
1 - 10 KV - DISTRIBUTION CLASS ARRESTER @ 0.18 (2A4)	\$0.18
Transformer Number: 436293B2 @ 120/208Y	
1 - 75 KVA-COMP RADIAL TRANS, 13200-120/208 VOLTS, PAD MOUNT @ 55.56 (KPO430075)	\$55.56
3 - 15KV - 200 AMPERES, CUTOFF, SMD-20 @ 3.82 (1A4)	\$11.46
3 - 10 KV - DISTRIBUTION CLASS ARRESTER @ 0.18 (2A4)	\$0.54
Transformer Number: 436293B1 @ 277/480Y	
1 - 75 KVA-COMP FEED-THRU TRANS, 12470-277/480 VOLTS, PAD MOUNT @ 58.18 (FPN530075)	\$58.18
3 - 15KV - 200 AMPERES, CUTOFF, SMD-20 @ 3.82 (1A4)	\$11.46
3 - 10 KV - DISTRIBUTION CLASS ARRESTER @ 0.18 (2A4)	\$0.54
Total	\$155.07

2. Standard Transformer Facilities:

1 - 225 KVA-COMP FEED-THRU TRANS, 12470-120/208 VOLTS, PAD MOUNT @ 83.85 (FPN430225)	\$83.85
3 - 15KV - 200 AMPERES, CUTOFF, SMD-20 @ 3.82 (1A4)	\$11.46
3 - 10 KV - DISTRIBUTION CLASS ARRESTER @ 0.18 (2A4)	\$0.54
Total	\$95.85

3. Additional Required Facilities:

Total \$0.00

4. Additional Standard Facilities:

Total \$0.00

5. Frozen Transformer Rental:

\$0.00

6. Monthly Transformer Rental:

(item 1 minus item 2, minus item 5)

NOTE: if this value is less than zero, this line item will be changed to zero

\$59.22

7. Monthly Switchgear Rental:

(item 3 - item 4)

NOTE: if this value is less than zero, this line item will be changed to zero

\$0.00

8. Capacitor Facilities:

0 @ \$0.17

\$0.00

9. Total Monthly Rental:

(item 6 + item 7 + item 8)

\$59.22

All such facilities shall remain property of the Company.

The monthly rental specified is based on the Company's standard rental charges applicable on the date hereof and is subject to change. The actual rental charges shall be those in effect at the time of the installation of the facilities; and whenever there is a change in facilities which require a different rental payment, the rental charge for all facilities of the same class will be based on charges in effect at that time. The monthly rental is in addition to all other charges under the contract to which this rider applies.

Customer Name: **DES PLAINES PARK DISTRICT**

Address: **0 LEE, S OF FARGO AVE, DES PLAINES**

Dated: 05/13/2022

METER LEASE SERVICE - RIDER ML

S.E.R. # : NC220176

The Company agrees to furnish and maintain on the Customer's premises metering equipment in excess of a standard meter allowance to measure the electricity supplied to the Customer, as described below, for which the Customer agrees to pay a total monthly meter lease amount of **\$5.86**

1. Required Metering Equipment

METER

1 - 1 PH, WATT-HOUR METER MECH OR ELEC DEMAND REGISTER CLASS 10 OR 20 @ \$8.05 (MA)	\$8.05
3 - 1 PH, WATT-HOUR METER MECH OR ELEC DEMAND REGISTER CLASS 100 OR 200 @ \$2.57 (MC)	\$7.71
1 - 3 PH, WATT-HOUR METER MECH OR ELEC DEMAND REGISTER CLASS 100 OR 200 @ \$5.64 (MH)	\$5.64

Total Required: \$21.40

2. Standard Meter Allowance:

\$15.54

Medium Load Delivery Class (100 - 400 kW)

3. Total Monthly Meter Lease:

\$5.86

(item 1 minus item 2)

The Customer agrees to furnish and install the wiring, supports, and other appurtenances, as specified by the Company, necessary for the metering installation or installations.

The monthly meter lease specified above is subject to change and is in addition to all other charges under the Company's tariffs.

The Standard Meter Allowance is a dollar amount that represents the average rental value of a standard one meter installation for most delivery classes. The Extra Large Load Delivery Class (Over 10 MW) has a Standard Meter Allowance of two meters.

Customer: **DES PLAINES PARK DISTRICT**
0 LEE, S OF FARGO AVE
DES PLAINES, IL 60018

Dated: 05/13/2022



OFFICE OF THE MAYOR

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

MEMORANDUM

Date: April 26, 2022
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:

N & B Wine & Spirits Inc dba Lyon's Beverage Depot
959 E Oakton St
Class B – Bulk Sales Retail Only (off-site consumption only)
- New Increase from 15 to 16

The complete application packet is on file in the Community and Economic Development Department. The required posting will be completed May 9, 2022 and all necessary fees have been secured.

This request will come before you on the Consent Agenda of the City Council meeting of Monday, May 16, 2022.

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

Andrew Goczkowski
Mayor
Local Liquor Commissioner

Attachments: Application Packet
Ordinance M-18-22



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: N & B WINE & SPIRITS INC (DBA) LYONS BEVERAGE DEPOT OF DES PLAINES
Address: 959 E OAKTON ST, DES PLAINES, IL Zip: 60018
Mailing Address: 959 E OAKTON ST Dept:
City: DES PLAINES, St: IL Zip: 60018
Email: INFO@MARIIBIELAW.COM Phone#: 815-295-4127
Day/Hours of Operations: Monday: 9am-1am Tuesday: 9am-1am Wednesday: 9am-1am
Thursday: 9am-1am Friday: 9am-2am Saturday: 9am-2am Sunday: 11am-7am

CLASSIFICATION

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

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

Title: President / VP / Secretary % of Stock: 100
Name: Purviben Patel
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? [X] 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:

Parashi Properties Des Plaines LLC - 959 Oakton Des Plaines IL

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:

SEE 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.

PWP 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.

PWP 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.

PWP INITIALS

Signature of Owner

Purviben Patel

Print Name

SUBSCRIBED and SWORN to before me this

20 day of October, 2021.

NOTARY PUBLIC (STAMP SEAL BELOW)



Armanetti Wine & Spirits
18230 Kedzie Ave
Hazel Crest, IL 60429

Good Standing

Armanetti Beverage Depot
3115 Belvidere Rd
Park City, IL 60095

Good Standing

FORM BCA 2.10
 ARTICLES OF INCORPORATION
 Business Corporation Act

Filing Fee: \$150

File #: 73323681

Approved By: MAP

FILED
 JUN 15 2021
 Jesse White
 Secretary of State

1. Corporate Name: N & B WINE & SPIRITS INC.

2. Initial Registered Agent: JOHN MRAIBIE

First Name	Middle Initial	Last Name
JOHN	MRAIBIE	

Initial Registered Office: 14600 JOHN HUMPHREY DR

Number	Street	Suite No.	City	IL	ZIP Code	County
14600	JOHN HUMPHREY DR		ORLAND PARK	IL	60462-2642	COOK

3. Purposes for which the Corporation is Organized:
 The transaction of any or all lawful businesses for which corporations may be incorporated under the Illinois Business Corporation Act.

4. Authorized Shares, Issued Shares and Consideration Received:

Class	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
COMMON	1000	1000	\$ 1000

NAME & ADDRESS OF INCORPORATOR

5. The undersigned incorporator hereby declares, under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated <u>JUNE 15</u>	<u>2021</u>	<u>14600 JOHN HUMPHREY</u>
Month & Day	Year	Street
<u>JOHN MRAIBIE</u>	<u>ORLAND PARK</u>	<u>IL 60462</u>
Name	City/Town	State ZIP Code

This document was generated electronically at www.cyberdriveillinois.com

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

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

**Des Plaines
Cook County**

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

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

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

Illinois Business Authorization

OFFICIAL DOCUMENT

N & B & WINE & SPIRITS

DBA: LYONS BEVERAGE DEPOT

959 E OAKTON ST
DES PLAINES IL 60019-0001

Loc. Code: 016-0015-1-001

Des Plaines
Cook County

Expiration Date:
7/15/2022

Certificate of Registration

Sales and use taxes and fees

(4408-6261)

ILLINOIS REVENUE

[Signature]
Director

OFFICIAL DOCUMENT

Issued Date: 07/15/2021

Date of this notice: 06-16-2021

Employer Identification Number:
87-1233042

Form: SS-4

Number of this notice: CP 575 A

N & B WINE & SPIRITS
LYONS BEVERAGE DEPOT
959 E OAKTON ST
DES PLAINES, IL 60018

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 87-1233042. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 940	01/31/2022
Form 944	01/31/2022
Form 1120	04/15/2022

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

CITY OF DES PLAINES

ORDINANCE M - 18 - 22

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

WHEREAS, N & B Wine & Spirits Inc, d/b/a Lyon’s Beverage Depot ("*Applicant*"), applied to the Department of Community and Economic Development for a Class B liquor license for the premises commonly known as 959 E Oakton Street, Des Plaines, Illinois ("*Premises*"), pursuant to Chapter 4 of Title 4 of the Des Plaines City Code ("*City Code*"); and

WHEREAS, the City desires to issue one Class 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	15 16	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 N & B Wine & Spirits LLC dba Lyon's Beverage Depot 959 E Oakton Street

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, MAY 16, 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 6:32 p.m. in the Eleanor Rohrbach Memorial Council Chambers, Des Plaines Civic Center on Monday, May 16, 2022.

ROLL CALL

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

CLOSED SESSION

Moved by Brookman, seconded by Chester to enter into Closed Session under the following sections of the Open Meetings Act – Personnel, Purchase of Property, and Sale of Property.

Upon roll call, the vote was:

AYES: 6 - Oskerka, Zadrozny, Brookman,
Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 2 - Lysakowski, Moylan

Motion declared unanimously carried.

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

The City Council reconvened at 7:35 p.m.

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

Also present were: City Manager Bartholomew, Assistant City Manager/Director of Finance Wisniewski, Director of Public Works and Engineering Oakley, Director of Community and Economic Development Carlisle, Fire Chief Anderson, Police Chief Anderson, and General Counsel Friedman.

Mayor Goczkowski announced of the passing of former Alderman Tom Becker. He stated he had known former Alderman Tom Becker for a number of years; he had found him to be genuine and a very nice person.

Alderman Brookman stated former Alderman Tom Becker will always be remembered as a fun loving, quick witted, and an exceptional family man. She stated he had a sincere desire to leave his community better off than the way he found it. She stated he will be missed, and her thoughts and prayers are with his family.

Alderman Chester mentioned former Alderman Tom Becker served the sixth ward in an outstanding capacity; he stated the sixth ward misses him very much and honors his service to his community.

PRAYER AND PLEDGE

The prayer and the Pledge of Allegiance to the Flag of the United States of America were offered by Alderman Oskerka.

PUBLIC COMMENT

Former Alderman Dick Sayad spoke regarding the passing of former Alderman Tom Becker. He stated former Alderman Tom Becker has passed, but he has left a lot here for us – stating he has done a lot for the community because he cared. Former Alderman Sayad also thanked former Alderman Becker for the fine job he had done. He announced there will be visitation on Saturday, May 21, 2022 from 10:00 a.m.-3:00 p.m. at G.L. Hills Funeral Home.

Former Alderman Pat Beauvais acknowledged the passing of former Alderman Tom Becker; expressing she believed he was one of the most dedicated people in the city, he accomplished

so much, and he energized the City Council. She also expressed her objection to the possible new development at Graceland Avenue and Webford Avenue.

Several residents expressed their concern and objection to a possible new development at the current site of the Journal and Topics Building.

**ALDERMAN
ANNOUNCEMENTS**

Alderman Oskerka stated this past week was Nurses' Week – he gave a shout out and a thank you to anyone who serves in health care. He mentioned the Community Backpack Project, an extension of the Self-Help Pantry & Closet, is looking to do a Christmas in July food drive - further information will be posted on their website. He also stated it is important for the community to yield bicyclists on the street with a three-foot space, and yield to all pedestrians.

Alderman Zadrozny stated he is having a ward meeting on June 2, 2022 at 7:00 p.m. at the Golf Road Baptist Church.

Alderman Smith gave condolences to the family of former Alderman Tom Becker.

Alderman Ebrahimi gave his condolences to the family of former Alderman Tom Becker. He also asked for further information of an organization where he can donate his mom's clothes.

**MAYORAL
ANNOUNCEMENTS**

Mayor Goczkowski thanked Police Chief Anderson for his contribution to the town hall meeting held over the weekend regarding police practices and the new Illinois legislations.

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.

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 Brookman, seconded by Chester, 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: 6 - Oskerka, Zadrozny, Brookman
Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 2 - Lysakowski, Moylan

Motion declared carried.

CONSENT AGENDA

Moved by Brookman, seconded by Oskerka, to establish the Consent Agenda.

Upon voice vote, the vote was:

AYES: 6 - Oskerka, Zadrozny, Brookman,
Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 2 - Lysakowski, Moylan

Motion declared carried.

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

Upon roll call, the vote was:

AYES: 6 - Oskerka, Zadrozny, Brookman,
Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 2 - Lysakowski, Moylan

Motion declared carried.

Appointment was approved; Minutes were approved; Ordinance M-18-22 was approved; Ordinance M-17-22 was adopted; Re-Appointment was approved; Requests were approved; Resolutions R-94-22, R-95-22, R-96-22, R-97-22, R-98-22, R-100-22, R-103-22 were adopted.

**APPROVE CLASS A
LIQ LIC/ CHG/ 2350
MANNHEIM RD**
Consent Agenda

Moved by Brookman, seconded by Chester, to Approve, CHANGE IN CLASS A (TAVERN, SEATS 250 OR LESS) LIQUOR LICENSE OWNERSHIP FOR CRESCENT HOTELS & RESORTS, LLC D/B/A CHICAGO O'HARE FAIRFIELD INN, 2350 MANNHEIM ROAD. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE CLASS E
LIQ LIC/ CHG/ 1285
ELMHURST RD**
Consent Agenda

Moved by Brookman, seconded by Chester, to Approve, CHANGE IN CLASS E (RESTAURANT DINING ROOM, ON-SITE CONSUMPTION ONLY) LIQUOR LICENSE OWNERSHIP FOR ARI SUSHI, LLC D/B/A OBA CONTEMPORARY JAPANESE, 1285 ELMHURST ROAD. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE CLASS B
LIQ LIC/ NEW/ 959
E OAKTON ST**
Consent Agenda

Moved by Brookman, seconded by Chester to Approve First Reading of Ordinance M-18-22, AN ORDINANCE AMENDING THE CITY CODE TO ADD ONE CLASS "B" LIQUOR LICENSE. Motion declared carried as approved unanimously under Consent Agenda.

**Ordinance
M-18-22**

**AUTH EXPND
FUNDS/ 4TH AMD/
SPEEDLINK SOLNS**
Consent Agenda

Moved by Brookman, seconded by Chester, to Approve Resolution R-94-22, A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS UNDER THE FOURTH AMENDMENT TO THE AGREEMENT WITH SPEEDLINK SOLUTIONS, INC. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-94-22**

**AUTH PROC/ ROCK
SA/ MORTON SALT**
Consent Agenda

Moved by Brookman, seconded by Chester, to Approve Resolution R-95-22, A RESOLUTION AUTHORIZING THE PROCUREMENT OF ROCK SALT FROM MORTON SALT, INC. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-95-22**

**APPROVE TSK ORD
1/ PHOTO & MAP
SVCS/ AYRES
ASSOC**
Consent Agenda

Moved by Brookman, seconded by Chester, to Approve Resolution R-96-22, A RESOLUTION APPROVING TASK ORDER NO. 1 WITH AYRES ASSOCIATES, INC FOR AERIAL PHOTOGRAPHY AND PLANIMETRIC MAPPING SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-96-22**

**APPROVE MSTR
CNTRCT & TSK
ORD 1/ S-CURVE/
V3 COS OF IL**
Consent Agenda

Moved by Brookman, seconded by Chester, to Approve Resolution R-97-22, A RESOLUTION APPROVING A MASTER SERVICES AGREEMENT AND TASK ORDER NO. 1 WITH V3 COMPANIES OF ILLINOIS, LTD FOR ENGINEERING SERVICES RELATED TO THE S-CURVE UNDERPASS PROJECT. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-97-22

**APPROVE &
ADOPT/ EMB/ CITY
MSG PLCY**
Consent Agenda

Moved by Brookman, seconded by Chester, to Approve Resolution R-98-22, A RESOLUTION APPROVING AND ADOPTING AN ELECTRONIC MESSAGE BOARD BILLBOARD SIGN CITY MESSAGE POLICY. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-98-22

**SECOND READING/
ORDINANCE
M-17-22**
Consent Agenda

Moved by Brookman, seconded by Chester to Approve Ordinance M-17-22, AN ORDINANCE REDISTRICTING THE WARDS OF THE CITY BY ADOPTING AND APPROVING A NEW WARD MAP AND AMENDING CHAPTER 11 OF TITLE 1 OF THE DES PLAINES CITY CODE. Motion declared carried as approved unanimously under Consent Agenda.

**APPOINTMENT/
DON SMITH/
POLICE PENSION
BOARD**
Consent Agenda

Moved by Brookman, seconded by Chester, to Approve the APPOINTMENT FROM THE MAY 2, 2022 CITY COUNCIL AGENDA OF DON SMITH TO THE POLICE PENSION BOARD – TERM TO EXPIRE MAY 1, 2024. Motion declared carried as approved unanimously under Consent Agenda.

**RE-APPOINTMENT/
D. MICHAEL
ALBRECHT/
BOARD OF FIRE &
POLICE
COMMISSIONERS**
Consent Agenda

Moved by Brookman, seconded by Chester, to Approve the RE-APPOINTMENT FROM THE MAY 2, 2022 CITY COUNCIL AGENDA OF D. MICHAEL ALBRECHT TO THE BOARD OF FIRE & POLICE COMMISSIONERS – TERM TO EXPIRE APRIL 30, 2024. Motion declared carried as approved unanimously under Consent Agenda.

**AUTH EXPND
FUNDS/ TRNG
SVCS/ POLICE
TRNG INST**
Consent Agenda

Moved by Brookman, seconded by Chester, to Approve Resolution R-103-22, A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FOR POLICE ACADEMY TRAINING SERVICES FROM THE POLICE TRAINING INSTITUTE. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-103-22

**APPROVE
MINUTES**
Consent Agenda

Moved by Brookman, seconded by Chester, to Approve the Minutes of the City Council meeting of May 2, 2022, as published. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE IGA/
MWRDGC/ CONC
ALLEY IMP PROJ**
Consent Agenda

Moved by Brookman, seconded by Chester, to Approve Resolution R-100-22, A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO REGARDING A PREVIOUS CONCRETE ALLEY IMPROVEMENT PROJECT. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-100-22**

**APPROVE
MINUTES
Consent Agenda**

Moved by Brookman, seconded by Chester, to Approve the Closed Session Minutes of the City Council meeting of May 2, 2022, as published. Motion declared carried as approved unanimously under Consent Agenda.

NEW BUSINESS

FINANCE & ADMINISTRATION – Alderman Zadrozny, Chair

**WARRANT
REGISTER
Resolution
R-102-22**

Alderman Zadrozny presented the Warrant Register.

Moved by Zadrozny, seconded by Oskerka, to Approve the Warrant Register of May 16, 2022 in the Amount of \$4,623,351.54 and Approve Resolution R-102-22.

Upon roll call, the vote was:

AYES: 6 - Oskerka, Zadrozny, Brookman
Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 2 - Lysakowski, Moylan

Motion declared carried.

COMMUNITY DEVELOPMENT- Alderman Chester, Chair

**CONSIDER
APPROVING A
ZONING MAP AMD
FOR 1705 PRATT
AVE
Ordinance
Z-10-22**

Director of Community and Economic Development Carlisle reviewed a memorandum dated April 27, 2022.

The petitioner, Scott Saef on behalf of Commonwealth Edison Company, is requesting a Map Amendment under Section 12-3-7 of the Zoning Ordinance to rezone the property at 1705 Pratt Avenue from R-1 Single Family Residential District to C-3 General Commercial District. Minor variations to allow a fence greater than eight feet in height made of metal instead of solid wood, masonry, or vinyl fence are also required but will be considered separately by the Zoning Administrator.

The petitioner is requesting a Map Amendment to rezone the subject property from R-1 Single Family Residential District to C-3 General Commercial District for two reasons: 1.) to bring the existing Public Utility use into conformance with the Zoning Ordinance and 2.) to enable variation consideration for changing the existing fence on the subject property to meet federal security regulations. The 1.37-acre property is currently developed with a public utility substation and is located at the southwest corner of Pratt Avenue and Sycamore Street. The existing public utility substation is a non-conforming use, as it is not allowed within the current R-1 zoning. In addition, the existing seven-foot-tall chain link with 12- inch barbed wire does not comply with current codes as fencing in the R-1 district is limited to six feet in height and does not allow barbed wire.

The petitioner is proposing to change the zoning of the subject property from R-1 Single Family Residential to C-3 General Commercial district, where a Public Utility use is permitted, and replace the existing fence enclosure with a new 11-foot-tall metal fence with 12-inch barbed wire and 16-foot-tall posts containing surveillance cameras. The existing fence enclosure will mostly be replaced in the same location with the exception of the northwest corner, where the new fence will fully enclose the existing building (instead of utilizing it as part of the enclosure, which is the current design). The proposal also includes the installation of new parkway landscaping and a small portion of landscaping on the subject property. A parkway, defined as “that property dedicated to the City lying between the improved streets and sidewalks” in Section 8-6-1 of the Municipal Code, can be improved with landscaping. However, Section 8-6-3 restricts the height of landscaping to no more than 24 inches in height

within a parkway or within eight feet back of the property line of such property. If the map amendment and minor variations are approved to enable the proposed project, staff would require the proposed parkway landscaping to not exceed 24 inches in height. In addition, any necessary permits and/or license agreements to install landscaping in the public right-of-way would have to be obtained.

The PZB recommended (4-0) that the City Council approve the map amendment from R-1 Single Family Residential district to C-3 General Commercial district without any conditions.

Moved by Chester, seconded by Brookman, to Approve the Ordinance Z-10-22, AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FOR 1705 PRATT AVENUE, DES PLAINES, ILLINOIS.

Upon voice vote, the vote was:

AYES: 6 - Oskerka, Zadrozny, Brookman,
Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 2 - Lysakowski, Moylan

Motion declared carried.

Advanced to second reading by Chester, seconded by Smith, to Adopt the Ordinance Z-10-22, AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FOR 1705 PRATT AVENUE, DES PLAINES, ILLINOIS.

Upon roll call, the vote was:

AYES: 6 - Oskerka, Zadrozny, Brookman,
Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 2 - Lysakowski, Moylan

Motion declared carried.

CONSIDER
APPROVING A
CONDITIONAL USE
PERMIT FOR A
CAR WASH USE AT
513 S DES PLAINES
RIVER RD
Ordinance
Z-11-22

Director of Community and Economic Development Carlisle reviewed a memorandum dated April 27, 2022.

The petitioner is requesting a conditional use for a Car Wash in the C-3 General Commercial District at 513 S. River Road.

The petitioner, Chris Jenks, represents Driven Car Wash, which is a Chicagoland exterior-only car wash operator with existing locations in Arlington Heights and Hickory Hills. The petitioner is proposing to demolish the existing building, the former Des Plaines Car Wash, and build new. Even though the use is not changing, the scope of the project does not allow the legal nonconforming use to continue and therefore requires a conditional use.

The subject property is a 38,110-square-foot interior lot off River Road in between Perry Street and Elk Boulevard that is currently accessed by two curb cuts off River Road. There is a 4,421-square-foot, one-story commercial building, paved parking area, 106-square-foot shed, dumpster enclosure, and pole sign. This property is located within the 100-year floodplain—although not within the floodway. Therefore, redevelopment is possible, but the project must comply with all appropriate Metropolitan Water Reclamation District (MWRD) and local city regulations.

The new proposed car wash building is 4,900 square feet, with a lobby area, office, restroom, utility room, mechanical room, and car wash/dry bays. The proposed one-story commercial building will be set back approximately 57.4 feet off the west property line (front) along River Road, 53.6 feet from the east property line (rear), five feet off the north property line (side), and 109.8 feet off the south property line (side). The submittal shows proposed building materials as brushed feve, concrete masonry units, and PVDF (plastic). All new construction

must adhere to the Building Design Standards in Section 12-3- 11 of the Zoning Ordinance, including permitted/prohibited exterior.

To ensure compliance, staff recommends a condition that the petitioner's drawings at the time of building permit meet all the Building Design Standards in Section 12-3-11 of the Zoning Ordinance or seek relief from these standards using the appropriate procedures within the Zoning Ordinance.

The petitioner is also proposing several site improvements:

- A new paved entry area on the southwest side of the property with three payment booth lanes and a teller pad;
- A new paved single-lane entrance to the car wash tunnel in between the payment lanes and the car wash building with six stacking spaces;
- A new paved area with 22 vacuum stalls, two employee parking spaces, and one handicap-accessible parking space;
- New sidewalk surfaces for pedestrian access to/from the subject property and throughout the site;
- A new dumpster enclosure; and
- A new pole sign.

The petitioner proposes landscaping on the site on the perimeter of the subject property and around the proposal car wash. Section 12-10-10 of the Zoning Ordinance requires a minimum three-foot-wide landscape bed around 25% of a building's façade with emphasis on street-facing elevations, which is identified on the plan. Section 12-10-9 requires commercial development that abuts residential zoning to provide landscape buffers to soften the transition between the two uses with a minimum five-foot-wide landscape bed and solid wood, vinyl, or masonry fence eight feet in height. The petitioner proposes to add a five-foot-wide landscape bed with trees and bushes along the rear property line. However, no fence section is shown. There is an existing fence along the east (rear) of the subject property that appears to be in disrepair. As such, staff recommends a condition that a minimum eight-foot-tall wood, vinyl, or masonry fence is installed along 100 percent of the east (rear) property line.

A car wash, as defined in Section 12-13-3 of the Zoning Ordinance, requires a conditional use permit in the C-3 district pursuant to Section 12-7-3(K). Car washes are required to have two spaces for each self-service or manual washing rack or bay, plus four staging spaces, plus six stacking spaces for each automated washing rack or bay. Since one automatic washing bay is proposed, a total of six stacking spaces are required for the car wash operations. The Preliminary Site Plan indicates that there are six stacking spaces available between the three point-of-sale booths and the car wash tunnel, which meets this requirement. In addition, 22 vacuum spaces, two employee spaces, and one handicap accessible parking space are also provided on site.

The PZB recommended (4-0) that the City Council approve the conditional use request with the three conditions found in the staff report.

The PZB and staff recommend the following conditions:

1. The petitioner shall revise the Architectural Plan to meet all the Building Design Standards in Section 12-3-11 of the Zoning Ordinance or seek relief from these standards using the appropriate procedures within the Zoning Ordinance.
2. The petitioner shall install a minimum eight-foot-tall wood, vinyl, or masonry fence along 100 percent of the east (rear) property line of the subject property.
3. That plans may need to be revised at time of building permit to meet all applicable City of Des Plaines codes. Specifically, the project must follow all requirements

of the Department of Public Works and Engineering, as well as the Metropolitan Water Reclamation District (MWRD), as it relates to floodplain redevelopment.

Moved by Chester, seconded by Brookman, to Approve the Ordinance Z-11-22, AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR A CAR WASH USE AT 513 S DES PLAINES RIVER ROAD, DES PLAINES, ILLINOIS (CASE #22-015-CU).

Upon voice vote, the vote was:

AYES: 6 - Oskerka, Zadrozny, Brookman,
Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 2 - Lysakowski, Moylan

Motion declared carried.

Advanced to second reading by Chester, seconded by Brookman, to Adopt the Ordinance Z-11-22, AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR A CAR WASH USE AT 513 S DES PLAINES RIVER ROAD, DES PLAINES, ILLINOIS (CASE #22-015-CU).

Upon roll call, the vote was:

AYES: 6 - Oskerka, Zadrozny, Brookman,
Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 2 - Lysakowski, Moylan

Motion declared carried.

CONSIDER
APPROVING A
CONDITIONAL USE
PERMIT FOR A
COMMERCIALLY-
ZONED ASSEMBLY
USE AT 1730
ELMHURST RD
Ordinance
Z-12-22

Director of Community and Economic Development Carlisle reviewed a memorandum dated April 27, 2022.

The petitioner, Sargon Mando, is requesting a conditional use for a Commercially Zoned Assembly in the C-3 General Commercial District at 1730 Elmhurst Road. The subject property is an interior lot on the west side of Elmhurst Road in between Oakton Street and the I-90/Elmhurst Road interchange. It currently shares a curb cut off Elmhurst Road with the Assisted Living Facility to the south and west. The existing parking areas directly abut the parking areas for the Assisted Living Facility. The property consists of one parcel totaling 32,638 square feet (0.75 acres) and currently consists of an 8,712-square-foot, one-story commercial building with a basement, paved parking area, and a 308-square-foot shed. The existing one-story commercial building is set back approximately 35 feet off the east property line (front) along Elmhurst Road, 31 feet from the west property line (rear), 22 feet off the north property line (side), and 108 feet off the south property line (side).

The petitioner owns Lamassu Palace Company, which is a banquet facility that hosts a variety of different indoor events such as weddings, bridal showers, baby showers, reunions, family events, corporate events, and galas. The petitioner projects that this site will host events ranging between 50 to 500 guests. The proposed hours of operation are 6 a.m. to 1 a.m. Monday through Thursday, 6 a.m. to 2 a.m. Friday and Saturday, and 10:30 a.m. to 1 a.m. on Sundays. The petitioner is not proposing any changes to the existing building since the building has already been remodeled by the previous owner and includes:

- A main level consisting of a foyer, dumbwaiter system, and two separate banquet hall rooms, each with a bar area; and
- A basement level consisting of a full kitchen with freezers, an office space, restrooms, storage areas, and mechanical areas.

The petitioner does propose additional landscaping on the site around the foundation of the building to soften the transition between the building and the parking area while also providing some screening from surrounding properties. A banquet hall falls underneath a commercially zoned assembly use, as defined in Section 12-13-3 of the Zoning Ordinance, which requires a

conditional use permit in the C-3 district pursuant to Section 12-7-3(K). Banquet halls are required to have one parking space for every 200 square feet of gross floor area. Based on the Floor Plans, 37 parking spaces, including two handicap accessible spaces, are required. The Site Plan indicates that there are 77 parking spaces, including two handicap spaces, which meets this requirement

The PZB recommended (4-0) that the City Council approve the conditional use request as presented without any conditions.

Resident Paul S. expressed his view regarding the aesthetics of the City - greenery is more attractive for commercial properties than signs.

Alderman Smith questioned the number of parking spots for the property; bringing attention to the banquet facility being able to hold up to five hundred people, but only having seventy-seven parking spots. Alderman Smith asked where they are going to park cars if there is a large event, or if the banquet actually hosting five hundred people was hopeful thinking.

Alderman Brookman stated the City Council should have more time to review due to the issue of parking; especially since the petitioner has not submitted a shared parking agreement, and the petitioner not being present at the meeting to answer questions.

Alderman Zadrozny questioned if the previous owner had a shared parking agreement. He also asked if Asbury Court expressed any concern with a shared parking agreement.

City Manager Bartholomew mentioned the questions being asked by the Alderman are more appropriate for the petitioner; since they are not present, it would be appropriate to postpone.

Moved by Ebrahimi, seconded by Chester, to Postpone the Ordinance Z-12-22 to the next City Council Meeting on June 6, 2022, AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR A COMMERCIALY-ZONED ASSEMBLY USE AT 1730 ELMHURST ROAD, DES PLAINES, ILLINOIS (CASE #22-013-CU).

Upon voice vote, the vote was:

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

LEGAL & LICENSING - Alderman Brookman, Chair

CONSIDER
APPROVING A
SEVENTH AMD TO
THE CITY
MANAGER EMPL
AGRMT BETWEEN
THE CITY OF
DES PLAINES &
MICHAEL G.
BARTOLOMEW
Resolution
R-93-22

The City Council considered the seventh amendment to the City Manager’s employment contract; to reflect in section two of the seventh amendment to the City Manager employment agreement approved by this resolution a three percent increase to the base salary.

Moved by Brookman, seconded by Chester, to Approve, as Amended, Resolution R-93-22, A RESOLUTION APPROVING A SEVENTH AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN THE CITY OF DES PLAINES AND MICHAEL G. BARTHOLOMEW.

Upon roll call, the vote was:

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

**OTHER MAYOR/
ALDERMAN
COMMENTS FOR
THE GOOD OF THE
ORDER**

City Manager Bartholomew thanked the City Council and the community for their continued support as we move the City forward.

ADJOURNMENT

Moved by Brookman, seconded by Chester, to adjourn the meeting. The meeting adjourned at 8:44 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: May 25, 2022
To: Michael G. Bartholomew, City Manager
From: John T. Carlisle, AICP, Director of Community and Economic Development
Subject: Metropolitan Square Plaza Redesign: Revised Concept (The Lakota Group)

Update: At the May 2, 2022, City Council meeting, the Council voted to defer the item to June 6. The item is now re-presented for the Council's consideration.

Issue: At the February 7 City Council meeting, consultant The Lakota Group presented options for a redesign of the Metropolitan Square plaza area, drawing from scenarios presented to the Council in 2016. The Mayor and Council provided feedback, which the consultant documented in the meeting. They have also received subsequent feedback from the Mayor, Council, and public, compiled by staff. They now return to present a revised concept.

Analysis: Based on input received on and since February 7, The Lakota Group is submitting a revised Metropolitan Square plaza concept for the Council's consideration. The revised concept, with plan views, renderings, and cost estimates is attached. The key components are summarized here:

- The "eyebrow" traffic lane and parking spaces, which border various storefronts, are removed.
- A turf lawn is shown in the center of the plaza, contemplated for multiple purposes such as seating and viewing for performances.
- A performance and gathering pavilion structure is oriented toward the lawn. On the rear of the structure is a decorative wall with a sign to serve as a gateway to the plaza. *Note: Two options are presented for this design, one with an open back and columns and the other with a solid back.*
- Tables and seats are interspersed to accommodate outdoor eating, with clusters near the storefronts.
- Additional plantings and man-made shade elements are proposed.
- An interactive water feature and play area (mounds for children to climb on) are shown.
- The reconfiguration of parking from angle (45-degree) to parallel (0-degree) in the block of Metropolitan Way between Miner and the alley is retained, with widened sidewalks and street trees. *(There was mixed opinion about this from the Council at the February 7 meeting, but it is nonetheless included for consideration at this time.)*

Presentation: The Lakota Group will present to explain the revised design and answer questions.

City Council Action: Staff is seeking direction and consensus from the Council as to whether the concept, as presented by Lakota or with specific modifications, should be implemented. If so, the next phase of implementation would likely require Council approval of funding to produce engineering-level drawings.

Attachments

Attachment 1: Revised Deliverable: Metropolitan Square Redesign Concept with Cost Estimates



METROPOLITAN SQUARE

CONTEXT MAP

DES PLAINES, ILLINOIS

Attachment 1

SCALE: NTS
NORTH
MAY 2, 2022

THE
LAKOTA
GROUP.

Page 3 of 9



METROPOLITAN SQUARE

OVERALL PLAN

DES PLAINES, ILLINOIS

Attachment 1

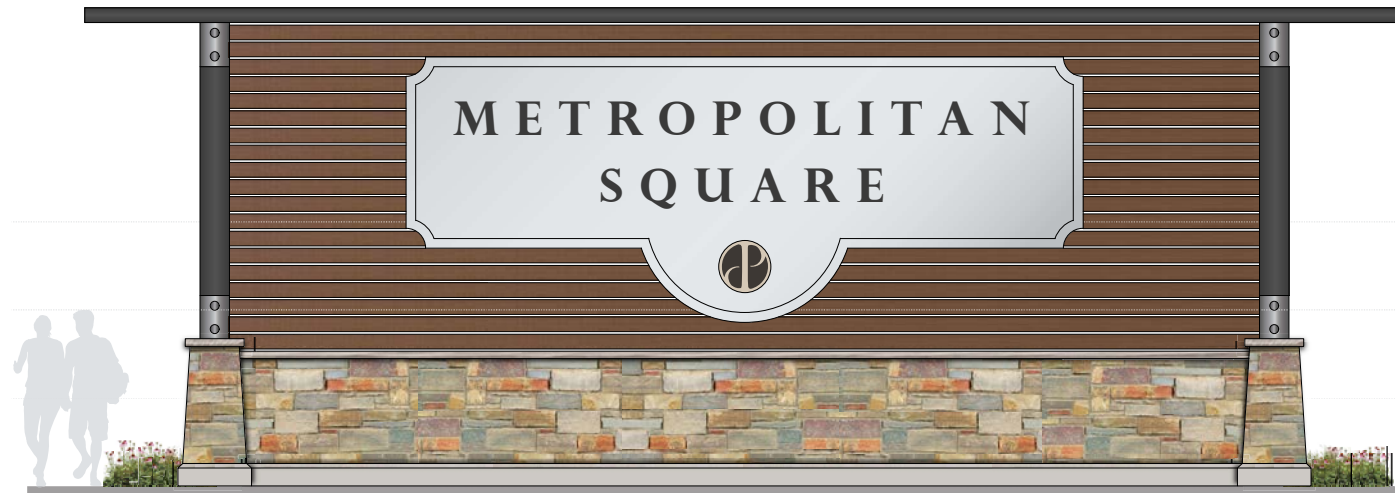
SCALE: 1"=80'
0 40' 80' 160' NORTH

MAY 2, 2022

THE LAKOTA GROUP.

LEGEND

- A SYNTHETIC TURF LAWN**
• 85'x40' synthetic ice rink delineated in white
- B WALL WITH SIGN**
- C PAVILION OR PERGOLA**
• Relocated band stand delineated in white
- D CURBED PLANTING AREAS**
- E INTERACTIVE WATER FEATURE**
- F COLORFUL SHADE ELEMENT**
- G OVERHEAD FESTIVAL LIGHTING**
- H REMOVABLE BOLLARDS**
- I SEATWALL OR TIERED SEATING**
- J ROUND SEATING ELEMENTS**
- K SPECIAL PAVING**
- L MOUNDED PLAY AREA**
- M MOVABLE PLANTERS**



FEATURE STRUCTURE WITH SEMI-TRANSPARENT WALL AND SIGN



VILLAGE CHRISTMAS TREE LOCATION



METROPOLITAN SQUARE

METROPOLITAN SQUARE CONCEPT PLAN - WALL SIGN OPTION 1

DES PLAINES, ILLINOIS

Attachment 1

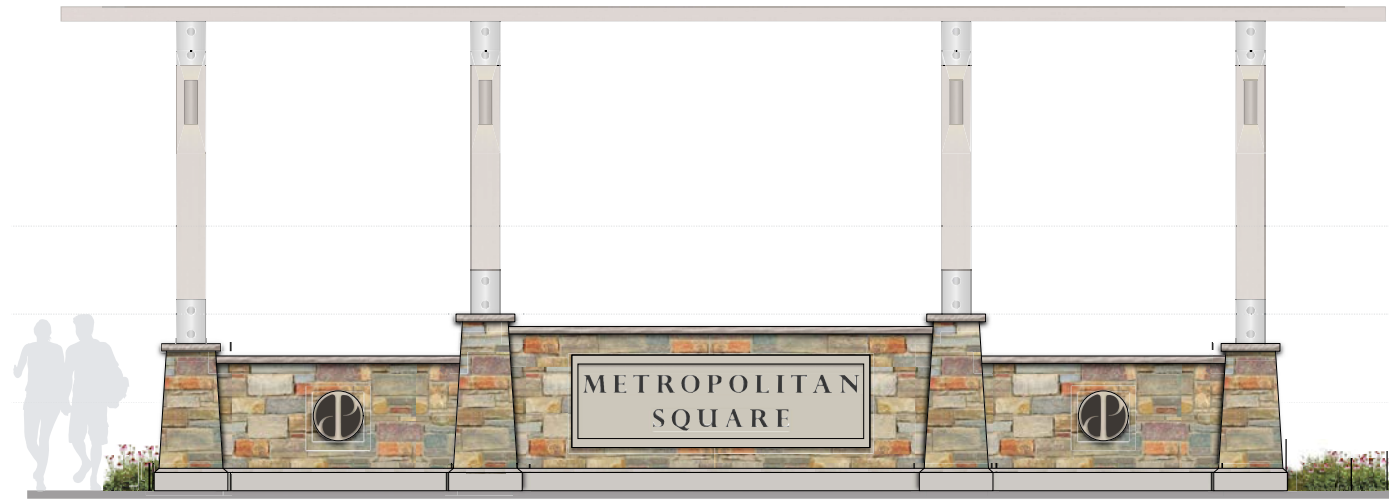
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MAY 2, 2022

THE LAKOTA GROUP.

LEGEND

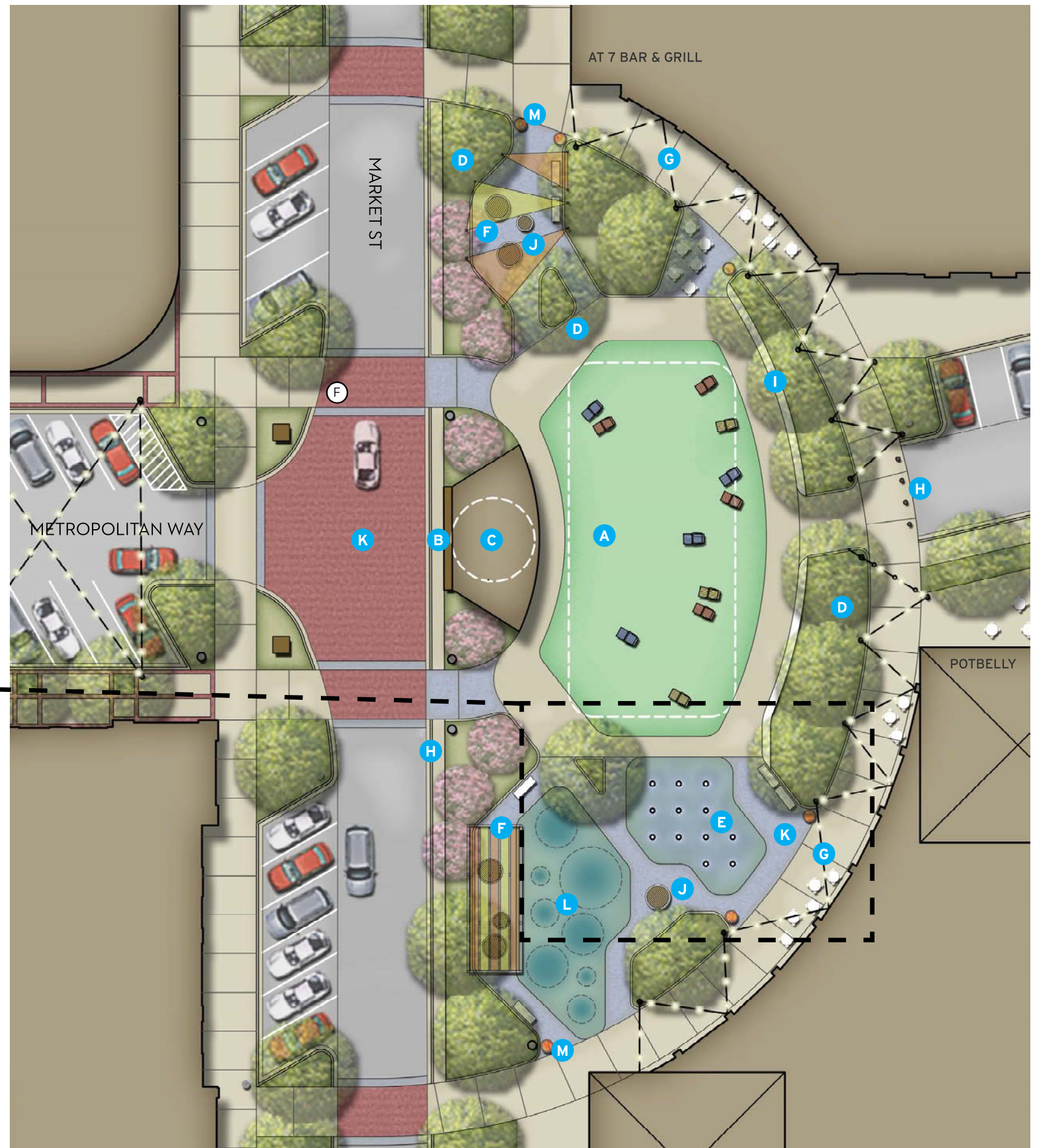
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- H REMOVABLE BOLLARDS**
- I SEATWALL OR TIERED SEATING**
- J ROUND SEATING ELEMENTS**
- K SPECIAL PAVING**
- L MOUNDED PLAY AREA**
- M MOVABLE PLANTERS**



FEATURE WALL AND COLUMNS WITH OVERHEAD STRUCTURE



VILLAGE CHRISTMAS TREE LOCATION



METROPOLITAN SQUARE

METROPOLITAN SQUARE CONCEPT PLAN - WALL SIGN OPTION 2

DES PLAINES, ILLINOIS

Attachment 1

SCALE: 1"=50'
0 25' 50' 100' NORTH

MAY 2, 2022

THE LAKOTA GROUP.



MASONRY TO MATCH ADJACENT STREETSCAPE



CAST IN PLACE CONCRETE SEAT WALLS



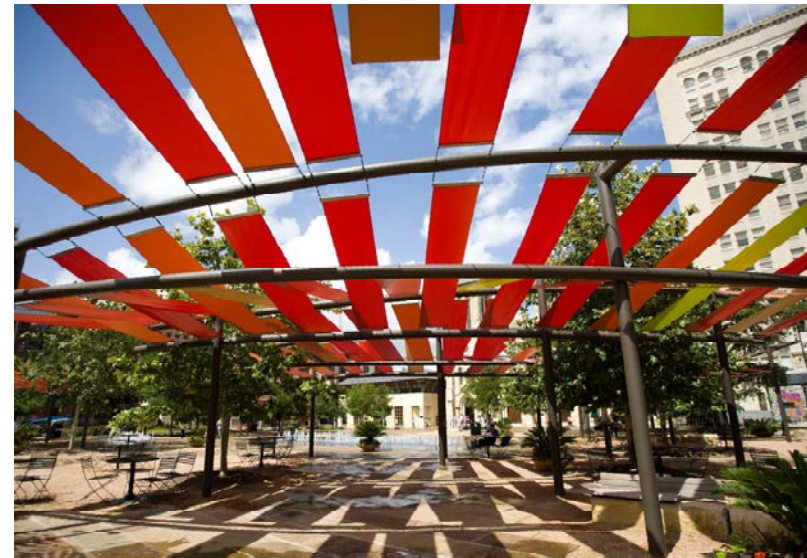
INTERACTIVE WATER FEATURE



MOVABLE PLANTERS



SHADE STRUCTURE ON RAISED PLATFORM



SHADE SAILS ON WIRE TENSION SYSTEM



OVERHEAD FESTIVAL LIGHTING



REMOVABLE BOLLARDS



CAFE TABLES



SYNTHETIC TURF WITH SEATING ELEMENTS



ROUND SEATING ELEMENTS



BENCHES



SCULPTURAL CHILDREN'S PLAY AREA

METROPOLITAN SQUARE

METROPOLITAN SQUARE CHARACTER IMAGES

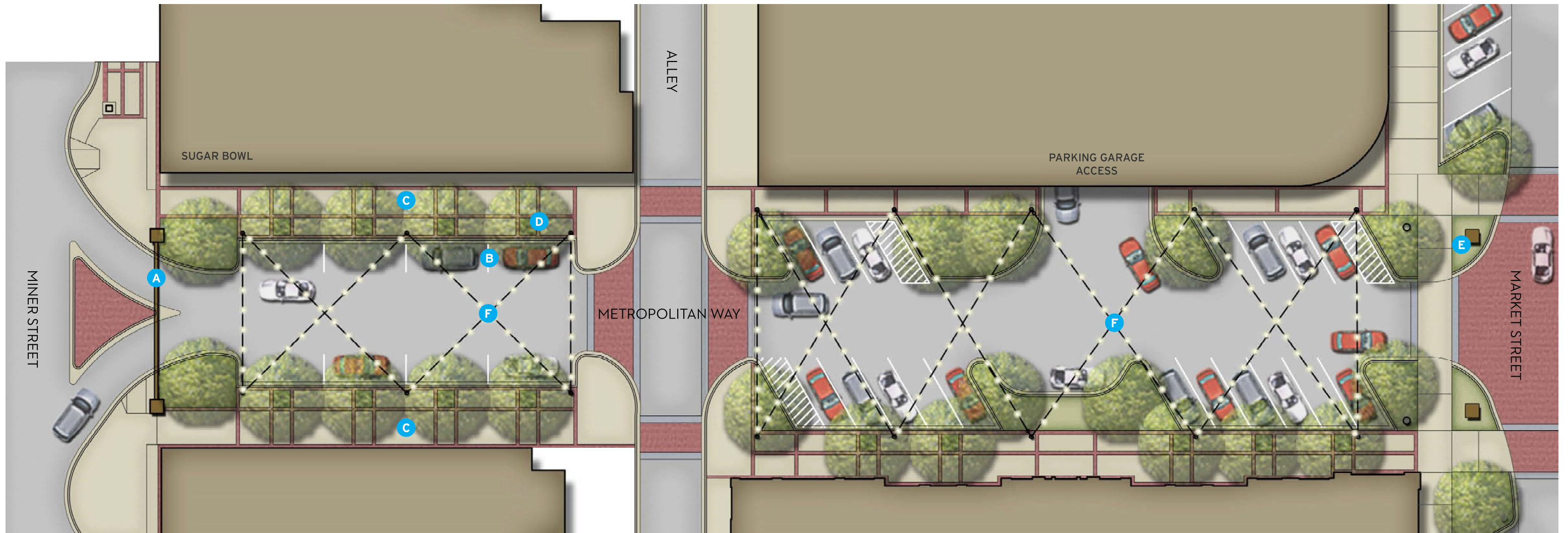
DES PLAINES, ILLINOIS

Attachment 1

MAY 2, 2022

**THE
LAKOTA
GROUP.**

Page 7 of 9



- LEGEND**
- A** EXISTING ARCH & SIGNAGE
 - B** RECONFIGURED PARKING SPACES
 - C** WIDENED SIDEWALKS WITH CAFE TABLES
 - D** TREES IN GRATES
 - E** MASONRY PIER/VERTICAL ELEMENT
 - F** CATENARY LIGHTS



WIDENED SIDEWALK WITH OUTDOOR DINING AND TREES IN GRATES



MASONRY PIER/VERTICAL ELEMENT WITH LIGHTING



CATENARY LIGHTS

METROPOLITAN SQUARE

METROPOLITAN WAY CONCEPT PLAN

DES PLAINES, ILLINOIS

Attachment 1

SCALE: 1"=50'
0 25' 50' 100' NORTH

MAY 2, 2022

THE LAKOTA GROUP.

Potential Costs

Metropolitan Square Concepts

TOTAL	\$4,700,000 - \$4,900,000
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Metropolitan Way

TOTAL	\$1,550,000 - \$1,950,000
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FINANCE DEPARTMENT

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

MEMORANDUM

Date: May 24, 2022
To: Michael G. Bartholomew, City Manager
From: Dorothy Wisniewski, Assistant City Manager/Director of Finance
Subject: Resolution R-109-22, June 6, 2022 Warrant Register

Recommendation: I recommend that the City Council approve the June 6, 2022 Warrant Register Resolution R-109-22.

Warrant Register.....\$4,446,843.13

Estimated General Fund Balance
Balance as of 03/31/2022: \$31,411,433
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-109-22

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.

June 6, 2022

City of Des Plaines

Warrant Register 06/06/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fund: 100 - General Fund						
Department: 00 - Non Departmental						
1	4630	Resident Ambulance Fees	7863 Meridian Health Plan of Illinois Inc	DPIL-210008355:1	Medical Reimbursement 03/04/2021	1,954.88
2	4631	Nonresident Ambulance Fees	8627 Sunshine State Health Medicare	DPIL-2138819:1	Medical Reimbursement DOS 09/22/2021	136.00
Total 00 - Non Departmental					2,090.88	

Elected Office						
Division: 110 - Legislative						
3	6000	Professional Services	8452 Anderson Legislative Consulting LTD	05-2022	Lobbyist Services - May 2022 - R-130-21	5,420.00
4	6000	Professional Services	8453 Raucci & Sullivan Strategies LLC	3703	Lobbyist Services - April 2022 - R-131-21	5,000.00
Total 110 - Legislative					10,420.00	

City Clerk						
Division: 120 - City Clerk						
5	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8001539493	Shredding Services 04/08-04/29/2022	74.37
6	6300	R&M Software	8214 GovQA LLC	2022-2023	Freedom of Information Act Software 06/01/2022-05/31/2023	6,410.00
7	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 051022	Water Delivered 04/28/2022	2.00
Total 120 - City Clerk					6,486.37	

Total 10 - Elected Office					16,906.37
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City Administration						
Division: 210 - City Manager						
8	6009	Legal Fees - Admin Hearings/Prosecutions	1735 Cohen Law Firm PC	04-22	Administrative Hearings - April 7, 19, 21, 2022	900.00
9	6009	Legal Fees - Admin Hearings/Prosecutions	1073 Bartel, Raymond	22-09	Traffic Court and Administrative Hearings 4/27-05/12/2022	1,472.50
10	6010	Legal Fees - Labor & Employment	1127 Clark Baird Smith LLP	15296	Legal Fees - April 2022	2,988.75
11	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 051022	Water Delivered 04/28/2022	93.39
Total 210 - City Manager					5,454.64	

Information Technology						
Division: 230 - Information Technology						
12	6000	Professional Services	5934 Tyler Technologies Inc	025-300461	Incode Court-Forms Training 06/11/2020	500.00
13	6000	Professional Services	5934 Tyler Technologies Inc	025-306207	Courts & Justice Court Client Data Review Wk Training 08/07/2020	500.00
14	6000	Professional Services	5934 Tyler Technologies Inc	025-326044	Incode Court-Laserfiche Interface 02/26/2021	500.00
15	6000	Professional Services	5934 Tyler Technologies Inc	025-326816	Incode Court-Laserfiche 03/01/2021	500.00
16	6000	Professional Services	5934 Tyler Technologies Inc	025-328131	Incode Court-Laserfiche Interface 03/19/2021	187.50
17	6300	R&M Software	1370 Microsystems Inc	085700	Annual Maint-Bluelake (Laser Fiche Import) 05/15/2022-05/14/2023	209.50

City of Des Plaines

Warrant Register 06/06/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
18	6300	R&M Software	5051 HelpSystems LLC	V0000185204	Renewal Maint AutoMate Desktop-Single License 6/1/22-5/31/23	1,282.99
19	6305	R&M Equipment	5934 Tyler Technologies Inc	025-336026	Epson Thermal Receipt Ptr & Signature Pad Maint 7/16/21-7/15/22	283.00
20	6305	R&M Equipment	8399 Park Place Technologies LLC	PUSA10090059076	Server Maintenance Contract 6/1/22-6/30/22	64.00
21	7005	Printer Supplies	1820 Datasource Ink	22525	4 Toner Cartridges	1,185.00
22	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 051022	Water Delivered 04/28/2022	55.92
23	7320	Equipment < \$5,000	1026 CDW LLC	W662709	Cables - TRIPP 6 FT CAT 6, TRIPP 15 FT CAT 6, TRIPP 10 FT CAT 6	223.54
24	7320	Equipment < \$5,000	1026 CDW LLC	W742945	Cables - XRIPP 35 FT CAT 6 CAT5E, TRIPP 20FT CAT 6	55.94
Total 230 - Information Technology					5,547.39	

Division: 240 - Media Services						
25	6108	Public Relations & Communications	1050 Journal & Topics Newspapers	187798	Full Page Ad in Journal & Topics Special Section 4/27/22	2,118.75
26	6110	Printing Services	2016 Signarama	42891	Mounting of 2 Posters on Foam 05/02/2022 for Council Meeting	82.00
27	6110	Printing Services	1233 Press Tech Inc	49396	1 Box of Business Cards 05/10/2022	25.00
28	7000	Office Supplies	1644 Warehouse Direct Inc	5225605-0	Bulletin Board for New Office Space	33.61
29	7200	Other Supplies	2016 Signarama	42909	Name Plate & Name Tag for Media Services Director 05/06/2022	70.95
Total 240 - Media Services					2,330.31	

Division: 250 - Human Resources						
30	5340	Pre-Employment Testing	1267 Northwest Community Hospital	27072	2 Pre-Employment Tests 4/4 - 4/18/2022	270.00
31	5340	Pre-Employment Testing	8533 Justifacts Credential Verification	348981	9 Pre-Employment Background Screenings 3/21 - 4/16/2022	776.47
32	5345	Post-Employment Testing	7857 Language Testing International Inc	L56942-IN	1 Language Test Polish, 1 Employee 4/27/22	124.00
33	6100	Publication of Notices	1485 ILCMA - IL City/County Management Assoc	3602	Job Posting - Building Inspector 5/10 - 5/27/2022	50.00
34	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8001539493	Shredding Services 04/08-04/29/2022	74.37
35	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 051022	Water Delivered 04/28/2022	74.90
Total 250 - Human Resources					1,369.74	

Division: 260 - Health & Human Services						
36	6550	Subsidy - Senior Citizen Cab Service	3344 Taxi One of Des Plaines Inc	0000052	Taxi Cab Voucher Program- September 2021 M-12-11	81.00
37	6550	Subsidy - Senior Citizen Cab Service	7919 Des Plaines GoGo Taxi	106	Taxi Cab Voucher Program- March-April 2022 M-12-11	66.00
Total 260 - Health & Human Services					147.00	

Total 20 - City Administration					14,849.08
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City of Des Plaines

Warrant Register 06/06/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Department: 30 - Finance						
38	6000	Professional Services	1101 Capital Gains Inc	2645	Investment Management Services 2nd Quarter 2022	2,002.00
39	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8001539493	Shredding Services 04/08-04/29/2022	74.37
40	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 051022	Water Delivered 04/28/2022	143.35
Total 30 - Finance					2,219.72	

Community Development						
Division: 410 - Building & Code Enforcement						
41	6025	Administrative Services	7961 BridgePay Network Solutions LLC	9911	Utility Web & Business License Transaction Fee for April 2022	0.80
42	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 051022	Water Delivered 04/28/2022	105.88
Total 410 - Building & Code Enforcement					106.68	

Total 40 - Community Development					106.68
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Public Works & Engineering						
Division: 100 - Administration						
43	6300	R&M Software	6055 Axiom Human Resource Solutions Inc	0000044762	Kronos User Fee - April 2022	170.50
Total 100 - Administration					170.50	

Division: 520 - Geographic Information Systems						
44	6195	Miscellaneous Contractual Services	1060 Municipal GIS Partners Inc	6067	R-26-22 Geographic Information System Support 04/01-04/30/2022	17,853.83
Total 520 - Geographic Information Systems					17,853.83	

Division: 530 - Street Maintenance						
45	6115	Licensing/Titles	4761 Hampe, Daniel	Reimb 05/03/2022	CDL License - Arborist - Exp 06/22/2026	30.00
46	6135	Rentals	1484 Thompson Rental Station Inc	597006-3	Rental 2 Wheelbarrows - PW Service Project - 04/28/2022	31.97
47	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	17598	Emergency Tree Removal - 840 Madelyn - 04/22/2022	1,814.86
48	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	17608	27 Parkway Tree Stump Removals/Restorations - 04/25/2022	3,916.35
49	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	18659	943 Parkway Trees Trimmed - 05/02/2022, R-168-19	46,774.67
50	6195	Miscellaneous Contractual Services	6738 Maul Paving Inc	2022-1812	Crack Seal, Sealcoating, Striping - Fire Station #61 -05/17/2022	3,006.00
51	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	221786	RPZ Certifications - Downtown Irrigation - 04/20/2022	1,400.00
52	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	221844	TIF 1 Landscape Maintenance - April 2022	2,403.33
53	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	221850	Mulching - Northwest Hwy Landscape Beds - 04/30/2022, R-27-21	9,600.00
54	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	221851	Mowing - City Owned Greenspace 1-9 04/30/2022, R-27-21	3,899.65

City of Des Plaines

Warrant Register 06/06/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
55	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	221852	Spring Planter Bowls - 04/30/2022	8,588.00
56	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	221853	TIF Area Fertilizer/Weed Control 04/30/2022	147.00
57	6195	Miscellaneous Contractual Services	7706 Lakeshore Recycling Systems LLC	PS447842	Street Sweeping - Central Rd Bike Lanes - 04/20/2022	300.00
58	6195	Miscellaneous Contractual Services	7706 Lakeshore Recycling Systems LLC	PS453428	Street Sweeping - Bike Lane Central Rd - 05/06/2022	300.00
59	6325	R&M Street Lights	1044 H&H Electric Co	38958	Streetlight Repair - Oakton St - 03/23/2022, R-29-22	2,010.67
60	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	4022680	Cut Off Disc, Folding Knife, Socket Adapter - PW 5118	63.82
61	7030	Supplies - Tools & Hardware	1550 Addison Building Material Co	969370	Wheelbarrow - Forestry Department	98.99
62	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	97664	2 Push Brooms	39.98
63	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	98457	Screw Eyes & Spring Clamp	15.98
64	7035	Supplies - Equipment R&M	1018 Anderson Lock Company LTD	1091953	3 Standard Keys Cut - Message Board	14.19
65	7050	Supplies - Streetscape	2438 Flag Lady Corp The	27157	50 Poles for Street Light American Flags	1,134.59
66	7050	Supplies - Streetscape	2016 Signarama	42798	Fall & Holiday Streetlight Banners - 03/18/2022	19,979.75
67	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10429307	8.0 Cu Yds Bulk Mulch - 04/27/2022	396.00
68	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10429309	8 Hydrangea & Straw Blanket - PW - 04/27/2022	332.95
69	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10429407	1,300 Lbs Stone Outcropping - PW - 04/27/2022	78.00
70	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10430652	2.0 Cu Yds Top Soil - 05/04/2022	64.00
71	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10433954	3.0 Cu Yds Top Soil - Parkway Restorations - 05/17/2022	96.00
72	7055	Supplies - Street R&M	8244 Des Plaines Ace Hardware	2029	Marking Paint - Tree Planting	57.52
73	7055	Supplies - Street R&M	8547 Healy Asphalt Company LLC	30562	2.30 Tons Asphalt - Potholes - 03/01/2022	331.20
74	7055	Supplies - Street R&M	8547 Healy Asphalt Company LLC	30580	2.72 Tons Asphalt - Potholes - 03/03/2022	391.68
75	7055	Supplies - Street R&M	8547 Healy Asphalt Company LLC	30591	2.04 Tons Asphalt - Potholes - 03/04/2022	293.76
76	7055	Supplies - Street R&M	8547 Healy Asphalt Company LLC	30616	2.17 Tons Asphalt - Potholes - 03/10/2022	312.48
77	7055	Supplies - Street R&M	8547 Healy Asphalt Company LLC	30705	1.99 Tons Asphalt - Potholes - 03/31/2022	286.56
78	7055	Supplies - Street R&M	2016 Signarama	42910	5 QR Code Decals	42.50
79	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	92597	5.09 Tons Asphalt - Pothole Patching - 04/12/2022	315.58
80	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	92638	3.03 Tons Asphalt - Pothole Patching - 04/13/2022	187.86
81	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	92672	3.05 Tons Asphalt - Potholes - 04/14/2022	189.10
82	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	93187	2.02 Tons Asphalt - Pothole Patching - 04/25/2022	125.24

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
83	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	93289	2.53 Tons Asphalt - Potholes - 04/26/2022	156.86
84	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	93372	2.07 Tons Asphalt - Potholes - 4/27/2022	128.34
85	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	93465	2.57 Tons Asphalt - Potholes - 04/28/2022	159.34
86	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	93550	2.51 Tons Asphalt - Potholes - 04/29/2022	155.62
87	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	93750	2.58 Tons Asphalt - Potholes - 05/05/2022	159.96
88	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	94389	5.67 Tons Asphalt - Potholes - 05/12/2022	351.54
89	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	94507	4.63 Tons Asphalt - Potholes - 05/13/2022	287.06
90	7055	Supplies - Street R&M	1057 Menard Incorporated	98311	Lag Screws	35.84
91	7055	Supplies - Street R&M	1057 Menard Incorporated	98467	Concrete Cold Patch - River & Rand SWC	33.98
Total 530 - Street Maintenance					110,538.77	

Division: 535 - Facilities & Grounds Maintenance						
92	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	05-3354	Exterior Pest Control - City Hall & Police Station - 05/01/2022	80.00
93	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	05-3355	Interior Pest Control - City Hall & Police Station - 05/01/2022	193.00
94	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4117785067	Mat Service - Metra Train Station - 04/27/2022	35.55
95	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4118466949	Mat Service - Metra Train Station - 05/04/2022	35.55
96	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4118467032	Mat Service - Police Station - 05/04/2022	128.85
97	6315	R&M Buildings & Structures	5982 Mr Duct Inc	00075853	Duct Cleaning - Food Pantry - 04/27/2022	885.00
98	6315	R&M Buildings & Structures	8471 Dura Bilt Fence Company II Inc	13680	Fence Repairs - PW - 05/05/2022	5,750.00
99	6315	R&M Buildings & Structures	7350 JLJ Contracting Inc	142690	Wall Infill at Theatre 10/22/2021	2,000.00
100	6315	R&M Buildings & Structures	7350 JLJ Contracting Inc	142692	Foundation Wall Infill at Theatre 11/01/2021	1,995.00
101	6315	R&M Buildings & Structures	7717 Oak Brook Mechanical Services Inc	29903	HVAC Preventative Maintenance - 1486 Miner - 05/02/2022	840.00
102	6315	R&M Buildings & Structures	7717 Oak Brook Mechanical Services Inc	29904	HVAC Preventative Maintenance - Theater - 05/02/2022	2,449.00
103	6315	R&M Buildings & Structures	2027 American National Skyline Inc	316371	Window Washing Services - Civic Deck - 04/13/2022	233.38
104	6315	R&M Buildings & Structures	2027 American National Skyline Inc	316492	Window Washing Services - Metra Train Station - 04/19/2022	244.54
105	6315	R&M Buildings & Structures	3326 A-1 Roofing Co	34540	Roof Repairs - 600 E Algonquin Rd - 05/08/2022	821.00
106	6315	R&M Buildings & Structures	3326 A-1 Roofing Co	34542	Roof Repairs - Fire Station #61 - 05/09/2022	1,008.00
107	6315	R&M Buildings & Structures	5214 State Industrial Products	902439009	Drain Maintenance Program - City Hall - 05/08/2022	112.55

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
108	7000	Office Supplies	1644 Warehouse Direct Inc	5226696-0	Copy Paper & Note Pads - PW	115.82
109	7000	Office Supplies	1644 Warehouse Direct Inc	5234261-0	Thermal Pouches & Pocket Files - PW	60.01
110	7025	Supplies - Custodial	1029 Cintas Corporation	4117785124	Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	151.64
111	7025	Supplies - Custodial	1029 Cintas Corporation	4118467030	Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	268.18
112	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	97438	Wire Strippers	16.87
113	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	98198	3 Screw Kits	24.27
114	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1091366	Push Bar & Plate - City Hall Council Chambers	333.17
115	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1091733	10 Keys Cut - Metra Train Station Coffee Shop	57.75
116	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1092153	Cylinder, Cylinder Levers, Knob, & Keys - EMA Door	393.04
117	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1092312	Entry Lever, Knob, Cylinder Change, Plate - PW	219.92
118	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	1714	Surge Protector - City Hall Finance	26.09
119	7045	Supplies - Building R&M	2028 Northwest Electrical Supply	17535811	Circuit Breaker - EMA Door System	22.50
120	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	1800	2 Rolls Mounting Tape - City Hall	21.58
121	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	1900	C Batteries - City Hall	12.59
122	7045	Supplies - Building R&M	1527 Sherwin-Williams Company, The	1944-3	25 Gals Paint - City Hall	195.90
123	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	1946	Fasteners - PW	28.40
124	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	1947	Fasteners - City Hall	27.55
125	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	2015	2 Outlets - City Hall	7.18
126	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	2036	Conduit Straps - EMA Building	8.99
127	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	2088	Fasteners - EMA Garage	2.00
128	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	3390785	Caulk, Caulk Gun, Roofing Tar - Police Station Roof	246.06
129	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4021233	Cords, Electric Connectors, Paxton Boxes for City Hall	99.43
130	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4021259	1 Gal Paint - City Hall	27.98
131	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	5021109	Rubber Flex - Fire Station #61	11.48
132	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	5084477	Trowels, Rubber Flex, Wet Patch - Fire Station #61	56.17
133	7045	Supplies - Building R&M	1662 Johnstone Supply	5137454	Diffuser T-Bar - PW Server Room	72.50
134	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	5350512	Electric Connectors, Power Cords, Paxton Boxes - City Hall	21.95
135	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	9020546	Silicon, Rivets, Drill Bits - City Hall Council Chambers	28.19

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
136	7045	Supplies - Building R&M	1057 Menard Incorporated	95805	Surge Protector and Mounting Supplies City Hall	79.99
137	7045	Supplies - Building R&M	1057 Menard Incorporated	95823	Hinge and Rollers Fire Station 61	21.98
138	7045	Supplies - Building R&M	1057 Menard Incorporated	96098	Painters Plastic PD	32.00
139	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	9620624	Photo Cells - PW Building Lights	39.96
140	7045	Supplies - Building R&M	1057 Menard Incorporated	96317	Plumbing Supplies for PW	326.95
141	7045	Supplies - Building R&M	1057 Menard Incorporated	96321	Concrete Repair Materials for Fire Station 62	50.55
142	7045	Supplies - Building R&M	1057 Menard Incorporated	96329	Conduit and Beam Clamps City Hall	99.15
143	7045	Supplies - Building R&M	1057 Menard Incorporated	97369	Supplies to Hang Pictures on the 5th Floor City Hall	53.44
144	7045	Supplies - Building R&M	1057 Menard Incorporated	97408	Picture Hangers & Light Bulbs - City Hall	76.82
145	7045	Supplies - Building R&M	1057 Menard Incorporated	97420	Light Bulbs - Library Deck	26.98
146	7045	Supplies - Building R&M	1057 Menard Incorporated	97653A	Lights & Light Switch - Fire Station #61	69.93
147	7045	Supplies - Building R&M	1057 Menard Incorporated	97660	Corner Brace, Picture Hanging Kit, Electrical Box - EMA Garage	23.58
148	7045	Supplies - Building R&M	1057 Menard Incorporated	97825	Seal Spray & Caulk - City Hall	91.42
149	7045	Supplies - Building R&M	1057 Menard Incorporated	98047	12 Stoppers & Screws - City Hall	15.36
150	7045	Supplies - Building R&M	1057 Menard Incorporated	98051	4 Toilet Plungers - Police Station	21.96
151	7045	Supplies - Building R&M	1057 Menard Incorporated	98110	Hardware and Drill Bits to Hang Welding Shelves - PW	62.47
152	7045	Supplies - Building R&M	1057 Menard Incorporated	98133	White Electric Chase for New Crew Leader Office/PW	24.00
153	7045	Supplies - Building R&M	1057 Menard Incorporated	98296	Battery & Instant Patch Cement - Fire Station #62	51.89
154	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	P95652	Door Controller - City Hall	2,048.70
155	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	P95887	10 Door Access Controllers - City Hall	3,344.00
156	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	P96033	2 Door Strike Kits - City Hall EMA	302.18
157	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	Q00174	Door System Parts - EMA Garage	84.50
158	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	Q00310	24 Door System Mullion Readers	2,151.08
159	7200	Other Supplies	1057 Menard Incorporated	97820	10 Cases Bottled Water - City Hall	28.00
160	7320	Equipment < \$5,000	1047 Home Depot Credit Svcs	8041250	Air Purifier - PW	356.95
161	8010	Furniture & Fixtures	4177 Uline Inc	147631777	2 Desks & 5 File Cabinets - PW Crew Leaders Office	1,980.98
162	8010	Furniture & Fixtures	4177 Uline Inc	147678089	2 Desks - PW Crew Leaders Office	895.87

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
163	8010	Furniture & Fixtures	4177 Uline Inc	148472045	5 Office Chairs & 2 Work Stools	1,862.16
Total 535 - Facilities & Grounds Maintenance					33,591.48	

Division: 540 - Vehicle Maintenance						
164	6040	Waste Hauling & Debris Removal	2214 Liberty Tire Recycling	2276767	65 Tires Recycled - 05/09/2022	245.59
165	6135	Rentals	1029 Cintas Corporation	4117764851	Mechanic's Uniform Rental - 04/27/2022	190.88
166	6135	Rentals	1029 Cintas Corporation	4118468818	Mechanic's Uniform Rental - 05/04/2022	190.88
167	6305	R&M Equipment	1539 Rex Radiator Sales & Distribution	B137581	Oil Cooler Repair - PW 5022	295.00
168	6310	R&M Vehicles	1278 Dave & Jim's Auto Body Inc	22279	Front End Alignment - PW 5076 - 04/26/2022	65.00
169	6310	R&M Vehicles	1675 Universal Hydraulic Services & Sales Inc	45220	Rebuild Bore Cylinder - PW Stock - 4/28/2022	485.00
170	6310	R&M Vehicles	6598 Cummins Inc	F2-41710	Replaced Differential Pressure Sensor - Fire 7703 - 05/05/2022	1,047.28
171	7035	Supplies - Equipment R&M	3518 O'Reilly Auto Parts	2479-114498	Trailer Breakaway & Connector - Fire 6509	93.98
172	7035	Supplies - Equipment R&M	1071 Pomp's Tire Service Inc	280133213	4 Trailer Tires - Police 6509	407.80
173	7035	Supplies - Equipment R&M	1575 Pirtek O'Hare	OH-T00016807	Steel Elbow Fitting & Brass Coupler - PW 5PW3	95.14
174	7035	Supplies - Equipment R&M	1520 Russo Power Equipment	SPI11049678	Carburetor - PW 5132	70.99
175	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_248807	Oil Cap & Chain - PW 5045	14.28
176	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_255349	Brass Fittings & Gaskets - PW 5079	85.30
177	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_255887	Push Lock Plug & Brass Fitting - PW 5080	59.26
178	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_256237	Elbow, Reducer, Clamps, & Hood Latches - PW 5080	101.38
179	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_256920	Brass Fittings & Hoses - PW 5079 & PW 5080	87.97
180	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_256923	Gladhand Service - PW 5079 & PW 5080	22.92
181	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_256931	4 Solenoids - Fire 7703 & Fire Stock	460.13
182	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0273067	Brake Rotors & Pads - Fire 7400 & Police 6099	420.47
183	7040	Supplies - Vehicle R&M	4330 City Limits Systems Incorporated	11782	Prowash Truck Soap - Stock	567.55
184	7040	Supplies - Vehicle R&M	8244 Des Plaines Ace Hardware	2037	Eye Bolts & Snap Springs - Fire 7522	52.06
185	7040	Supplies - Vehicle R&M	1354 MPC Communications & Lighting Inc	22-1139	Emergency Lighting - Fire Stock	931.00
186	7040	Supplies - Vehicle R&M	1345 Lindco Equipment Sales Inc	220687P	30 Cutting Edges - Stock	2,491.00
187	7040	Supplies - Vehicle R&M	1345 Lindco Equipment Sales Inc	220690P	3 Cutting Edges - Stock	173.40
188	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-115443	Universal Horn - PW 5116	22.39

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
189	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3027508473	Air Tanks, Air Tank Cables, Muffler Clamp, & Nuts	1,367.62
190	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3027518239	Air Tank Cables - PW 5079	66.80
191	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3027543442	Air Tank Brackets, Exhaust Shields, & Clamp - PW 5079 & PW 5080	2,153.00
192	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3027592997	Clamp Band Returned - PW 5079	(130.00)
193	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3027597853	DOC Straps - PW 5079 & PW 5080	310.00
194	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3027601815	2 Heat Shields - PW 5079 & 5080	100.80
195	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	526173P	Shield, Screws, Nuts, & Pins - Police 6099	113.66
196	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	526509P	A/C Line & Nut - Police 6071	102.44
197	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	526572P	Deflector Shield - Police 6099	80.78
198	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	824055	Belt & Tensioner - Police 6087	90.13
199	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	825198	Tire Valve - PW 5076	10.57
200	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	825273	Antifreeze - Stock	191.16
201	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	825289	Core Deposits Returned - PW 5076	(140.74)
202	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	825684	Brake Caliper & Core Deposit - PW 5076	136.07
203	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	825727	2 Wheel Bearing & Hub Assemblies - Fire 7402	503.48
204	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	826071	Battery Maintainer Charger - PW 5085	35.99
205	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	826088	Warranty Credit & Core Deposit - PW 5076	(136.07)
206	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	826099	Sway Bar Link - Fire 7403	32.62
207	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	826118	11 Battery Maintenance Chargers - PW Stock	395.89
208	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	826349	Roof Marker Lights - PW 5080	55.94
209	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	826422	Air Filter - PW 5085	31.68
210	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	9863118	Stainless Steel Hardware - Fire Stock	189.23
211	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	9873090	Nuts, Washers, Convuluted Tubing, Drill Bits - PW Stock	294.04
212	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	9873267	Grease Fittings, Fuses, Cable Ties, Fittings - PW Stock	453.84
213	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	CM517426P	Returned Nut & Bolt - Police 5099	(57.60)
214	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	CM519212P	Returned Switch - PW 5043	(40.80)
215	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	CM519777P	Returned Door Cable - PW 5114	(23.04)

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
216	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	CM524756P	Returned Shield - Police 6099	(69.34)
217	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	CM526173P	Returned Shield - Police 6099	(62.46)
218	7040	Supplies - Vehicle R&M	1575 Pirtek O'Hare	OH-T00016807	Steel Elbow Fitting & Brass Coupler - PW 5PW3	58.13
219	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P15924	Torsion Bar - Fire 7801	2,003.74
220	7040	Supplies - Vehicle R&M	4328 Batteries Plus Bulbs (#490)	P50985700	6 Batteries - Fire 7703, 7607, & Stock	652.20
221	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101070223:01	4 Air Fittings - Fire 7703	63.16
222	7120	Gasoline	8331 Avalon Petroleum Company Inc	468375	5,003 Gals Unleaded Gas - 05/04/2022	15,945.66
223	7120	Gasoline	8331 Avalon Petroleum Company Inc	576999	5,000 Gals Unleaded Gas - 04/18/2022	12,957.43
224	7120	Gasoline	7349 Wex Inc	80655354	Fuel Purchases - 04/31/2022	704.69
225	7130	Diesel	8331 Avalon Petroleum Company Inc	027339	2,001 Gals Diesel Fuel - 04/18/2022	7,159.80
226	7130	Diesel	8331 Avalon Petroleum Company Inc	027373	2,006 Gals Bio Diesel Fuel - 05/04/2022	7,615.10
227	7130	Diesel	7349 Wex Inc	80655354	Fuel Purchases - 04/31/2022	876.74
Total 540 - Vehicle Maintenance					62,768.99	

Total 50 - Public Works & Engineering	224,923.57
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Police Department						
Division: 610 - Uniformed Patrol						
228	5325	Training	1261 Northeast Multiregional Training	303266	Physical Surveillance for LE 4/15-4/16/2022 (1 Ofc)	150.00
229	5325	Training	1261 Northeast Multiregional Training	303343	Street Crimes Program 4/19-4/21/2022 (1 Ofc)	325.00
230	5325	Training	4611 Lake County, College of	5898-1	Basic Evidence Technician Course 6/6-6/17/2022 (1 Ofc)	1,465.00
231	5325	Training	3792 Illinois, University of	UPI10905	Taser Certification 3/14/2022 (4 Ofc)	175.00
232	7300	Uniforms	1244 Ray O'Herron Company Inc	2192073	Rain Coats for New Officers (2)	307.94
233	7300	Uniforms	1164 Uniform Den East Inc	79968	Ballistic Vest Alteration for New Sergeant	65.00
Total 610 - Uniformed Patrol					2,487.94	

Division: 620 - Criminal Investigation						
234	6110	Printing Services	2016 Signarama	42867	Office Name Plates for 2 Detectives 4/20/2022	52.95
235	6195	Miscellaneous Contractual Services	1517 Trans Union LLC	04248838	Investigations Database 3/26-4/25/2022	953.61
236	6195	Miscellaneous Contractual Services	1572 LexisNexis Risk Solutions	1037713-20220430	Investigations Database 4/1-4/30/2022	257.40
237	6195	Miscellaneous Contractual Services	8097 Cellebrite Inc	INVUS238626	Investigations Phone Forensic Service 02/06/2022-02/05/2023	4,300.00
Total 620 - Criminal Investigation					5,563.96	

Division: 630 - Support Services						
238	5310	Membership Dues	1261 Northeast Multiregional Training	302182	Annual Membership Fee 7/1/2022-7/1/2023 - Police Dept	9,120.00

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
239	6000	Professional Services	5975 Aero Removals Trisons Inc	21693-ACR Removal and Transport of 1 Deceased April 2022	400.00
240	6110	Printing Services	1580 Mighty Mites Awards Inc	16595 Appreciation Plaque- Tactical Response Team 04/25/2022	88.00
241	6110	Printing Services	1233 Press Tech Inc	49284 1 Box of Business Cards 4/28/2022	25.00
242	6110	Printing Services	1233 Press Tech Inc	49306 1 Box of Business Cards 4/28/2022	25.00
243	6110	Printing Services	1233 Press Tech Inc	49349 1 Box of Business Cards 4/29/2022	25.00
244	6185	Animal Control	1266 Northwest Animal Hospital PC	00450940A Stray Animal Services for March 2022	838.62
245	6195	Miscellaneous Contractual Services	8566 Andy Frain Services Inc	319664 2022 Crossing Guard Services 4/1-4/30/2022	34,034.11
246	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8001539493 Shredding Services 04/08-04/29/2022	371.93
247	6310	R&M Vehicles	8555 Speedy Shine Car Wash	01 2 Car Washes Feb 2022	12.00
248	6310	R&M Vehicles	8555 Speedy Shine Car Wash	02 8 Car Washes March 2022	32.00
249	6310	R&M Vehicles	1045 Havey Communications	11528 Idle Ignition Override Squad 96 and 97-Installed 04/27/2022	538.00
250	6345	R&M Police Range	3882 Best Technology Systems Inc	BTL-22016-4 2022 Service Agreement for Range Cleaning and Maintenance April	659.00
251	7010	Supplies - Community Relations	4095 Promos 911 Inc	10031 Child Size Photo Prop	154.05
252	7010	Supplies - Community Relations	4095 Promos 911 Inc	10074 20K Badge Stickers 05/12/2022	708.66
253	7015	Supplies - Police Range	1288 Eagle Point Gun/TJ Morris & Son	142548 10 Cases of 9MM Ammunition	2,170.00
254	7200	Other Supplies	8244 Des Plaines Ace Hardware	1883 4 Standard Cut Keys	12.20
255	7200	Other Supplies	8244 Des Plaines Ace Hardware	2024 Standard Key and 3 Fasteners	4.76
Total 630 - Support Services					49,218.33

Total 60 - Police Department	57,270.23
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Fire Department					
Division: 100 - Administration					
256	5310	Membership Dues	1751 MABAS Mutual Aid Box Alarm System Division 1	22-004 2022 Annual Division 1 Dues - Prorated	3,863.00
Total 100 - Administration					3,863.00

Division: 710 - Emergency Services					
257	5345	Post-Employment Testing	1267 Northwest Community Hospital	27134 5 Fire Annual Physicals 4/15 - 4/25/2022	1,887.00
258	6035	Dispatch Services	5973 Emergency Twenty Four Inc	49127 Elevator Alarm Dispatch - April 2022	2,146.00
259	6195	Miscellaneous Contractual Services	1580 Mighty Mites Awards Inc	16684 Engraving Retirement Badge 05/10/2022 - Lieutenant	37.00
260	6195	Miscellaneous Contractual Services	7779 FNX Coyote LLC	20220512B Maltese Cross Plaque Engraving 5/12/22-Lieutenant	70.00
261	6305	R&M Equipment	2054 Breathing Air Systems	INV-IL55-405 Repair & Part Installation to SCBA Air Compressor - 04/26/22	266.05

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
262	6310	R&M Vehicles	8602 Legacy Fire Apparatus	INV-16681	On-Going Vehicle Maintenance - Engine 61-1/21-1/26/22	12,569.11
263	6315	R&M Buildings & Structures	1660 Safety-Kleen Systems Inc	88674480	Parts Washer Solvent - Station 61 - Service 04/18/22	180.41
264	7000	Office Supplies	1644 Warehouse Direct Inc	5228433-0	3 Bx's AA & AAA Batteries, 2 Bx's 9V Batteries	79.61
265	7025	Supplies - Custodial	8019 Ferguson Facilities	0443160	2 Cs's Sponges, 8 Cs's Towels, 2 Bx's White Rags, Etc.	2,427.98
266	7025	Supplies - Custodial	8019 Ferguson Facilities	0443160-1	4 Bx's Bounce Fabric Softener	67.80
267	7200	Other Supplies	2843 Vision Marketing Passport System Ltd	1942	132 Nametags, 12 Colored Nametags, 6 Custom Tags-Station Wide	271.45
268	7200	Other Supplies	1644 Warehouse Direct Inc	5220886-0	Flash Drive, 2 Bx's Wipes	61.87
269	7200	Other Supplies	3297 Bound Tree Medical LLC	84511515	2 Oxygen Bags, 8 Pairs of Gloves LG/XL	2,391.18
270	7320	Equipment < \$5,000	1080 Air One Equipment Inc	180860	6 Black Helmets, 10 LED Flashlights	2,350.00
271	8000	Computer Software	8334 ImageTrend Inc.	135128	1-Time Lic Fee & Prorated Annual Fees-Rec Mgmt-4/1/22-12/31/22	14,360.00
272	8000	Computer Software	8334 ImageTrend Inc.	135248	Agency Level Validation/Set-Up Annual/1-Time Fee 4/25/22-4/24/23	2,000.00
273	8000	Computer Software	8623 Northwest Central 9-1-1 System	1383	Proportionate Share of ImageTrend Annual Maint. 04/1/22-03/31/23	5,639.37
Total 710 - Emergency Services					46,804.83	

Division: 720 - Fire Prevention						
274	5310	Membership Dues	2036 Fire Investigators Strike Force	May 5, 2022	Membership Dues 06/01/22-05/31/23	75.00
275	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 051022	Water Delivered 04/28/2022	47.92
Total 720 - Fire Prevention					122.92	

Division: 730 - Emergency Management Agency						
276	6015	Communication Services	1936 DTN LLC	6130814	2022 Weather and Billing Support for EMA - 06/08/22-07/07/22	401.00
Total 730 - Emergency Management Agency					401.00	

Total 70 - Fire Department					51,191.75
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Department: 90 - Overhead						
277	6015	Communication Services	8536 Peerless Network Inc	520001	Communications Services 05/15-06/14/2022	35,160.26
278	6030	AMB Fee Processing Services	3640 Andres Medical Billing Ltd	254849	Collections for Services April 2022 - Ambulance Fees	10,332.15
Total 90 - Overhead					45,492.41	

Total 100 - General Fund					415,050.69
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Fund: 230 - Motor Fuel Tax Fund						
279	6000	Professional Services	7355 Soil & Material Consultants Inc	47564	Professional Services-Engr Svcs-2021 CIP & Concrete Imp 04/08/22	116.00
Total 230 - Motor Fuel Tax Fund					116.00	

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 250 - Grant Projects Fund					
Program: 2520 - Capital Grants					
280	6000	Professional Services	1123 Christopher B Burke Engineering LTD	174319 R-157-21 Engineering Svcs for Area #4 Flood Imp Proj 03/27-04/30/22	7,983.00
281	6000	Professional Services	1123 Christopher B Burke Engineering LTD	174320 R-184-21 Task Order 7 Professional Engineering Svcs 3/27-4/30/22	17,815.00
282	6000	Professional Services	1123 Christopher B Burke Engineering LTD	6 R-183-21 Eng Svcs Oakton Sidepath 3/27/22-4/30/22	9,877.05
283	6005	Legal Fees	8519 Wolin Law Group LLC	1021-OLN0016 Legal Fees-Lee & Forest TL 1286 Lee St - 01/17/22	60.00
284	6005	Legal Fees	6997 Walker Wilcox Matousek LLP	191438-0L60001 Legal Fees-Ballard Rd Sidepath-2520 Ballard Rd 1/4/22-1/7/22	640.00
285	6005	Legal Fees	6997 Walker Wilcox Matousek LLP	192463-0L60001 Legal Fees-Ballard Rd Sidepath-2520 Ballard Rd 2/21/22-2/23/22	855.00
286	6005	Legal Fees	8169 Burke, Warren, MacKay & Serritella PC	258206-0M70009 Legal Fees-Rand Rd Sidepath-1507 Rand Rd 2/8/22	67.50
287	6005	Legal Fees	1733 Burke Burns & Pinelli Ltd	29550-0LN0006 Legal Fees-Lee & Forest TL 1365 Lee St 01/06/2022	60.00
Total 2520 - Capital Grants					37,357.55

Total 250 - Grant Projects Fund	37,357.55
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Fund: 260 - Asset Seizure Fund					
Program: 2610 - Customs					
288	7200	Other Supplies	1057 Menard Incorporated	97363 Breaching Supplies for TRT	90.26
Total 2610 - Customs					90.26

Program: 2640 - Forfeit					
289	6115	Licensing/Titles	1744 IL Secretary of State	AR63051-2023 Squad # 20 License Plate Renewal (2023)	151.00
290	6195	Miscellaneous Contractual Services	6150 Partners & Paws Veterinary Services LLC	104790 K9 Jager Exam and Medication 4/27/2022	100.18
Total 2640 - Forfeit					251.18

Total 260 - Asset Seizure Fund	341.44
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Fund: 400 - Capital Projects Fund					
291	6000	Professional Services	2436 Haeger Engineering LLC	88978 2022 Topo Survey & Drafting-White/River Rd Alley 4/1-4/21/2022	1,550.00
292	6000	Professional Services	2436 Haeger Engineering LLC	88980 2022 Topo Survey & Drafting-CNNR/Center St. 4/1-4/21/2022	1,650.00
293	6000	Professional Services	2436 Haeger Engineering LLC	88981 2022 Topo Survey & Drafting-Oakwood Ct/Thacker St. 4/1-4/21/2022	1,650.00
294	6000	Professional Services	8492 TranSystems Corporation	INV-0003841485 2022 STP-L Funding Application - Algonquin Rd 4/22/22	3,390.98
Total 400 - Capital Projects Fund					8,240.98

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 420 - IT Replacement Fund					
295	8005	Computer Hardware	1026 CDW LLC	W794796 Computer Hardware Ubiquiti 60 Ghz Airmax Gigabeam Plus	875.00
Total 420 - IT Replacement Fund					875.00

Fund: 430 - Facilities Replacement Fund					
296	6000	Professional Services	3338 Gabriel Environmental Services	0522A0035 Asbestos Testing at Fire Station # 61 04/20/2022	2,045.00
297	6000	Professional Services	7661 FGM Architects Inc	20-2890.01-4 Addition Design - Police Station - 02/26-04/01/2022, R-65-20	51,700.00
298	6000	Professional Services	7661 FGM Architects Inc	22-3322.01-4 Renovation Design - Fire Station #61 - 02/26-04/01/2022, R-197-21	15,008.00
299	6000	Professional Services	7661 FGM Architects Inc	22-3322.01-5 Fire Station 61 Renovation Design; R- 197-21 04/02-04/29/2022	3,752.00
300	6195	Miscellaneous Contractual Services	3338 Gabriel Environmental Services	0322L0068 Phase I AAI Environmental Site Assessment 02/14 & 02/16/2022 - 1460 Miner Street	2,500.00
301	6315	R&M Buildings & Structures	4583 Argon Electric Company, Inc	9562 Cable Terminations City Hall 2nd floor 3/14/22-3/15/22	2,380.00
302	6315	R&M Buildings & Structures	4583 Argon Electric Company, Inc	9563 Wall Jack Installation City Hall 2nd Floor 03/18/2022	2,378.00
303	7045	Supplies - Building R&M	1057 Menard Incorporated	95127 Toggle Bolts/Bushings for 2nd Floor City Hall	8.15
304	7045	Supplies - Building R&M	1057 Menard Incorporated	95990 Caulk/Ball Valve/Etc. 2nd Floor City Hall	54.39
305	7045	Supplies - Building R&M	1057 Menard Incorporated	96042 Door Lever City Hall Second Floor	59.94
306	7045	Supplies - Building R&M	1057 Menard Incorporated	96048 Construction Clean Up Supplies 2nd Floor City Hall	35.65
307	7045	Supplies - Building R&M	1057 Menard Incorporated	96117 Outlet Plates	20.60
Total 430 - Facilities Replacement Fund					79,941.73

Fund: 500 - Water/Sewer Fund					
Non Departmental					
Division: 550 - Water Systems					
308	6040	Waste Hauling & Debris Removal	1328 John Neri Construction Company Inc	05/02/2022 Materials & Spoils Disposal - 04/11- 04/15/2022, R-175-20	9,034.00
309	6040	Waste Hauling & Debris Removal	7691 Builders Asphalt LLC	93026 4.0 Lds Broken Concrete Dump - 04/30/2022	904.94
310	6115	Licensing/Titles	4320 Jackson, Antonio	Reimb 05/03/2022 CDL License - Water Plant Operator - Exp 06/13/2026	30.00
311	6180	Water Sample Testing	1642 Suburban Laboratories, Inc	202002 IEPA Testing - 03/11-04/28/2022	3,421.84
312	6195	Miscellaneous Contractual Services	6026 TNT Landscape Construction Inc	2119 Parkway Repairs - 05/06/2022, R-204- 21	2,133.60
313	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	220253 Field Test - 05/05/2022	361.06
314	6195	Miscellaneous Contractual Services	4022 M E Simpson Co Inc	38639 Hydrant Flow Testing - 379 & 405 River Rd - 04/27/2022	365.00
315	7020	Supplies - Safety	4093 White Cap LP	50018595450 Locating Lathe Stakes & Safety Sun Glasses	14.58
316	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	6543806 4 Extension Cords & Kneeling Pad	110.64

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
317	7035	Supplies - Equipment R&M	8244 Des Plaines Ace Hardware	2069 Trailer Connectors - PW 9047 & PW 9042	56.67
318	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	825685 Hydraulic Hose & Fittings - PW 2009	542.98
319	7035	Supplies - Equipment R&M	1575 Pirtek O'Hare	OH-T00017108 Hydraulic Hoses & Hose Cleaning - PW 9009	327.14
320	7035	Supplies - Equipment R&M	7649 Altorfer Industries Inc	P6AC0031628 3 Coolant Inhibitors - PW 9000	23.22
321	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_254825 Slack Adjusters & Snap Rings - PW 9031	454.32
322	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	825539 5 Oil & Air Filters - PW 9031	73.20
323	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	9872682 Penetrating Grease - PW Stock	145.67
324	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4453107 Battery, Flashing, Gutter Screw, Etc.- Water Treatment Facilities	85.08
325	7045	Supplies - Building R&M	1057 Menard Incorporated	97421 2 Undersill Trim, Roof Cement, & Nails - Howard Water Tower	14.14
326	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10430735 3.0 Cu Yd Top Soil - 05/04/2022	96.00
327	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10431878 3.0 Cu Yds Top Soil - 05/10/2022	96.00
328	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10432131 40 Rolls Sod & Pallet - Parkway Repair - 05/11/2022	153.00
329	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10432708 3.0 Cu Yds & 25 Lbs Grass Seed - 05/13/2022	183.00
330	7070	Supplies - Water System Maintenance	1328 John Neri Construction Company Inc	05/02/2022 Materials & Spoils Disposal - 04/11-04/15/2022, R-175-20	10,976.91
331	7070	Supplies - Water System Maintenance	1703 ProSafety Inc	2/886530 Locating Paint, Flags, & Gloves	942.60
332	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	256920-000 2022 Fire Hydrant Purchase - R-28-22	7,328.00
333	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	257142-000 2022 Fire Hydrant Purchase - R-28-22	65,952.00
334	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	257523-000 3/4 Brass Plug	6.21
335	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	257540 10" Hymax Couplings	1,060.96
336	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	257608-000 3 Brass Caps	168.00
337	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	257634-000 Hydrant Repair Kit	390.96
338	7070	Supplies - Water System Maintenance	4093 White Cap LP	50018595450 Locating Lathe Stakes & Safety Sun Glasses	104.00
339	7070	Supplies - Water System Maintenance	1072 Prairie Material	890465774 8.0 Cu Yds Concrete - Driveway Repair - 04/29/2022	1,034.00
340	7070	Supplies - Water System Maintenance	1072 Prairie Material	890483771 1.5 Cu Yds Concrete - Repairs - 05/12/2022	187.88
341	7070	Supplies - Water System Maintenance	1072 Prairie Material	890488175 1.0 Cu Yds Concrete - Repairs - 05/12/2022	325.25
342	7070	Supplies - Water System Maintenance	6992 Core & Main LP	Q415924 Couplings & Fittings	795.65
343	7070	Supplies - Water System Maintenance	6992 Core & Main LP	Q475417 Returned Fittings	(632.00)

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
344	7105	Wholesale Water - NWWC	2901 Northwest Water Commission	05062022	Wholesale Water Purchase - April 2022 - 05/06/2022, R-183-14	323,494.40
345	7120	Gasoline	8331 Avalon Petroleum Company Inc	468375	5,003 Gals Unleaded Gas - 05/04/2022	2,013.21
346	7120	Gasoline	8331 Avalon Petroleum Company Inc	576999	5,000 Gals Unleaded Gas - 04/18/2022	961.25
347	7130	Diesel	8331 Avalon Petroleum Company Inc	027339	2,001 Gals Diesel Fuel - 04/18/2022	1,082.35
348	7130	Diesel	8331 Avalon Petroleum Company Inc	027373	2,006 Gals Bio Diesel Fuel - 05/04/2022	572.92
349	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	53526	Chlorine Cylinder Rental - 11/02/2021-04/28/2022	232.50
350	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	53527	Chlorine Tank Rental - 11/02/2021-04/28/2022	201.50
351	7550	Miscellaneous Expenses	1076 Sam's Club Direct	8627	Snacks - Safety Seminar	40.98
Total 550 - Water Systems					435,865.61	

Division: 560 - Sewer Systems						
Line #	Account	Vendor	Invoice	Invoice Description	Amount	
352	6015	Communication Services	8536 Peerless Network Inc	520001	Communications Services 05/15-06/14/2022	198.23
353	6195	Miscellaneous Contractual Services	1328 John Neri Construction Company Inc	040622	Emergency Sewer Repair-2410 S Des Plaines River Rd - 04/06/2022	13,333.65
354	6195	Miscellaneous Contractual Services	1328 John Neri Construction Company Inc	040722	Curb Restoration - 2410 S. Des Plaines River Rd - 04/08/2022	2,447.37
355	6195	Miscellaneous Contractual Services	1559 Continental Weather Svc	194405	Weather Forecasting - May 2022	150.00
356	6305	R&M Equipment	4989 Illini Power Products	SWO034153-3	Performed a Load Bank on a Generator - PW 8043 - 04/27/2022	706.27
357	7035	Supplies - Equipment R&M	1202 Standard Equipment Co	P34621	2 Hose Assemblies - Jetter Trucks	507.04
358	7035	Supplies - Equipment R&M	1202 Standard Equipment Co	P34696	Aquadriill Nozzle Rebuild Kit	155.00
359	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3027590054	Returned Turbo Pipe - PW 8021	(335.00)
360	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	9872682	Penetrating Grease - PW Stock	145.67
361	7075	Supplies - Sewer System Maintenance	1437 Des Plaines Material & Supply LLC	474093	T-Cone Plug - 1331 E. Golf	18.72
362	7075	Supplies - Sewer System Maintenance	1437 Des Plaines Material & Supply LLC	475253	Mission Bands - Graceland	16.19
363	7075	Supplies - Sewer System Maintenance	5214 State Industrial Products	902444758	Grease Blocks	600.88
364	7075	Supplies - Sewer System Maintenance	1057 Menard Incorporated	96700	Riser, Flange, Bits, Star Drive, Etc. - Sewer	102.90
365	7075	Supplies - Sewer System Maintenance	1378 Flow-Technics Inc	INV000009465A	Emergency Replacement Pump - Levee 50 - 05/03/2022	6,150.00
366	7075	Supplies - Sewer System Maintenance	1378 Flow-Technics Inc	INV000009465B	Pump Freight	301.48
367	7075	Supplies - Sewer System Maintenance	1564 EJ Equipment Inc	P36613	Cleaning Equipment - Sewers	500.96
368	7075	Supplies - Sewer System Maintenance	1347 Lurvey Landscape Supply	T1-10433465	2.0 Cu Yds Top Soil - Sewer Restorations - 05/16/2022	64.00

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
369	7075	Supplies - Sewer System Maintenance	1347 Lurvey Landscape Supply	T1-10433558 2.0 Cu Yds Top Soil & 25 Lbs Grass Seed - Sewer - 05/16/2022	151.00
370	7120	Gasoline	8331 Avalon Petroleum Company Inc	468375 5,003 Gals Unleaded Gas - 05/04/2022	1,087.55
371	7120	Gasoline	8331 Avalon Petroleum Company Inc	576999 5,000 Gals Unleaded Gas - 04/18/2022	4,531.32
372	7130	Diesel	8331 Avalon Petroleum Company Inc	027339 2,001 Gals Diesel Fuel - 04/18/2022	622.28
373	7130	Diesel	8331 Avalon Petroleum Company Inc	027373 2,006 Gals Bio Diesel Fuel - 05/04/2022	1,204.07
Total 560 - Sewer Systems					32,659.58

Division: 580 - CIP - Water/Sewer						
374	6000	Professional Services	2506 Trotter & Associates Inc	19935	TO#13 Cons Phase Svcs - Maple - 04/01-04/30/2022, R-145-21	1,434.00
375	6000	Professional Services	2506 Trotter & Associates Inc	19936	TO#16 Water Tower Emer Power Improve - 04/01-04/30/2022, R-16-20	49.50
376	6000	Professional Services	2506 Trotter & Associates Inc	19937	TO#19 Cons Phase Svcs Water Sys Sep - 04/01-04/30/2022, R-48-22	4,449.00
377	6000	Professional Services	2506 Trotter & Associates Inc	19938	TO#20 - NWC Emerg Sup Prelim Invest - 04/01-04/30/2022, R-16-20	6,003.75
378	6000	Professional Services	1647 RJN Group Inc	35460704	2021 MWRD Annual Report - TO#7 - 04/04-04/21/2022, R-18-20	895.00
379	6000	Professional Services	8074 Thomas Group Solutions LLC	DP TO9 (2022)	TO#9 Water Loss Mitigation Services - 03/01-04/30/2022, R-9-20	19,500.00
380	8100	Improvements	7797 LAI Ltd	21-18602-2	Potable Water Valve - Maple St PS - 05/16/2022, R-125-21	41,660.00
Total 580 - CIP - Water/Sewer					73,991.25	

Total 00 - Non Departmental	542,516.44
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Department: 30 - Finance						
381	6025	Administrative Services	7615 Sebis Direct Inc	37972	Utility Bill Rendering Services for Drop Date 04/15/2022	1,078.58
382	6025	Administrative Services	7961 BridgePay Network Solutions LLC	9911	Utility Web & Business License Transaction Fee for April 2022	244.30
Total 30 - Finance					1,322.88	

Total 500 - Water/Sewer Fund	543,839.32
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Fund: 510 - City Owned Parking Fund						
383	6000	Professional Services	2785 Walker Parking Consultants/Engineers Inc	310091322001	TO#3 Deck Maintenance - Civic Deck - 04/01-04/28/2022, R-15-21	5,000.00
384	6015	Communication Services	8536 Peerless Network Inc	520001	Communications Services 05/15-06/14/2022	353.58
385	6015	Communication Services	8536 Peerless Network Inc	520001	Communications Services 05/15-06/14/2022	1,284.50
386	6320	R&M Parking Lots	6738 Maul Paving Inc	2022-1811	Sealcoat, Crack Seal, Line Striping - Library Deck - 05/17/2022	8,018.00
387	6320	R&M Parking Lots	2350 Anderson Elevator Co	INV-56402-C4X4	Elevator Repairs - Library Parking Deck - 04/22/2022	2,850.00

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
388	6320	R&M Parking Lots	2350 Anderson Elevator Co	INV-56703-F1M7	Monthly Elevator Inspections - City Hall - May 2022	1,400.00
389	7060	Supplies - Parking Lots	1057 Menard Incorporated	97365	Light Bulbs for Library Parking Deck	17.99
390	7060	Supplies - Parking Lots	1057 Menard Incorporated	97371	1/2" Electric Box for the Library Deck	4.38
391	7060	Supplies - Parking Lots	1057 Menard Incorporated	98117	Light Bulbs for Metro Parking Deck	16.98
392	7060	Supplies - Parking Lots	1057 Menard Incorporated	98131	Bulbs for Metro Parking Deck	19.98
Total 510 - City Owned Parking Fund					18,965.41	

Fund: 600 - Risk Management Fund						
393	5345	Post-Employment Testing	1267 Northwest Community Hospital	27199	Post-Employment Testing (Immunizations) 4/18/2022	1,764.00
394	5540	MICA Premium	1061 Municipal Insurance Cooperative Agency	2022-2023	MICA Renewal Premium 2022-2023 R-66-97	1,785,534.00
395	5550	Excess Insurance	1110 Arthur J Gallagher Risk Management Services Inc	4260227A	Public Official Bond Renewal-Asst City Mgr/Dir 5/10/22-4/30/25	832.00
396	5550	Excess Insurance	1110 Arthur J Gallagher Risk Management Services Inc	4260285	Public Officials Position Bond Renewal (6) 4/30/2022 - 4/29/2023	300.00
397	6000	Professional Services	8580 Ready Rebound LLC	2228	Consulting-Orthopedic Patient Navigator Contract May 2022	905.74
Total 600 - Risk Management Fund					1,789,335.74	

Fund: 610 - Health Benefits Fund						
398	6195	Miscellaneous Contractual Services	8374 Wex Health Incorporated	0001521240-IN	Commuter, FSA, and COBRA Monthly Admin Fees April 2022	700.00
Total 610 - Health Benefits Fund					700.00	

Fund: 700 - Escrow Fund						
399	2221	Taste of Des Plaines	7222 Belliveau, Steve	05/11/22	Community Stage Entertainment for Taste of Des Plaines 06/18/22	345.00
400	2221	Taste of Des Plaines	7114 Screaming Galaxy LLC	050922	Community Stage Entertainment for Taste of Des Plaines 06/18/22	450.00
401	2221	Taste of Des Plaines	6798 Lion Fencing	05102022	Ticket Booths for Taste of Des Plaines 06/17-06/18/2022	1,050.00
402	2221	Taste of Des Plaines	6094 Barefoot Hawaiian, The	061822D-A	Community Stage Entertainment for Taste of Des Plaines 06/18/22	322.50
403	2221	Taste of Des Plaines	7329 Prime Time Promotions	1002	Car Racing Game for Taste of Des Plaines June 17-18, 2022	3,200.00
404	2221	Taste of Des Plaines	6046 American Mobile Staging Inc	10390	Balance Due for Stage Rental Taste of Des Plaines 06/17-06/18/22	1,895.00
405	2221	Taste of Des Plaines	6096 Harris Ice Company Inc	110000208	Ice for Taste of Des Plaines 06/17-06/18/2022	820.00
406	2221	Taste of Des Plaines	6230 Galeno, James	1496	Community Stage Entertainment for Taste of Des Plaines 06/17/22	425.00
407	2221	Taste of Des Plaines	8625 Happy Balloon, The	2140	Balloon Decor for Taste of Des Plaines Photo Op 06/17-06/18/2022	550.00

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
408	2221	Taste of Des Plaines	6032 Gerard Audio	2245	A/V Light Sys-Main Stage/Sound Tech @ Community Stage 6/17-6/18	3,050.00
409	2221	Taste of Des Plaines	6045 Double D Booking	32390	Entertainment for Taste of Des Plaines 06/17-06/18/2022	9,250.00
410	2221	Taste of Des Plaines	8096 Blythe Martin Productions LLC	66778	Community Stage Entertainment for Taste of Des Plaines 06/17/22	500.00
411	2221	Taste of Des Plaines	6018 A Moon Jump 4-U Incorporated	9192445	Inflatables for Taste of Des Plaines 06/17-06/18/2022	405.25
412	2226	Special Events - July 4th	8426 VIP Valet Services Inc	29532	Parking Lot Management Services for Fireworks 7/1/22	2,210.00
413	2226	Special Events - July 4th	8596 DJ Firm, The	4687	DJ for Fireworks Event 07/01/2022	700.00
Total 700 - Escrow Fund					25,172.75	
Grand Total					2,919,936.61	

City of Des Plaines

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Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund					
City Administration					
Division: 230 - Information Technology					
414	6015	Communication Services	1010 AT&T Mobility	28702533395905 22	Communication Services 04/04-05/03/2022 135.69
Total 230 - Information Technology					135.69
Division: 250 - Human Resources					
415	5560	Unemployment Claims	1048 IDES IL Dept of Employment Security	0800793-Q1-2022	Unemployment Claims Paid 01/01-03/31/2022-Account 0800793 5,294.00
Total 250 - Human Resources					5,294.00
Total 20 - City Administration					5,429.69
Public Works & Engineering					
Division: 535 - Facilities & Grounds Maintenance					
416	7045	Supplies - Building R&M	2480 Just Faucets	200836R	Faucet Pars - Fire Sta #62 - Replaces ACH from 05/02/2022 25.15
Total 535 - Facilities & Grounds Maintenance					25.15
Division: 540 - Vehicle Maintenance					
417	6195	Miscellaneous Contractual Services	8504 Verizon Connect Fleet USA LLC	346000030463	Vehicle Diagnostic System April 2022 1,424.75
418	7120	Gasoline	7349 Wex Inc	79088111	Fuel Purchases for February 2022 798.46
419	7130	Diesel	7349 Wex Inc	79088111	Fuel Purchases for February 2022 1,052.57
Total 540 - Vehicle Maintenance					3,275.78
Total 50 - Public Works & Engineering					3,300.93
Police Department					
Division: 630 - Support Services					
420	6015	Communication Services	1009 AT&T	847R18054604-22	Communications Services 04/28-05/27/2022 63.68
Total 630 - Support Services					63.68
Total 60 - Police Department					63.68
Fire Department					
Division: 720 - Fire Prevention					
421	5325	Training	2036 Fire Investigators Strike Force	06/02/2022	Fire Invest. Law Training-2 Div Chiefs, 1 Insp, 1 Engr 06/02/22 140.00
Total 720 - Fire Prevention					140.00
Total 70 - Fire Department					140.00
Total 100 - General Fund					8,934.30

City of Des Plaines

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Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fund: 250 - Grant Projects Fund						
Program: 2520 - Capital Grants						
422	6005	Legal Fees	1733 Burke Burns & Pinelli Ltd	29346-OLN0006-R Legal Fees-Lee & Forest TL 1387 Lee St 11/02-11/30/2021	63.82	
423	6005	Legal Fees	1733 Burke Burns & Pinelli Ltd	29347-OLN0007-R Legal Fees-Lee & Forest TL 1365 Lee St 11/09-11/30/2021	619.40	
Total 2520 - Capital Grants					683.22	
Total 250 - Grant Projects Fund					683.22	
Fund: 400 - Capital Projects Fund						
424	8100	Improvements	1033 ComEd	Task# 1802108101	Elec Fac Install w/DPPD - 1011 Howard Ave Acct 0352185007	20,391.36
Total 400 - Capital Projects Fund					20,391.36	
Fund: 500 - Water/Sewer Fund						
Division: 560 - Sewer Systems						
425	6195	Miscellaneous Contractual Services	1100 Canadian National	Lease 16400	Flagger Services 1367 E Oakton 05/23-05/24/2022	2,600.00
Total 560 - Sewer Systems					2,600.00	
Total 500 - Water/Sewer Fund					2,600.00	
Fund: 600 - Risk Management Fund						
426	5570	Self Insured P&L Expense	8624 Santucci, Angelo	CJK965	Reimbursement for Tire Repair from Pothole on Oakton St 04/19/2022	292.09
Total 600 - Risk Management Fund					292.09	
Grand Total					32,900.97	

City of Des Plaines

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JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fund: 100 - General Fund						
Elected Office						
Division: 110 - Legislative						
427	7310	Publications	1050 Journal & Topics Newspapers	PC - 34402	April 2022 Online Newspaper Subscription - Mayor's Office	5.99
Total 110 - Legislative					5.99	

Total 10 - Elected Office	5.99
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City Administration						
Division: 210 - City Manager						
428	5310	Membership Dues	1413 ICMA Intl City/County Management Association	PC - 34474	Membership Renewal for City Manager from 7/1/22-6/30/23	1,400.00
429	6195	Miscellaneous Contractual Services	8153 Zoom Video Communications Inc	PC - 34475	Zoom Video Conferencing Subscription 4/26/22-5/25/22	14.99
Total 210 - City Manager					1,414.99	

Division: 230 - Information Technology						
430	6195	Miscellaneous Contractual Services	8153 Zoom Video Communications Inc	PC - 34506	Zoom Webinar Subscription 4/1/2022 - 3/31/2023	149.90
431	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 34508	Monthly Secure Express Renewal 4/5/22 - 5/3/22	7.99
432	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 34514	Dpcitynet/Cityofdesplaines.org/Desplaines 4/11/22 - 5/10/22	14.97
433	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 34515	Monthly Dpcitynet.com Renewal 4/12/22 - 5/11/22	4.99
434	7000	Office Supplies	4348 Amazon.Com	PC - 34510	Clear Packing Tape for IT Department	31.59
435	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34509	Cisco ATA188 Analog Terminal Adapter for City Use	105.49
436	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34512	15 Foot Coax Cable, Outdoor Antenna, Lightning Arrestor for PW	1,626.63
437	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34513	Cisco Handset Receiver for City Use	64.95
438	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34517	15 Foot Coax Cables for Public Works	428.98
439	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34518	3 Foot Coax Cables for Public Works	288.32
440	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34520	Ergotron Dual Monitor Arm for Media	365.99
441	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34521	Star Tech Open frame Server Racks for Public Works	430.22
Total 230 - Information Technology					3,520.02	

City of Des Plaines

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JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Division: 240 - Media Services						
442	5320	Conferences	1532 Des Plaines Chamber of Commerce & Industry	PC - 34407	Registration Fee for Spring Garden Event 4/8/22-Sr Comm Coord	140.00
443	5320	Conferences	1532 Des Plaines Chamber of Commerce & Industry	PC - 34427	April 2022 Chamber of Commerce Prof Dev Event-Comm/Events Coord	10.00
444	6535	Subsidy - Youth Commission	6064 R&M Specialties LTD	PC - 34409	Giveaways for Life Skills Prom Event at Maine West 05/20/2022	200.00
445	6535	Subsidy - Youth Commission	5131 Mug's Pizza and Ribs	PC - 34412	Refreshments for Youth Commission Meeting 4/25/22	79.00
446	7200	Other Supplies	4348 Amazon.Com	PC - 34411	Supplies for Media Edit Office	14.47
447	7550	Miscellaneous Expenses	4444 Misc Vendor for Procurement Card	PC - 34408	Photo Prints for City Manager's Office	130.89
Total 240 - Media Services					574.36	

Division: 250 - Human Resources						
448	5310	Membership Dues	1413 ICMA Intl City/County Management Association	PC - 34449	ICMA Membership Renewal for HR Dir 07/01/2022-06/30/2023	200.00
449	5325	Training	1546 IPELRA	PC - 34455	Webinar Manage FMLA/ADA/Worker Comp - HR Director 6/2/22	99.00
450	5325	Training	4626 National Association of Social Workers - NASW	PC - 34457	NASW Training 6/17/2022 - Social Worker	10.00
451	5325	Training	1485 ILCMA - IL City/County Management Assoc	PC - 34460	ILCMA Professional Development Hybrid Event 05/04/2022	20.00
452	6100	Publication of Notices	1440 IGFOA IL Government Finance Officers Assoc	PC - 34446	Job Posting: Junior Accounting Specialist 3/30 - 4/22/2022	250.00
453	6100	Publication of Notices	1319 IL Municipal League	PC - 34450	Job Posting: Maintenance Operator 4/15 - 5/6/2022	35.00
454	6100	Publication of Notices	1319 IL Municipal League	PC - 34451	Job Posting: Water Operator 4/15 - 5/6/2022	35.00
455	6100	Publication of Notices	1563 American Water Works Assoc (AWWA)	PC - 34452	Job Posting: Maintenance Operator 4/15 - 5/6/2022	299.00
456	6100	Publication of Notices	1563 American Water Works Assoc (AWWA)	PC - 34453	Job Posting: Water Operator 4/15 - 5/6/2022	299.00
457	6100	Publication of Notices	1753 American Public Works Association - APWA	PC - 34454	2 Member Job Postings Maint Oper and Water Oper 4/15-5/6/22	750.00
458	6100	Publication of Notices	5760 LinkedIn	PC - 34456	3 Job Postings: Jr Accounting Spec; IT Spec; Dir Media Services 03/22-04/15/2022	520.61
459	6100	Publication of Notices	1440 IGFOA IL Government Finance Officers Assoc	PC - 34458	Job Posting: Accounting Manager 4/18 - 5/9/2022	400.00
460	6100	Publication of Notices	1440 IGFOA IL Government Finance Officers Assoc	PC - 34459	Job Posting: Finance Services Manager 4/21 - 5/12/2022	250.00

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JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
461	6100	Publication of Notices	5760 LinkedIn	PC - 34461	JobAd: Jr Acctg Spec/Accounting Mgr/IT Spec/Mgmt Analyst 4/16-4/22/22	532.09
462	7550	Miscellaneous Expenses	4348 Amazon.Com	PC - 34447	3 Assorted Choc / 3 Assorted Candy Bags for Employee Yeti Mugs	173.31
463	7550	Miscellaneous Expenses	4348 Amazon.Com	PC - 34462	2 Assorted Choc Bags - Employee Yeti Mugs-Employee Appreciation	70.28
464	7550	Miscellaneous Expenses	4348 Amazon.Com	PC - 34463	2 Bulk Candy Bags-Employee Yeti Mugs-Employee Appreciation	69.78
465	7550	Miscellaneous Expenses	6503 Amazing Breads & Cakes LLC	PC - 34464	(5) \$10.00 Gift Cards for Employee Appreciation Gift	50.00
Total 250 - Human Resources					4,063.07	

Division: 260 - Health & Human Services						
466	5325	Training	4418 EBS - Eventbrite	PC - 34448	Maine Township Agency Day 5/6/2022 Registration for Soc Worker	12.24
Total 260 - Health & Human Services					12.24	

Total 20 - City Administration					9,584.68
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Department: 30 - Finance						
467	5310	Membership Dues	1737 GFOA Government Finance Officers Association	PC - 34465	GFOA Membership Renewal 3 Finance Mgrs-03/01/2022-02/28/2023	595.00
468	5310	Membership Dues	7458 Association of Certified Fraud Examiners Inc-ACFE	PC - 34527	Membership for Assistant Finance Director 07/01/2022-06/30/2023	225.00
469	5325	Training	7458 Association of Certified Fraud Examiners Inc-ACFE	PC - 34528	3 Online Fraud Examiner Classes for Assistant Finance Director	439.20
470	7000	Office Supplies	4348 Amazon.Com	PC - 34522	1 Pen/Pencil Holder Cup and 1 Letter Tray	35.12
471	7000	Office Supplies	4348 Amazon.Com	PC - 34523	Returned 1 Desk Pad	(44.05)
472	7000	Office Supplies	4348 Amazon.Com	PC - 34524	1 Desk Pad	42.19
473	7000	Office Supplies	4348 Amazon.Com	PC - 34525	Returned 1 Desk Pad	(42.19)
474	8010	Furniture & Fixtures	5618 Wayfair LLC	PC - 34526	2 Wall Pictures	163.87
Total 30 - Finance					1,414.14	

Community Development						
Division: 410 - Building & Code Enforcement						
475	7300	Uniforms	1538 Lands' End Business Outfitters	PC - 34477	Uniforms for Economic Development Department 2 Shirts w/Logos	98.80
476	7300	Uniforms	1538 Lands' End Business Outfitters	PC - 34479	Partial Shipment Uniforms - Economic Dev - 8 Shirts with Logos	232.01
477	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34480	Building Inspectors- 4 Tape Measures	96.96

City of Des Plaines

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JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
478	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34481	Building Inspectors- 2 Flashlights	153.98
479	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34482	Time and Date Stamp Machine for Building Department	225.00
Total 410 - Building & Code Enforcement					806.75	

Division: 420 - Planning & Zoning						
480	5310	Membership Dues	2489 American Planning Association	PC - 34478	Sr Planner Prof AICP Membership IL Chap Membership 2022-2023	100.00
Total 420 - Planning & Zoning					100.00	

Total 40 - Community Development					906.75
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Public Works & Engineering						
Division: 100 - Administration						
481	5325	Training	4360 Paypal	PC - 34400	APWA Expo-Dir, Asst Dir, Supts, CLs and Maint Oprs 5/18-5/19/22	2,205.00
482	7200	Other Supplies	4348 Amazon.Com	PC - 34424	1 iPhone Case	20.42
Total 100 - Administration					2,225.42	

Division: 510 - Engineering						
483	7200	Other Supplies	4348 Amazon.Com	PC - 34425	2 Laser Levels	1,247.18
Total 510 - Engineering					1,247.18	

Division: 530 - Street Maintenance						
484	5325	Training	4444 Misc Vendor for Procurement Card	PC - 34395	APWA Expo - Crew Leader - 05/18/2022	70.00
485	5325	Training	4444 Misc Vendor for Procurement Card	PC - 34396	APWA Expo - Crew Leaders and Maint Operator - 05/18/2022	200.00
486	7055	Supplies - Street R&M	5500 4imprint Inc	PC - 34426	Arbor Day Giveaways	346.87
487	7550	Miscellaneous Expenses	1076 Sam's Club Direct	PC - 34534	Snacks for Onsite Training	65.76
Total 530 - Street Maintenance					682.63	

Division: 535 - Facilities & Grounds Maintenance						
488	6315	R&M Buildings & Structures	7689 Ambius	PC - 34410	April 2022 Bill for Plant Maintenance	735.17
489	7025	Supplies - Custodial	4348 Amazon.Com	PC - 34445	Floor Mats for PW	474.00
490	7045	Supplies - Building R&M	4444 Misc Vendor for Procurement Card	PC - 34530	Return - Water Valve	(134.69)
491	7045	Supplies - Building R&M	4444 Misc Vendor for Procurement Card	PC - 34532	HVAC Cable	71.46
492	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 34533	CAT 6 Cable for EMA Garage	2,292.00
493	7200	Other Supplies	1076 Sam's Club Direct	PC - 34529	Coffee for City Hall	318.42
494	7200	Other Supplies	1076 Sam's Club Direct	PC - 34531	Conference Room Supplies - Coffee	79.96
Total 535 - Facilities & Grounds Maintenance					3,836.32	

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Division: 540 - Vehicle Maintenance						
495	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 34414	Cargo Netting - FD 7522	55.75
496	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 34415	Cargo Netting - FD 7522	36.18
Total 540 - Vehicle Maintenance					91.93	

Total 50 - Public Works & Engineering	8,083.48
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Police Department						
Division: 610 - Uniformed Patrol						
497	7200	Other Supplies	2509 Lynn Peavey Co	PC - 34403	Disposable ID Evidence Tents	62.58
498	7200	Other Supplies	4177 Uline Inc	PC - 34404	16 Packs of Thermal Transfer Labels	227.64
499	7200	Other Supplies	2508 Doje's Forensic Supplies	PC - 34405	This Appears to be an Erroneous Charge. Dojes will Refund.	143.02
500	7200	Other Supplies	2509 Lynn Peavey Co	PC - 34406	6 Rolls of Evidence Tape	201.36
Total 610 - Uniformed Patrol					634.60	

Division: 620 - Criminal Investigation						
501	5310	Membership Dues	1438 Association of Police Social Workers	PC - 34503	2022 Membership for Social Worker	75.00
502	5325	Training	4444 Misc Vendor for Procurement Card	PC - 34417	Midwest Fraud Investigators Annual Webinar 5/18/2022 (1Det)	95.00
503	5325	Training	4360 Paypal	PC - 34418	Sexual Deviant Killer Class 10/14/2022 (2 Det)	359.00
504	5325	Training	4444 Misc Vendor for Procurement Card	PC - 34420	Arson Investigation Class Online (1 Det)	250.00
505	7000	Office Supplies	4348 Amazon.Com	PC - 34440	10 Pack DVD-R	35.98
506	7200	Other Supplies	4348 Amazon.Com	PC - 34441	Fingerprint System Retabs Correction Labels	30.96
Total 620 - Criminal Investigation					845.94	

Division: 630 - Support Services						
507	5310	Membership Dues	1470 IL Tactical Officers Assoc	PC - 34428	ITOA Membership for Training Officer 3/31/2022-3/31/2023	40.00
508	5325	Training	4444 Misc Vendor for Procurement Card	PC - 34416	Sig Sauer Armorer Class 5/25/2022 (1 Training Ofc)	280.00
509	6195	Miscellaneous Contractual Services	4444 Misc Vendor for Procurement Card	PC - 34429	Subscription Renewal 2022 for Content Creator	119.99
510	7000	Office Supplies	4348 Amazon.Com	PC - 34443	Rubber Stamp	9.98
511	7000	Office Supplies	4348 Amazon.Com	PC - 34444	Pen with Chain	19.96
512	7200	Other Supplies	1493 Galls Inc	PC - 34430	6 Emergency Bandages	68.13
513	7200	Other Supplies	4348 Amazon.Com	PC - 34433	2 Packs of Disinfectant Spray	35.98
514	7200	Other Supplies	4348 Amazon.Com	PC - 34434	Award Holder and Flash Drives	55.56
515	7200	Other Supplies	1493 Galls Inc	PC - 34436	6 Modular Bandages	39.66
516	7200	Other Supplies	4348 Amazon.Com	PC - 34438	5 Packs of Disinfectant Wipes	87.45
517	7200	Other Supplies	4348 Amazon.Com	PC - 34439	3 Packs of Flood Light Bulbs	62.94
518	7200	Other Supplies	4348 Amazon.Com	PC - 34442	Copy Paper and Coffee Filters	265.44
519	7300	Uniforms	4444 Misc Vendor for Procurement Card	PC - 34432	Deposit Refund Online Apparel Store	(110.00)

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
520	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34431	6 Bike Racks	59.39
521	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34435	Seagate Portable 1 TB External Hard Drive	49.99
522	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34437	Microwave for Breakroom	121.49
Total 630 - Support Services					1,205.96	

Total 60 - Police Department	2,686.50
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Fire Department						
Division: 100 - Administration						
523	5310	Membership Dues	1253 National Fire Protection Assn	PC - 34471	NFPA 2022 Annual Membership Dues 04/15/22-04/15/23 - Chief	175.00
524	7550	Miscellaneous Expenses	6163 Portillos Hot Dogs LLC	PC - 34468	Dinner Provided to RED Ctr for TeleCom Appreciation Wk 04/13/22	183.55
525	7550	Miscellaneous Expenses	6163 Portillos Hot Dogs LLC	PC - 34470	Credit for Tax Charged on 04/13/22	(18.56)
Total 100 - Administration					339.99	

Division: 710 - Emergency Services						
526	6300	R&M Software	5093 Dropbox Inc	PC - 34494	Dropbox Plus Software Subscription 4/5/22-4/5/23 -Training Div	119.88
527	6315	R&M Buildings & Structures	1525 Hastings Air-Energy Control Inc	PC - 34472	Replacement of Motor on Roof 01/04/22 - Station 62	339.95
528	7000	Office Supplies	4348 Amazon.Com	PC - 34467	2 Packs Weatherproof Notebooks	41.32
529	7045	Supplies - Building R&M	4830 Lowe's	PC - 34502	3 Tool Cabinets for Repair and Maintenance - Station 62	745.00
530	7200	Other Supplies	8525 BlueTriton Brands Inc	PC - 34469	78 Cases of Water for Fire Vehicles	406.77
531	7200	Other Supplies	3875 Apple Inc	PC - 34495	Card Used In Error-City was Reimbursed	4.99
532	7200	Other Supplies	8244 Des Plaines Ace Hardware	PC - 34504	9 Steel U-Bolts	40.41
533	7320	Equipment < \$5,000	4444 Misc Vendor for Procurement Card	PC - 34466	Case Commander and Dry Erase Board, Case Decal, Radio Holder	2,243.63
Total 710 - Emergency Services					3,941.95	

Division: 720 - Fire Prevention						
534	5325	Training	1551 IL Fire Inspectors Assoc	PC - 34476	OSFM Mini Seminar-04/22/22-Division Chief, Inspector	60.00
Total 720 - Fire Prevention					60.00	

Total 70 - Fire Department	4,341.94
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Total 100 - General Fund	27,023.48
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Fund: 260 - Asset Seizure Fund						
Program: 2620 - DEA						
535	7200	Other Supplies	1493 Galls Inc	PC - 34419	Tourniquets (4) Bandages (20)	608.05

City of Des Plaines

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JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
536	7200	Other Supplies	5854 MidwayUSA	PC - 34421	Gun Light for TRT Rifle	125.69
537	7200	Other Supplies	5137 Target Corporation	PC - 34422	Bike Inner Tube for TRT	7.99
Total 2620 - DEA					741.73	

Program: 2640 - Forfeit						
538	6115	Licensing/Titles	1744 IL Secretary of State	PC - 34505	Squad # 1 Vehicle Registration for 2022 Lic# V823183	154.40
539	7200	Other Supplies	7186 Bentley's Pet Stuff-SC	PC - 34473	Food for K9 Jager 4/24/2022	81.89
Total 2640 - Forfeit					236.29	

Total 260 - Asset Seizure Fund					978.02
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Fund: 420 - IT Replacement Fund						
540	8005	Computer Hardware	8415 Ubiquiti Inc	PC - 34507	Ubiquiti 48 Port Switch and Module for City Use	1,751.00
541	8005	Computer Hardware	6625 Telquest International Inc	PC - 34511	Cisco 8851 IP Phones for City Use	2,429.45
542	8005	Computer Hardware	8415 Ubiquiti Inc	PC - 34516	Ubiquiti 48 Port Switch and Module for City Use	1,751.00
543	8005	Computer Hardware	8415 Ubiquiti Inc	PC - 34519	Ubiquiti 48 Port Switch for City Use	1,599.00
Total 420 - IT Replacement Fund					7,530.45	

Fund: 500 - Water/Sewer Fund						
Division: 550 - Water Systems						
544	5320	Conferences	4926 American Airlines	PC - 34394	Airline Tickets to/from AWWA Training-Asst Dir-06/11-06/16/22	631.21
545	5320	Conferences	4926 American Airlines	PC - 34399	Airline Tickets to/from AWWA Training-Maint Opr-06/11-06/16/22	631.21
546	5320	Conferences	4926 American Airlines	PC - 34401	Airline Tickets to/from AWWA Training-Foreman-06/11-06/16/2022	592.21
547	5325	Training	1563 American Water Works Assoc (AWWA)	PC - 34393	AWWA Training - Asst. Director - 06/12-06/15/2022	935.00
548	5325	Training	4444 Misc Vendor for Procurement Card	PC - 34397	APWA Expo - Crew Leader and Maint Operator - 05/18/2022	140.00
549	5325	Training	4444 Misc Vendor for Procurement Card	PC - 34398	APWA Expo - Maint Operator - 05/18/2022	140.00
550	5325	Training	1563 American Water Works Assoc (AWWA)	PC - 34485	AWWA Training - Foreman - 06/12-06/16/2022	175.00
551	5325	Training	1563 American Water Works Assoc (AWWA)	PC - 34486	AWWA Training - Superintendent - 06/12-06/16/2022	175.00
552	7300	Uniforms	4348 Amazon.Com	PC - 34487	Uniform Shirt - Utility Superintendent	15.98
553	7300	Uniforms	4348 Amazon.Com	PC - 34488	Uniform Shirt - Utility Superintendent	20.99
554	7300	Uniforms	4348 Amazon.Com	PC - 34489	Uniform Shirt - Utility Superintendent	27.18
555	7300	Uniforms	4348 Amazon.Com	PC - 34490	Uniform Shirt - Utility Superintendent	29.94

City of Des Plaines

Warrant Register 06/06/2022

JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
556	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34483	Screen Protector for Tablet	16.97
557	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34492	USB Hub Workstation	23.97
Total 550 - Water Systems					3,554.66	

Division: 560 - Sewer Systems						
558	5325	Training	1753 American Public Works Association - APWA	PC - 34493	APWA Seminar - Maint Operators - 05/10/2022	75.00
559	7020	Supplies - Safety	4348 Amazon.Com	PC - 34491	Safety Ropes	86.37
560	7030	Supplies - Tools & Hardware	4348 Amazon.Com	PC - 34484	Caulk Gun for Cretex Rings	265.94
561	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 34413	Oil Filter - PW 8043	28.17
562	7140	Electricity	1033 ComEd	PC - 34501	Deposit for Electricity Service 1011 Howard Ave Pump Station	1,000.00
Total 560 - Sewer Systems					1,455.48	

Total 500 - Water/Sewer Fund	5,010.14
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Fund: 600 - Risk Management Fund						
563	5345	Post-Employment Testing	4444 Misc Vendor for Procurement Card	PC - 34423	Fitness for Duty Exam 03/24/2022	1,500.00
Total 600 - Risk Management Fund					1,500.00	

Grand Total	42,042.09
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City of Des Plaines

Warrant Register 06/06/2022

Summary

	<u>Amount</u>	<u>Transfer Date</u>
Automated Accounts Payable	\$ 2,919,936.61 **	6/6/2022
Manual Checks	\$ 32,900.97 **	5/20/2022
Payroll	\$ 1,304,278.20	5/20/2022
RHS Payout	\$ -	
Electronic Transfer Activity:		
JPMorgan Chase Credit Card	\$ 42,042.09 **	5/24/2022
Chicago Water Bill ACH	\$ 36,824.84	5/31/2022
Postage Meter Direct Debits	\$ -	
Utility Billing Refunds	\$ -	
Debt Interest Payment	\$ -	
IMRF Payments	\$ 110,860.42	5/10/2022
Employee Medical Trust	\$ -	
Total Cash Disbursements:	<u>\$ 4,446,843.13</u>	

* Multiple transfers processed on and/or before date shown

** See attached report

Adopted by the City Council of Des Plaines
This Sixth Day of June 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: May 25, 2022

To: Michael G. Bartholomew, City Manager

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

Subject: Request for Additional Deferral of Ordinance Z-12-22, which grants a Conditional Use for a Commercially Zoned Assembly (Banquet Hall) at 1730 Elmhurst Road

Issue: At its May 16, 2022 meeting, the City Council deferred the first-reading consideration of Ordinance Z-12-22, which would grant a conditional use for a commercially zoned assembly (banquet hall) at 1730 Elmhurst Road. The petitioner is requesting an additional deferral.

Analysis: The City Council chose to defer Ordinance Z-12-22 to the June 6 meeting for two reasons: 1.) Petitioner Sargon Mando of Lamassu Banquets did not attend the meeting and 2.) The Council would like the petitioner to enter into a shared parking agreement that will clarify how they will meet their parking demand, particularly for their events with the largest number of attendees. The petitioner's property and parking lot is directly adjoined with the Asbury Court assisted living and nursing facility at 1750 Elmhurst.

Staff learned from colleagues of the petitioner that he had an emergency health issue on May 16, which precluded him from attending. In addition, the petitioner and his colleagues will need additional time to negotiate and come to terms on a shared parking agreement. They are in the process of approaching Asbury Court management.

Recommendation: I recommend the Council grant an additional deferral to the June 20 meeting and, if necessary, further deferral to a July meeting for the first-reading consideration.

Attachments:

Attachment 1: Deferral Request from Petitioner



Lamassu Palace Co.
1730 S. Elmhurst Rd.
Des Plaines, IL 60018

May 19, 2022

John T. Carlisle
1420 Miner St.
Des Plaines, IL 60016

Dear John,

My name is Ana Cardenas, I work for Sargon Mando the owner of the Banquet hall located at 1730 S. Elmhurst Rd. Des Plaines, IL 60018. The purpose of this letter is to explain why Sargon was not present at the city council meeting held on 5/16/22.

Sargon underwent what was supposed to be a simple surgery on 5/12/22. Unfortunately there were complications during and after the surgery. Sargon has spent the last couple days in the ICU, thankfully the doctors feel positive he will soon recover. We expect him to come out of the hospital in the next couple days.

We understand that during the last meeting the city council expressed their concern about our parking lot spaces. We are in the process of scheduling a meeting with the Asbury Court to put in writing the parking agreement we have with them.

We will require a little more time to put this agreement together. We wouldn't meet the deadline for your next meeting on 6/6/22 but we will have it ready in time for review on your 6/20/22 meeting.

We appreciate your understanding of this unforeseen situation. Should you have any questions please feel free to call me at 847-806-6700 or email me at ana1mcd@gmail.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ana Cardenas', with a long, sweeping horizontal stroke extending to the right.

Ana Cardenas



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: May 25, 2022
To: Michael G. Bartholomew, MCP, LEED AP, City Manager
From: John T. Carlisle, AICP, Community & Economic Development Director
Jonathan Stytz, Planner JS
Subject: 1311 E. Prairie Avenue – Case #22-012-V
Consideration of a Major Variation for Detached Garage Height

Issue: The petitioner is requesting a Major Variation from Section 12-8-1(C) of the Zoning Ordinance to allow a detached garage of 18.25 feet in height where a maximum height of 15 feet is permitted.

Address: 1311 Prairie Avenue
Owner: William F. Schoenberg and Janet L. Horton, 1311 Prairie Avenue, Des Plaines, IL 60016
Petitioner: William F. Schoenberg and Janet L. Horton, 1311 Prairie Avenue, Des Plaines, IL 60016
Case Number: 22-012-V
PIN: 09-17-423-019-0000
Ward: #2, Alderman Colt Moylan
Existing Zoning: R-1, Single Family Residential District
Existing Land Use: Single Family Residence
Surrounding Zoning: North: R-1, Single Family Residential District
South: R-1, Single Family Residential District
East: R-1, Single Family Residential District
West: R-1, Single Family Residential District
Surrounding Land Use: North: Single Family Residence
South: Single Family Residence
East: Single Family Residence
West: Single Family Residence

Street Classification: Prairie Avenue is classified as a local road.

Comprehensive Plan: The Comprehensive Plan illustrates the property as single family residential.

Zoning/Property History: Based on City records, the existing structure has been utilized as a single-family residence.

Project Description: The petitioners, William F. Schoenberg and Janet L. Horton, are requesting a major variation to allow for an 18.25-foot-tall detached garage where a maximum of 15 feet is permitted for accessory structures. The subject property is located in the R-1 Single Family Residential District at 1311 E. Prairie Avenue in between Laurel Avenue and Graceland Avenue. The property is 7,500 square feet (0.17 acres) and currently consists of a 1,252-square-foot, two-story residence, paved driveway leading to a 573-square-foot detached garage, a 51-square-foot shed, sidewalks, wood deck area, and brick paver area as shown on the Plat of Survey. The existing garage is located 3.31 feet from the northwest property line. See the attached Photos of Existing Conditions for additional information on the current conditions of the property.

The petitioner is proposing to demolish the existing detached garage, shed, and brick paver area to make room for a new 718-square-foot detached garage, two new paved walkways, and extended driveway area as shown on the attached Site Plan. While the existing detached garage is located just off the wood deck at the rear of the residence, the proposed detached garage will be set back so it is five feet off the south (rear) and west (side) property lines. The proposed garage will have two vehicle parking spaces, an area for yard equipment, and a utility sink on the first floor with a storage area on an attic level above, as shown in the attached Floor Plan. Accessory structures cannot serve as a living space, so staff has added a condition that the detached garage cannot be utilized as a living space at any time, unless accessory dwelling units were to be legalized under the Zoning Ordinance in the future. The proposed garage is meant to emulate the design of the existing residence from the roof pitch to the exterior building materials, which include vinyl siding, carriage-lock garage doors, and trim and shingles to match the exterior materials of the existing residence as shown on the attached Elevations. Pursuant to Section 12-8-1.C of the Zoning Ordinance, accessory structures, including detached garages, must be incidental to the principal use served and subordinate in height, area, bulk, and location. Accessory structures are limited to 15 feet in building height, defined by Section 12-13-3 of the Zoning Ordinance as:

The vertical distance from the mean elevation of the finished lot grade at the front of building to the top of the highest roof beams on a flat or shed roof, the deck level of a mansard roof, and the average distance between the eaves and the ridge level for gable, hip, and gambrel roofs. Excluded elements are mechanical and elevator penthouses, chimneys, air conditioners, church spires and steeples and similar appurtenances. All excluded elements cannot exceed the maximum height of the respective or underlying zoning district by more than twenty-five feet (25').

All requests for building height variation are Major, requiring final approval of the City Council.

Findings of Fact for the Requests

As required by Section 12-3-6 of the Zoning Ordinance, the Planning and Zoning Board (PZB) reviewed the findings of fact for the requests. The full list of findings and comments are found in the approved meeting minutes of the PZB meeting of May 10, 2022. An excerpt from the approved minutes is attached.

PZB Recommendation and Conditions

The Planning and Zoning Board (PZB) held a public hearing to consider a major variation under Section 12-3-6 to allow a detached garage height of 18.25 feet at 1311 E. Prairie Avenue where a minimum of 15 feet is permitted.

The PZB recommended (6-0) that the City Council *approve* the major variation for detached garage height with the conditions found in the staff report. The PZB review is summarized in the Chairman Szabo memo. If the City Council chooses to approve these requests via Ordinance Z-13-22, staff and the PZB recommend the following conditions:

1. Petitioner must submit all appropriate building permit documents and details as determined necessary by the City for the Proposed Detached Garage, driveway, and sidewalk areas. All permit documents must be sealed and signed by a design professional licensed in the State of Illinois and must comply with all City building codes.
2. The Proposed Detached Garage may not be utilized as a living space or dwelling unit at any time, unless future changes to the Zoning Ordinance would legalize accessory dwelling units and all necessary permits and approvals are obtained and all necessary work to bring the Proposed Detached Garage into compliance with then-current codes is completed to the City's satisfaction prior to such use.

Attachments:

Attachment 1: Petitioner's Responses to Standards

Attachment 2: Location/Zoning Map

Attachment 3: Plat of Survey

Attachment 4: Site and Context Photos

Attachment 5: Chairman Szabo Letter from the PZB to the Mayor and City Council

Attachment 6: Excerpt of Approved Minutes from the May 10, 2022 Planning and Zoning Board Meeting

Ordinance Z-13-22

Exhibit A: Project Narrative

Exhibit B: Proposed Site Plan

Exhibit C: Proposed Floor, Attic, and Roof Plan

Exhibit D: Proposed Elevations

Exhibit E: Unconditional Agreement and Consent and Rezoning Covenant

STANDARDS FOR VARIATIONS

In order to understand your reasons for requesting a variation, please answer the following items completely and thoroughly (two to three sentences each). Variation applicants must demonstrate that special circumstances or unusual conditions prevent them from following the specific regulations of their zoning district. Applicants must prove that the zoning regulations, in combination with the uncommon conditions of the property, prevents them from making any reasonable use of the land. Keep in mind that no variation may be granted that would adversely affect surrounding properties or the general neighborhood.

For your convenience, we have reproduced the eight points requested. Please find our responses to STANDARDS FOR VARIATIONS below each question.

Site: 1311 E. Prairie Avenue
Major Variation for Detached Garage Height
Petitioners: William Schoenberg and Janet Horton

STANDARDS FOR VARIATIONS – APPLICANT ANSWERS AND RESPONSES

1. *Hardship: No variation shall be granted pursuant to this subsection H unless the applicant shall establish that carrying out the strict letter of the provisions of this title would create a particular hardship or a practical difficulty.*

Response: Maintaining the ordinance’s 15’ height restriction would result in a roof pitch that did not match the house’s historic architectural aesthetic. Our intention is to build a functional garage that enhances the beauty of not only our property but also the surrounding neighborhood.

2. *Unique Physical Condition: The subject lot is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure, or sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject lot that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot.*

Response: The existing 2-story residence was built in the Victorian style with a steep 16/12 roof pitch, which we propose to match.

3. *Not Self-Created: The aforesaid unique physical condition is not the result of any action or inaction of the owner or its predecessors in title and existed at the time of the enactment of the provisions from which a variance is sought or was created by natural forces or was the result of governmental action, other than the adoption of this title.*

Response: The residence was built in 1893, prior to the current zoning restrictions.

4. *Denied Substantial Rights: The carrying out of the strict letter of the provision from which a variance is sought would deprive the owner of the subject lot of substantial rights commonly enjoyed by owners of other lots subject to the same provision.*

Response: By adhering to 15' height restriction, the new garage would look out of character with the subject property. The neighborhood is a mix of different architectural styles built in different eras. Several neighboring homes have garages that reflect the architectural character of the residences they serve; however their garage structure would not conform to the current ordinance.

5. *Not Merely Special Privilege: The alleged hardship or difficulty is neither merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely the inability of the owner to make more money from the use of the subject lot.*

Response: The proposed height variation will not grant the property owners any special privilege or financial gain. All other ordinances regarding the garage are adhered to and the improvements on this property will enhance the views from adjacent properties as well as the subject property.

6. *Title And Plan Purposes: The variation would not result in a use or development of the subject lot that would be not in harmony with the general and specific purposes for which this title and the provision from which a variation is sought were enacted or the general purpose and intent of the comprehensive plan.*

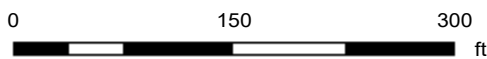
Response: This improvement will not result in disharmony with current zoning or comprehensive plan intentions.

7. *No Other Remedy: There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject lot.*

Response: By adhering to the 15' height restriction, the structure would disrupt the architectural harmony on the lot. In a neighborhood with a well-maintained architectural history, a disjointed garage addition would look out-of-character and depreciate the character of the neighborhood.

8. *Minimum Required: The requested variation is the minimum measure of relief necessary to alleviate the alleged hardship or difficulty presented by the strict application of this title.*

Response: The proposed garage height will allow a roof pitch matching the residence as well as safe head clearance and safe entry to attic via access stairs. No additional height is being requested.



Print Date: 5/4/2022

Notes

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

GREMLEY & BIEDERMANN

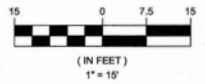
A DIVISION OF
PLCS Corporation

LICENSE No. 184-005332

PROFESSIONAL LAND SURVEYORS

4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630
TELEPHONE: (773) 685-5102 EMAIL: INFO@PLCS-SURVEY.COM

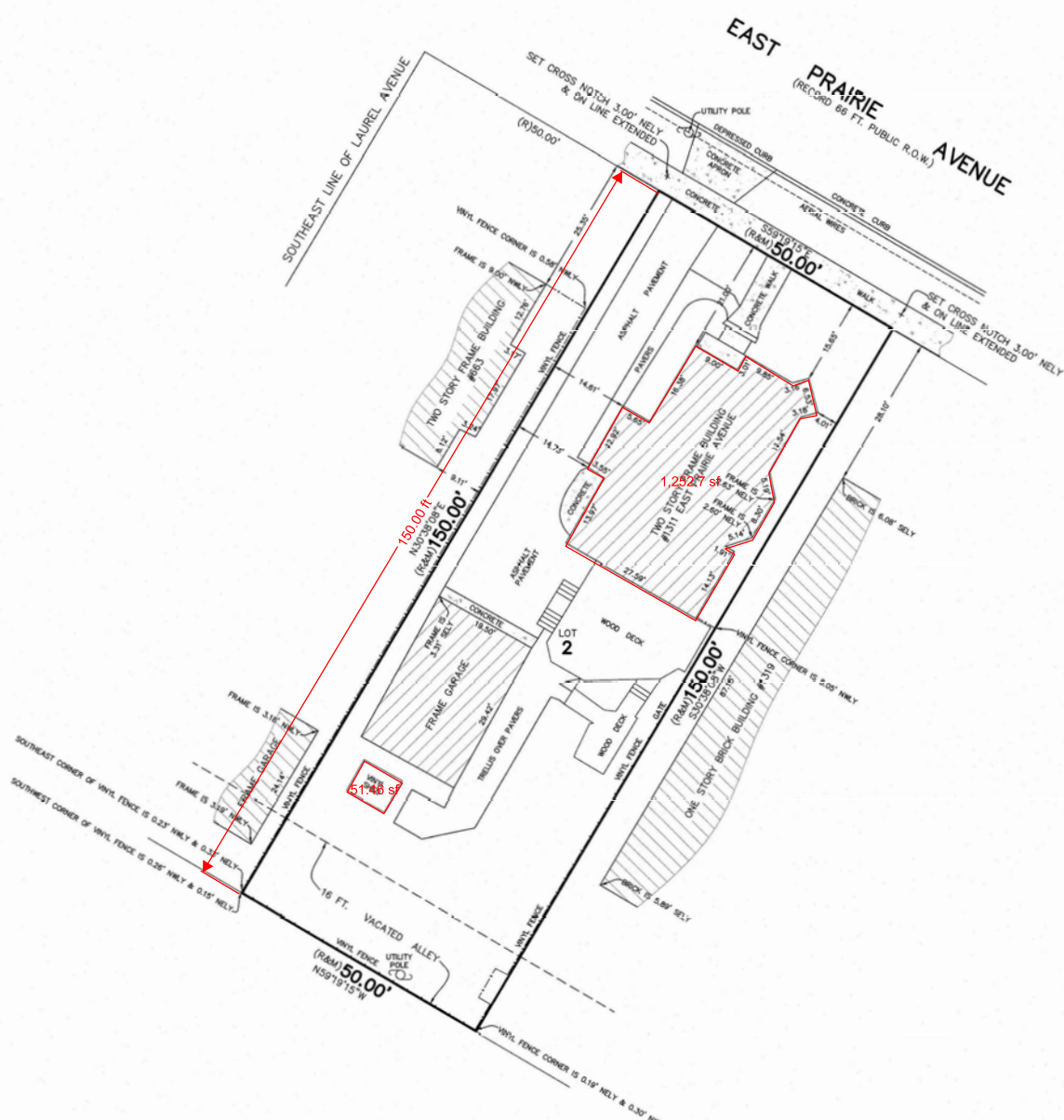
GRAPHIC SCALE



Plat of Survey

LOT 2 AND ALL OF VACATED ALLEY LYING SOUTHWESTERLY OF AND ADJOINING SAID LOT 2 IN BLOCK 2 IN PHILIP PARSON'S SUBDIVISION IN SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 7, 1893 IN BOOK 58, PAGE 17 AS DOCUMENT NUMBER 1812125, IN COOK COUNTY, ILLINOIS

CONTAINING 7,500 SQUARE FEET OR 0.172 ACRES MORE OR LESS.



STATE OF ILLINOIS
COUNTY OF COOK

WE, GREMLEY & BIEDERMANN, INC. HEREBY CERTIFY THAT WE HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY CORRECTED TO A TEMPERATURE OF 62° FAHRENHEIT.

FIELD MEASUREMENTS COMPLETED ON OCTOBER 19, 2021

SIGNED ON OCTOBER 29, 2021.

BY:

William E. Biedermann



PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 3168
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

ORDERED BY: BILL SCHOENBERG	CHECKED: LB	DRAWN: RL
ADDRESS: 1311 EAST PRAIRIE AVENUE		
GREMLEY & BIEDERMANN		
A DIVISION OF PLCS CORPORATION LICENSE NO. 184-005332 PROFESSIONAL LAND SURVEYORS 4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630 TELEPHONE: (773) 685-5102 EMAIL: INFO@PLCS-SURVEY.COM		
ORDER NO. 2021-29393-001	DATE: OCTOBER 19, 2021	PAGE NO. 1 OF 1
SCALE: 1 INCH = 15 FEET		

SURVEY NOTES:

SURVEYOR'S LICENSE EXPIRES November 30, 2022

Note (R&M) denotes Record and Measured distances respectively.

Distances are marked in feet and decimal parts thereof. Compare all points BEFORE building by same and at once report any differences BEFORE damage is done.

For easements, building lines and other restrictions not shown on survey plat refer to your abstract, deed, contract, title policy and local building line regulations.

NO dimensions shall be assumed by scale measurement upon this plat.

Unless otherwise noted hereon the Bearing Basis, Elevation Datum and Coordinate Datum if used is ASSUMED.

COPYRIGHT GREMLEY & BIEDERMANN, INC. 2021 "All Rights Reserved"

Staff Photos



Existing detached garage



House, front (north) and side (west) elevations



House, front (north) elevation



May 16, 2022

Mayor Goczkowski and Des Plaines City Council
CITY OF DES PLAINES

Subject: Planning and Zoning Board, 1311 E. Prairie Avenue, 22-012-V, 2nd Ward
RE: Consideration of a Major Variation for Detached Garage Height

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) held a public hearing on May 10, 2022 to consider a major variation under Section 12-8-1.C to allow a detached garage height of 18.25 feet where a maximum height of 15 feet is permitted.

1. The petitioners, William F. Schoenberg and Janet Horton, introduced the request to construct a 718-square foot detached garage that would exceed the maximum height permitted by code. They described the architectural purpose of the request, which is to match the Victorian architectural style of the existing single-family residence as well as provide for adequate storage for lawn and yard equipment.
2. PZB members asked how the second story would be utilized with the concern that it could later be utilized as an apartment; if the petitioners planned to operate a business out of the proposed detached garage; and if the petitioners planned to run water and sewer to the proposed detached garage. The petitioner responded that the second level of the garage would be utilized to storage holiday decorations and off-season equipment; that they do not intend to run a business out of the garage; and that they do plan to run water and sewer out to the detached garage.
3. CED staff summarized the staff report with slides and recommended two conditions if the PZB decided to approve the Major Variation. One condition requires the petitioner to provide appropriate building permit plans, in conformance with all applicable City of Des Plaines codes, for all proposed work on the subject property. The other condition prohibits the use of the detached garage as a dwelling unit.
4. One member of the public spoke on this request suggesting that a condition shall be added to prevent a sink to be installed in the proposed garage.
5. The PZB recommended (6-0) that the City Council *approve* the major variation for detached garage height with the two conditions in the staff report.

Respectfully submitted,

A handwritten signature in black ink that reads 'James Szabo'.

James Szabo,
Des Plaines Planning and Zoning Board, Chairman

Cc: City Officials/Aldermen



**DES PLAINES PLANNING AND ZONING BOARD MEETING
May 10, 2022
DRAFT MINUTES**

The Des Plaines Planning and Zoning Board held its regularly scheduled meeting on Tuesday, May 10, 2022, at 7:00 p.m. in Room 102 of the Des Plaines Civic Center.

Chairman Szabo called the meeting to order at 7:00 p.m. and read the evening's cases. Roll call was established.

PRESENT: Szabo, Veremis, Saletnik, Hofherr, Fowler, Catalano

ABSENT: Weaver

ALSO PRESENT: John Carlisle, AICP, Director of Community & Economic Development
Vanessa Wells/Recording Secretary

A quorum was present.

APPROVAL OF MINUTES

A motion was made by Board Member Fowler, seconded by Board Member Catalano, to approve the minutes of April 12, 2022, as presented.

AYES: Szabo, Veremis, Saletnik, Hofherr, Fowler, Catalano

NAYES: None

ABSTAIN: None

*****MOTION CARRIED *****

A motion was made by Board Member Hofherr, seconded by Board Member Saletnik, to approve the minutes of April 26, 2022, as presented.

AYES: Szabo, Veremis, Saletnik, Hofherr, Fowler, Catalano

NAYES: None

ABSTAIN: None

*****MOTION CARRIED *****

PUBLIC COMMENT ON NON-AGENDA ITEM.

There was no public comment.

NEW BUSINESS

1. Addresses: 1311 Prairie Ave

Case Number: 22-012-V

The petitioner is requesting a variation to allow a detached garage to exceed the maximum height allowed for an accessory structure, and any other variations, waivers, and zoning relief as may be necessary.

PINs: 09-17-423-019-0000

Petitioner: William F. Schoenberg and Janet Horton, 1311 Prairie Avenue, Des Plaines, IL 60016

Owner: William F. Schoenberg and Janet Horton, 1311 Prairie Avenue, Des Plaines, IL 60016

Chairman Szabo swore in homeowner Doctor Janet Horton. Mrs. Horton stated she and her husband purchased the Victorian style home in 2009. When we purchased this home, it was neglected for many years and an eye sore to the community. Since the purchase of our home we made significant improvements. We would like to continue these improvements by building a functional garage that matches the aesthetics of our home.

Mrs. Horton said the plan is to demolish the existing garage and shed that are on the property and construct a new garage and driveway. The proposed request will meet the square footage, setbacks and lot coverage restrictions in the zoning ordinance.

Member Hofherr asked if the homeowner had any thoughts about renting out the second story of the garage.

Mrs. Horton responded she has no plans on renting out the space and that the intentions of the space is to store out of season tools and equipment that is currently being stored in the shed.

Member Catalano asked staff if it is legal to run a medical practice out of the garage.

John Carlisle, Director of Community and Economic Development, stated the City does have limits to home occupations that sets forth numerous criteria and I think running a medical practice out of a home or garage would run afoul of one of those.

Member Saletnik asked if there is going to be plumbing in the garage.

Mrs. Horton stated she does plan on having a slop sink but for the purpose of projects and gardening.

Mr. Carlisle gave his staff report.

Issue: The petitioner is requesting a Major Variation from Section 12-8-1(C) of the Zoning Ordinance to allow a detached garage of 18.25 feet in height where a maximum height of 15 feet is permitted.

Address: 1311 E. Prairie Avenue

Case Number: 22-012-V

PINs: 09-17-423-019-0000

Ward: #2, Alderman Colt Moylan

Existing Zoning: R-1, Single Family Residential District

Existing Land Use: Single Family Residence

Surrounding Zoning: North: R-1, Single Family Residential District
South: R-1, Single Family Residential District
East: R-1, Single Family Residential District
West: R-1, Single Family Residential District

Surrounding Land Use: North: Single Family Residence
South: Single Family Residence
East: Single Family Residence
West: Single Family Residence

Street Classification: Prairie Avenue is classified as a local road.

Comprehensive Plan: The Comprehensive Plan illustrates the property as single family residential.

Zoning/Property History: Based on City records, the existing structure has been utilized as a single-family residence.

Project Description: The petitioners, William F. Schoenberg and Janet L. Horton, are requesting a major variation to allow for an 18.25-foot-tall detached garage where a maximum of 15 feet is permitted for accessory structures. The subject property is located in the R-1 Single Family Residential District at 1311 E. Prairie Avenue in between Laurel Avenue and Graceland Avenue. The property is 7,500 square feet (0.17 acres) and currently consists of a 1,252-square-foot, two-story residence, paved driveway leading to a 573-square-foot detached garage, a 51-square-foot shed, sidewalks, wood deck area, and brick paver area as shown on the Plat of Survey. The existing garage is current located 3.31 feet from the northwest property line. See the attached Photos of Existing Conditions for additional information on the current conditions of the property.

The petitioner is proposing to demolish the existing detached garage, shed, and brick paver area to make room for a new 718-square-foot detached garage, two new paved walkways, and extended driveway area as shown on the attached Site Plan. While the existing detached garage is located just off the wood deck at the rear of the residence, the proposed detached garage will be set back so it is five feet off the south (rear) and west (side) property lines. The proposed garage will have two vehicle parking spaces, an area for yard equipment, and a utility sink on the first floor with a storage area on an attic level above, as shown in the attached Floor Plan. Accessory structures cannot serve as a living space, so staff has added a condition that the detached garage cannot be utilized as a living space at any time, unless accessory dwelling units were to be legalized under the Zoning Ordinance in the future. The proposed garage is meant to emulate the design of the existing residence from the roof pitch to the exterior building materials, which include vinyl siding, carriage-lock garage doors, and trim and shingles to match the exterior materials of the existing residence as shown on the attached Elevations. Pursuant to Section 12-8-1.C of the Zoning Ordinance, accessory structures, including detached garages, must be incidental to

the principal use served and subordinate in height, area, bulk, and location. Accessory structures are limited to 15 feet in building height, defined by Section 12-13-3 of the Zoning Ordinance as:

The vertical distance from the mean elevation of the finished lot grade at the front of building to the top of the highest roof beams on a flat or shed roof, the deck level of a mansard roof, and the average distance between the eaves and the ridge level for gable, hip, and gambrel roofs. Excluded elements are mechanical and elevator penthouses, chimneys, air conditioners, church spires and steeples and similar appurtenances. All excluded elements cannot exceed the maximum height of the respective or underlying zoning district by more than twenty-five feet (25').

All requests for building height variation are Major, requiring final approval of the City Council.

Variation Findings: Variation requests are subject to the standards set forth in Section 12-3-6(H) of the Zoning Ordinance. Staff has the following comments based on the standards. The PZB may use staff comments, the petitioner's response, or state their own comments as rationale for its decision, but if recommendation approval, the Board should make statements in the affirmative for how the request would meet the standards.

- 1. Hardship: No variation shall be granted pursuant to this subsection H unless the applicant shall establish that carrying out the strict letter of the provisions of this title would create a particular hardship or a practical difficulty:**

Comment: Restricting the garage height to 15 feet would not present a practical hardship for the property owner as there are alternative designs that could be utilized to match the style of the residence without the additional height. Considering that the proposed garage is 3 feet, 3 inches over the requirement, design adjustments could be made to make the garage height conforming while also matching the style of the residence.

- 2. Unique Physical Condition: The subject lot is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure, or sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject lot that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot:**

Comment: There is no unique physical condition with the subject lot itself to prevent the property owner from complying the regulations. While the existing residence has a unique design, there are no unique characteristics of the subject property that differ from the surrounding residential properties.

- 3. Not Self-Created: The aforesaid unique physical condition is not the result of any action or inaction of the owner or its predecessors in title and existed at the time of the enactment of the provisions from which a variance is sought or was created by natural forces or was the result of governmental action, other than the adoption of this title:**

Comment: The subject property and existing residence may have been constructed prior to the current owner purchasing the property. However, the property owner purchased the property with the existing property characteristics, none of which represent a hardship for the accessory structure height restriction.

- 4. Denied Substantial Rights: The carrying out of the strict letter of the provision from which a variance is sought would deprive the owner of the subject lot of substantial rights commonly enjoyed by owners of other lots subject to the same provision:**

Comment: Carrying out the strict letter of this code would not deprive the owner of substantial rights as there are other options to construct the detached garage and match the style of the residence within the code parameters.

- 5. Not Merely Special Privilege: The alleged hardship or difficulty is neither merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely the inability of the owner to make more money from the use of the subject lot:**

Comment: Granting this variation would seem to provide special privilege to the property owner, as other residential properties – of many types of architectural style – have constructed accessory structures that meet the height restrictions.

- 6. Title and Plan Purposes: The variation would not result in a use or development of the subject lot that would be not in harmony with the general and specific purposes for which this title and the provision from which a variation is sought were enacted or the general purpose and intent of the comprehensive plan:**

Comment: The City's residential district contains a wide variety of different housing styles similar to the residence on the subject property. While the detached garage could match the overarching harmony of the surrounding neighborhood, it could also do the same while meeting the height requirement.

- 7. No Other Remedy: There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject lot.**

Comment: To staff it does not seem that alternative design options have been exhausted such that the desired roof and building style could be achieved without exceeding the maximum 15 feet. The Board is encouraged to ask the Petitioner to testify and demonstrate why these alternatives are not feasible.

- 8. Minimum Required: The requested variation is the minimum measure of relief necessary to alleviate the alleged hardship or difficulty presented by the strict application of this title.**

Comment: Consistent with staff's conclusion that is no practical difficulty established to warrant the variation, there is also no minimum measure of relief. Nonetheless, if the Board finds there is a hardship or practical difficulty, it might consider whether the full 3 feet and 3 inches of relief are necessary.

PZB Procedure and Recommended Conditions: Under Section 12-3-6(G)(2) (Procedure for Review and Decision for Major Variations) of the Zoning Ordinance, the PZB has the authority to recommend that the City Council approve, approve subject to conditions, or deny the above-mentioned major variation at 1311 Prairie 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 12-3-6(H) (Standards for Variations) of the Zoning Ordinance. If the PZB recommends and City Council ultimately approves the request, staff recommends the following conditions:

1. That all appropriate building permit documents and details are submitted as necessary for the proposed detached garage, driveway, and sidewalk areas. All permit documents shall be sealed and signed by a design professional licensed in the State of Illinois and must comply with all City of Des Plaines building codes.
2. The detached garage cannot be utilized as a living space at any time, unless the Zoning Ordinance is amended in the future to allow accessory dwelling units.

Chris Walsh of 560 Webford asked if the homeowner eliminated the slop sink in the garage would it make the request easier to approve and eliminate the concern for making the garage a living space.

Chair Szabo stated it wouldn't per sway him either way.

Member Saletnik stated has incorporated and recommended a condition that states the detached garage cannot be used as a living space at any time, unless future changes to the zoning ordinance have been made. With this being a condition, I think it would take care of it.

Member Fowler noted the new garage is very attractive.

Member Saletnik stated the intent of the ordinance is that garages should not be out of character and over powering in size. In this case since the house has a very high roof, the new roof on the garage is in character with the main house and is lower than the main house.

A motion was made by Board Member Hofherr, seconded by Board Member Saletnik, to recommend approval of a Major Variation from Section 12-8-1(C) of the Zoning Ordinance to allow a detached garage of 18.25 feet in height where a maximum height of 15 feet is permitted.

AYES: Szabo, Veremis, Saletnik, Hofherr, Fowler, Catalano

NAYES: None

ABSTAIN: None

*****MOTION CARRIES UNANIMOUSLY ****

2. Addresses: 622 Graceland Avenue, 1332 and 1368 Webford Avenue
Case Number: 21-052-MAP-TSUB-V

The petitioner is requesting the following items: (i) zoning map amendment to rezone the subject property from C-3 General Commercial District to C-5 Central Business District; (ii) Tentative Plat of Subdivision to consolidate three existing lots lot of record into one; (iii) zoning variation to locate off-street parking and loading in the required side yard; (iv) zoning variation to allow curb and gutter for off-street parking within 3.5 feet of the property line; (v) zoning variation to allow parking spaces next to a public sidewalk without a landscape divider strip; (vi) zoning variation to allow a parking lot with more than 10 spaces to provide landscaping not in strict accordance with Section 12-10-8: Parking Lot Landscaping; and (vii) any other variations, waivers, and zoning relief as may be necessary.

PINs: 09-17-306-036-0000; 09-17-306-038-0000; 09-17-306-040-0000

Petitioner: Joe Taylor, 622 Graceland Apartments, LLC, 202 S. Cook Street, Suite 210, Barrington, IL 60010

Owner: Wessell Holdings, LLC, 622 Graceland Avenue, Des Plaines, IL 60016; City of Des Plaines, 1420 Miner Street, Des Plaines, IL 60016

Chairman Szabo noted the petitioner has submitted a request to continue the hearing to the Board's regular meeting on Tuesday, May 24. In response to input received, they are making design changes that require both additional time of their team and staff for review.

Chairman Szabo asked if anyone would like to comment on this request or add something new from the last meeting and stated if you were sworn in at the last hearing you do not need to be sworn in, but if this is your first time speaking you will be sworn in when you come up to speak.

David Gates, Jr., Author of several Post Office mural books asked if at the May 24 meeting he can bring a video of the artwork to show everyone the depression artwork that is in the Journal and Topic building.

Jordan Minerva of 535 Webford stated before he moved to his current home, he lived on Fifth Avenue across from condominiums. Although these units were set back off the street, had green space, and they face one another. But over time I noticed that the City cannot always help when buildings start to deteriorate and need maintenance. With these issues it causes others property values to decline. Moving on Webford I was very happy with the neighborhood and even the corner lot being a C-3.

Tom Lovestend of 570 Webford stated many residents continue to speak out about their concerns for the proposed Compasspoint development. Anyone can see that the Journal building location is not suited for an 80 foot high-rise development. The request from the developer to change the property from a C3 to a C5 district should not be considered in a residential neighborhood. Also keep in mind the Journal and Topic building is really the last green space we have available downtown. It would be a great opportunity to turn the space into a park comparable to Jackman Park in Glenview.

Marian Cosmides of 570 Webford noted that there are flyers all over Des Plaines to stop this development. These signs are not just in our ward but all over this town. Des Plaines does not need another high-rise building or rental properties. I want to ask the board if they are aware if the City Council listens to these planning and zoning meetings or do they just make the decisions on their own.

Member Saletnik stated all of the meeting minutes from our meetings go to City Council and those minutes come with our recommendations and comments for the projects that are presented.

Evan Vogel of 1810 Woodland stated he is in support of this project but would prefer these units to be condominiums rather than apartments.

Chris Walsh of 560 Webford stated there is a rumor going around that the Ellinwood project was actually not recommended from this board and City Council passed the project. I want to know if anyone can answer that or confirm it.

Chair Szabo stated he would have to look back and does not remember the vote. He suggested Mr. Walsh review the meeting minutes.

Chris Walsh continued and asked if there is a density number we are looking at or a limit that is trying to be reached.

Member Saletnik responded that the density is not measured per ward and it has to do with property and the individual building and its square footage. It is not based upon the overall locality. For individual

properties the building code and the zoning ordinance sets what the max density can be based on square footage and or size of the lots.

Chris Walsh stated at the beginning he thought he heard one of the reasons why we are entertaining this development was to reach the density goal.

Member Saletnik stated what's in the comprehensive plan is something different. It is not a law that has to be followed to the letter but it is recommendations made by professionals as a goal that the city can try to follow.

Member Fowler stated the recommendation came from CMAP, a planning agency.

Chris Walsh asked if a petition was brought forward, would there be a certain amount of signatures or a magic number that you feel it would be advantageous to move forward.

Chair Szabo stated the petition would have to be brought forward from the residents not the Planning and Zoning Board. As the zoning board we just have to look at what the density would be for the proposal being presented.

Linda Fruhoff of 700 Graceland stated she is greatly concerned about the amount of traffic this new development will add to this area. There are times that I wait twenty minutes to just get across the tracks and adding more people and cars to the area is only going to make things worse.

Paul Beranek of 512 Arlington, asked why there was only a few agendas available for residents and asked for more information to be provided next time.

Member Catalano stated the agenda has the same request as it did at the April 12, 2022 meeting. Since this is a continuance and the new materials have not been brought forward and that the request is the same.

John Carlisle, Director of Community & Economic Development, stated once the new materials are received we will upload them to the City's website where it can be viewed at desplaines.org/gracelandwebford.

Chairman Szabo read the continuance request letter from the Petitioner. It states On behalf of the Graceland Apartments LLC, the applicant for the proposed project at Webford and Graceland we are requesting that the hearing before the Planning and Zoning Board that is currently scheduled for May 10 be continued to May 24. The developer, in response to some of the input from the first hearing is undertaking a number of design changes. We recognize that the City's staff needs time to review these changes. We are requesting that the continuance be until the May 24th agenda.

Member Fowler asked if the board motions against the continuance what happens.

John Carlisle, Director of Community & Economic Development stated the rules of procedure do reference the appropriateness of granting at least one continuance to a petitioner upon their request. I did make a recommendation in my report to continue until at least May 24 so you can review the revised project and its attempt to address the input received from the last meeting.

Philip Rominski of 1333 Webford asked staff when will the revised materials be submitted and when will we be able to see them?

John Carlisle, Director of Community & Economic Development stated the plans should be in within a few days and once received we can get them uploaded to the city's landing page for this project. However, the actual staff report will not be completed until May 20, 2022.

A motion was made by Board Member Hofherr, seconded by Board Member Catalano to approve the continuation of 622 Graceland Ave. case number 21-052-MAP-TSUB-V to May 24th, 2022 as requested by the petitioner.

AYES: Szabo, Veremis, Saletnik, Hofherr, Catalano

NAYES: Fowler

ABSTAIN: None

*****MOTION CARRIES UNANIMOUSLY ****

ADJOURNMENT

The next scheduled Planning & Zoning Board meeting is Tuesday, March 24, 2022.

Chairman Szabo adjourned the meeting by voice vote at 7:48 p.m.

Sincerely,

Vanessa Wells

Vanessa Wells, Recording Secretary
cc: City Officials, Aldermen, Planning & Zoning Board, Petitioners

CITY OF DES PLAINES

ORDINANCE Z – 13 - 22

**AN ORDINANCE APPROVING A MAJOR VARIATION TO
ALLOW A DETACHED GARAGE AT 1311 E. PRAIRIE
AVENUE (Case #22-012-V).**

WHEREAS, William F. Schoenberg and Janet L. Horton (collectively, "*Petitioner*") are the owners of the 7,500-square-foot property commonly known as 1311 E. Prairie Avenue, Des Plaines, Illinois ("*Subject Property*"); and

WHEREAS, the Subject Property is located in the R-1 Single Family Residential District of the City ("*R-1 District*"); and

WHEREAS, the Subject Property is improved with a two-story residential building ("*Building*"), paved driveway, detached garage, shed, private sidewalks, wood deck area, and brick paver area; and

WHEREAS, the Petitioner proposes to demolish the existing garage, brick paver area, and shed and construct a new 18.25-foot tall detached garage on the Subject Property ("*Proposed Detached Garage*") and extend the existing driveway; and

WHEREAS, the Proposed Detached Garage will contain two vehicle parking spaces, an area for storage, and utility sink on the first floor, and an attic storage space on the second floor; and

WHEREAS, pursuant to Section 12-8-1.C of the City of Des Plaines Zoning Ordinance of 1998, as amended ("*Zoning Ordinance*"), the maximum height allowed for a detached garage in a residential district is 15 feet; and

WHEREAS, in order to allow the construction of the Proposed Detached Garage on the Subject Property, the Petitioner submitted an application to the City of Des Plaines Department of Community and Economic Development ("*Department*") for a major variation from Section 12-8-1.C of the Zoning Ordinance to increase the maximum height of a detached garage from 15 feet to 18.25 feet ("*Variation*"); and

WHEREAS, the Petitioner's application for the Variation was referred by the Department within 15 days after its receipt to the Planning and Zoning Board of the City of Des Plaines ("*PZB*"); and

WHEREAS, within 90 days after the date of Petitioner's application, a public hearing was held by the PZB on May 10, 2022, pursuant to publication of notice in the *Des Plaines Journal* on April 20, 2022; and

WHEREAS, notice of the public hearing was mailed to all owners of property located within 300 feet of the Subject Property; and

WHEREAS, during the public hearing, the PZB heard testimony and received evidence with respect to the Petitioner's application for the Variation; and

WHEREAS, on May 16, 2022, the PZB filed a written report with the City Council summarizing the testimony received by the PZB and stating that the PZB's motion to recommend approval of the Variation passed by a vote of 6-0, subject to certain conditions; and

WHEREAS, the Petitioner made representations to the PZB with respect to the requested Variation, which representations are hereby found by the City Council to be material and upon which the City Council relies in granting the Variation subject to certain terms and conditions; and

WHEREAS, the City Council has studied the written report of the PZB, the applicable standards set forth in the Zoning Ordinance, and the Staff Memorandum dated May 4, 2022, including its exhibits, which form part of the basis for 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 part of the factual basis for this Ordinance granting the Variation.

SECTION 2. LEGAL DESCRIPTION OF SUBJECT PROPERTY. The Subject Property is legally described as follows:

LOT 2 AND ALL OF VACATED ALLEY LYING SOUTHWESTERLY OF AND ADJOINING SAID LOT 2 IN BLOCK 2 IN PHILIP PARSON'S SUBDIVISION IN SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 7, 1893 IN BOOK 58, PAGE 17 AS DOCUMENT NUMBER 1812125, IN COOK COUNTY, ILLINOIS.

PIN: 09-17-423-019-0000

Commonly known as 1311 E. Prairie Avenue, Des Plaines, Illinois.

SECTION 3. VARIATION. The City Council finds that the Variation satisfies the standards set forth in Section 12-3-6.H of the Zoning Ordinance and, pursuant to the City's home rule powers, finds that the Variation is otherwise necessary and appropriate. Subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 4 of this Ordinance, the City Council hereby grants the Variation for the Subject Property to the Petitioner to allow the construction of the Proposed Detached Garage.

SECTION 4. CONDITIONS. The Variation granted in Section 3 of this Ordinance shall be, and is expressly subject to and contingent upon the conditions, restrictions, and limitations set forth in this Section 4:

A. **Compliance with Law and Regulations.** The development, use, operation, and maintenance of the Proposed Detached Garage and the Subject Property by the Petitioner must comply with all applicable

City codes and ordinances, as the same have been or may be amended from time to time, except to the extent specifically provided otherwise in this Ordinance.

B. Compliance with Plans. The development, use, and maintenance of the Proposed Detached Garage and the Subject Property shall be in substantial compliance with the following plans below, except for minor changes and site work approved by the Director of the Department of Community and Economic Development in accordance with applicable City codes, ordinances, and standards:

1. The “Project Narrative” consisting of two sheets, prepared by Petitioner, and dated March 16, 2022, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit A**;

2. The “Proposed Site Plan” consisting of one sheet, prepared by WT Group, with a latest revision date of March 9, 2022, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit B**; and

3. The “Proposed Floor, Attic and Roof Plan” consisting of one sheet, prepared by WT Group, with a latest revision date of March 9, 2022, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit C**.

4. The “Proposed Elevations” consisting of two sheets, prepared by WT Group, with a latest revision date of March 9, 2022, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit D**.

C. Additional Conditions. The development, use, and maintenance of the Proposed Detached Garage and the Subject Property shall be subject to and contingent upon compliance with the additional condition as follows:

1. Petitioner must submit all appropriate building permit documents and details as determined necessary by the City for the Proposed Detached Garage, driveway, and sidewalk areas. All permit documents must be sealed and signed by a design professional licensed in the State of Illinois and must comply with all City building codes.

2. The Proposed Detached Garage may not be utilized as a living space or dwelling unit at any time, unless future changes to the Zoning Ordinance would legalize accessory dwelling units

and all necessary permits and approvals are obtained and all necessary work to bring the Proposed Detached Garage into compliance with then-current codes is completed to the City's satisfaction prior to such use.

SECTION 5. EFFECT. This Ordinance authorizes the use and development of the Subject Property in accordance with the terms and conditions of this Ordinance and shall prevail against other ordinances of the City to the extent that any might conflict.

SECTION 6. LIMITATIONS. The Variation will expire 12 months after the City Council's approval of this ordinance unless a building permit is issued and construction commenced in accordance with the terms and conditions of this Ordinance. The Zoning Administrator may extend the Variation if the Petitioner requests an extension in accordance with Section 12-3-6.L of the Zoning Ordinance.

SECTION 7. EFFECTIVE DATE.

A. This Ordinance shall be in full force and effect only after the occurrence of the following events:

1. its passage and approval by the City Council in the manner provided by law;
2. its publication in pamphlet form in the manner provided by law;
3. the filing with the City Clerk by the Petitioner, not less than 60 days after the passage

and approval of this Ordinance, of an unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance, and demonstrating the Petitioner's consent to its recordation. Said unconditional agreement and consent shall be in substantially the form attached to, and by this reference made a part of, this Ordinance as **Exhibit E**; and

4. at the Petitioner's sole cost and expense, the recordation of this Ordinance together with such exhibits as the City Clerk deems appropriate, with the Office of the Cook County Recorder.

B. In the event that the Petitioner does not file with the City Clerk a fully executed copy of the unconditional agreement and consent referenced in Section 7.A.3 of this Ordinance, within 60 days after the date of passage of this Ordinance by the City Council, the City Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

SECTION 8. SEVERABILITY. If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the

remaining portions of the Ordinance.

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

PROJECT NARRATIVE

Site: 1311 E. Prairie Avenue

Major Variation for Detached Garage Height

Petitioners: William Schoenberg and Janet Horton

We, the owners the property, William Schoenberg and Janet Horton, propose to demolish the existing garage and construct a new one. The new garage will allow us to easily park our two cars, as well as provide adequate workshop space for home projects and storage for maintenance and seasonal garden tools and equipment.

The existing home on the property is a 2-story Victorian-style home built in 1893. We purchased this property in 2009. At the time of purchase, the property had been neglected for many years. It was an eyesore and in significant disrepair.

Since that time, we have made significant investment in, and improvements to, our residence. This includes all new windows and exterior doors, new fencing and gate, new siding with Victorian detail, and a new roof. We have researched and restored many of the interior Victorian features, and well as modernized and improved the safety of the interior and exterior of the property.

Additionally, we made landscape and drainage improvements that resulted in our property being named a *2016 Curb Appeal Challenge* winner from the City of Des Plaines and Des Plaines City Council.

We would like to continue our site improvements by building a functional garage that matches the aesthetics of our home. The improvements would also include a new driveway and complementary landscaping. The proposed garage and driveway would meet the square footage, setbacks and lot coverage restrictions in the Des Plaines ordinance. Our petition only requests a height variation so we can build a garage that matches our home's architectural style.

The variation would also allow us to safely access a storage area above parked cars by way of a staircase. This attic space would be used to replace storage for out-of-season tools and equipment currently supplied by an existing unattractive shed on the property. We intend to reside in this home for many years and safe access to the storage area with clearance for headspace is a priority as we continue to age.

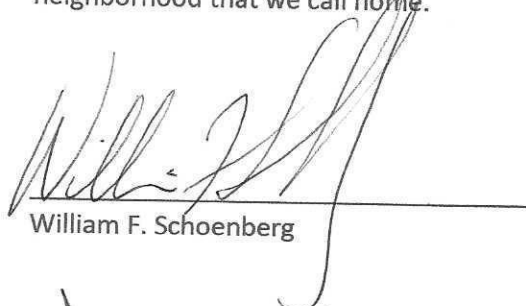
Our residence is located in the historic *Silk Stockings* neighborhood in the downtown area. This neighborhood has a mix of different architectural styles built over the last century. Many of these homes have detached garages that mimic the character of their homes. As such, some of these neighboring garages would also be considered non-conforming with the current garage ordinance. These are attractive properties with cohesive architectural aesthetics. We simply wish to similarly improve our property and contribute to the charm of the neighborhood.

About your applicants:

We not only reside in Des Plaines, we also contribute to the local economy by operating two successful, Des Plaines-licensed businesses: Live Well Properties, LLC and Horton Chiropractic, Ltd.

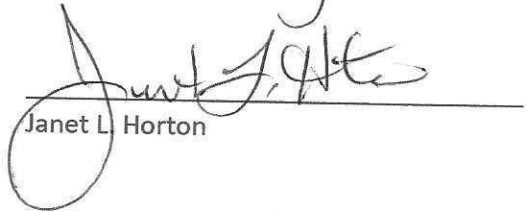
We are active in for-profit and non-profit sectors and have served on numerous boards in our community including the Des Plaines Chamber of Commerce, Life Span, and the Self Help Closet and Pantry of Des Plaines. Dr. Janet also served as 2013 President of the Des Plaines Chamber of Commerce.

We are honored to be part of the fabric of the Des Plaines community and endeavor to serve our neighbors and fellow residents in many ways. This petition for Variation will not only improve the safety and living conditions of our property, but will also contribute to the charm and beauty of the neighborhood that we call home.



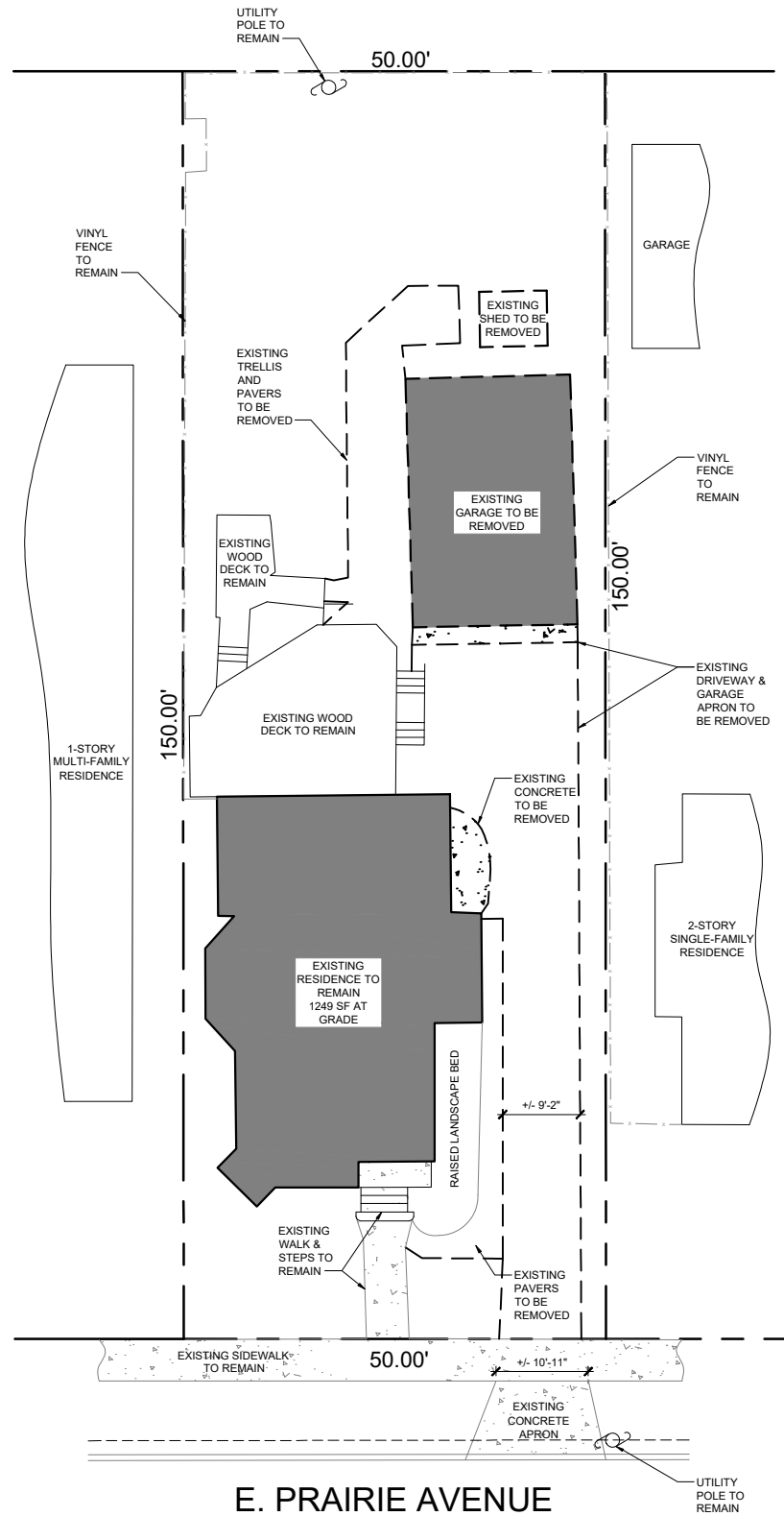
William F. Schoenberg

3-16-22

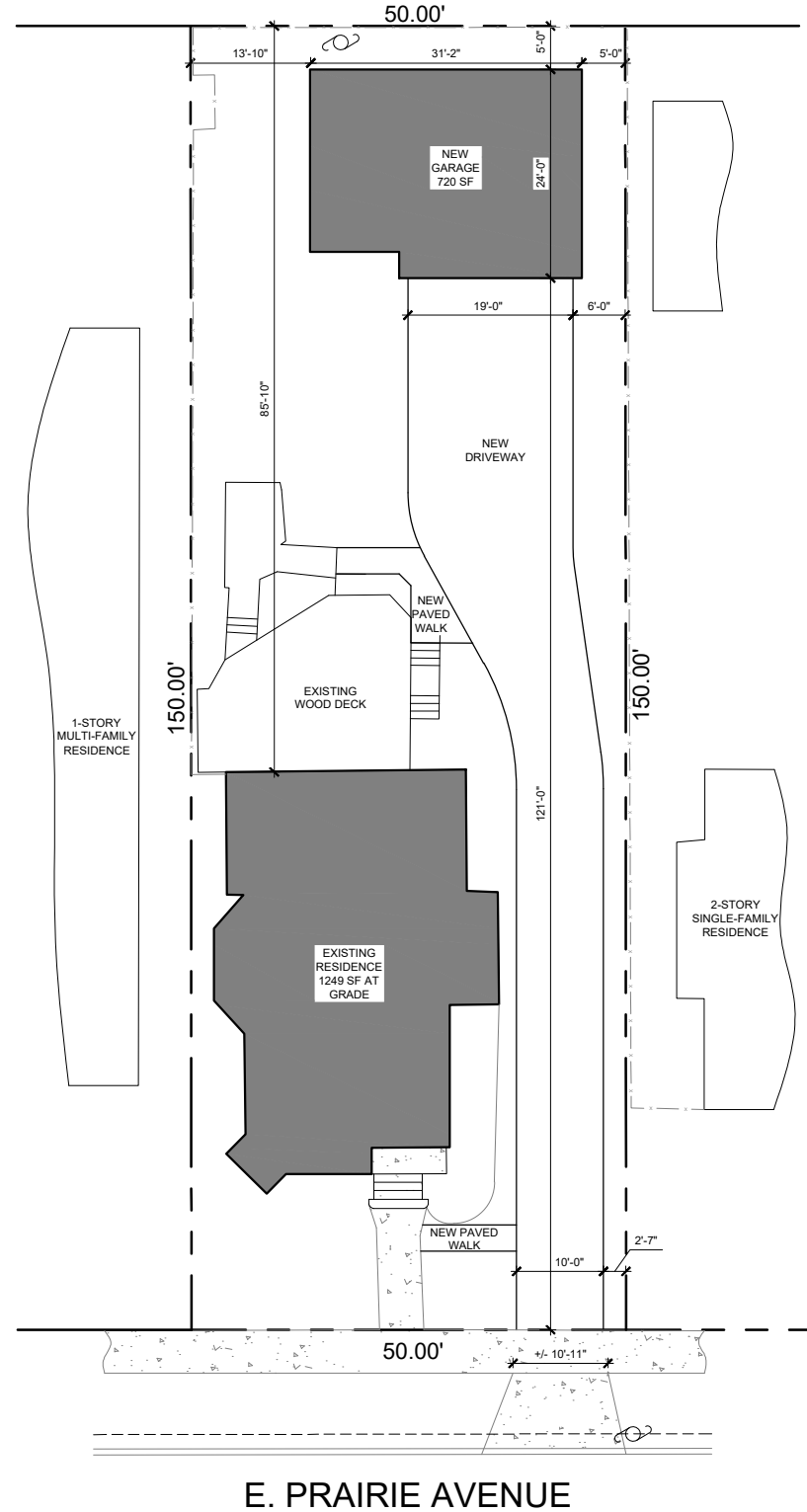


Janet L. Horton

3-16-22



1 EXISTING SITE PLAN
SCALE: 1" = 10'-0"



2 PROPOSED SITE PLAN
SCALE: 1" = 10'-0"



ZONING INFORMATION			
SITE ZONING	MUNICIPALITY / JURISDICTION: CITY OF DES PLAINES EXISTING ZONING: R-1 SINGLE FAMILY RESIDENTIAL PROPOSED ZONING: (SAME - NO CHANGE)		
SITE AREA (SECT. 12-7-2)	LOT AREA: GARAGE AREA: HOUSE AREA (AT GRADE): BUILDING COVERAGE:	ALLOWED 6875 SF MIN. 720 SF N/A 2250 SF MAX (30%)	PROPOSED 7500 SF EXISTING 720 SF 1249 SF EXISTING 1969 SF (26%)
BUILDING HEIGHT (SECT. 12-8-1)	MAIN BUILDING: ACCESSORY:	ALLOWED 35' (2.5 STORIES) 15'	PROPOSED +/- 36'-7' EXISTING 26'-4"
GARAGE SETBACKS (SECT. 12-7-1)	FRONT YARD: SIDE YARD: REAR YARD:	REQUIRED FRONT OF HOUSE 5' MIN. 5' MIN.	PROPOSED 121'-0" 5'-0" 5'-0"
PARKING / DRIVEWAY (SECT. 12-9-6, 12-9-7)	PARKING STALLS: DRIVEWAY WIDTH: DRIVEWAY SETBACK:	REQUIRED 2 MIN. 10' MIN. 32'-5" MAX 2' MIN.	PROPOSED 2 * GUEST 10'-0" MIN. 19'-0" MAX 2'-7" MIN.

WT GROUP
Engineering With Precision, Pace and Passion.
2017 Prairie Avenue, Des Plaines, IL 60018
312.226.0333 | P: 312.226.0444
www.wtgroup.com
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WT Group
Engineering Design Consulting

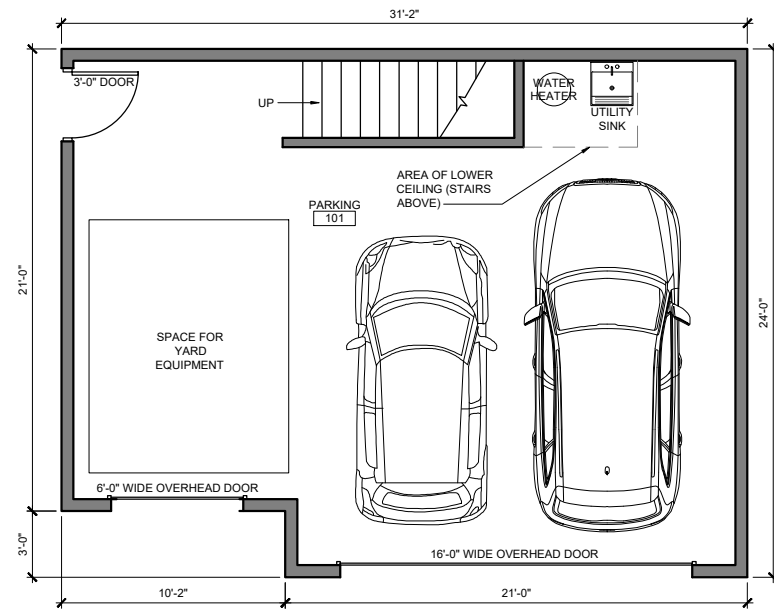
NEW GARAGE
1311 EAST PRAIRIE AVENUE
DES PLAINES, IL 60016
SCHOENBERG & HORTON

ISSUE

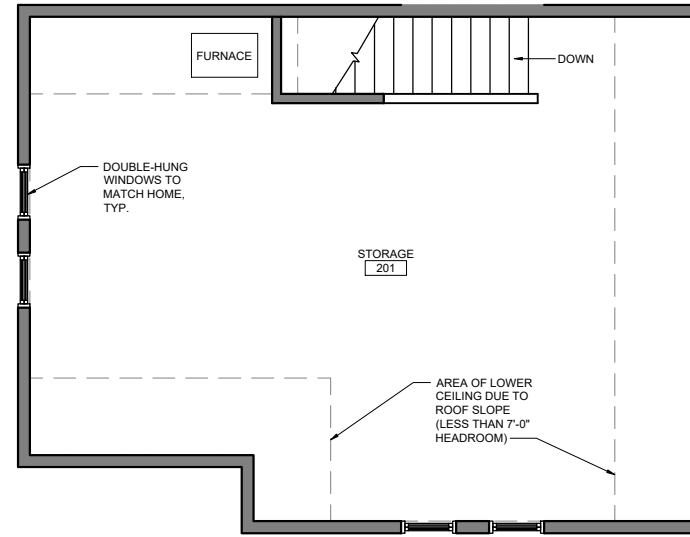
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ZONING	3/9/2022

CHECK: CW
DRAWN: CW, RS
JOB: 2020CW

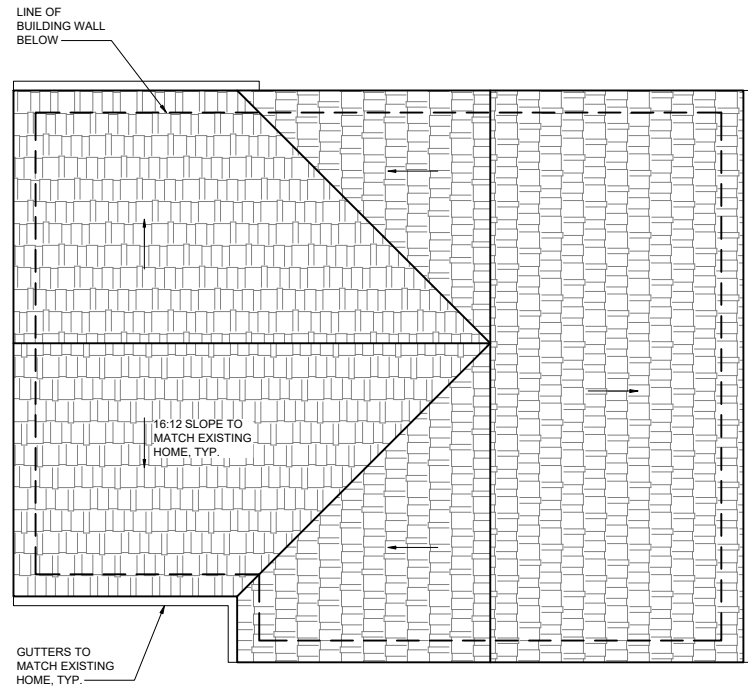
A001
SITE PLAN



1 GARAGE FLOOR PLAN
SCALE: 1/4" = 1'-0"



2 ATTIC STORAGE PLAN
SCALE: 1/4" = 1'-0"



3 ROOF PLAN
SCALE: 1/4" = 1'-0"



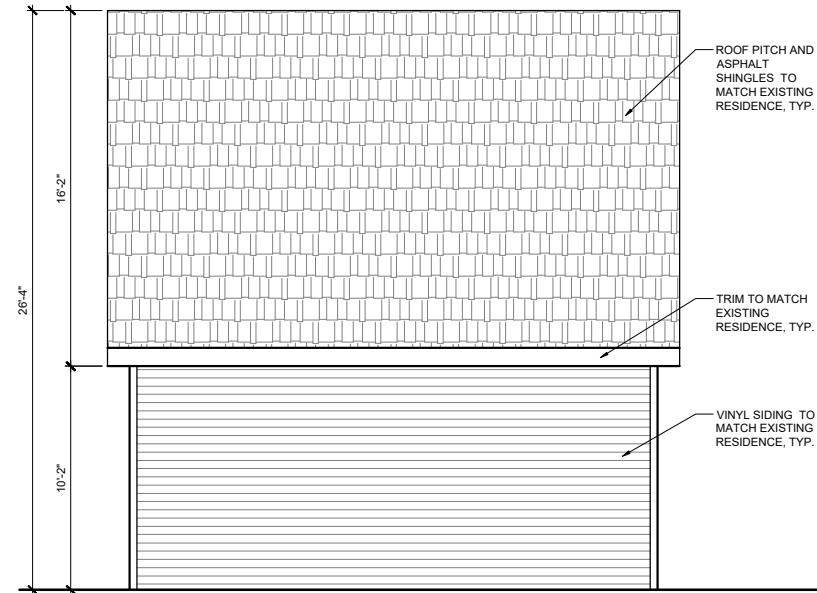
ISSUE

TO	DATE
PRELIM	9/4/2020
ZONING	3/9/2022

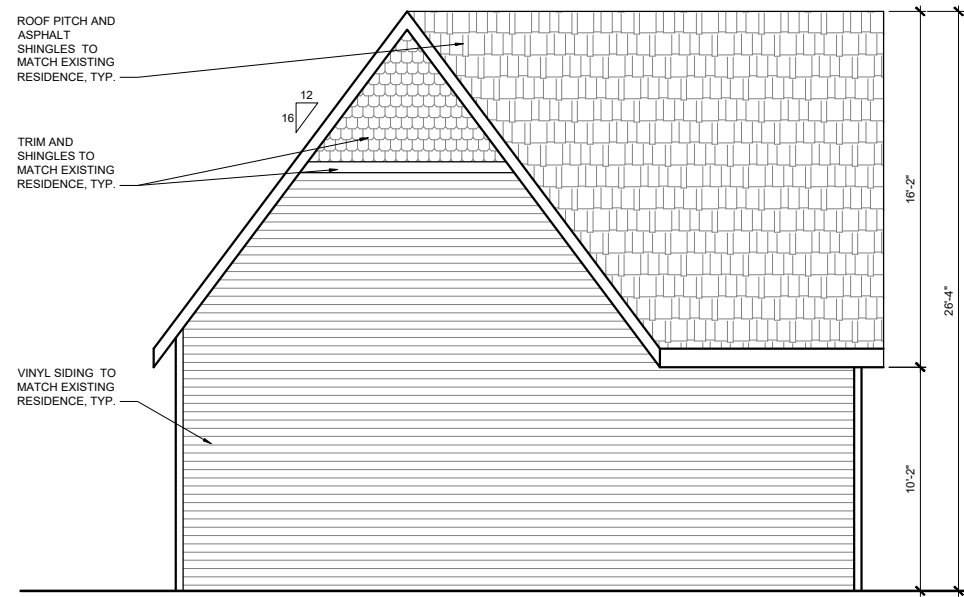
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 DRAWN: CW, RS
 JOB: 2020CW



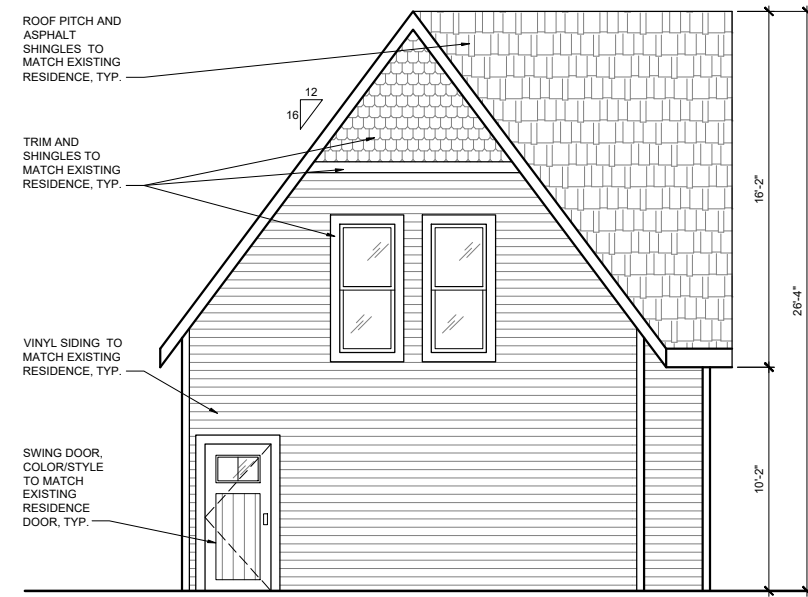
1 FRONT ELEVATION - NORTHEAST
SCALE: 1/4" = 1'-0"



2 NORTHWEST ELEVATION
SCALE: 1/4" = 1'-0"



3 SOUTHWEST ELEVATION
SCALE: 1/4" = 1'-0"



4 SOUTHEAST ELEVATION
SCALE: 1/4" = 1'-0"



1 EXISTING FRONT ELEVATION - NORTHEAST
SCALE: 1/4" = 1'-0"



2 PROPOSED FRONT ELEVATION - NORTHEAST
SCALE: 1/4" = 1'-0"

ISSUE

TO	DATE
PRELIM	9/4/2020
ZONING	3/9/2022

CHECK: CW
 DRAWN: CW, RS
 JOB: 2020CW

EXHIBIT E

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The City of Des Plaines, Illinois ("*City*");

WHEREAS, William F. Schoenberg and Janet L. Horton (collectively, "*Petitioner*") are the owners of the property commonly known as 1311 E. Prairie Avenue, Des Plaines, Illinois ("*Subject Property*"); and

WHEREAS, the Petitioner submitted an application to the City of Des Plaines Department of Community and Economic Development ("*Department*") for a major variation from Section 12-8-1.C of the City of Des Plaines Zoning Ordinance of 1998, as amended ("*Zoning Ordinance*") to allow a detached garage height of 18.25 feet ("*Variation*"); and

WHEREAS, Ordinance No. Z-13-22 adopted by the City Council of the City of Des Plaines on _____, 2022 ("*Ordinance*"), grants approval of the Variation, subject to certain conditions; and

WHEREAS, the Petitioner desires to evidence to the City its unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in said Ordinance, and its consent to recording the Ordinance and this Unconditional Agreement and Consent against the Subject Property;

NOW, THEREFORE, the Petitioner does hereby agree and covenant as follows:

1. Petitioner hereby unconditionally agrees to accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. Z-13-22, adopted by the City Council on _____, 2022.
2. Petitioner acknowledges and agrees that the City is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's review and approval of any plans for the Subject Property, or the issuance of any permits for the use and development of the Subject Property, and that the City's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure Petitioner against damage or injury of any kind and at any time.
3. Petitioner acknowledges that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the procedures required by Section 12-4-7 of the City's Zoning Ordinance are followed.
4. Petitioner agrees to and does hereby hold harmless and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the City's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Subject Property, and (d) the performance by Petitioner of its obligations under this Unconditional Agreement and Consent.
5. Petitioner hereby agrees to pay all expenses incurred by the City in defending itself with regard to any and all of the claims mentioned in this Unconditional Agreement and Consent.

These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the City.

WILLIAM F. SCHOENBERG

SUBSCRIBED and **SWORN** to
before me this _____ day of
_____, 2022.

Notary Public

JANET L. HORTON

SUBSCRIBED and **SWORN** to
before me this _____ day of
_____, 2022.

Notary Public


 COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: May 25, 2022

To: Michael G. Bartholomew, City Manager

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

Cc: Stewart Weiss, Elrod Friedman, General Counsel

Subject: Waiver of Zoning Relief Condition for Compliance and Temporary Abeyance of Enforcement Agreement for Commercial Parking at 3001 Mannheim Road

Issue: The Holiday Inn Express and Suites hotel at 3001 Mannheim Road in the Orchards at O'Hare development has been operating a commercial parking lot use since approximately mid-July 2021, when first documented by City staff. Commercial parking was not one of the approved uses of the planned unit development, the final plat for which was approved by Ordinance Z-18-16 and amended by Ordinances Z-5-19 and Z-10-19. A commercial parking lot also requires a conditional use in the C-3 district.

The City Council passed Resolution R-189-21 on November 15, 2021, to approve a Compliance and Temporary Abeyance of Enforcement Agreement ("**Agreement**") to allow the use to operate through November 15, 2022 or whenever the use could be entitled on a permanent basis. The Agreement required, amongst other obligations, the owners to submit applications for (i) an amendment to the existing planned unit development and (ii) for a conditional use to allow the operation of a commercial parking lot in the C-3 Zoning District (collectively, the "**Modified Entitlements**"). Property ownership and hotel management is no longer interested in conducting commercial parking on a permanent basis but would like to continue to operate the use through November 15, 2022. Consequently, the owners request that the City Council waive the requirement that the owners apply for the Modified Entitlements.

Analysis: The commercial parking use consists of typically non-hotel guests, such as O'Hare Airport travelers, reserving a parking space through third-party apps and websites such as Way.com. The commercial parking is providing an ancillary revenue stream to hotel. The property lies within the O'Hare Corridor Privilege Parking Tax Area and is subject to a \$1 per car daily parking tax. The original agreement, which was signed by property ownership and made effective on November 23, 2021, established the following terms:

- Pay a \$500 fine to settle the initial violation (*Staff Note: This was paid.*);
- Pay \$6,100¹ as an estimated amount of parking tax then due to the City since July, then file with the Finance Department to begin remitting the tax for future activity (*Staff Note: This was paid and ongoing remittances are occurring.*);

¹ Begins with July 15, 2021 and runs through November 15, 2021. Assumes 50 cars, or \$50, per day.
{00126713.2}

- Apply for a Parking Lot Permit from the City as required by Section 7-7-2 of the City’s Code of Ordinances and maintain the permit in good standing at all times when conducting the Commercial Parking (*Staff Note: This permit was obtained.*);
- Confine the commercial parking activity to the hotel parcel and the restaurant parcel in the development;
- Prevent commercial parking from interfering with the parking needs of the hotel or any other development and business activity within the Planned Development Property, avoiding a parking shortage for any existing use within the development;
- Conduct commercial parking only on a hard, all-weather, dustless surface in permanently striped parking spaces, with drive-aisle widths and parking space dimensions that comply with Section 12-9-6 of the Zoning Ordinance;
- Maintain all portions of the Orchards at O’Hare development free of nuisances and undue service demand from the City of Des Plaines, including but not limited to property maintenance code enforcement and public safety (Police and Fire);
- Continue to make all commercially reasonable and diligent efforts to identify and pursue an entity to develop and operate a freestanding restaurant on the restaurant parcel, as contemplated in the Redevelopment Agreement for Orchards at O’Hare; and
- By February 15, 2022, apply to the Department of Community and Economic Development to seek an amendment the planned unit development (PUD) for Orchards at O’Hare and a conditional use for commercial parking.

Property ownership/hotel management did not meet the deadline to apply for the Modified Entitlements and has notified the City that because of tenant interest in the commercial space connected to the hotel, a letter of intent for development of a carwash, and other optimism for continued progress in the development, they do not intend to conduct commercial parking permanently. They would like to conduct the use through November 15, 2022 as originally agreed. Therefore, the owners are asking the City to waive the requirement that they apply for the Modified Entitlements. However, all other terms would remain in effect and be enforceable.

City Council Action: The Council may approve Resolution R-110-22 to waive the requirements of Section 3 of the Agreement that property ownership/hotel management seek an amended PUD and conditional use to allow commercial parking on a permanent basis.

Attachments

Attachment 1: Compliance and Temporary Abeyance of Enforcement Agreement

Resolution

R-110-22

**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 ^{23rd}, 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.

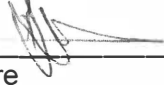
G. Authority to Execute. The City hereby warrants and represents to the Owners that the Person executing this Agreement on its behalf has been properly authorized to do so by the Ordinances of the City of Des Plaines. Prominence and ORE respectively warrant and represent to the City that the Persons 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

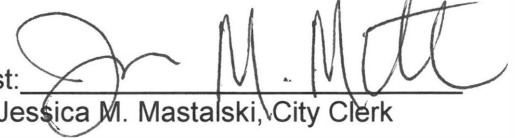
By:  _____
Signature

Rehan Zaib
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 Zaib
Print Name

Its: Manager
Title

CITY OF DES PLAINES

RESOLUTION R - 110 - 22

A RESOLUTION WAIVING THE MODIFIED ENTITLEMENTS REQUIREMENTS OF THE COMPLIANCE AND TEMPORARY ABEYANCE OF ENFORCEMENT AGREEMENT BETWEEN THE CITY OF DES PLAINES, PROMINENCE HOSPITALITY GROUP, AND O'HARE REAL ESTATE LLC.

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

WHEREAS, the City previously entered into that certain Amended and Restated Redevelopment and Economic Incentive Agreement with O'Hare Real Estate, LLC ("**Redevelopment Agreement**") dated as of July 6, 2016 which governs the ongoing redevelopment of certain parcels located at the northwest corner of Mannheim and Higgins Road comprising the Orchards at O'Hare Subdivision ("**Planned Development Property**"); and

WHEREAS, the Redevelopment Agreement required O'Hare Real Estate, LLC ("**ORE**") to redevelop the Planned Development Property with a hotel, a gas station, a car wash, and a restaurant (collectively, the "**Project**") in exchange for certain financial incentives, including (i) reimbursement of certain redevelopment project costs pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/1-74.4-1 *et seq.*); (ii) a partial rebate of sales taxes generated by commercial uses on the Planned Development Property; and (iii) a partial rebate of the City Hotel-Motel Operator's Occupation Tax and the City's O'Hare Corridor Privilege Tax collected from hotel to be constructed on the Planned Development Property (collectively, the "**Financial Incentives**"); and

WHEREAS, after the execution of the Redevelopment Agreement, ORE conveyed a portion of the Planned Development Property designated as the "**Hotel Property**" to Prominence Hospitality Group, LLC ("**Prominence**") which constructed a Holiday Inn Express ("**Hotel**") on the Hotel Parcel; and

WHEREAS, Prominence and ORE (collectively, the "**Owners**") have, since July 2021, conducted a commercial parking operation for cars not associated with guests of the Hotel on both the Hotel Parcel and another portion of the Planned Development Property designated as the "**Restaurant Parcel**" ("**Non-Accessory Commercial Parking**"); and

WHEREAS, on November 23, 2021, the City, ORE, and Prominence entered into that certain "Compliance and Temporary Abeyance of Enforcement Agreement," ("**Compliance Agreement**") which allowed the continued operation of the Non-Accessory Commercial Parking on the Owners' property through November 15, 2022 conditioned on the Owners' compliance with certain requirements and obligations; and

WHEREAS, one of the Agreement’s conditions required the Owners the owners to submit to the City applications for (i) an amendment to the existing planned unit development for the Planned Development Property and (ii) for a conditional use to allow the operation of a commercial parking lot in the C-3 Zoning District (collectively, the “*Modified Entitlements*”); and

WHEREAS, the Owners have determined that they do not plan to continue operating the Non-Accessory Commercial Parking on the Planned Development Property after November 15, 2022 and now request that the City waive the requirement that they apply for the Modified Entitlements set forth in Section 3 of the Compliance Agreement; and

WHEREAS, the City Council has determined that it is in the best interest of the City to waive the requirements set forth in Section 3 of the Compliance Agreement regarding application for the Modified Entitlements;

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. The requirement that the Owners submit applications to the City for the Modified Entitlements is hereby waived. The Owners are released from the requirements and obligations set forth in Section 3 of the Compliance Agreement. All other provisions of the Compliance Agreement shall remain in full force and effect.

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



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: May 25, 2022
To: Michael G. Bartholomew, MCP, LEED-AP, City Manager
From: Timothy Oakley, P.E., CFM, Director of Public Works and Engineering *TO*
Subject: Prairie Avenue at Third Avenue – Multi-way Stop Control

Issue: As part of the January 4, 2022, Staff Traffic Advisory Committee meeting, the Public Works and Engineering Department provided the results of a multi-way stop warrant analysis (pursuant to the Manual on Uniform Traffic Control Devices) by staff for the intersection of Prairie Avenue at Third Avenue. The results determined that a multi-way stop is not warranted at the Prairie/Third intersection. We also recently contracted with Gewalt Hamilton and Associates to perform an independent engineering study under the same guidelines which also determined that the multi-way stop was not warranted. More recently, there was a request to add the item to the City Council agenda for review and discussion by the City Council.

Analysis: The staff warrant analysis and background information are included as Attachment 1 for reference. The Gewalt Hamilton and Associates study is included as Attachment 2. Currently, Third Avenue traffic must stop for Prairie Avenue traffic at the subject intersection with no stop control for Prairie Avenue. However, all traffic (multi-way stops) must stop at both the Prairie Avenue / Fourth Avenue and Prairie Avenue / Second Avenue intersections immediately west and east of the subject intersection. The concern with adding an additional stop along Prairie Avenue (at Third Avenue) in succession (three intersections total) at the unwarranted location is that drivers may refrain from coming to a complete stop at each of the intersections.

Recommendation: If the City Council wishes to proceed with the multi-way stop at the Prairie/Third intersection a draft ordinance affecting the change is attached.

Attachments:

Attachment 1 – January 4, 2022, Staff Traffic Advisory Committee Agenda, Multi-way Stop Warrant Report
Attachment 2 – Gewalt Hamilton and Associates' Multi-way Stop Warrant Analysis Results
Attachment 3 – *The Truth about Residential Speeding* handout, DuPage Mayors and Managers Conference
Ordinance M-19-22

STAFF TRAFFIC ADVISORY COMMITTEE - AGENDA

TUESDAY, JANUARY,4 2022 – 1:15PM (ROOM 101)

1. **Prairie Ave - Request for speeding issues to be revisited.**
2. **Estes Ave (Greco-Maple) – Reported snow plow trucks having issues clearing the snow. Resident is requesting for “No Parking during 2” Snowfall” signs or snow route signs on Estes Ave.**
3. **Oakwood/Walnut Alley (Center-Cora) – Resident is requesting the City to install a stop sign at the alley that is south of the Center/Oakwood intersection.**
4. **Oakwood and Center – Report of drivers failing to stop at the intersection. Resident is requesting flashing lights to be installed on the stop signs.**
5. **1600 Sherwin Ave – Reports of truck drivers on the south side of Sherwin Ave parking for longer than the time period posted. No truck parking signs may need to be added.**
6. **1794 Winthrop Dr – Reports of trucks parking on Winthrop Dr and leaving them for days on the street. Business owner or employee is requesting for “No Truck Parking” signage and a “No Turn Around” sign to be installed near the driveway entrance.**
7. **1565 Webster Ln – Report of drivers having issues passing through Webster Ln due to cars parked on both sides. The resident is requesting parking on one side of the street between Oakton/Webster and Webster/Lincoln.**
8. **Stratford/State and Wolf/Drake – Resident is requesting “No Through” signs at these intersections to help prevent drivers from cutting through to avoid Cumberland Circle.**
9. **S Golf Cul de sac St (Revisited) – Report of limited parking space and inadequate space for garbage trucks and emergency vehicles to pass through.**
10. **Lancaster Ln – Report of limited parking space and requests for permit parking similar to Pennsylvania/Dover.**
11. **Algonquin Rd at Fifth Ave - Resident was involved in a vehicle crash at the intersection of Algonquin/Fifth and requested if a 4-way stop sign could be installed.**
12. **1015 S Wolf Rd – Resident reported congested parking from commuters and is requesting limited parking or prohibiting parking.**
13. **1501 Ridge Lane – Resident reported semi-trucks using Ridge Ln as a cut through for Elmhurst Rd. Requests for a speed bump or converting the street to a one-way.**
14. **Jeannette/Walnut and Oakwood/Jeannette – Reports of drivers parking near crosswalks and making it difficult to see oncoming traffic. Requests for yellow paint on curb or signage restricting parking.**

- 15. Orchard Ct/Greenview Dr - Resident reported drivers blocking the intersection and making it difficult for emergency vehicles to pass through due to cars parked on the corners.**

- 16. Church/Bellaire/Good/Lyman - Reports of speeding through the neighborhood and requests for 20 mph speed limit signs.**

MULTI-WAY STOP WARRANT REPORT

Major Approach: Prairie Ave Minor Approach: Third Ave

A. Temporary Traffic Control Measure

Is there a traffic signal warranted at this intersection and can temporarily serve as a multi-way stop control?

Criteria met? Yes: ___ No:

B. Accidents

Has there been 5 or more crashes reported in a 12-month period that are susceptible to correction by a multiway stop installation? Types of crashes include right- and left-turn collisions as well as right-angle collisions.

Criteria met? Yes: ___ No:

If yes, list dates: _____

C. Volume

Entering volume of all traffic (vehicles, pedestrians, and bicycles) shall be analyzed during the peak eight hours of an average day. These hours do not have to be consecutive.

Date/Hours: Days: 6/8/21 - 6/28/21 Time: 0:00 - 23:59

85th percentile speed of major approach: 28.59 MPH

If ≥ 40 MPH, then the minimum volume thresholds used shall be 70% of their current value, shown as values in parenthesis.

Certain minimum volume thresholds must be met for consideration:

1. Vehicle volume on major approaches must average ≥ 300 (210) vehicles per hour, currently measured at 101.6 veh/hr and
2. All traffic volume on the minor approaches must average ≥ 200 (140) units per hour, for the same period, currently measured at 22 (vehicles), 9 (bikes), and (pedestrians) for a total of 31(traffic units).

Criteria met? Yes: ___ No:

D. Multiple Criteria at Lesser Levels

When no single criterion has been satisfied, but where Criteria B, C.1 and C.2 are satisfied to 80% of the original (non-reduced) values.

Criteria met? Yes: ___ No:

E. Other Conditions

Circle one or more other conditions/concerns:

- 1. There is a need to control left-turn conflicts by a road user; or
- 2. There is a need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes; or
- 3. Locations where a road user, when stopped, cannot see conflicting traffic and is not able to negotiate the intersection unless cross traffic is also required to stop; or
- 4. Location where two residential, collector (through) streets of similar design and characteristics intersect and where a multi-way stop would improve traffic operational characteristics of the intersection.

Criteria met? Yes: ___ No:

- YES**, the findings above do support a recommendation for the installation of a multi-way stop; or
- NO**, the findings above do not support a recommendation for the installation of a multi-way stop.

Reviewed by: Erik Sanchez Date: 11/17/21

- Approved**: This location has met the necessary criteria and a multi-way stop control is warranted.
- Rejected**: This location has not met the necessary criteria and a multi-way stop control is not warranted.

Approved by: Jon Duddles Date: 11-18-21

Comments: Does not meet warrants

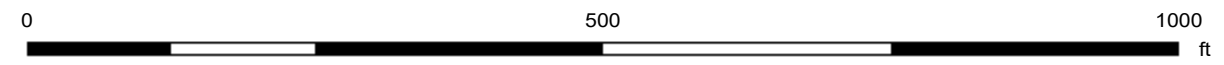


Legend

Street Utilities

Sign Inventory

- Stop Signs
- ▲ Yield Signs



Print Date: 11/18/2021

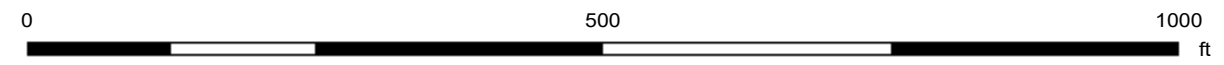
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Notes
First Ave - S Wolf Rd



Legend

- Street Utilities
- Sign Inventory
- Stop Signs



Print Date: 11/18/2021

Notes
First Ave - S Wolf Rd

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.

Memorandum

To: Mr. Jon Duddles, PE, CFM
Assistant Director of Public Works and Engineering
City of Des Plaines

625 Forest Edge Drive, Vernon Hills, IL 60061

TEL 847.478.9700 ■ FAX 847.478.9701

www.gha-engineers.com

From: Dan Brinkman, P.E., PTOE
Nathan Hart

Date: May 25, 2022

Subject: Warrant Study
S 3rd Avenue and E Prairie Avenue
Des Plaines, Illinois

Part I. Project Context

Per your request, GHA has evaluated the above referenced intersection to determine if the existing traffic volumes, operations and crash history meet the threshold criteria as published in the Manual on Uniform Traffic Control Devices (MUTCD) to warrant posting the intersection for Multi-Way or All-Way Stop control.

Briefly summarizing, it is our finding that based on existing traffic patterns and intersection characteristics, a multi-way stop is not warranted at the intersection of S 3rd Avenue and E Prairie Avenue.

Part II. Background Information

Intersection Study Area

Exhibit 1 provides a location map of the intersection and surrounding roadways. *Exhibit 2* provides an aerial photo for context of the subject intersection.

Within the study area, E Prairie Avenue runs east and west. E Prairie Avenue functions, and is classified by IDOT, as a local roadway. S 3rd Avenue is a north-south local roadway, extending from North Avenue south to E Algonquin Road. The intersection is currently posted with stop signs on the north and south approaches of the intersection on S 3rd Avenue. There are sidewalk ramps on all four corners of the intersection. However, only the east and west approaches are marked as crosswalks.

Both roadways provide a single travel lane in each direction. E Prairie Avenue has a posted speed limit of 25-miles per hour (mph), S 3rd Avenue has a posted speed limit of 25-mph in the intersection vicinity as well. On street parking is permitted along both roadways.

Both S 3rd Avenue and E Prairie Avenue are under local, City of Des Plaines, jurisdiction.

Observations

Appendix A provides a photo log of current operations. Key observations include:

- The intersection is generally flat, no vertical curves exist that would compromise sight distance.
- A large tree is present on the southeast corner of the intersection and parkway trees are present along both roadways.
- Existing stop signs are generally located in accordance with the MUTCD guidelines
- Cross traffic does not Stop signage is posted with the Stop signs.

Traffic Data Collection

GHA conducted 13-hour (6:00 AM to 7:00 PM) turning movement counts at the E Prairie Avenue intersection with S 3rd Avenue on Tuesday, May 3, 2022.

Complete data collection results in 15-minute intervals are provided in *Appendix B*.

Crash Analysis

Crash data was obtained from the IDOT Division of Transportation and Safety for the last five calendar years, 2016 through 2020. A request was also made to the City of Des Plaines police department for any newer crash reports. There were no reported crashes for the year 2021 or 2022 to date.

A total of three (3) crashes were reported, one each during the years 2018, 2019 and 2020. All reported crashes were angle crashes, all occurred during daylight hours, only one occurred on wet pavement, and only one crash resulted in an injury.

Crash locations are mapped on *Exhibit 3*.

Part III. Evaluation Criteria

The Illinois Vehicle Code incorporates by reference the federal Manual on Uniform Traffic Control Devices (MUTCD) which standardizes and governs the posting of traffic control devices (e.g. traffic signals, stop signs, roadway information signs, etc.). MUTCD Sections 2B.06 and 2B.07 discuss the installation of Stop Signs and Multi-Way Stop applications respectively. (See *Appendix C*)

The following is an excerpt from Section 2B.07 of the MUTCD,

Multi-Way Stop Applications

The decision to install multiway stop control should be based on an engineering study.

The following criteria should be considered in the engineering study for a multiway STOP sign installation:

- A. Where traffic control signals are justified, the multiway stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.
- B. A crash problem, as indicated by 5 or more reported crashes in a 12-month period that are susceptible to correction by a multiway stop installation. Such crashes include right- and left-turn collisions as well as right-angle collisions.
- C. Minimum volumes:

1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day, and
 2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour, but
 3. If the 85th-percentile approach speed of the major-street traffic exceeds 65 km/h or exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the above values.
- D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

The MUTCD language also includes the following Option:

Other Criteria that may be considered in an engineering study include:

- A. The need to control left-turn conflicts;
- B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;
- C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and
- D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

Crash History Review

As discussed previously crash history for the intersection was reviewed for the years 2016-2020. The frequency and crash type do not meet the minimum requirements for installation of a Multi-Way Stop based on crash history.

Traffic Volume Review

The following Tables summarize the observed traffic volumes by hour and direction along S 3rd Avenue and E Prairie Avenue

Table 1 – May 3, 2022 Traffic Volumes (S 3rd Avenue and E Prairie Avenue)

Time Period	S 3 rd Avenue			E Prairie Avenue		
	Northbound	Southbound	Total	Eastbound	Westbound	Total
7:00-8:00 AM	17	16	33	58	31	89
8:00-9:00 AM	24	26	50	54	37	91
9:00-10:00 AM	11	7	18	32	30	62
10:00-11:00 AM	15	10	25	26	34	60
11:00 AM-12:00 PM	12	8	20	31	34	65
12:00-1:00 PM	15	21	36	38	35	73
1:00-2:00 PM	20	9	29	45	42	87
2:00-3:00 PM	17	10	27	37	57	94
3:00-4:00 PM	41	21	2	71	51	122
4:00-5:00 PM	19	14	33	59	69	128
5:00-6:00 PM	18	15	33	64	69	133
6:00-7:00 PM	10	17	27	52	47	99

As noted above, to warrant the installation of a multi-way stop, minimum volume criteria should be met, including a minimum of 300 vehicles per hour on the main street (E Prairie Avenue) and a corresponding minimum of 200 vehicles per hour on the minor approaches (S 3rd Avenue).

As can be seen in Table 1, none of the 12-hours presented meet the combined minimum volume requirements for a Multi-Way Stop, the largest volume recorded for E Prairie Avenue was 133 vehicles per hour and 62 vehicles per hour for S 3rd Avenue.

Other Criteria Review

- A. Left turns make up a relatively small percentage (less than 2% per approach) of total traffic volumes through the intersection.
- B. While West Park is located approximately 3 blocks to the west along Prairie, and could be considered a pedestrian generator, fewer than 30 pedestrians were observed at the intersection during our 13-hour count.
- C. At the southeast corner of the intersection there is a large tree. This could possibly block the view of oncoming traffic when stopped at the stop sign traveling northbound, but vehicles can “creep” towards the intersection to improve their sight line without fully entering the intersection.
- D. While both E Prairie Ave and S Third Ave are both local roadways, the volume on E Prairie is considerably higher than the volume on S Third Street. E Prairie carries nearly three times the volume of traffic that S Third Street carried during our observations.

Part IV. Findings and Recommendations

Based on our review, GHA finds that an All-Way Stop is not warranted at the intersection of S 3rd Avenue and E Prairie Avenue.

Part V. Technical Addendum

The following *Exhibits* and *Appendices* were previously referenced. They provide technical support for our observations, findings and recommendations discussed in the text.

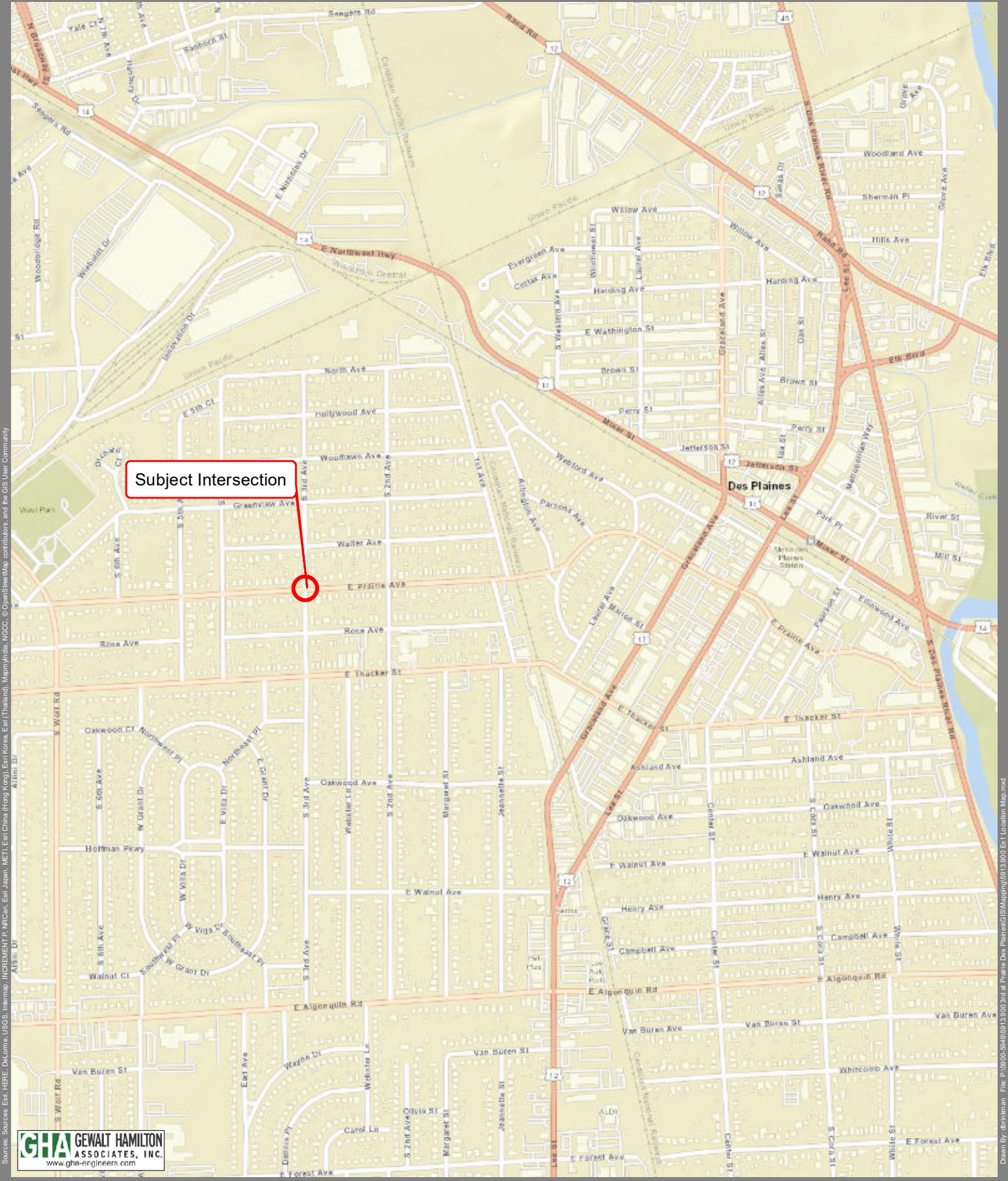
Exhibits

- 1. Location Map
- 2. Intersection Context
- 3. Intersection Crashes

Appendices

- A. Photo Inventory
- B. Traffic Count Summary
- C. MUTCD Excerpt – Stop Sign Warrants

TECHNICAL ADDENDUM



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, Esri Korea, Esri (Thailand), Mapbox, Mapbox, NGCC, © OpenStreetMap contributors, and the GIS User Community

Data by: dbrinkman File: P:\8000-840\9513\8000-3rd at Prairie Des Plaines\GIS\Maping\9513\8000-3rd Location Map.mxd



1 inch = 1,000 Feet

Exhibit 1 - Location Map

S 3rd Avenue at E Prairie Avenue
Des Plaines, Illinois



Sources: Source: Esri, DigitalGlobe, GeoEye, Earthstar, Geographic, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



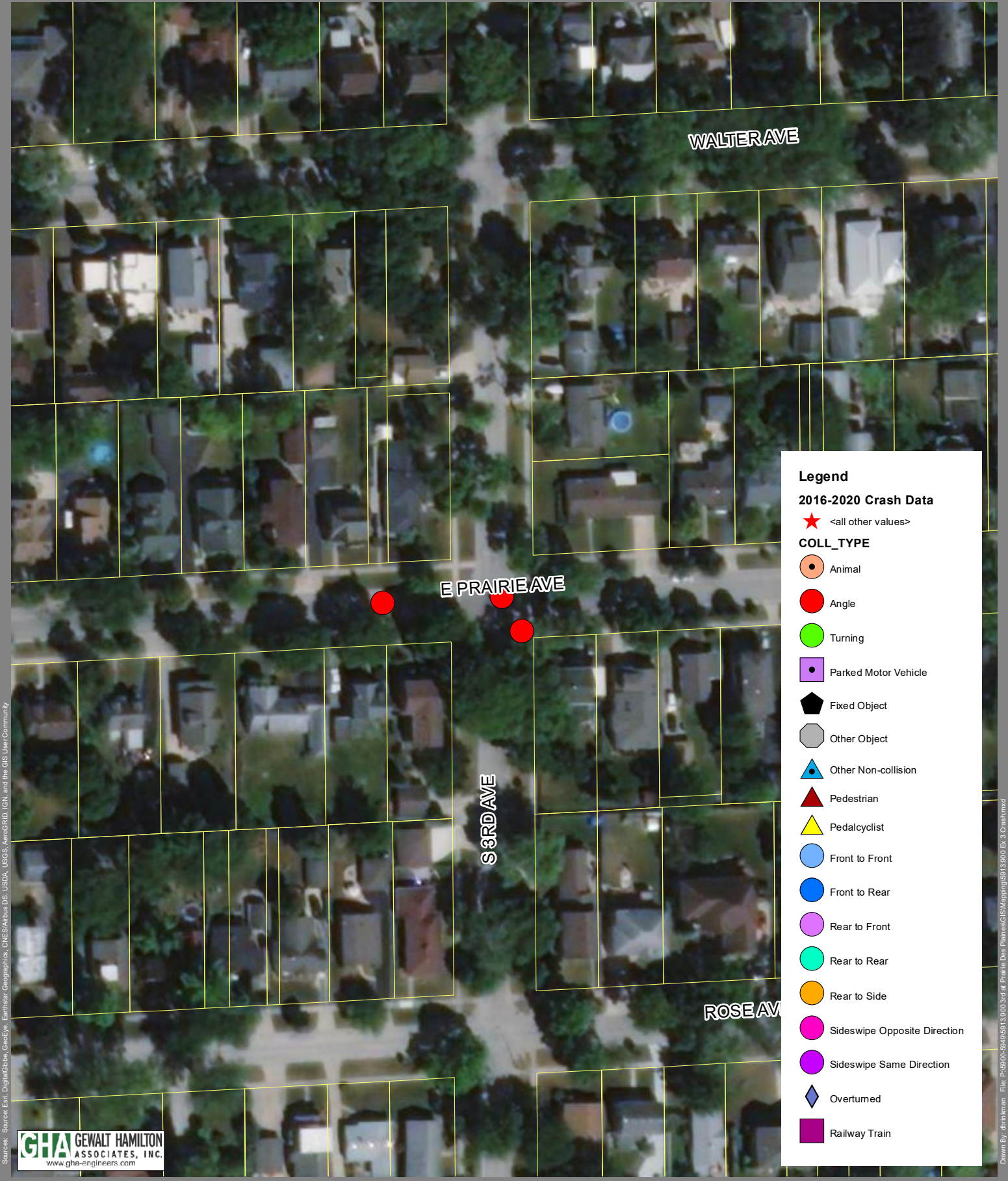
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Exhibit 2 - Intersection Context

S 3rd Avenue at E Prairie Avenue
Des Plaines, Illinois



1 inch = 100 Feet



Legend

2016-2020 Crash Data

- ★ <all other values>

COLL_TYPE

- Animal
- Angle
- Turning
- Parked Motor Vehicle
- ◆ Fixed Object
- ◆ Other Object
- ▲ Other Non-collision
- ▲ Pedestrian
- ▲ Pedalcyclist
- Front to Front
- Front to Rear
- Rear to Front
- Rear to Rear
- Rear to Side
- Sideswipe Opposite Direction
- Sideswipe Same Direction
- ◆ Overturned
- Railway Train

Sources: Source: Esri, DigitalGlobe, GeoEye, Earthstar, Earthstar, Geographic, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

GHA GEWALT HAMILTON ASSOCIATES, INC.
www.gha-engineers.com

Drawn By: dbrinkmann File: P:\5800-5449\5813\000_3rd at Prairie Ave_PrairieGISMapping\5813\000_3rd_Crash.mxd

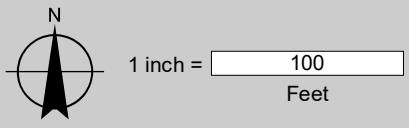


Exhibit 3 - Intersection Crashes

2016-2020 Crash Data
Source: Illinois Department of Transportation



Looking north along S 3rd Ave approaching E Prairie Ave



Looking south along S 3rd Ave from E Prairie Ave



Looking west along E Prairie Ave approaching S 3rd Ave



Looking east along E Prairie Ave from S 3rd Ave



Looking south along S 3rd Ave approaching E Prairie Ave



Looking north along S 3rd Ave from E Prairie Ave



Looking east along E Prairie Ave approaching S 3rd Ave



Looking west along E Prairie Ave from S 3rd Ave



Looking left from north bound stop sign



Looking right from north bound stop sign



Looking left from south bound stop sign



Looking right from south bound stop sign

South 3rd Avenue & East Prairie Avenue
 5913.900 3rd@Prairie Des Plaines
 6AM - 7PM
 GHA Mio

Gewalt Hamilton Associates Inc.
 625 Forest Edge Drive
 Vernon Hills, Illinois, United States 60061
 (847) 478-9700 poster@gha-engineers.com

Count Name: South 3rd Avenue & East Prairie Avenue
 Site Code:
 Start Date: 05/03/2022
 Page No: 1

Turning Movement Data

Start Time	3RD Southbound						Prairie Westbound						3RD Northbound						Prairie Eastbound						Int. Total
	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	
6:00 AM	0	0	0	0	0	0	0	0	1	1	0	2	0	1	3	0	0	4	0	0	2	0	0	2	8
6:15 AM	0	0	1	0	0	1	0	0	6	0	0	6	0	0	1	0	0	1	0	0	7	0	0	7	15
6:30 AM	0	0	1	0	0	1	0	0	8	1	0	9	0	0	2	0	0	2	0	0	13	0	0	13	25
6:45 AM	0	1	3	2	0	6	0	1	9	0	0	10	0	2	1	0	0	3	0	0	6	1	0	7	26
Hourly Total	0	1	5	2	0	8	0	1	24	2	0	27	0	3	7	0	0	10	0	0	28	1	0	29	74
7:00 AM	0	0	2	0	0	2	0	0	5	0	1	5	0	0	2	1	0	3	0	0	8	0	0	8	18
7:15 AM	0	3	1	0	0	4	0	0	9	0	0	9	0	0	2	3	0	5	0	0	6	0	0	6	24
7:30 AM	0	0	2	0	0	2	0	0	5	0	0	5	0	0	3	3	0	6	0	1	13	2	0	16	29
7:45 AM	0	1	7	0	0	8	0	1	11	0	0	12	0	1	2	0	0	3	0	0	27	1	1	28	51
Hourly Total	0	4	12	0	0	16	0	1	30	0	1	31	0	1	9	7	0	17	0	1	54	3	1	58	122
8:00 AM	0	1	4	2	0	7	0	0	12	0	0	12	0	0	3	3	0	6	0	0	12	0	0	12	37
8:15 AM	0	0	5	0	0	5	0	1	9	0	0	10	0	1	4	0	0	5	0	0	13	0	0	13	33
8:30 AM	0	0	8	0	0	8	0	2	6	0	0	8	0	2	2	2	0	6	0	0	16	0	0	16	38
8:45 AM	0	3	3	0	0	6	0	0	7	0	0	7	0	0	4	3	0	7	0	1	10	2	0	13	33
Hourly Total	0	4	20	2	0	26	0	3	34	0	0	37	0	3	13	8	0	24	0	1	51	2	0	54	141
9:00 AM	0	1	2	0	0	3	0	2	10	0	0	12	0	2	0	2	0	4	0	0	12	0	0	12	31
9:15 AM	0	0	0	0	0	0	0	1	4	1	0	6	0	1	1	3	0	5	0	0	9	0	0	9	20
9:30 AM	0	1	0	1	0	2	0	0	3	0	0	3	0	0	0	0	0	0	0	0	5	0	0	5	10
9:45 AM	0	0	2	0	0	2	0	1	8	0	0	9	0	0	1	1	0	2	0	0	5	1	0	6	19
Hourly Total	0	2	4	1	0	7	0	4	25	1	0	30	0	3	2	6	0	11	0	0	31	1	0	32	80
10:00 AM	0	0	3	0	0	3	0	1	8	0	0	9	0	0	4	0	0	4	0	0	5	0	0	5	21
10:15 AM	0	0	2	0	0	2	0	1	5	0	0	6	0	0	1	1	0	2	0	0	5	0	0	5	15
10:30 AM	0	1	0	1	0	2	0	0	6	0	0	6	0	1	3	1	0	5	0	2	7	0	0	9	22
10:45 AM	0	1	1	1	0	3	0	1	11	1	0	13	0	0	2	2	0	4	0	0	6	1	0	7	27
Hourly Total	0	2	6	2	0	10	0	3	30	1	0	34	0	1	10	4	0	15	0	2	23	1	0	26	85
11:00 AM	0	0	2	0	0	2	0	0	8	0	0	8	0	0	1	1	0	2	0	0	8	0	0	8	20
11:15 AM	0	1	0	0	0	1	0	0	7	1	0	8	0	2	1	1	0	4	0	0	6	0	1	6	19
11:30 AM	0	0	3	0	0	3	0	1	5	1	0	7	0	0	3	1	1	4	0	0	8	0	0	8	22
11:45 AM	0	1	1	0	0	2	0	2	9	0	0	11	0	0	1	1	0	2	0	0	8	1	0	9	24
Hourly Total	0	2	6	0	0	8	0	3	29	2	0	34	0	2	6	4	1	12	0	0	30	1	1	31	85
12:00 PM	0	1	4	1	1	6	0	1	3	0	0	4	0	0	1	1	0	2	0	0	7	0	0	7	19
12:15 PM	0	0	9	0	0	9	0	1	7	1	0	9	0	4	2	1	0	7	0	0	10	0	0	10	35
12:30 PM	0	1	4	0	0	5	0	1	10	0	0	11	0	1	1	1	0	3	0	0	11	0	0	11	30
12:45 PM	0	1	0	0	0	1	0	0	10	1	0	11	0	0	1	2	0	3	0	0	10	0	0	10	25
Hourly Total	0	3	17	1	1	21	0	3	30	2	0	35	0	5	5	5	0	15	0	0	38	0	0	38	109
1:00 PM	0	0	1	0	0	1	0	0	7	0	0	7	0	1	4	0	0	5	0	1	12	5	0	18	31
1:15 PM	0	1	0	2	0	3	0	2	8	0	0	10	0	1	0	2	0	3	0	1	8	1	0	10	26
1:30 PM	0	0	0	0	1	0	0	2	12	1	0	15	0	1	4	3	0	8	0	1	8	0	0	9	32

Appendix B - Traffic Data

1:45 PM	0	1	3	1	0	5	0	0	10	0	0	10	0	2	1	1	0	4	0	0	8	0	0	8	27
Hourly Total	0	2	4	3	1	9	0	4	37	1	0	42	0	5	9	6	0	20	0	3	36	6	0	45	116
2:00 PM	0	0	0	0	0	0	0	1	9	0	0	10	0	0	3	0	0	3	0	0	6	0	0	6	19
2:15 PM	0	0	0	0	0	0	0	3	14	0	1	17	0	0	4	2	0	6	0	1	8	1	2	10	33
2:30 PM	0	1	3	0	1	4	0	2	13	1	0	16	0	0	2	1	0	3	0	0	13	0	0	13	36
2:45 PM	0	1	4	1	0	6	0	1	13	0	0	14	0	1	2	2	0	5	0	0	8	0	0	8	33
Hourly Total	0	2	7	1	1	10	0	7	49	1	1	57	0	1	11	5	0	17	0	1	35	1	2	37	121
3:00 PM	0	0	2	1	0	3	0	1	8	0	0	9	0	2	6	0	0	8	0	0	20	0	0	20	40
3:15 PM	0	0	11	1	1	12	0	2	9	0	0	11	0	1	6	1	0	8	0	3	10	0	2	13	44
3:30 PM	0	0	2	0	0	2	0	1	12	1	0	14	0	6	4	1	0	11	0	2	21	2	0	25	52
3:45 PM	0	0	4	0	0	4	0	0	17	0	0	17	0	1	3	10	1	14	0	1	11	1	1	13	48
Hourly Total	0	0	19	2	1	21	0	4	46	1	0	51	0	10	19	12	1	41	0	6	62	3	3	71	184
4:00 PM	0	0	2	2	0	4	0	0	12	2	0	14	0	0	3	1	0	4	0	0	12	1	0	13	35
4:15 PM	0	1	3	0	1	4	0	0	18	1	1	19	0	0	2	1	0	3	0	0	14	0	0	14	40
4:30 PM	0	1	2	0	0	3	0	0	17	1	0	18	0	2	3	3	0	8	0	0	15	2	1	17	46
4:45 PM	0	0	2	1	2	3	0	2	13	3	0	18	0	1	2	1	0	4	0	0	14	1	0	15	40
Hourly Total	0	2	9	3	3	14	0	2	60	7	1	69	0	3	10	6	0	19	0	0	55	4	1	59	161
5:00 PM	0	1	2	2	1	5	0	1	14	0	0	15	0	1	3	2	0	6	0	0	15	1	1	16	42
5:15 PM	0	0	2	0	0	2	0	1	18	1	0	20	0	0	0	3	0	3	0	0	23	1	1	24	49
5:30 PM	0	0	1	1	3	2	0	2	12	0	0	14	0	0	3	3	0	6	0	2	7	2	0	11	33
5:45 PM	0	1	3	2	0	6	0	0	18	2	0	20	0	0	3	0	0	3	0	0	10	3	0	13	42
Hourly Total	0	2	8	5	4	15	0	4	62	3	0	69	0	1	9	8	0	18	0	2	55	7	2	64	166
6:00 PM	0	0	4	1	0	5	0	0	12	0	0	12	0	2	4	0	0	6	0	1	13	0	0	14	37
6:15 PM	0	1	2	0	0	3	0	1	12	2	0	15	0	1	1	0	0	2	0	0	10	0	0	10	30
6:30 PM	0	0	4	0	0	4	0	0	14	0	0	14	0	0	1	1	0	2	0	1	15	1	0	17	37
6:45 PM	0	1	4	0	1	5	0	0	6	0	0	6	0	0	0	0	2	0	0	0	10	1	0	11	22
Hourly Total	0	2	14	1	1	17	0	1	44	2	0	47	0	3	6	1	2	10	0	2	48	2	0	52	126
Grand Total	0	28	131	23	12	182	0	40	500	23	3	563	0	41	116	72	4	229	0	18	546	32	10	596	1570
Approach %	0.0	15.4	72.0	12.6	-	-	0.0	7.1	88.8	4.1	-	-	0.0	17.9	50.7	31.4	-	-	0.0	3.0	91.6	5.4	-	-	-
Total %	0.0	1.8	8.3	1.5	-	11.6	0.0	2.5	31.8	1.5	-	35.9	0.0	2.6	7.4	4.6	-	14.6	0.0	1.1	34.8	2.0	-	38.0	-
Lights	0	27	125	21	-	173	0	38	489	23	-	550	0	37	113	71	-	221	0	17	532	31	-	580	1524
% Lights	-	96.4	95.4	91.3	-	95.1	-	95.0	97.8	100.0	-	97.7	-	90.2	97.4	98.6	-	96.5	-	94.4	97.4	96.9	-	97.3	97.1
Mediums	0	1	3	2	-	6	0	2	10	0	-	12	0	4	3	1	-	8	0	0	13	1	-	14	40
% Mediums	-	3.6	2.3	8.7	-	3.3	-	5.0	2.0	0.0	-	2.1	-	9.8	2.6	1.4	-	3.5	-	0.0	2.4	3.1	-	2.3	2.5
Articulated Trucks	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0
% Articulated Trucks	-	0.0	0.0	0.0	-	0.0	-	0.0	0.0	0.0	-	0.0	-	0.0	0.0	0.0	-	0.0	-	0.0	0.0	0.0	-	0.0	0.0
Bicycles on Road	0	0	3	0	-	3	0	0	1	0	-	1	0	0	0	0	-	0	0	1	1	0	-	2	6
% Bicycles on Road	-	0.0	2.3	0.0	-	1.6	-	0.0	0.2	0.0	-	0.2	-	0.0	0.0	0.0	-	0.0	-	5.6	0.2	0.0	-	0.3	0.4
Bicycles on Crosswalk	-	-	-	-	2	-	-	-	-	0	-	-	-	-	-	-	0	-	-	-	-	-	2	-	-
% Bicycles on Crosswalk	-	-	-	-	16.7	-	-	-	-	0.0	-	-	-	-	-	-	0.0	-	-	-	-	-	20.0	-	-
Pedestrians	-	-	-	-	10	-	-	-	-	3	-	-	-	-	-	-	4	-	-	-	-	-	8	-	-
% Pedestrians	-	-	-	-	83.3	-	-	-	-	100.0	-	-	-	-	-	-	100.0	-	-	-	-	-	80.0	-	-

Section 2B.06 STOP Sign Applications

Guidance:

- 01 *At intersections where a full stop is not necessary at all times, consideration should first be given to using less restrictive measures such as YIELD signs (see Sections 2B.08 and 2B.09).*
- 02 *The use of STOP signs on the minor-street approaches should be considered if engineering judgment indicates that a stop is always required because of one or more of the following conditions:*
- A. *The vehicular traffic volumes on the through street or highway exceed 6,000 vehicles per day;*
 - B. *A restricted view exists that requires road users to stop in order to adequately observe conflicting traffic on the through street or highway; and/or*
 - C. *Crash records indicate that three or more crashes that are susceptible to correction by the installation of a STOP sign have been reported within a 12-month period, or that five or more such crashes have been reported within a 2-year period. Such crashes include right-angle collisions involving road users on the minor-street approach failing to yield the right-of-way to traffic on the through street or highway.*

Support:

- 03 The use of STOP signs at grade crossings is described in Sections 8B.04 and 8B.05.

Section 2B.07 Multi-Way Stop Applications

Support:

- 01 Multi-way stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Safety concerns associated with multi-way stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multi-way stop control is used where the volume of traffic on the intersecting roads is approximately equal.
- 02 The restrictions on the use of STOP signs described in Section 2B.04 also apply to multi-way stop applications.

Guidance:

- 03 *The decision to install multi-way stop control should be based on an engineering study.*
- 04 *The following criteria should be considered in the engineering study for a multi-way STOP sign installation:*
- A. *Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.*
 - B. *Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.*
 - C. *Minimum volumes:*
 1. *The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and*
 2. *The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but*
 3. *If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.*
 - D. *Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.*

Option:

- 05 Other criteria that may be considered in an engineering study include:
- A. The need to control left-turn conflicts;
 - B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;
 - C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and
 - D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

THE TRUTH ABOUT RESIDENTIAL SPEEDING

By LYNN MONTEL, Executive Director, DuPage Mayors and Managers Conference

Many communities are faced with ever mounting citizen complaints regarding the perception of excessive speeding on local streets. Too often, however, the municipal response is to artificially lower speed limits or install unwarranted stop signs in the mistaken belief that this will solve the problem. In fact, such "solutions" actually encourage a general disrespect for traffic regulations leading to non-compliance and reduced safety. As a means to dispel some of the myths and misconceptions that surround the speeding issue, the DuPage Mayors and Managers Conference prepared a full-color public information brochure titled the "Truth About Speeding in Residential Areas" and a companion report on the **Management of Vehicle Speeds on Residential Streets**.

How are speed limits determined?

Accepted engineering practice in the United States uses the concept of "prevailing speed" as the basis for posting speed limits. This is the speed that most drivers (typically 85%) find safe and reasonable for given roadway conditions. While at first glance this may seem like allowing the "wolf to guard the chicken coop", studies have shown that setting speed limits based on prevailing speed minimizes accidents and keeps violation rates at levels that can reasonably be enforced.

In Illinois, municipalities must comply with State Statutes on the establishment of speed limits. The State regulations, however, allow for prevailing speed to be adjusted downward to reflect frequent driveway access, high pedestrian volumes and high accident experience. The State of Illinois also permits 20 mph speed zones to be posted and enforced where school children are present.

What is a safe speed limit on residential streets?

Follow-up studies of pedestrian/vehicle accidents have shown that the risk of pedestrian fatality or severe spinal injury in the event of a collision with a motor vehicle increases dramatically when vehicle speeds exceed the 25-30 mph range.

In addition, the geometrical layout (curvature and width) of subdivision streets recommended by the Institute of Transportation Engineers is designed for safe operating speeds of 25 mph to 30 mph. Most local streets are designed for speeds in this range.

If we lower speed limits won't drivers drive slower?

A common misconception is that if speed limits are set well below the normal range, then vehicle speeds will drop accordingly. Before-and-after studies from Illinois and across the country, however, have concluded that artificially lowering speed limits has generally no effect on the speed at which motorists choose to drive. In many cases speeds actually increased, making traffic law violators out of even the most safe and careful drivers.

Why not install stop signs to slow traffic?

Multiway stops are intended to be used when the volume of vehicles and pedestrians is so high on intersecting streets (approximately 2,000 to 4,500 movements per day) that there is not a sufficient number of gaps between vehicles to safely enter the intersection. Stop signs are not intended for, and are not effective in, the control of speeds on residential streets.

Again, data from Illinois and other states shows that the effect of a stop sign on reducing speed is limited to a short distance around the sign itself (150 to 200 feet). Speeds often increase beyond this point as motorists "make up for lost time." Where stop signs have been incorrectly installed as speed control measures, studies have documented much greater rates of abuse of the stop control where cars do not stop or make a roll stop. No parent wants his or her children relying on an unwarranted stop sign that motorists consistently disobey. Many communities have removed unwarranted stop signs because of these safety problems in addition to the increased noise, air pollution, and fuel consumption, that is generated.

Why not enforce the speed limits we already have?

One of the most effective methods for reducing speeds is through selective enforcement of speed limits on consecutive days. Unfortunately the traditional police/radar gun approach is manpower intensive and costly. A community's budget limits the number of streets that can be routinely and effectively covered by the police department. New technology such as photographic radar may one day assist municipal governments in making speed enforcement less costly.

Are there other options?

In many cases the problem of speeding is really a concern with too much traffic on the local street. This problem becomes more pronounced when through traffic spills over onto local streets to avoid arterial traffic congestion. Continued efforts of government agencies at all levels is needed to keep our major transportation system capacity in balance with the traffic demand generated from land development. In addition, experience seems to indicate that narrowing the roadway through reductions in building setback from the street, right-of-way, pavement width, and landscaping helps create a "tunnel" effect which gives drivers the sensation of going faster than they really are, thereby keeping speeds down. In general, municipalities may discourage excessive speeds in new subdivisions by avoiding the overdesign of streets and eliminating "cut-through" opportunities in street layout. As older, existing streets are rehabilitated it may be possible to incorporate similar speed reduction concepts.

Conclusion

There is no single magic solution to solving the problems of excessive speeds on local streets. In fact, various long-term studies have shown that residents will never be fully satisfied with either the volume or the speed of traffic in their neighborhoods.

The installation of unwarranted stop signs and artificially low speed limits **will not reduce excessive speeding** but will increase accident potential for both motorists and pedestrians, while giving concerned residents a false sense of security for their neighborhood traffic safety. Police enforcement, especially with state-of-the-art equipment and the assistance of resident involvement can be effective in enforcing better speed limit compliance on streets with chronic speeding problems.

For a sample copy of the DuPage Mayors and Managers Conference's brochure and order form contact the Conference at: 1220 Oak Brook Road, Oak Brook, IL 60521. The Conference is a council of 33 municipal governments in DuPage County, Illinois. •

CITY OF DES PLAINES

ORDINANCE M - 19 - 22

AN ORDINANCE AMENDING CHAPTER 5 OF TITLE 7 OF THE CITY OF DES PLAINES CITY CODE REGARDING STOP SIGNS AT THE INTERSECTION OF PRAIRIE AVE. AND SOUTH THIRD AVE.

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

WHEREAS, Chapter 5 of Title 7 of the City of Des Plaines City Code, as amended, ("*City Code*") regulates stop signs throughout the City; and

WHEREAS, the City desires to amend Section 7-5-4 of the City Code to designate the existing two-way stop intersection of Prairie Avenue and South Third Avenue as a four-way stop intersection ("*Amendments*"); and

WHEREAS, the City Council has determined that it is in the best interest of the City to adopt the Amendments as set forth in this Ordinance;

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

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

SECTION 2: STOP STREETS. Section 7-5-4, titled "Stop Streets," of Chapter 5, titled "One-Way, Stop and Yield Streets," of Title 7, titled "Motor Vehicles and Traffic," of the City Code is hereby amended as follows:

"7-5-4: STOP STREETS:

It shall be unlawful for a vehicle traveling on a stop street to enter a through street without first coming to a complete stop and yielding the right of way to any traffic moving on the through street.

B. Two-Way Stop Streets: The streets listed in this subsection in column A are designated two-way stop streets. It shall be unlawful for any person driving a vehicle on a street listed in column A to enter upon a through street listed in column B without first coming to a complete stop and yielding the right of way to traffic moving on the street listed in column B; those streets listed in column A shall be stop streets for traffic upon the through streets listed in column B and shall yield right of way to traffic moving upon those streets listed in column B.

Column A Stop Street	Column B Through Street
* * *	* * *
Third Avenue (north & southbound)	Greenview Avenue
Third Avenue (north & southbound)	Prairie Avenue
Third Avenue (north & southbound)	Thacker Street
* * *	* * *

* * *

D. Four-Way Stop Streets: The streets listed in this subsection in columns A and B are designated four-way stop streets, respectively. It shall be unlawful for any person driving a vehicle on a street listed in column A to enter upon a corresponding street listed in column B, without first coming to a complete stop and yielding the right of way to traffic moving on the street listed in column B; and, likewise, those streets listed in column B shall be stop streets for traffic moving on column A:

Column A	Column B
* * *	* * *
Plainfield Drive (north & southbound)	Howard Avenue
<u>Prairie Avenue (east & westbound)</u>	<u>Third Avenue</u>
Prairie Avenue (east & westbound)	Pearson Street
* * *	* * *

* * *

SECTION 3. SEVERABILITY. If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

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

[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 Amending City Code to Add Multi-Way Stop at Center and Oakwood