



## **CITY COUNCIL AGENDA**

Tuesday, September 6, 2022

Closed Session – 6:00 p.m.

Regular Session – 7:00 p.m.

Room 102

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### **CALL TO ORDER**

#### **CLOSED SESSION**

PROBABLE OR IMMINENT LITIGATION  
PERSONNEL  
SALE OF PROPERTY  
PURCHASE OR LEASE OF PROPERTY  
LITIGATION

#### **REGULAR SESSION**

ROLL CALL  
PRAYER  
PLEDGE OF ALLEGIANCE

#### **PROCLAMATION**

SUICIDE PREVENTION AWARENESS MONTH  
HISPANIC HERITAGE 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. **FIRST READING – ORDINANCE M-24-22:** Approving a New Class H-1 (Restaurant Dining Room, Beer & Wine Only for On-Site Consumption Only) Liquor License for Keing Corporation d/b/a Sushi Chicago Sushi at 574 East Oakton Street
2. **FIRST READING – ORDINANCE M-25-22:** Approving a New Class M (Gas Station Retail Only for Off-Site Consumption Only) Liquor License for S&S Marathon, Inc., d/b/a Golf Mart at 10 W. Golf Road
3. Approving a Change of Ownership for a Class B – Bulk Retail Sales Only Liquor License for GoGo Food & Liquor, Inc., 1185 Elmhurst Road
4. Approving a Change of Ownership for a Class M – Gas Station Retail Only Liquor License for ANSH & ANVI Corporation d/b/a 7-Eleven #30101C, 825 W. Oakton Street
5. **RESOLUTION R-148-22:** Supporting an Application for Grant Funds to the Illinois Transportation Enhancement Program (ITEP) for the S-Curve Ped-Bike Underpass and Algonquin Road Grade Separation Projects
6. **RESOLUTION R-149-22:** Awarding the Demolition Contract for Properties Located at 1374, 1384, 1392-1396 Oakton Street to KLF Enterprises, Inc., Markham, Illinois in the Amount of \$123,690. Budgeted Funds – TIF #8/Miscellaneous Contractual Services.
7. **RESOLUTION R-150-22:** Approving an Intergovernmental Agreement with the Metropolitan Water Reclamation District (MWRD) Regarding a Confined Space Entry Permit
8. Minutes/Regular Meeting – August 15, 2022

**UNFINISHED BUSINESS**

1. **SECOND READING – ORDINANCE M-22-22:** Consideration to Enter into a Purchase and Sale Agreement for 1332 Webford Avenue

**NEW BUSINESS**

1. **FINANCE & ADMINISTRATION** – Alderman Artur Zadrozny, Chair
  - a. Warrant Register in the Amount of \$6,707,530.71 – **RESOLUTION R-151-22**
  - b. Consideration of Amendments to the Investment Policy for the City of Des Plaines – **RESOLUTION R-152-22**

2. COMMUNITY DEVELOPMENT – Alderman Malcolm Chester, Chair
  - a. Consideration of a Zoning Text Amendment Regarding Outdoor Storage of Finished Products and Display of Finished Products for Trade Contractor Uses in the C-3 District – **FIRST READING – ORDINANCE Z-25-22**
  - b. Consideration of a Conditional Use Amendment for a Trade Contractor Use to Allow Outdoor Storage of Finished Products and Display of Finished Products at 1628 Rand Road – **FIRST READING – ORDINANCE Z-26-22**
  - c. Consideration of Major Variations for Building Sign Area and Electronic Message Board Location and Area at 1628 Rand Road – **FIRST READING – ORDINANCE Z-27-22**

**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: August 25, 2022  
To: Aldermen  
From: Andrew Goczkowski, Mayor AG..  
Cc: Michael G. Bartholomew, City Manager  
Subject: Proclamation

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At the beginning of the September 6, 2022 City Council Meeting, we will be issuing a Proclamation declaring the month of September as Suicide Prevention Awareness Month.



**OFFICE OF THE MAYOR**

**CITY OF**

**DES PLAINES, ILLINOIS**

**WHEREAS**, September is recognized as Suicide Prevention Month, a time when millions of people around the world join their voices to raise awareness of suicide prevention, treatment and recovery; and

**WHEREAS**, suicidal thoughts do not discriminate and affect anyone regardless of age, gender, race, sexual orientation, income level, religion or background; and

**WHEREAS**, we encourage all community members to seek education about the warning signs of suicide, the value of preventative measures and the best methods to support those in need; and

**WHEREAS**, the Substance Abuse and Mental Health Services Administration recently implemented the 9-8-8 hotline to help people nationwide who are experiencing a mental health crisis and receive access to valuable resources; and

**WHEREAS**, the City of Des Plaines has demonstrated its commitment to end the tragedy of suicide among residents and their families by engaging in public awareness activities designed to prevent suicide and help educate, as well as connecting staff and citizens with resources.

Now, therefore, I, ANDREW GOCZKOWSKI, MAYOR OF THE CITY OF DES PLAINES, do hereby proclaim September in the City of Des Plaines as

**SUICIDE PREVENTION AWARENESS MONTH**

*Dated this 6<sup>th</sup> day of September, 2022*

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*Andrew Goczowski, Mayor*



OFFICE OF THE MAYOR

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

MEMORANDUM

Date: August 25, 2022  
To: Aldermen  
From: Andrew Goczkowski, Mayor AG..  
Cc: Michael G. Bartholomew, City Manager  
Subject: Proclamation

---

At the beginning of the September 6, 2022 City Council Meeting, we will be issuing a Proclamation declaring September 15 to October 15, 2022 as Hispanic Heritage Month.

**OFFICE OF THE MAYOR**  
**CITY OF**  
**DES PLAINES, ILLINOIS**

***WHEREAS***, we honor the contributions Hispanics have made throughout our history, and we highlight an important part of the rich diversity that keeps the Des Plaines community strong; and

***WHEREAS***, since 1988 the United States observes National Hispanic Heritage Month from September 15 through October 15, commemorating the independence of Chile, Costa Rica, El Salvador, Guatemala, Honduras, Mexico and Nicaragua; and

***WHEREAS***, with over 60 million Hispanic Americans residing in the United States, Hispanic Americans make up the largest minority group in the nation and make up more than 18% of Des Plaines residents; and

***WHEREAS***, recognizing Hispanic Heritage Month provides us with the opportunity to acknowledge the contributions of our Hispanic community that add to the character and vitality of the City of Des Plaines by fueling our culture and economy through entrepreneurship and industry, the arts, education, healthcare services, and beyond; and

***WHEREAS***, the City of Des Plaines is committed to supporting the rights of all citizens. We will continue to be an inclusive community in which our citizens and visitors are respected and welcomed.

Now, therefore, I, ANDREW GOCZKOWSKI, MAYOR OF THE CITY OF DES PLAINES, do hereby proclaim September 15, 2022 - October 15, 2022 in the City of Des Plaines as

**HISPANIC HERITAGE MONTH**

*Dated this 6<sup>th</sup> day of September, 2022*

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*Andrew Goczowski, Mayor*





OFFICE OF THE MAYOR

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

MEMORANDUM

Date: August 8, 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

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

Keing Corporation dba Sushi Chicago Sushi  
574 E Oakton St  
Class H-1 – Restaurant Dining Room – Beer & Wine Only  
(on-site consumption only)  
- New Increase from 8 to 9

The complete application packet is on file in the Community and Economic Development Department. The required posting will be completed August 16, 2022 and all necessary fees have been secured.

This request will come before you on the Consent Agenda of the City Council meeting of Tuesday, September 6, 2022.

A blue ink signature of Andrew Goczkowski, consisting of stylized, overlapping loops and strokes.

Andrew Goczkowski  
Mayor  
Local Liquor Commissioner

Attachments: Ordinance M-24-22  
Application Packet

**CITY OF DES PLAINES**

**ORDINANCE M - 24 - 22**

**AN ORDINANCE AMENDING THE CITY CODE TO ADD  
ONE CLASS “H-1” LIQUOR LICENSE.**

**WHEREAS**, Keing Corporation, d/b/a Sushi Chicago Sushi ("***Applicant***"), applied to the Department of Community and Economic Development for a Class H-1 liquor license for the premises commonly known as 574 East 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 H-1 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 amend the City Code to add one Class H-1 liquor license and grant the Applicant a Class H-1 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 H-1 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 H-1	8 9	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 H-1 Liquor License for Keing Corporation dba Sushi Chicago Sushi



## 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: Sushi Chicago Sushi  
Address: 574 E. Oakton St. Des Plaines, IL Zip: 60018  
Mailing Address: 574 E. Oakton St. Dept: \_\_\_\_\_  
City: Des Plaines St: IL Zip: 60018  
Email: chicagoramen578@gmail.com Phone#: 847-813-5647  
Day/Hours of Operations: Monday: 11am-3pm Tuesday: Closed Wednesday: 11am-3pm  
5pm-9pm Thursday: 11am-3pm Friday: 11am-3pm Saturday: 11am-3pm Sunday: 11am-3pm  
5pm-9pm 5pm-9pm 5pm-9pm 5pm-9pm

#### CLASSIFICATION

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

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

Title: Owner / CEO % of Stock: 100%

Name: Kenta Ikehata

Title: \_\_\_\_\_ % of Stock: \_\_\_\_\_

Name: \_\_\_\_\_

Has either the President, Vice-President, Secretary or any officer ever plead guilty, been found guilty, received supervision, plead nolo contendere (no contest) to any felony under Federal, State, County or Municipal law, statute or ordinance? ☒ NO ☐ YES – Attach documentation identifying the charge, finding, court branch and docket #

**ADDITIONAL INFORMATION**

Does the applicant own the property or premises of the business?



NO



YES

If NO, please provide name/address of the property owner and expiration date of the executed lease:

JJOS Property LLC / 1010 Hillside Dr. Northbrook, IL 60062 / Apr. 30th, 2026

Is any elected City Official, County Commission or County Board member affiliated directly or indirectly with the applicant/business?



NO



YES

If YES, please provide name, position and a detailed description to the particulars:

Has any officer, owner or stockholder of the of the corporation or business obtained a liquor license for another location?



NO



YES

If YES, please provide name, location and disposition/status of each:

Has any officer, owner or stockholder of the of the corporation or business had a liquor license revoked for another location?



NO



YES

If YES, please provide name, location and reason for revocation of each:

**AFFIDAVIT**

The undersigned swears and affirms that I have read and understand the Liquor code of the City of Des Plaines and that the corporation and/or business name on this application and its employees will not violate any of the municipal codes, IL State Statutes or governmental laws, in conduct of the place of business described herein. The statements contained in the application are true and correct to the best of my knowledge.

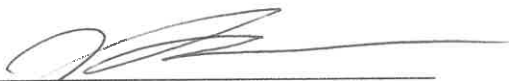
K. I INITIALS

Either an owner, manager or bartender with alcohol awareness training, whom has been fingerprinted and background checked with the Des Plaines Police Department and has been placed on file with the Local Liquor Commissioner will be on duty at all times during the sale and serving of alcohol on the premises.

K. I INITIALS

I acknowledge that any changes to the information on file during the time frame of the current liquor license period must be immediately reported to the Local Liquor Commissioner. Failure to comply may result in immediate suspension of the Liquor License, additional fines up to \$10,000 for each violation, revocation of the Liquor License and/or denial to renew for a Liquor License for the next time frame period.

K. I INITIALS

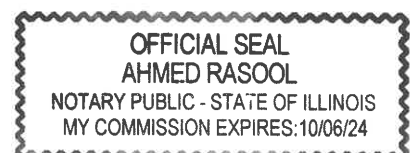
  
\_\_\_\_\_  
Signature of Owner

Kenta Ikehata  
\_\_\_\_\_  
Print Name

SUBSCRIBED and SWORN to before me this

7 day of JUNE, 2022

  
\_\_\_\_\_  
NOTARY PUBLIC (STAMP SEAL BELOW)





FORM **BCA 2.10**  
**ARTICLES OF INCORPORATION**  
Business Corporation Act

Filing Fee \$150

File # 73000076

Approved By BLA

FILED

NOV 16 2020

Jesse White  
Secretary of State

1. Corporate Name: KEING CORPORATION

2. Initial Registered Agent: BUSINESS FILINGS INCORPORATED

First Name	Middle Initial	Last Name
Initial Registered Office: <u>600 S 2ND ST STE 104</u>		
Number	Street	Suite No.
<u>SPRINGFIELD</u>	<u>IL</u>	<u>62704-2550</u>
City	ZIP Code	County
		<u>SANGAMON</u>

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
<u>COMMON</u>	<u>2000</u>	<u>2000</u>	<u>\$ 20</u>

**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>NOVEMBER 16</u>	<u>2020</u>	<u>173 N MAIN ST #400</u>	
Month & Day	Year	Street	
<u>KERRY WALSH</u>	<u>SAYVILLE</u>	<u>NY</u>	<u>11782</u>
Name	City/Town	State	ZIP Code

This document was generated electronically at [www.cyberdriveillinois.com](http://www.cyberdriveillinois.com)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Charmjoun Insurance & Financial Services 6131 Orangethorpe Ave., Suite 250  Buena Park CA 90620		<b>CONTACT NAME:</b> Charmjoun Insurance <b>PHONE (A/C, No. Ext):</b> (562) 475-0110 <b>E-MAIL ADDRESS:</b> info@charmjoun.com <b>FAX (A/C, No):</b> (562) 475-0113	
<b>INSURED</b> Keing Corporation DBA Chicago Sushi 574 E. Oakton St. Des Plaines IL 60018		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> AMGUARD INS CO <b>INSURER B:</b> EMPLOYERS PREFERRED INS CO <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 42390 10346	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			KEBP384652	06/01/2022	06/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 <u>Liquor Liability</u> \$ \$1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> Y N/A						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

\* Liquor consumption on premises

Location) 574 E. Oakton St Des Plaines, IL 60018

**CERTIFICATE HOLDER****CANCELLATION**Local Liquor Commissioner  
1420 Miner Street  
Des Plaines, IL 60016

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2016 ACORD CORPORATION. All rights reserved.

**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

**KEING CORPORATION**

**DBA: SUSHI CHICAGO SUSHI**

**574 E OAKTON ST  
DES PLAINES IL 60018-1950**

**Loc. Code: 016-0015-1-002**

**Des Plaines  
Cook County**

**Expiration Date:  
1/1/2023**

**Certificate of Registration**

Sales and use taxes and fees

(4383-5651)

**ILLINOIS REVENUE**

*[Signature]*  
Director

OFFICIAL DOCUMENT

**Issued Date: 11/02/2021**



OFFICE OF THE MAYOR

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

MEMORANDUM

Date: August 9, 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:

S & S Marathon Inc dba Golf Mart  
10 W Golf Rd  
Class M – Gas Station Retail Only (off-site consumption only)  
New Increase from 10 to 11

The complete application packet is on file in the Community and Economic Development Department. The required posting will be completed August 23, 2022 and all necessary fees have been secured.

This request will come before you on the Consent Agenda of the City Council meeting of Tuesday, September 6, 2022.

A blue ink signature of Andrew Goczkowski, consisting of stylized cursive letters.

Andrew Goczkowski  
Mayor  
Local Liquor Commissioner

**Attachments:** Ordinance M-25-22  
Application Packet

**CITY OF DES PLAINES**

**ORDINANCE M - 25 - 22**

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

**WHEREAS**, S & S Marathon, Inc., d/b/a Golf Mart ("***Applicant***"), applied to the Department of Community and Economic Development for a Class M liquor license for the premises commonly known as 10 West Golf Road Road, Des Plaines, Illinois ("***Premises***") pursuant to Chapter 4 of Title 4 of the Des Plaines City Code ("***City Code***"); and

**WHEREAS**, the City desires to issue one Class M 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 amend the City Code to add one Class M liquor license and grant the Applicant a Class M 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 M 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 M	<del>40</del> 11	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 M Liquor License for S & S Marathon Inc dba Golf Mart 10 West Golf Road



## 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: S & S Marathon Inc. dba GOLF MART

Address: 10 W Golf rd Des Plaines IL Zip: 60016

Mailing Address: 10 W Golf rd Dept: \_\_\_\_\_

City: Des Plaines St: IL Zip: 60016

Email: c.samawi@yahoo.com Phone#: 9524570057

Day/Hours of Operations: Monday: 10:30 AM 11 P.M. Tuesday: 10:30 AM 11 P.M. Wednesday: 10:30 AM 11 P.M.  
Thursday: 10:30 AM 11 P.M. Friday: 10:30 AM 11 P.M. Saturday: 10:30 AM 12 midnight Sunday: 12 Noon 11 P.M.

#### **CLASSIFICATION**

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

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

Title: Owner/President % of Stock: 100

Name: Shawket Samawi

Title: \_\_\_\_\_ % of Stock: \_\_\_\_\_

Name: \_\_\_\_\_

Has either the President, Vice-President, Secretary or any officer ever plead guilty, been found guilty, received supervision, plead nolo contendere (no contest) to any felony under Federal, State, County or Municipal law, statute or ordinance? ☒ NO ☐ YES – Attach documentation identifying the charge, finding, court branch and docket #



### ADDITIONAL INFORMATION

Does the applicant own the property or premises of the business? ☐ NO ☒ YES  
If NO, please provide name/address of the property owner and expiration date of the executed lease:

---

Is any elected City Official, County Commission or County Board member affiliated directly or indirectly with the applicant/business? ☒ NO ☐ YES  
If YES, please provide name, position and a detailed description to the particulars:

---

Has any officer, owner or stockholder of the of the corporation or business obtained a liquor license for another location? ☒ NO ☐ YES  
If YES, please provide name, location and disposition/status of each:

---

Has any officer, owner or stockholder of the of the corporation or business had a liquor license revoked for another location? ☒ NO ☐ YES  
If YES, please provide name, location and reason for revocation of each:

---

### AFFIDAVIT

The undersigned swears and affirms that I have read and understand the Liquor code of the City of Des Plaines and that the corporation and/or business name on this application and its employees will not violate any of the municipal codes, IL State Statutes or governmental laws, in conduct of the place of business described herein. The statements contained in the application are true and correct to the best of my knowledge.

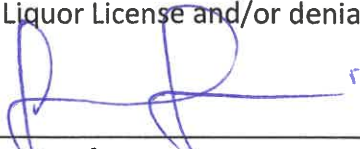
S.S. INITIALS

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.

S.S. 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.

S.S. INITIALS

  
Signature of Owner

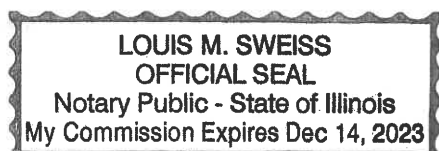
Shawket Samawi  
Print Name

SUBSCRIBED and SWORN to before me this

31st day of JUNE, 2022



NOTARY PUBLIC (STAMP SEAL BELOW)





FORM **BCA 2.10**  
**ARTICLES OF INCORPORATION**  
Business Corporation Act

Filing Fee: \$150

File #: 73117593

Approved By: AKM

**FILED**  
**JAN 14 2021**  
**Jesse White**  
**Secretary of State**

1. Corporate Name: S & S MARATHON, INC.

2. Initial Registered Agent: SHAWKAT SAMAWI

First Name	Middle Initial	Last Name
Initial Registered Office: <u>12118 SOMERSET RD</u>		
<u>ORLAND PARK</u>	<u>IL</u>	<u>60467-1126</u>
City	State	ZIP Code
		<u>WILL</u>
		County

3. Purposes for which the Corporation is Organized:

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

4. Authorized Shares, Issued Shares and Consideration Received:

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

**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>JANUARY 14</u>	<u>2021</u>	<u>12118 SOMERSET RD</u>
Month & Day	Year	Street
<u>SHAWKAT SAMAWI</u>	<u>ORLAND PARK</u>	<u>IL</u>
Name	City/Town	State
		<u>60467</u>
		ZIP Code

This document was generated electronically at [www.cyberdriveillinois.com](http://www.cyberdriveillinois.com)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/9/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Nihad Agency, Inc. 1042 Sterling Ave Unit 217 Flossmoor IL 60422		<b>CONTACT</b> NAME: Nihad Batarsch PHONE (A/C, No, Ext): (708) 357-7770 E-MAIL ADDRESS: agent@assurancechoices.com FAX (A/C, No):	
<b>INSURED</b> S & S Marathon Inc. 10 W GOLF RD DES PLAINES IL 60016		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Northfield Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOG OTHER:	Y	Y	WS511647	06/08/2022	06/08/2023	EACH OCCURRENCE \$ 10000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10000 MED EXP (Any one person) \$ 500 PERSONAL & ADV INJURY \$ 100000 GENERAL AGGREGATE \$ 200000 PRODUCTS - COM/OP AGG \$ 200000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED RETENTION \$ OCCUR CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Liquor Liability</b>	Y	Y	WS511647	06/08/2022	06/08/2023	10000

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

City Of Des Plains as additional insured.

**CERTIFICATE HOLDER****CANCELLATION**

City Of Des Plains 1420 Miner St Des Plaines IL 60016	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/9/2022

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**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Nihad Agency, Inc. 1042 Sterling Ave Unit 217 Flossmoor IL 60422	<b>CONTACT NAME:</b> Nihad Batarseh <b>PHONE (A/C, No, Ext):</b> (708) 357-7770 <b>E-MAIL ADDRESS:</b> agent@assurancechoices.com <b>FAX (A/C, No):</b>
<b>INSURED</b> S & S Marathon Inc 10 W GOLF RD DES PLAINES IL 60016	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Northfield Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	WS511647	06/08/2022	06/08/2023	EACH OCCURRENCE \$ 100000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10000 MED EXP (Any one person) \$ 500 PERSONAL & ADV INJURY \$ 100000 GENERAL AGGREGATE \$ 200000 PRODUCTS - COM/OP AGG \$ 200000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			WS511647	06/08/2022	06/08/2023	100000

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

State Of Illinois as additional insured.

**CERTIFICATE HOLDER****CANCELLATION**

State Of Illinois 100 W Randolph Suite 7-89 Chicago IL 60601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---

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ACORD 25 (2016/03)

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

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

**Des Plaines  
Cook County**

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

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

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

**Illinois Business Authorization**

**S & S MARATHON INC**

**10 W GOLF RD**  
**DES PLAINES IL 60016-2471**

Expiration Date:  
**2/8/2023**

**Certificate of Registration**

Sales and use taxes and fees

Loc. Code: 016-0015-1-001

**Des Plaines**  
**Cook County**

(4389-2116)

ILLINOIS REVENUE

*[Signature]*  
Director

Issued Date: **12/10/2021**

OFFICIAL DOCUMENT



OFFICE OF THE MAYOR

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

MEMORANDUM

Date: August 8, 2022  
To: Honorable Aldermen  
From: Andrew Goczkowski, Local Liquor Commissioner  
Cc: Vickie Baumann, Permit Technician, Registration & License Division  
Subject: Liquor License Request for a New Ownership for an Existing Liquor License

---

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

GoGo Food & Liquor Inc  
1185 Elmhurst Rd  
Class B – Bulk Retail Sales only (off-site consumption only)  
No New Increase

The complete application packet is on file in the Community and Economic Development Department. The required posting will be completed August 23, 2022 and all necessary fees have been secured.

This request will come before you on the Consent Agenda of the City Council meeting of Tuesday September 6, 2022.

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

Andrew Goczkowski  
Mayor  
Local Liquor Commissioner

Attachments: Application Packet





## APPLICATION FOR A LIQUOR LICENSE

**BUSINESS INFORMATION**

Name: GOGO Food & Liquor, Inc.  
Address: 1185 Elmhurst Rd, Des Plaines, IL ~~60016~~ Zip: 60016  
Mailing Address: 262 Bay Dr, ~~Itasca, IL~~ Dept: \_\_\_\_\_  
City: Itasca St: IL Zip: 60143  
Email: gogofoodandliquor@gmail.com Phone#: 847-219-0924  
Day/Hours of Operations: Monday: 10am-11:30pm Tuesday: 10am-11:30pm Wednesday: 10am-11:30pm  
Thursday: 10am-11:30pm Friday: 10am-12am Saturday: 10am-12am Sunday: 10am-11pm

**CLASSIFICATION**

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

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

Title: President % of Stock: 50  
Name: Young Ahn  
Title: Vice - President % of Stock: 50  
Name: Ji Min Park

Has either the President, Vice-President, Secretary or any officer ever plead guilty, been found guilty, received supervision, plead nolo contendere (no contest) to any felony under Federal, State, County or Municipal law, statute or ordinance? ☒ NO ☐ YES – Attach documentation identifying the charge, finding, court branch and docket #

### ADDITIONAL INFORMATION

Does the applicant own the property or premises of the business? ☒ NO ☐ YES

If NO, please provide name/address of the property owner and expiration date of the executed lease:

Elmhurst Road Properties c/o Key Investment & Management, Inc. Exp Lease: 8/31/2025

1263 S. Highland Ave., Suite 2W, Lombard, IL 60148

Is any elected City Official, County Commission or County Board ☒ NO ☐ YES

member affiliated directly or indirectly with the applicant/business?

If YES, please provide name, position and a detailed description to the particulars:

Has any officer, owner or stockholder of the of the corporation ☒ NO ☐ YES  
or business obtained a liquor license for another location?

If YES, please provide name, location and disposition/status of each:

Has any officer, owner or stockholder of the of the corporation ☒ NO ☐ YES  
or business had a liquor license revoked for another location?

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.

YA 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.

YA INITIALS

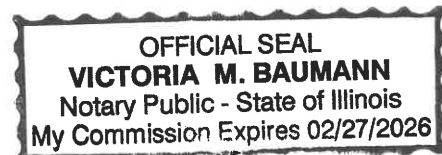
I acknowledge that any changes to the information on file during the time frame of the current liquor license period must be immediately reported to the Local Liquor Commissioner. Failure to comply may result in immediate suspension of the Liquor License, additional fines up to \$10,000 for each violation, revocation of the Liquor License and/or denial to renew for a Liquor License for the next time frame period.

YA INITIALS

SUBSCRIBED and SWORN to before me this

11<sup>th</sup> day of July, 2022

Victoria M. Baumann  
NOTARY PUBLIC (STAMP SEAL BELOW)



Signature of Owner

Young Ahn

Print Name

FORM **BCA 2.10**  
**ARTICLES OF INCORPORATION**  
Business Corporation Act

Filing Fee: \$150

File #: 73691877

Approved By: BLA

**FILED**

**MAR 30 2022**

**Jesse White**  
**Secretary of State**

1. Corporate Name: GOGO FOOD & LIQUOR, INC.

2. Initial Registered Agent: YOUNG AHN

First Name

Middle Initial

Last Name

Initial Registered Office: 262 BAY DR

Number

Street

Suite No.

ITASCA

IL

60143-1298

DU PAGE

City

ZIP Code

County

3. Purposes for which the Corporation is Organized:

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

4. Authorized Shares, Issued Shares and Consideration Received:

Class	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
COMMON	1000000	100000	\$ 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 MARCH 30, 2022  
Month & Day Year

YOUNG AHN

Name

262 BAY DR

Street

ITASCA

IL

60143

City/Town

State

ZIP Code

*This document was generated electronically at [www.ilsos.gov](http://www.ilsos.gov)*





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/8/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> Alpha Insurance Solutions, LLC 1431 Opus Pl Ste 110 Downers Grove IL 60515		<b>CONTACT NAME:</b> Asma Syed <b>PHONE (A/C, No, Ext):</b> (877) 392-5742 <b>FAX (A/C, No):</b> (630) 884-8812 <b>E-MAIL ADDRESS:</b> info@alphainsol.com	
<b>INSURED</b> GoGo Food and Liquor Inc 1185 ELMHURST RD DES PLAINES IL 60016		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> HANOVER INSURANCE GROUP <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Z2C J072860 00	09/01/2022	09/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>LIQUOR LIABILITY</b>	Y	Z2C J072860 00	09/01/2022	09/01/2023	LIMIT \$1,000,000

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

Certificate holder added as additional insured

**CERTIFICATE HOLDER****CANCELLATION**

Des Plaines Illinois

1420 Miner St.

Des Plaines, IL 60016

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Asma Syed

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

If not, contact us immediately.

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**

**GOGO FOOD & LIQUOR, INC.**

**1185 ELMHURST RD**  
**DES PLAINES IL 60016-5608**

Expiration Date:  
**6/1/2023**

**Certificate of Registration**  
Sales and use taxes and fees

Loc. Code: 016-0015-1-001

**Des Plaines**  
**Cook County**

(4442-4701)

ILLINOIS REVENUE

*[Signature]*  
Director

OFFICIAL DOCUMENT

Issued Date: **06/09/2022**



OFFICE OF THE MAYOR

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

MEMORANDUM

Date: August 9, 2022  
To: Honorable Aldermen  
From: Andrew Goczkowski, Local Liquor Commissioner  
Cc: Vickie Baumann, Permit Technician, Registration & License Division  
Subject: Liquor License Request for a New Ownership for an Existing Liquor License

---

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

ANSH & ANVI Corporation dba 7-Eleven #30101C  
825 W Oakton St  
Class M – Gas Station Retail Only (off-site consumption only)  
No New Increase

The complete application packet is on file in the Community and Economic Development Department. The required posting will be completed August 24, 2022 and all necessary fees have been secured.

This request will come before you on the Consent Agenda of the City Council meeting of Tuesday September 6, 2022.

A blue ink signature of Andrew Goczkowski, consisting of stylized, flowing letters.

Andrew Goczkowski  
Mayor  
Local Liquor Commissioner

Attachments: Application Packet



## LOCAL LIQUOR COMMISSIONER

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

### APPLICATION FOR A LIQUOR LICENSE

#### BUSINESS INFORMATION

Name: ANSH & ANVI Corporation d/b/a 7-Eleven #30101C  
Address: 825 W. Oakton St., Des Plaines IL Zip: 60018  
Mailing Address: 825 W. Oakton St. Dept: \_\_\_\_\_  
City: Des Plaines St: IL Zip: 60018  
Email: sejup420@gmail.com Phone#: (847) 312-3847  
Day/Hours of Operations: Monday: <24 hours/7 days a week> Tuesday: \_\_\_\_\_ Wednesday: \_\_\_\_\_  
Thursday: \_\_\_\_\_ Friday: \_\_\_\_\_ Saturday: \_\_\_\_\_ Sunday: \_\_\_\_\_

#### CLASSIFICATION

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

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

Title: President/Secretary % of Stock: 100  
Name: Sejal 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? ☒ NO ☐ YES – Attach documentation identifying the charge, finding, court branch and docket #

### ADDITIONAL INFORMATION

Does the applicant own the property or premises of the business? ☒ NO ☐ YES  
If NO, please provide name/address of the property owner and expiration date of the executed lease:

---

Is any elected City Official, County Commission or County Board member affiliated directly or indirectly with the applicant/business? ☒ NO ☐ YES  
If YES, please provide name, position and a detailed description to the particulars:

---

Has any officer, owner or stockholder of the of the corporation or business obtained a liquor license for another location? ☒ NO ☐ YES  
If YES, please provide name, location and disposition/status of each:

---

Has any officer, owner or stockholder of the of the corporation or business had a liquor license revoked for another location? ☒ NO ☐ YES  
If YES, please provide name, location and reason for revocation of each:

---

### AFFIDAVIT

The undersigned swears and affirms that I have read and understand the Liquor code of the City of Des Plaines and that the corporation and/or business name on this application and its employees will not violate any of the municipal codes, IL State Statutes or governmental laws, in conduct of the place of business described herein. The statements contained in the application are true and correct to the best of my knowledge.

SP 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.

SP 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.

SP INITIALS

  
Signature of Owner

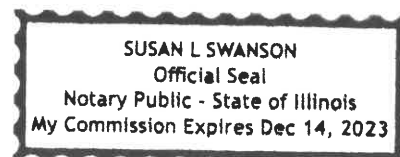
Sijal Patel  
Print Name

SUBSCRIBED and SWORN to before me this

28<sup>th</sup> day of June, 20 22



NOTARY PUBLIC (STAMP SEAL BELOW)



FORM **BCA 2.10**  
**ARTICLES OF INCORPORATION**  
Business Corporation Act

Filing Fee: \$150

File #: 73725755

Approved By: MAP

**FILED**  
**APR 27 2022**  
**Jesse White**  
**Secretary of State**

1. Corporate Name: ANSH & ANVI CORPORATION

2. Initial Registered Agent: SEJAL PATEL

First Name

Middle Initial

Last Name

Initial Registered Office: 76 E WALNUT AVE

Number

Street

Suite No.

DES PLAINES

IL

60016-6153

COOK

City

ZIP Code

County

3. Purposes for which the Corporation is Organized:

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

4. Authorized Shares, Issued Shares and Consideration Received:

Class	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
<u>COMMON</u>	<u>200</u>	<u>200</u>	<u>\$ 200</u>

**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 APRIL 27, 2022  
Month & Day Year

SEJAL PATEL

Name

76 EAST WALNUT AVENUE

Street

DES PLAINES

IL

60016

City/Town

State

ZIP Code

This document was generated electronically at [www.ilsos.gov](http://www.ilsos.gov)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Illinois Ins Provicer #2 991 W Lake Street  Addison IL 60101		<b>CONTACT</b> NAME: Urmish Patel PHONE (A/C, No, Ext): 6306733143 FAX (A/C, No): 6306733143 E-MAIL: upatel1972@gmail.com ADDRESS:	
<b>INSURED</b> Ansh&Anvi Corporation dba 7 Eleven 825 W Oakton St Des Plaines IL 60018		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : AUTO OWNERS INSURANCE COMPANY INSURER B : AUTO OWNERS INSURANCE COMPANY INSURER C : AUTO OWNERS INSURANCE COMPANY INSURER D : EMPLOYERS PREFERRED INSURANCE COMPANY INSURER E : INSURER F :	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			53-955767-00	08/20/2022	08/20/2023	EACH OCCURRENCE \$ 1000000.00
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000.00				
			MED EXP (Any one person) \$ 10000.00				
			PERSONAL & ADV INJURY \$ 1000000.00				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ 2000000.00
							PRODUCTS - COMP/OP AGG \$ 2000000.00
							\$
B	<b>AUTOMOBILE LIABILITY</b> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			53-955767-01	08/20/2022	08/20/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000.00
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
						\$	
	<b>UMBRELLA LIAB</b> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	EIG5047636-00	08/20/2022	08/20/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
			E.L. EACH ACCIDENT \$ 1000000.00				
			E.L. DISEASE - EA EMPLOYEE \$ 1000000.00				
			E.L. DISEASE - POLICY LIMIT \$ 1000000.00				
C	<b>LIQUOR LIABILITY</b>			61955767	08/20/2022	08/20/2023	LIQUOR LIABILITY \$1000000.00

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

ADDITIONAL INSURED - CITY OF DES PLAINES, IL - ITS OFFICERS - EMPLOYEES AND AGENTS

## CERTIFICATE HOLDER

## CANCELLATION

CITY OF DES PLAINES 1420 MINER ST  DES PLAINES IL 60016	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Urmish Patel</i>
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

**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**

**ANSH & ANVI CORPORATION**

**DBA: 7-ELEVEN #30101C**

**825 W OAKTON ST  
DES PLAINES IL 60018-1842**

**Loc. Code: 016-0015-1-001**

**Des Plaines  
Cook County**

**Expiration Date:  
7/1/2023**

**Certificate of Registration**

Sales and use taxes and fees

(4445-9513)

ILLINOIS REVENUE

Director

Issued Date: **07/01/2022**

OFFICIAL DOCUMENT





PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: August 16, 2022

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

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

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

Subject: 2022 ITEP Grant Program Call for Projects -  
S-Curve Ped-Bike Underpass & Algonquin Road Grade Separation (Ped-Bike Portion)

**Issue:** The Illinois Department of Transportation (IDOT) recently announced a call for projects for the *Illinois Transportation Enhancement Program* (ITEP) with a September 30, 2022 application deadline.

**Analysis:** In 2017, the City completed a year-long Feasibility Study that recommended an underpass along the north side of NW Highway as the preferred, most feasible alternative for pedestrian and bicyclist access through the S-Curve. Phase I Engineering of this project began in 2021 and is expected to be completed by 2023. We are therefore proposing to submit for ITEP funding for the Phase II Engineering, Right-of-Way Acquisition, Construction, and Construction Engineering for the project.

The ITEP program provides up to 80 percent federal funding, with a maximum award of \$2 million per project. The total estimated cost of the Phase II Engineering, Right-of-Way Acquisition, Construction, and Construction Engineering is \$3,695,580.

The table below shows the project cost breakdown to be included in the grant application. Local share would be funded through the Capital Projects Fund. Award of this grant does not preclude the City from applying to other grant programs to further supplement the project construction cost, similar to the multiple grants secured for the Rand Road Sidepath project.

	Total	Grant	Local
Phase II Engineering (2023)	\$ 317,020.00	\$ 253,620.00	\$ 63,400.00
ROW Acquisition (2024)	\$ 472,540.00	\$ 236,270.00	\$ 236,270.00
Construction (2025)	\$ 2,641,830.00	\$ 1,298,760.00	\$ 1,343,070.00
Construction Engineering (2025)	\$ 264,190.00	\$ 211,350.00	\$ 52,840.00
<b>TOTAL:</b>	<b>\$ 3,695,580.00</b>	<b>\$ 2,000,000.00</b>	<b>\$ 1,695,580.00</b>

In addition, we are proposing to submit for Phase II Engineering, Construction, and Construction Engineering for the pedestrian-bicycle portion of the Algonquin Road Grade Separation project. This project is highlighted in the City’s Strategic Plan under Goal 3: Infrastructure and Mobility. Phase I Engineering of this project commenced this past July and is expected to be completed by July, 2024. The total estimated cost of the Phase II Engineering, Construction, and Construction Engineering for the pedestrian-bicycle portion is \$2,230,400. Below is the cost breakdown to be included in the grant application:

<b>Pedestrian-Bicycle Portion</b>	<b>Total</b>	<b>Grant</b>	<b>Local</b>
Phase II Engineering (2024)	\$182,800	\$146,240	\$36,560
Construction (2025)	\$1,828,200	\$1,460,720	\$365,180
Construction Engineering (2025)	\$219,400	\$175,520	\$43,880
<b>TOTAL:</b>	<b>\$2,230,400</b>	<b>\$1,782,480</b>	<b>\$445,620</b>

**Recommendation:** We recommend adoption of the attached resolution in support of the application for ITEP grant funding for the S-Curve Ped-Bike Underpass and the ped-bike portion of the Algonquin Road Grade Separation projects.

**Attachments:**  
Resolution R-148-22

**CITY OF DES PLAINES**

**RESOLUTION R - 148 - 22**

**A RESOLUTION SUPPORTING AN APPLICATION FOR  
ITEP GRANT FUNDS FROM THE ILLINOIS DEPARTMENT  
OF TRANSPORTATION.**

**WHEREAS**, the Illinois Department of Transportation ("**IDOT**") issues grants through the Illinois Transportation Enhancement Program ("**ITEP**"); and

**WHEREAS**, ITEP grant funds may be used to fund up to 80 percent of the cost of the design and construction of pedestrian and bicycle facilities; and

**WHEREAS**, based on community feedback and public demand, and consistent with the 2011 *Active Transportation Plan*, 2019 *Comprehensive Plan*, the Northwest Municipal Conference 2012 *NW Highway Bike Corridor Study*, and the 2022-2026 *Strategic Plan*, the City has identified a need to construct a pedestrian and bicycle underpass along the north side of Northwest Highway between Western Avenue and the Concord Commons subdivision and a grade separation on Algonquin Rd over the Union Pacific Railroad ("**Project**"); and

**WHEREAS**, the estimated cost of the Phase II Engineering, right-of-way acquisition, construction, and construction engineering ("**Project Costs**") for the Project is \$5,925,980.00; and

**WHEREAS**, the City desires to apply for an ITEP grant to pay for up to 80 percent of the Project Costs ("**Grant Funding**"); and

**WHEREAS**, if the Grant Funding is awarded, the City will be responsible for providing a minimum 20 percent match to cover the remaining Project Costs ("**Local Share**"); and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to apply for the Grant Funding;

**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: AUTHORIZATION OF ITEP GRANT APPLICATION.** The City Council authorizes the filing of an application, and all necessary documentation related thereto, for the Grant Funding.

**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**

DP-Resolution Authorizing ITEP Grant Program Application for S-Curve Ped-Bike Underpass



**PUBLIC WORKS AND  
ENGINEERING DEPARTMENT**

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

**MEMORANDUM**

Date: August 25, 2022

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

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

Subject: Bid Award – 1374, 1384, and 1392-1396 Oakton Street Demolition

**Issue:** The City received four bids for the demolition of the properties located at 1374, 1384, and 1392-1396 Oakton Street on Thursday, August 11, 2022.

**Analysis:** This project consists of the demolition of the building structure on the 1392-1396 Oakton Street property and asphalt removal and grading of the 1374 and 1384 Oakton properties. Once the demolition is completed each parcel will be seeded and remain open space with adjacent sidewalks on Oakton and Center streets to be replaced, as needed.

The City currently owns the 1392-1396 Oakton property and is in negotiations for the purchase of the remaining two parcels. The successful contractor will be notified to proceed with demolition once the City takes possession of the properties after closing.

Company	Total Cost
K.L.F. Enterprises, Inc.	\$123,690
Fowler Enterprises LLC	\$199,800
Albrecht Enterprises, Inc.	\$251,100
Omega III LLC	\$299,525

The low bid received is from K.L.F. Enterprises, Inc., who has performed similar work for the City in previous years with positive results.

**Recommendation:** We recommend award of the 1374, 1384, and 1392-1396 Oakton Street Demolition contract to K.L.F. Enterprises, Inc., 2044 West 163<sup>rd</sup> Street, Unit 2, Markham, IL 60428 in the amount of \$123,690. Source of funding will be from the TIF 8 Miscellaneous Contractual Services (208-00-000-0000.6195) account.

**Attachments:**

Resolution R-149-22  
Exhibit A – K.L.F. Enterprises, Inc. Contract

**CITY OF DES PLAINES**

**RESOLUTION R - 149 - 22**

**A RESOLUTION APPROVING AN AGREEMENT WITH  
K.L.F. ENTERPRISES, INC. FOR THE DEMOLITION OF  
THE PROPERTIES LOCATED AT 1374, 1384, AND 1392-  
1396 OAKTON STREET.**

**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 sufficient funds in the TIF 8 Capital Improvements Fund for use by the Department of Public Works and Engineering during the 2022 fiscal year for (i) the demolition of the building structure on the property commonly known as 1392-1396 Oakton Street, Des Plaines, Illinois; and (ii) asphalt removal and grading of the properties commonly known as 1374 and 1384 Oakton Street, Des Plaines, Illinois (collectively, "**Work**"); and

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

**WHEREAS**, the City received four bids which were opened on August 11, 2022; and

**WHEREAS**, K.L.F. Enterprises, Inc. ("**Contractor**") submitted the lowest responsible bid in the not-to-exceed amount of \$123,690 to complete the Work; and

**WHEREAS**, the City desires to enter into an agreement with the Contractor for the performance of the Work in the not-to-exceed amount of \$123,690 ("**Agreement**"); and

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

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

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

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

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

**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 Agreement with KLF Enterprises Inc for Oakton St Demolition



# CITY OF DES PLAINES

## CONTRACT FOR

1374, 1384, and 1392-1396 Oakton Street Demolition

Full Name of Bidder KLF Enterprises ("Bidder")  
Principal Office Address 2044 W 163rd St, Mokena IL 60428  
Local Office Address 2302 W 167th St, Mokena IL 60428  
Contact Person Sergio Espinoza Telephone Number 312-350-4214

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

*Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. 1 [if none, write "NONE"], which are securely stapled to the end of this Contract.*

### 1. Work Proposal

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

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the 1374, 1384, and 1392-1396 Oakton Street demolition per Attachment A on Oakton Street, Des Plaines, IL 60016 (the "Work Site");
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates and policies of insurance specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant to, this Contract, and with the

greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

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

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

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

### 2. Contract Price Proposal

If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other

matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

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

TOTAL CONTRACT PRICE (in numbers):

\$ 123,690<sup>00</sup>

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

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;

2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and

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

4. The approximate quantities set forth in the Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place in full compliance with this Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released; and

5. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

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

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

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

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

### 3. Contract Time

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Work within 10 days of after Owner's acceptance of the Contract and notice to proceed which is expected to be after September 15, 2022 provided Bidder shall have furnished to Owner all bonds and all insurance certificates and policies of insurance specified in this Contract (the "Commencement Date"). If this Contract is accepted, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work within 60 days after the receipt of award letter and notice to proceed.

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

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

Per Diem Administrative Charge:

\$ 250.00 per day/occurrence

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

### 4. Financial Assurance

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

B. Insurance. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide certificates and

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

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

2. Commercial Motor Vehicle Liability

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

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

3. Commercial General Liability

Limits shall not be less than:

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

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

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

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

4. Umbrella Liability

Limits shall not be less than:

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

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

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

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

5. Firm Contract

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

6. Bidder's Representations and Warranties

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

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

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



565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

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

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

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

## **7. Acknowledgements**

In submitting this Contract, Bidder acknowledges and agrees that:

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

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

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

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

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

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

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

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

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

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

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

- ☒ Bidder has carefully examined and read the ITB and all related documents in their entirety.
- ☒ The person signing the Contract proposal on behalf of Bidder is fully authorized to execute the Contract and bind Bidder to all of the terms and provisions of the Contract.
- ☒ Bidder has provided a list of client references including at least 4 Municipal References
- ☒ Bidder has fully completed the entire Contract form, including the Total Contract Price.
- ☒ Bidder has submitted a certified check or bid bond, as required by the Instructions to Bidders
- ☒ Bidder has checked the City's website for any addenda issued in connection with this ITB, hereby acknowledges receipt of Addenda Nos. 1 [BIDDERS MUST INSERT ALL ADDENDA NUMBERS], has attached these addenda to Bidder's contract proposal, and acknowledges and agrees that, if Bidder's contract proposal is accepted, these addenda will be incorporated into the Contract and will be binding upon Bidder.
- ☒ Bidder has submitted its Contract proposal in a sealed envelope that bears the full legal name of Bidder and the name of the Contract.

Dated: 8-16-22, 2022.

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

Bidder's Name: KLP Enterprises

Doing Business As (if different): \_\_\_\_\_

Signature of Bidder or Authorized Agent: [Signature] Date: 8-16-22

(corporate seal) Printed Name: James Bracken

(if corporation) Title/Position: President

Bidder's Business Address: 2044 W 123rd St, Markham IL 60428

Bidder's Business Telephone: 708-331-4200 Facsimile: 708-331-4212

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

NAME	TITLE	ADDRESS
<u>James Bracken</u>	<u>President</u>	<u>2044 W 123rd St Palos</u>
<u>Kelly Bracken</u>	<u>Treasurer</u>	<u>2044 W 123rd St Palos</u>

## ACCEPTANCE

The Contract attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the City of Des Plaines ("Owner") as of \_\_\_\_\_, 20\_\_.

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

### CITY OF DES PLAINES

Signature: \_\_\_\_\_

Printed name: Michael G. Bartholomew

Title: City Manager

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## ATTACHMENT A

### SPECIAL PROVISIONS

**Project:** The scope of the work includes demolition of building and appurtenances at 1374, 1384, and 1392-1396 Oakton Street in Des Plaines. Removal of concrete slabs and foundation walls, removal of all appurtenances including asphalt, brick and concrete pavement, curb & gutter, fences, and sheds within the property boundaries, backfill with crushed concrete, gradation CA-6, compacted in place to existing ground level, grading for drainage and landscape restoration with topsoil and seed.

**Work Sites:** 1374, 1384, and 1392-1396 Oakton Street.

The following Special Provisions supplement the Specifications, and in case of conflict with any part or parts of said Specifications, these Special Provisions shall take precedence and shall govern.

#### TESTING OF MATERIALS

Materials testing requirements, type, amount and frequency, for this Contract include those that are designated in the SSRB Construction Manual and Standard Specifications.

The Contractor is responsible for furnishing materials and construction that meet the requirements of the Plans, Specifications and Special Provisions. All material to be incorporated in the work is subject to sampling and testing by the Engineer. It is the Contractor's responsibility to complete the work and deliver a final product that meets all the requirements of the Specifications. The Contractor is required to provide incidental materials and equipment, including hot-mix asphalt coring equipment; casual labor to provide access to the work, assists in obtaining and handling samples at the site and storage and security of samples.

The Engineer, at his/her discretion, may require additional testing in addition to the minimum requirements of set forth below:

PORTLAND CEMENT CONCRETE	DES PLAINES MINIMUM REQUIREMENTS FOR CONTRACTOR
General	Statement of agency or personnel to be used for plant and field testing, letter of assurance or personnel certifications, etc. Designation of methods and testing frequencies based on project schedule and staging. (1)
Plant Sampling and Testing	Mix Designs with aggregate sources listed and applicable gradation test (or plant certification) (1) Testing at plant for first production of mixture. (1)
Contractor Jobsite Sampling and Testing	Testing on site for first production of mixture. Air, slump and strength testing on site once per every 50 CY per item, mix design, or daily production. If same mix is used for several items in one day, one test may be used for all items.(2)

The Contractor is financially responsible to the Owner for all costs of testing of materials furnished in compliance with the Plans, Specifications and Special Provisions. Costs so sustained by the Owner shall be debited to the Contractor, thereby reducing the final amount due the Contractor.

Revised February 2012

#### CONTRACTOR SAFETY RESPONSIBILITY

**ADD to Section 107.28:**

Excavations and trenches shall be protected at all times during the progress of the work with adequate barricades and/or safety fencing.

**NO EXCAVATIONS SHALL BE PERMITTED TO REMAIN OPEN OVERNIGHT.**

Underground utility trenches shall be completely filled in prior to the end of a day's work or suitable steel plates capable of supporting vehicular traffic shall be furnished and placed over the excavation by the Contractor. The Contractor shall also secure the area of the excavation with barricades and/or safety fencing to the satisfaction of the Engineer.

**DIRT ON PAVEMENT**

**ADD to Section 107.15:**

When the Engineer directs the Contractor to clean the street with a street sweeper and the Contractor is not able to provide a street sweeper, the City of Des Plaines will charge the Contractor for the use of the City of Des Plaines street sweeper at a rate of **\$250.00 per hour** with a minimum of a 4-hour charge. The charged dollar amount shall be deducted from the amount due to the Contractor on the contract. The City of Des Plaines street sweeper shall only clean the streets that are directed by the Engineer to be cleaned.

**DUST CONTROL**

At any time, where deemed necessary by the Engineer, the Contractor shall mechanically sweep or apply water to the area of the improvements for the purpose of dust control. If warranted, the Engineer may require applications of a water-retaining agent to be applied to each are included in the improvements.

Basis of Payment. The cost of Dust Control shall be INCIDENTAL to the contract.

**BUILDING DEMOLITION**

**Description.** Building Demolition includes removal and off-site disposal of the existing buildings, its contents and appurtenances, included but not limited to; sheds, pools, decks, fences, patios, all pavement located within the demolition area, and driveway aprons; backfilling with structural fill, compacted in place; construction of an erosion barrier around the perimeter of the site; chain link security fence and gates, and all other work as described herein.

**Requirements.** The removal shall consist of existing buildings, its contents and appurtenances, included but not limited to; sheds, pool, decks, fences, asphalt, brick or concrete pavement, and driveway aprons and abandonment of foundation concrete floor slabs and foundation walls. The existing demolished material shall become property of the contractor and shall be disposed of off-site in accordance with local, state and federal regulations pertaining to the disposal of said materials.

The existing foundation shall be abandoned. Foundation walls shall be removed and disposed of off-site. The foundation floor shall be punctured, maximum 5' offsets, for drainage.

After the completion of the demolition, foundation abandonment and removal of the buildings and pavement, the site shall be graded level, at or below the existing grade. Upon removal of the pavement clean base under the removed asphalt can be utilized as fill. All voids, holes, ruts or depressions shall be filled to a height of 4" below finished grade level with CA-6 crushed concrete or crushed stone compacted in place in accordance with Art. 550.07 of the IDOT SSRB, Method 1. The material shall meet the approval of the Engineer and be free of shale, clay, friable material, sand, or debris. Gradation of the granular backfill shall be in accordance with IDOT SSRB Art. 1004. The top 4" of the void, hole, rut or depressions shall be filled with a minimum of 4" topsoil and graded for drainage.

The temporary erosion barrier shall comply with the requirements of IDOT SSRB Section 280 and be installed around the perimeter of each site prior to demolition activities.

The chain line security fence and gates shall comply with the requirements of IDOT SSRB Section 664 and shall be six (6') foot with lockable gates that are located on the street side of the enclosure. The fence shall be installed around the perimeter of each site prior to demolition activities or earlier if directed by the engineer. Posts do not have to be set in concrete but appropriate stands with sandbags can be used as an alternative. The contractor is responsible to maintain the fence in place until the engineer authorizes its removal.

The City shall disconnect, abandon, and/or remove all utility services to the building at the property lines prior to demolition.

**Basis of Payment.** This work shall be paid for at the contract unit price per Lump Sum for BUILDING DEMOLITION, at each location specified, which price includes all excavation, removal, abandonment and disposal, backfilling, and grading as herein specified. Inlet Filters, Perimeter Erosion Barrier, Topsoil Placement and Seeding will be paid for separately. Driveway apron removal and chain link security fence and gates are incidental to this pay item.

## **REMOVAL AND DISPOSAL OF CONSTRUCTION DEBRIS**

**Description.** This work consists of the removal, disposal and documentation of Surplus, Unstable and Unsuitable Materials and Organic Waste in compliance with the requirements of Article 202.03 of the Standard Specifications for Road and Bridge Construction, State of Illinois Public Act 90-761 and as herein modified.

**Requirements.** The following requirements supplement Article 202.03 of the SSRB.

The Contractor shall not dispose of any type of excavated material or debris within the corporate limits of the City of Des Plaines without first obtaining a permit to do so from the City that meets the approval of the Engineer.

The Contractor shall not conduct any generation, transportation, recycling of demolition debris, clean, general, or uncontaminated soil generated during construction, remodeling, repair and demolition of utilities, structures and roads that is not commingled with any waste, without the maintenance of documentation identifying the hauler, generator, place of origin of the debris or soil, the weight or volume of the debris or soil, and the location, owner and operator of the facility where the debris or soil was transferred, disposed of, recycled or treated. It is the responsibility of the Contractor to generate this documentation and to maintain it for a period of 3 years from the date of the completion of the contract.

Records generated and maintained by the Engineer do not qualify for compliance with this requirement.

**Method of Measurement/Basis of Payment.** Generation and maintenance of the documentation specified herein is not measured or paid for but is considered INCIDENTAL to the cost of the contract.

## **ASBESTOS ABATEMENT**

All work under this contract shall be done in strict accordance with all applicable Federal, State, and local regulations, standards and codes governing asbestos abatement. All applicable codes, regulations and standards are adopted into this specification and will have the same force and effect as this specification.

The most recent edition of any relevant regulation, standard, document or code shall be in effect. Where conflict among the requirements or with these specifications exists, the most stringent requirement(s) shall be utilized.

Copies of all standards, regulations, codes and other applicable documents, including this specification shall be available at the worksite in the Abatement Contractor's office area/clean room.

### **ABATEMENT CONTRACTOR RESPONSIBILITY:**

The Abatement Contractor shall assume full responsibility and liability for compliance with all applicable Federal, State and Local regulations related to any and all aspects of the abatement project. The contractor is responsible for providing and maintaining training and personal protective equipment as required by applicable Federal, State and Local regulations. The Abatement Contractor shall hold the CITY OF DES PLAINES harmless for any failure of the Contractor to comply with any applicable abatement work, transporting, disposal, safety, health and environmental regulation/requirement on the part of himself, his employees, or his subcontractors. In the event of non-friable asbestos disturbance, the Abatement Contractor will incur all costs of the VPIH, including all corrective abatement, sampling/analytical, and disposal costs to assure compliance with OSHA/EPA/State requirements.

**1.4.3 FEDERAL REQUIREMENTS:** Federal requirements which govern various aspects of asbestos abatement include, but are not limited to, the following regulations:

#### **A. Occupational Safety and Health Administration (OSHA)**

1. Title 29 CFR 1926 - Construction Standard Requirements -Demolition Work
2. Title 29 CFR 1910.38(a);(b) - Emergency Action Plan
3. Title 29 CFR 1910.132 - Personal Protective Equipment
4. Title 29 CFR 1910.20 - Access to Employee Exposure and Medical Records
5. Title 29 CFR 1910.1200 - Hazard Communication
6. Title 29 CFR 1910.151 - Medical and First Aid

#### **B. Environmental Protection Agency (EPA)**

1. Title 40 CFR 61 Subpart A and M (Revised Subpart B) -National Emission Standard for Hazardous Air Pollutants -Asbestos.
2. Title 40 CFR 763 -Asbestos Hazard Emergency Response Act (AHERA) and Asbestos School Hazard Abatement Reauthorization Act (ASHARA).

Prior to commencing the work, the Abatement Contractor shall provide: Proof of Contractor State licensing,



Proof the Competent Person is trained and approved for working in the State of Illinois. Verification of the experience of the Competent Person shall also be presented. A list of all workers who will participate in the project, including experience and verification of medical surveillance and training certification/card. A list of verification of training for all personnel who have current first-aid CPR/ blood born pathogen training. A minimum of one person per shift must be designated first aid provider. A copy of the Abatement Contractor's Standard Operating Procedures for Abatement.

In these procedures, the following information must be detailed and specific for this project.

1. Abatement regulated area isolation/preparation procedures;
2. Abatement methods/procedures and equipment to be used;
3. Personal protective equipment to be used;
4. Sampling strategy plan to be used at the site.

A list of the locations and abatement methods for Friable Asbestos containing material in excess of 1%.

A list of Asbestos containing material in excess of 1% to remain in place.

At this meeting the Abatement Contractor shall provide all submittals as required by the specification.

Emergency Action Plan and Accident Prevention Plan procedures.

#### MONITORING, INSPECTION AND TESTING BY ABATEMENT CONTRACTOR:

The asbestos abatement contractor's industrial hygienist (CPIH) is responsible for managing all monitoring, inspections, and testing required by these specifications, as well as any and all regulatory requirements adopted by these specifications. The CPIH is responsible for the continuous monitoring of all subsystems and procedures that could affect the health and safety of the Abatement Contractor's personnel and cause negative impact on the environment. The CPIH shall inspect the project and certify that ACM left in place during the abatement project did not become friable as a result of the abatement activity. Safety and health conditions and the provision of those conditions inside and outside the regulated area for all persons entering the regulated area is the exclusive responsibility of the Abatement Contractor/Competent Person. The person performing the personnel and area air monitoring inside the regulated area shall be an IH Technician, who shall be trained and shall have specialized field experience in air sampling and analysis. The IH Technician shall have a NIOSH 582 Course or equivalent and show proof. The IH Technician shall participate in the AIHA Asbestos Analysis Registry or participate in the Proficiency Analytic Testing program of AIHA for fiber counting quality control assurance. The IH Technician shall also be an accredited EPA/State Contractor/Supervisor. The IH Technician shall have participated in five abatement projects collecting personal and area samples as well as responsibility for documentation. Ten (10) % of all samples analyzed in the field shall be sent to an AIHA accredited Laboratory for confirmation. The analytic laboratory used by the Abatement Contractor to analyze the samples shall be AIHA accredited for asbestos PAT. A daily log shall be compiled, documenting all OSHA requirements for air monitoring for asbestos in 29 CFR 1926.1101(f), (g) and Appendix A. This log shall be made available to the VA representative and the VPIH. The log will contain, at a minimum, information on personnel or area sampled, other persons represented by the sample, the date of sample collection, start and stop times for sampling, sample volume, flow rate, and fibers/cc. Take and analyze samples for each representative job being done in the regulated area, i.e., removal, wetting, clean-up, and load-out. No fewer than two personal samples per shift shall be collected and one area sample per 1,000 square feet of regulated area where abatement is taking place and one sample per shift in the clean room area shall be collected. In addition to the continuous monitoring required, the CPIH will perform inspection during abatement to assure work practices are in accordance with the specification and that no ACM which is non-friable

has become friable during the abatement work. Testing shall be done at the end of abatement for each regulated area or building as specified in the CPIH responsibilities. The work of the IH Technician shall be reviewed and certified by the CPIH.

**Basis of Payment.** This work shall be paid for at the contract unit price per Square Foot for PERFORM ASBESTOS/LEAD PAINT ABATEMENT.

#### **TOPSOIL PLACEMENT 4 INCHES AND SEEDING WITH STRAW BLANKET**

**Description.** This work consists of topsoil placement in compliance with the requirements of SSRB Sect 211 and seeding with straw blanket in compliance with the requirements of SSRB Sections 250 and 251 to restore areas disturbed due to Contract construction operations and as herein specified.

**Clearing Area and Disposal of Surplus Material.** Prior to stockpiling any excavated material, the Engineer shall approve of the proposed stockpile location or direct the Contractor to remove the material to an off-site location. The Contractor shall make arrangements for the Engineer to inspect and approve of the source of topsoil material prior to delivery at the site. The Contractor shall provide information regarding the topsoil source a minimum of 24 hours prior to delivery at the site. All sources must be IDOT approved. All areas disturbed by construction shall be cleared and made free of all debris. Prior to placing topsoil, existing areas are to be excavated and graded to a minimum of 4 inches below the proposed final grade. Fertilizer nutrients shall be placed on the prepared, damp topsoil prior to seeding.

Seeding shall be placed in compliance with the requirements of SSRB Section 250. Seed mixture for local road applications shall be Class 1, Lawn Mixture, and for state and county road applications shall be Class 2, Roadside Mixture. A modified mixture for shade application shall be submitted to the Engineer for approval to be used at locations where directed by the Engineer. There may be a period of time between topsoil placement and placement of seed due to weather conditions. All topsoil areas are to be cleared of any weeds or any other noxious materials and the ground prepared prior to seed placement in compliance with the requirements of SSRB Sections 211, 250 and 251.

**Method of Measurement.** Unless otherwise approved by the Engineer or specified on the plans, only areas of demolition shall be measured for payment; approximately 5,160 square yards. Areas outside of these limits disturbed by construction operations shall be restored with topsoil and seed at the Contractor's expense.

**Basis of Payment.** This work shall be paid for at the Lump Sum price for TOPSOIL PLACEMENT 4 INCHES AND SEEDING. Fertilizer nutrients, ground preparation, grading, weed removal, and knitted straw blanket shall not be paid for separately but shall be considered incidental to this item.

#### **PORTABLE TOILETS**

**Description.** This work consists of furnishing, maintaining, relocating and removing portable toilet facilities on the site of the work in compliance with SSRB Art 107.08 and as herein specified.

**Construction Requirements.** Portable toilet facilities, meeting the approval of the Engineer, shall be furnished, maintained, relocated and removed from the site upon satisfactory completion of the work. The portable toilet(s) shall be placed at the location(s) directed by the Engineer. The Engineer shall designate the number of units

required.

**Method of Measurement.** The quantity shall be measured per unit and shall be computed for payment per EACH CALENDAR MONTH.

**Basis of Payment.** This item will be paid for at the contract lump sum price for PORTABLE TOILETS.

Engineer's Field Office, Special pay item toilet facilities are not be measured for payment by this item.

## **TRAFFIC CONTROL AND PROTECTION**

Special attention is called to the following IDOT Highway Standards, 701301, 701501, 701602, 701606, 701701, 701801, 701901, Supplemental Specifications and Special Provisions contained herein relating to Traffic control.

**Maintenance of Traffic.** If the Contractor requests, single block road closure **may** be allowed by the Engineer during normal working hours provided that it is accomplished in the manner approved by the Engineer, including all required signing and detours. **NO OVERNIGHT CLOSURES OF ANY STREET WILL BE ALLOWED**, unless specifically provided for in the plans and Contract Documents or approved by the Engineer. The Contractor shall plan his work so that all driveways and fire hydrants are accessible at the end of the working day. Traffic control shall be in accordance with the applicable sections of the SSRB, the applicable guidelines contained in the MUTDC, any Special Provisions and any special details and Highway Standards contained herein.

The Contractor shall furnish, install, maintain, relocate, and remove all traffic cones, signs, barricades, warning lights and other devices that are to be used for the purpose of controlling traffic. The Contractor shall furnish certified flaggers upon request of the Engineer or when required for safe operations. The Contractor is responsible to insure that all barricades, warning signs, lights and other devices installed for traffic control are in place and operating 24 hours Each calendar day this Contract is in effect. As a minimum, all areas of work shall be protected each night by Type II barricades at maximum 50 foot centers equipped with working flashing lights. Type III barricades shall be placed at all project limits.

The Contractor shall furnish and place "No Parking" signs a minimum of 1 day prior to any construction activities. The signs must be a minimum of 11 inches by 13 inches with red letters imprinted on a white background on 140 lb. index stock material. An example showing the exact wording to be printed is provided in the plan details. All "No Parking" signs must have the approval of, be affixed, and displayed to the satisfaction of the Engineer. Posting of signs on trees shall be done with a staple gun. The Contractor shall remove and reinstall the signs when directed by the Engineer.

**Method of Measurement.** Measurement shall be pro-rated. The Engineer shall evaluate the amount of current contract pay items completed and approved for payment and divide them by the total current approved contract amount. This percentage of the contract LUMP SUM price for Traffic Control and Protection shall be eligible for payment.

**Basis of Payment.** This work shall be paid for at the contract Lump Sum price for TRAFFIC CONTROL AND PROTECTION as herein specified.



**SIDEWALK REMOVAL/REPLACEMENT  
PORTLAND CEMENT CONCRETE SIDEWALK  
DETECTABLE WARNINGS  
CURB and GUTTER REPLACEMENT**

Work will be consistent with that specified in Section 1030 of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, current edition.

**ADDENDUM NO. 1**

CITY OF DES PLAINES  
REQUEST FOR CONTRACT PROPOSALS AND CONTRACT  
City of Des Plaines 1374, 1384, and 1392-1396 Oakton Street Demolition

July 14, 2022

TO ALL PROPOSERS:

Attention of all Proposers is called to the following revision to the Request for Contract Proposals and Contract for City of Des Plaines 1374, 1384, and 1392-1396 Oakton Street Demolition Issued by the City of Des Plaines, Illinois ("Request").

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

**I. Site Map Attached**

**II. Attachment B**

SCHEDULE OF PRICING

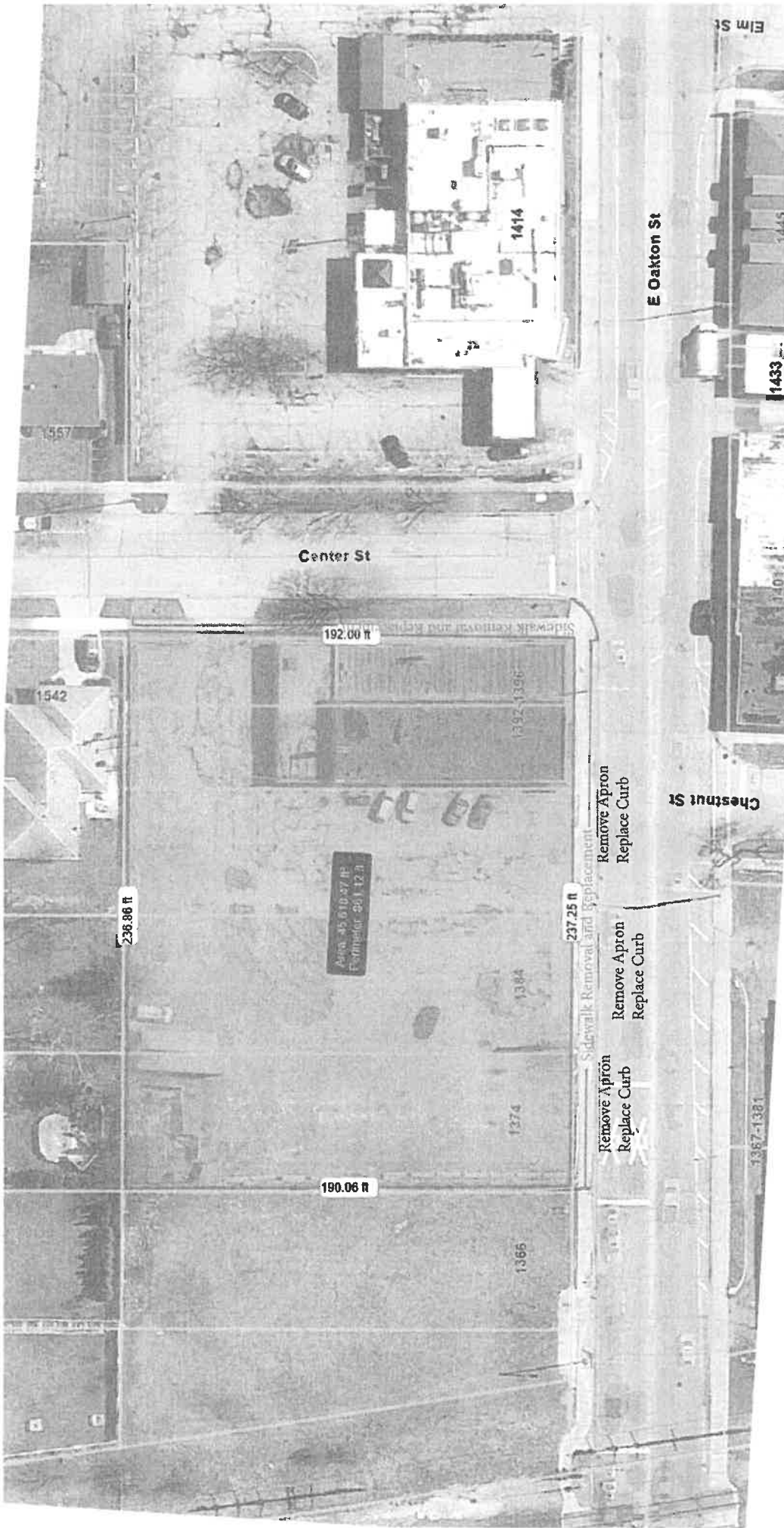
Replace Attachment B with the attached.

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

**City of Des Plaines 1375, 1384 and 1392-1396 Oakton Street Demolition  
Bid Opening 10:00 am August 11, 2022**

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

COMPANY NAME KLF Enterprises  
SIGNATURE [Signature]  
DATE 8-8-22



## ATTACHMENT B

### Schedule of Prices

Item	Description	Unit of Measure	Quantity	Total Cost
1	Building Demolition and Removal	Lump Sum	1	88,000
2	Asbestos Abatement	SF	10	90
3	Topsoil Placement 4 Inches and Seeding with Straw Blanket	Lump Sum	1	17,000
4	Portable Toilets			
5	Sidewalk Replacement	SF	2,350	13,000
6	Detectable Warnings	Each	1	500
7	Curb Removal and Replacement	LF	<del>75</del> <b>100</b>	1850
8	Traffic Control and Protection	Lump Sum	1	500
9	Performance Bond Labor & Material Bond	Lump Sum	1	2750

Total Extended Cost \$ 123,690<sup>00</sup>



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: August 25, 2022

To: Michael G. Bartholomew, ICMA-CM, City Manager

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

Subject: Metropolitan Water Reclamation District of Greater Chicago  
Confined Space Entry Permit Agreement

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**Issue:** Every five years, the City of Des Plaines and the Metropolitan Water Reclamation District (MWRD) renews the permit agreement for Confined Space Entry in order to access the water meters for the District's facility at 701 West Oakton Street. The current five-year permit is expiring on December 31, 2022.

**Analysis:** This agreement allows City of Des Plaines employees entry into the water meter vaults located at 701 West Oakton Street in order to read and maintain the water meters. The agreement has already been authorized by the District's Board of Commissioners. This permit would be effective from January 1, 2023 to December 31, 2027.

**Recommendation:** We recommend approval of the Confined Space Entry Permit Agreement between the Metropolitan Water Reclamation District and the City of Des Plaines.

**Attachments:**

Resolution R-150-22

Exhibit A – Permit Agreement

**CITY OF DES PLAINES**

**RESOLUTION R - 150 - 22**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO REGARDING A CONFINED SPACE ENTRY PERMIT.**

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

**WHEREAS**, the City is an Illinois home-rule municipal corporation authorized to exercise any power or perform any function pertaining to its government and affairs; and

**WHEREAS**, the Metropolitan Water Reclamation District of Greater Chicago ("**MWRD**") owns sewers, chambers, conduits, shafts, tunnels, structures and other facilities or installations (collectively, "**Confined Spaces**") that are part of or connected to Cook County's water works system; and

**WHEREAS**, the City owns water meter vaults located at 701 West Oakton Street ("**Water Meters**") in the City; and

**WHEREAS**, in order to read, inspect, maintain, or repair (collectively, "**Work**") the Water Meters, City employees must enter upon or into the Confined Spaces; and

**WHEREAS**, the MWRD requires a permit and license ("**Permit**") for any person who intends to make entry upon or into the Confined Spaces for the purpose of performing Work on the Water Meters; and

**WHEREAS**, the MWRD and City desire to enter into an agreement for the issuance of a Permit to the City ("**Agreement**") to allow City employees to enter Confined Spaces for purposes of performing Work; and

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

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

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

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

**SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT.** The City Council hereby authorizes and directs the Mayor or City Manager to execute, and the City Clerk to 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**

ATTEST:

Approved as to form:

\_\_\_\_\_  
**CITY CLERK**

\_\_\_\_\_  
**Peter M. Friedman, General Counsel**

DP-Resolution Approving IGS with MWRD for Confined Space Entry Permit 2023-2027



## **CONFINED SPACE ENTRY PERMIT**

**THIS PERMIT** made this **11<sup>th</sup> day of August, 2022**, by and between the **METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO**, a body corporate and politic, organized and existing under the laws of the State of Illinois, hereinafter called "District", and the **CITY OF DES PLAINES**, a municipal corporation organized and existing under the laws of the State of Illinois and the employees or officers of the last aforesaid entity hereinafter singly and collectively called "Permittee".

### **ARTICLE ONE**

1.01 The District for and in consideration of the payment of the permit fees hereinafter set forth, hereby issues to the Permittee a permit and license to use the following described real estate situated in the County of Cook, State of Illinois, for the sole and exclusive purpose of entry upon or into sewers, chambers, conduits, shafts, tunnels, structures or other facilities or installations of the District classified as a "**CONFINED SPACE**", for the sole purpose of examination or inspection thereof, and more particularly identified as vaults located at **701 West Oakton, in Des Plaines, Illinois**, in order to read, inspect, maintain or repair these city-owned water meters periodically, and for no other purpose whatsoever. (For pictorial representation of permit premises, see Exhibit A attached hereto and made a part hereof).

1.02 This Permit shall be effective from the **1st day of January, 2023 to the 31<sup>st</sup> day of December, 2027**, at which time Permittee shall vacate said premises and remove Permittee's effects therefrom at Permittee's cost, unless said Permit shall be terminated sooner by virtue of the provisions, hereinafter' provided.

### **ARTICLE TWO**

2.01 This Permit is issued in consideration of the payment of **TEN AND NO/100 DOLLARS (\$10.00)** by Permittee to District, and other good and sufficient consideration, the receipt of which is hereby acknowledged.

### **ARTICLE THREE**

3.01 Permittee agrees and specifically understands that this Permit is confined solely to the non-exclusive privilege to Permittee, its employees, its contractors and its agents to enter in and/or upon the premises and facilities set forth in Article One, and no other; that the authority and permission herein given does not thereby grant unto Permittee any interest or estate in the said lands or facilities of the District, and that the District retains dominion, possession and control of same, including access thereto at all times.

3.02 Permittee further agrees and specifically understands that the District shall have the right to enter upon the premises and facilities herein described for the purpose of making such surveys, soil borings, inspections or other purposes as may be deemed necessary by the District in the furtherance of its corporate purpose.

3.03 The District shall not be liable for any loss, cost or damage to the Permittee by reason of the exercise of the right to make such surveys, soil borings, inspections or other purposes as may be deemed necessary by the District in the furtherance of its corporate purpose.

#### **ARTICLE FOUR**

4.01 The District hereby reserves the right to terminate this Permit upon giving thirty (30) days' notice, in writing, of such termination to Permittee, and thereupon Permittee shall vacate said premises and remove its effects therefrom and restore the premises to the condition existing prior to Permittee's entry thereon, at Permittee's cost.

4.02 In the event Permittee uses or allows the premises to be used for any illegal or immoral purposes, or for any purpose other than that hereinabove specifically provided, or violates any of the provisions hereof, this Permit may be terminated by the District upon giving one (1) day notice, in writing, to Permittee, and thereupon Permittee shall forthwith vacate said premises and remove Permittee's effects therefrom, and restore the premises to the condition existing prior to Permittee's entry thereon, at Permittee's cost.

4.03 The District shall not be liable to Permittee for any loss, cost or damage incurred by the Permittee by reason of the exercise of the right of the District to cancel this Permit.

#### **ARTICLE FIVE**

5.01 The Permittee shall be solely responsible for and shall defend, indemnify, keep and save harmless the District, its Commissioners, officers, agents and employees, against all injuries, deaths, losses, damages, claims, patent claims, liens, suits, liabilities, judgments, costs and expenses which may in any wise accrue, directly or indirectly, against the District, its Commissioners, officers, agents or employees, in consequence of granting of this Permit, or which may in anywise result therefrom or from any work done hereunder, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Permittee, or Permittee's employees, or of any contractor or subcontractor, or their employees, if any, and the Permittee shall, at Permittee's sole expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the District, its Commissioners, officers, agents or employees, in any such action the Permittee shall, at the Permittee's sole expense, satisfy and discharge the same.

5.02(a) The Permittee, prior to entering upon said premises and using the same for the purposes for which this Permit is issued, shall procure, maintain and keep in force, at Permittee's expense, public liability and property damage insurance in which the District, its Commissioners, officers, agents and employees, are a named insured, as well as fire and extended coverage, and all-risk property insurance in which the District is named loss payee, from a company to be approved by the District, each afore-referenced ["CLAIMS MADE" policies are unacceptable):

##### **A. COMPREHENSIVE GENERAL LIABILITY**

Combined Single Limit Bodily Injury Liability  
Property Damage Liability in the Amount of Not Less Than

\$4,000,000.00 per Occurrence

**B. ALL RISK PROPERTY INSURANCE**

In the Amount of Not Less Than \$4,000,000.00  
per Occurrence

**INCLUDING**

An Amount Not Less Than the  
Replacement Cost of Improvements  
Located on the Premises

**C. WORKER'S COMPENSATION INSURANCE**

Statutory Amount

**D. EMPLOYER'S LIABILITY INSURANCE**

In the Amount of Not Less Than \$2,000,000.00 Per Occurrence

Prior to entering upon said Permit Premises, the Permittee shall furnish to the District certificates of such insurance or other suitable evidence that such insurance coverage has been procured and is maintained in full force and effect. Upon District's written request, Permittee shall provide District with copies of the actual insurance policies within ten (10) days of District's request for same. Such certificates and insurance policies shall clearly identify the Permit Premises and shall provide that no change, modification in or cancellation of any insurance shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to the District. The provisions of this paragraph shall in no wise limit the liability of the Permittee as set forth in the provisions of paragraph 5.01 above, or

5.02(b) Permittee, prior to entering upon said premises and using the same for the purposes for which this Permit is granted, shall prepare and transmit to the District an acknowledged statement that the Permittee is a self-insurer, and that it undertakes and promises to insure the District, its Commissioners, officers, agents servants and employees on account of risks and liabilities contemplated by the indemnity provisions of paragraph 5.01 above; and that such statement is issued in lieu of policies of insurance or certificates of insurance in which the District, its Commissioners, officers, agents, servants and employees would be a named or additional insured, and that it has funds available to cover those liabilities in the respective amounts therefor, as set forth above;

This statement shall be signed by such officer of agent of the Permittee having sufficient knowledge of the fiscal structure and financial status of the Permittee to make such a statement on behalf of the Permittee and undertake to assume the financial risk on behalf of the Permittee and will be subject to the approval of the District.

5.03 Permittee expressly understands and agrees that any insurance protection or bond required by this Permit, or otherwise provided by Permittee, shall in no way limit the responsibility to defend, indemnify, keep and save harmless the District, as hereinabove provided.

## **ARTICLE SIX**

6.01 The Permittee also agrees that if the District incurs any additional expense for additional work which the District would not have had to incur if this Permit had not been executed, then, in that event the Permittee agrees to pay to the District such additional expense as determined by the Director of Engineer of the District, promptly upon rendition of bills therefor to the Permittee.

## **ARTICLE SEVEN**

7.01 It is understood and agreed by and between the parties hereto that the Permittee shall not erect any structure of any type or kind upon said premises except with the consent, in writing, of the Director of Maintenance and Operations (or her designee), first had and obtained.

7.02 To the extent applicable, the Permittee, prior to entering upon said premises and using the same for purposes for which this Permit is granted, shall, at Permittee's sole cost and expense, obtain all permits, consents and licenses which may be required under any and all statutes, laws, ordinances and regulations of the District, the United States of America, the State of Illinois, the County, or the city, village, town or municipality in which the subject property is located, and furnish to the District suitable evidence thereof.

7.03 The Permittee covenants and agrees not to maintain any nuisance on the Permit premises which shall be in any manner injurious to the health and comfort of persons residing or being in the vicinity of said premises, and the Permittee further covenants and agrees to keep the Permit premises in a clean and sanitary condition.

7.04 The Permittee covenants and agrees that it shall strictly comply with any and all statutes, laws, ordinances and regulations of the District, the United States of America, the State of Illinois, the County and the city, village, town or municipality in which the subject property is located, which in any manner affect this Permit, any work done hereunder, or control or limit in any way the actions of Permittee, its agents, servants and employees, or of any contractor or subcontractor of Permittee, or their employees.

7.05 Permittee covenants and agrees that, on or before the termination date of this Permit, Permittee shall remove, or cause to be removed, any and all debris on the premises described in this Permit, and any and all equipment, facilities, or other things erected or placed upon said premises, and will yield up said premises to the District in as good condition as when the same was entered upon by Permittee. Upon Permittee's failure so to do, the District may do so at the sole expense and cost of Permittee.

## **ARTICLE EIGHT**

8.01 Any notice herein provided to be given shall be deemed properly served if delivered in writing personally or mailed by registered or certified mail, postage prepaid, return receipt requested to the District in care of the Executive Director, 100 East Erie Street, Chicago, Illinois 60611, or to the Permittee, in care of:

City of Des Plaines/ Department of Public Works  
1111 Joseph J. Schwab Road  
Des Plaines, Illinois 60016

or such other person(s) or address(es) as either party may, from time to time, designate in writing.

8.02 In the event that the Permittee hereinabove contemplated shall consist of two or more parties, each and every party shall be jointly and severally liable for the faithful and complete performance of each and every provision of this Permit.

8.03 Permittee expressly acknowledges that the District has made no representations or warranties, express or implied, as to the adequacy, fitness or condition of permit premises, or the improvements upon the permit premises. Permittee accepts the permit premises and the improvements thereon, if any, "AS-IS" and "WITH ALL FAULTS". Permittee acknowledges that it has inspected the permit premises and has satisfied itself as to the adequacy, fitness and condition thereof.

## **ARTICLE NINE**

### **CONFINED SPACE ACTIVITY SPECIAL CONDITIONS**

9.01 This Permit is issued to allow Permittee access to "Confined Space", entry into which may be hazardous. Permittee, for itself and each officer, agent, principal, representative thereof whose entry into the described "Confined Space" is contemplated and permitted hereby, for himself/herself, his/her heirs, successors, executors, administrators and assigns, does hereby forever remise, release, exonerate and discharge the Metropolitan Water Reclamation District of Greater Chicago, its officers, officials, employees, servants, contractors and consultants on account of any death of, or any injury to, the Permittee, or damage to, or destruction of, its personal property on account of Permittee's exercise of the privileges conferred hereby.

**NOTE: THIS CONSTITUTES A FULL AND COMPLETE WAIVER AND RELEASE OF ANY AND ALL LIABILITY OF DISTRICT TO PERMITTEE ON ACCOUNT OF ACTIVITIES UNDERTAKEN PURSUANT TO THIS PERMIT.**

9.02 Permittee shall comply with all applicable statutes, laws, rules, ordinances and regulations, relating to confined space entry procedures and this Confined Space Entry Permit.

9.03 Permittee will furnish all operational and safety equipment required for confined space entry at its own expense.

9.04 Permittee will give the District's Director of Maintenance and Operations, or the Plant Manager of the James C. Kirie Water Reclamation Plant five (5) days' notice of Permittee's entry date, pursuant to this Permit.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, on the day and year first above written, the parties hereto have caused these presents, including Riders and Exhibits, if any, to be duly executed, duly attested and their corporate seals to be hereunto affixed.

METROPOLITAN WATER RECLAMATION DISTRICT  
OF GREATER CHICAGO

By: \_\_\_\_\_  
Marcelino Garcia  
Chairman of Committee on Finance

ATTEST:

\_\_\_\_\_  
Jacqueline Torres, Clerk

CITY OF DES PLAINES

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF ILLINOIS                 )  
  )   SS  
COUNTY OF COOK                 )

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES  
HEREBY CERTIFY that \_\_\_\_\_,

(name)

personally known to me to be the \_\_\_\_\_,  
(title)

of \_\_\_\_\_, a municipal corporation, and  
(village/town/city)

\_\_\_\_\_, personally known to me to be  
(name)

the \_\_\_\_\_, of said municipal corporation,  
(title)

and personally known to me to be the same persons whose names are subscribed to the  
foregoing instrument, appeared before me this day in person and severally acknowledged that

as such \_\_\_\_\_ and \_\_\_\_\_  
(title) (title)

of said corporation, duly executed said instrument in behalf of said municipal corporation and  
caused its corporate seal to be affixed thereto pursuant to authority given by the corporate  
authority of said municipal corporation, as its free and voluntary act and as the free and  
voluntary act and deed of said municipal corporation, for the uses and purposes therein set  
forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D.  
2022

\_\_\_\_\_  
Notary Public

My Commission expires:

\_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, \_\_\_\_\_, Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Marcelino Garcia, personally known to me to be the Chairman of the Committee on Finance of the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago, a body corporate and politic, and Jacqueline Torres, personally known to me to be the Clerk of said body corporate and politic, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Chairman of the Committee on Finance and such Clerk, they signed and delivered the said instrument as Chairman of the Committee on Finance of the Board of Commissioners and Clerk of said body corporate and politic, and caused the corporate seal of said body corporate and politic to be affixed thereto, pursuant to authority given by the Board of Commissioners of said body corporate and politic, as their free and voluntary act and as the free and voluntary act and deed of said body corporate and politic, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D.  
2022

\_\_\_\_\_  
Notary Public

My Commission expires:

---



APPROVED AS TO FORM AND LEGALITY:

---

Head Assistant Attorney

---

General Counsel

APPROVED:

---

Executive Director

RECEIVED:

Fee\_\_\_\_\_

Insurance\_\_\_\_\_

Bond\_\_\_\_\_



Exhibit A

**EXHIBIT B**

**RELEASE AND INDEMNITY**

**CONFINED SPACE ENTRY**

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_  
(Employee's Name)

("RELEASOR"), of \_\_\_\_\_  
(Address) (City, State, Zip)

being of lawful age, in consideration of being permitted to enter sewers, structures, conduits, shafts, tunnels, chases, manholes, vaults, and any other construction or facility owned or controlled by the METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO ("DISTRICT"), and categorized by OSHA standards as ("PERMIT") ("NON-PERMIT") "CONFINED SPACE" to periodically access meter vaults located at the James C. Kirie Water Reclamation Plant at 701 W. Oakton Street, in Des Plaines, Illinois for the purpose of reading, inspecting, maintaining or repairing Des Plaines-owned water meters during the five-year permit term from January 1, 2023 to December 31, 2027, does for RELEASOR and RELEASOR'S heirs, executors, administrators, personal representatives, successors and assigns REMISE, RELEASE and FOREVER DISCHARGE the DISTRICT, its Commissioners, officers, agents and employees of and from any and all claims, causes of action, chases in action, losses, injuries, damages or liabilities, which may have in anywise accrued in favor of RELEASOR and against the DISTRICT on account of RELEASOR'S presence on DISTRICT real estate and/or entry into, activity within or exit from any and all CONFINED SPACES owned or controlled by the DISTRICT.

RELEASOR acknowledges and understands that entry into such confined space may be dangerous and the environment within said CONFINED SPACE may be hazardous. RELEASOR acknowledges that DISTRICT has disclosed all known facts regarding the conditions within said CONFINED SPACE and RELEASOR accepts the condition of said CONFINED SPACE, "AS-IS", "AS-FOUND" and "WITH ALL FAULTS".

RELEASOR further acknowledges that it has been advised of all regulations, rules and conditions by which RELEASOR must abide in order to gain permitted access to said CONFINED SPACE and that it has fully completed and tendered to the District the CONFINED SPACE ENTRY AUTHORIZATION FORM attached hereto.

RELEASOR acknowledges that all equipment used by RELEASOR during entry into, presence in and exit from CONFINED SPACE is owned or lawfully possessed by RELEASOR, that same is fully serviceable and in good working order, in full compliance with all applicable laws, orders, regulations,

statutes, codes or any guidances of any governmental body having jurisdiction over the CONFINED SPACE, RELEASOR, the DISTRICT of RELEASOR'S activity therein. As further consideration for being granted access to the aforesaid CONFINED SPACE, RELEASOR acknowledges and agrees that RELEASOR will comply with all safety orders, or directions, written or verbal, given by DISTRICT personnel while RELEASOR is in and about the CONFINED SPACE, without question. Failure to comply with any such order or direction will result in RELEASOR'S expulsion from the CONFINED SPACE and all DISTRICT property.

In further consideration of the District's granting RELEASOR permission to enter upon its property, including, but not limited to, the aforesaid CONFINED SPACES, RELEASOR for RELEASOR and RELEASOR'S heirs, executors, administrators, personal representatives, successors and assigns, agrees to defend, indemnify, keep and save harmless the DISTRICT, its Commissioners, officers, agents, and employees, against all injuries, deaths, losses, damages, claims, patent claims, liens, suits, liabilities, judgments, costs and expenses which may in anywise accrue, directly or indirectly, against the DISTRICT, its Commissioners, officers, agents or employees, in consequence of the granting of the aforesaid permission, or which may in anywise result therefrom or from any work done thereunder, whether or not shall be alleged or determined that the act was caused through negligence or omission of the RELEASOR or RELEASOR'S employees, or of any contractor or subcontractor, or their employees, if any, and the RELEASOR shall, at the RELEASOR'S sole expense appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the DISTRICT, its Commissioners, officers, agents or employees, in any such action the RELEASOR shall, at RELEASOR'S sole expense, satisfy and discharge the same.

In further consideration of DISTRICT granting RELEASOR access to the aforesaid CONFINED SPACE, RELEASOR agrees that, prior to entering upon said real estate or entering the CONFINED SPACE, it will procure, maintain and keep in force, at RELEASOR'S expense, public liability and property damage insurance in which the DISTRICT, its Commissioners, officers, agents and employees, are a named insured, and all-risk property insurance in which the DISTRICT is named loss payee from a company to be approved by the DISTRICT, each policy to have limits of not less than:

COMPREHENSIVE GENERAL LIABILITY  
Combined Single Limit Bodily Injury Liability  
Property Damage Liability  
in the amount of not less than \$4,000,000.00  
per Occurrence

ALL RISK PROPERTY INSURANCE  
in the amount of not less than \$4,000,000.00  
per Occurrence

INCLUDING

An Amount Not Less Than the  
Replacement Cost of Improvements  
Located on the Premises

WORKER'S COMPENSATION INSURANCE  
Statutory Amount

EMPLOYER'S LIABILITY INSURANCE  
In the Amount of \$2,000,000.00 Per Occurrence

Prior to entering upon said CONFINED SPACE, the RELEASOR shall furnish the DISTRICT certificates of such insurance or other suitable evidence that insurance coverage has been procured and is maintained in full force and effect. Upon DISTRICT'S written request, RELEASOR shall provide DISTRICT with copies of the actual insurance policies within ten (10) days of District's request for same. Such certificates and insurance policies shall clearly identify the affected real estate and CONFINED SPACE and shall provide that no change, modification in or cancellation of any insurance shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance carrier to the District. The provisions of this paragraph shall in no wise limit the liability of the RELEASOR to defend, indemnify and hold harmless the DISTRICT, as set forth above.

WITNESS my hand seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

(RELEASOR) \_\_\_\_\_  
(Corporation Name)

By: \_\_\_\_\_  
An officer duly authorized should sign and attach corporate seal

(RELEASOR) \_\_\_\_\_  
(Employee's Name) (Employee's Title)

RELEASOR'S EMPLOYER, \_\_\_\_\_ SHALL PROCURE,  
MAINTAIN AND KEEP IN FORCE, AT RELEASOR'S EMPLOYER'S EXPENSE THE AFORESAID PUBLIC  
LIABILITY AND PROPERTY DAMAGE INSURANCE UNDER SUCH TERMS AND CONDITIONS AS  
REQUIRED BY THIS RELEASE.

[illegible]

I, \_\_\_\_\_, a Notary Public in and for said County,  
(Name)  
in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_,  
(Employee's Name)  
personally known to me to be the \_\_\_\_\_  
(Employee's Title)  
of \_\_\_\_\_, a corporation, and  
(Corporation Name),  
\_\_\_\_\_ personally known to me to be the  
(Corporation Officer's Name)  
\_\_\_\_\_ of said corporation are the same persons  
(Corporation Officer's Title)  
whose names are subscribed to the foregoing instrument, appeared before me this  
day in person and severally acknowledged that as such \_\_\_\_\_  
(Title)  
and \_\_\_\_\_ of said corporation,  
(Title)  
duly executed said instrument on behalf of said corporation and caused the corporate seal of said corporation  
to be affixed thereto pursuant to authority given by the Board of Directors of said corporation, as their free and  
voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein  
set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2022

Notary Public

My Commission expires:

---



**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, AUGUST 15, 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 7:00 p.m. in the Eleanor Rohrbach Memorial Council Chambers, Des Plaines Civic Center on Monday, August 15, 2022.

**ROLL CALL**

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

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

**PRAYER AND PLEDGE**

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

**PROCLAMATION**

City Clerk Mastalski read a proclamation by Mayor Goczkowski declaring August 21, 2022 as National Senior Citizens Day.

Mayor Goczkowski presented the proclamation to Stephen Samuelson, President and CEO of the Frisbie Senior Center and senior center members.

**PUBLIC COMMENT**

Resident Jennifer Toner addressed the City Council stating she is seeking assistance regarding an eight-foot fence constructed on her neighbor's property.

A couple residents addressed the City Council regarding the content of letter from a staff member with Union Pacific regarding the Graceland/Webford development.

**ALDERMAN ANNOUNCEMENTS**

Alderman Oskerka mentioned the Self-Help Closet & Pantry of Des Plaines is having their annual Putt for the Pantry on August 27, 2022 from 4:00 p.m. to 8:00 p.m. at Lake Park.

Alderman Smith stated the Des Plaines Camera Club is having 56 images of various Des Plaines sites on display at the Des Plaines Library from September 6, 2022 through the end of the month.

**MAYORAL ANNOUNCEMENTS**

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

Upon roll call, the vote was:

AYES: 6 - Lysakowski, Moylan, Oskerka,  
Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 2 - Zadrozny, Brookman

Motion declared carried.

### **CONSENT AGENDA**

Moved by Chester, seconded by Smith, to Establish the Consent Agenda.

Upon voice vote, the vote was:

AYES: 6 - Lysakowski, Moylan, Oskerka,  
Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 2 - Zadrozny, Brookman

Motion declared carried.

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

Upon roll call, the vote was:

AYES: 6 - Lysakowski, Moylan, Oskerka,  
Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 2 - Zadrozny, Brookman

Motion declared carried.

Minutes were approved; Resolutions R-123-22, R-131-22, R-141-22, R-142-22, R-143-22, R-144-22, R-145-22 were adopted.

### **APPROVE CNTRCT/ SW SNOW REM/ DGO PREM SVCS Consent Agenda**

Moved by Chester, seconded by Smith, to Approve Resolution R-141-22, A RESOLUTION APPROVING THE SECOND RENEWAL OF A CONTRACT WITH DGO PREMIUM SERVICES CO. FOR SIDEWALK SNOW REMOVAL SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

### **Resolution R-141-22**

### **APPROVE TSK ORD NO 3/ SNOW PLOW/ G&L CONTRS Consent Agenda**

Moved by Chester, seconded by Smith, to Approve Resolution R-142-22, A RESOLUTION APPROVING TASK ORDER NO. 3 WITH G&L CONTRACTORS, INC. FOR SNOW PLOWING SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

### **Resolution R-142-22**

### **APPROVE 1<sup>ST</sup> AMD TO CNTRCT/ TREE MAINT/ LDSCP CONCEPT MGMT Consent Agenda**

Moved by Chester, seconded by Smith, to Approve Resolution R-143-22, A RESOLUTION APPROVING A FIRST AMENDMENT TO THE CONTRACT WITH LANDSCAPE CONCEPT MANAGAGEMENT, INC. FOR TREE MAINTENANCE SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

### **Resolution R-143-22**

**APPROVE CNTRCT/  
PRO AUDIT SVCS/  
CROWE LLP**

**Consent Agenda**

Moved by Chester, seconded by Smith, to Approve Resolution R-144-22, A RESOLUTION APPROVING A CONTRACT WITH CROWE LLP FOR PROFESSIONAL AUDIT SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-144-22**

**APPROVE JFA/  
MAINT OF RIV  
GAUGE/ USGS**

**Consent Agenda**

Moved by Chester, seconded by Smith, to Approve Resolution R-145-22, A RESOLUTION APPROVING A JOINT FUNDING AGREEMENT WITH THE UNITED STATES GEOLOGICAL SURVEY FOR THE OPERATION AND MAINTENANCE OF A RIVER GAUGE. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-145-22**

**APPROVE & AUTH  
LEASE AGRMT/  
ANT ON WTR TWR/  
NICOR**

**Consent Agenda**

Moved by Chester, seconded by Smith, to Approve Resolution R-123-22, A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BETWEEN THE CITY OF DES PLAINES AND NORTHERN ILLINOIS GAS COMPANY REGARDING A COMMUNICATIONS ANTENNA ON THE WATER TOWER AT GOLF AND RIVER ROADS. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-123-22**

**APPROVE  
MINUTES**

**Consent Agenda**

Moved by Chester, seconded by Smith, to Approve the Minutes of the City Council meeting of August 1, 2022, as published. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE AGRMT  
TO CBA/ IAFF  
LOCAL 4211**

**Consent Agenda**

Moved by Chester, seconded by Smith, to Approve Resolution R-131-22, A RESOLUTION APPROVING A SIDE LETTER AGREEMENT TO THE COLLECTIVE BARGAINING AGREEMENT WITH THE DES PLAINES PROFESSIONAL FIREFIGHTERS UNION - INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 4211. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-131-22**

**APPROVE  
MINUTES**

**Consent Agenda**

Moved by Chester, seconded by Smith, to Approve the Closed Session Minutes of the City Council meeting of August 1, 2022, as published. Motion declared carried as approved unanimously under Consent Agenda.

**NEW BUSINESS**

**FINANCE & ADMINISTRATION – Alderman Moylan, Vice-Chair**

**WARRANT  
REGISTER**

**Resolution  
R-146-22**

Alderman Moylan presented the Warrant Register.

Moved by Moylan, seconded by Oskerka, to Approve the Warrant Register of August 15, 2022 in the Amount of \$2,661,646.89 and Approve Resolution R-146-22.

Upon roll call, the vote was:

AYES: 6 - Lysakowski, Moylan, Oskerka,  
Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 2 - Zadrozny, Brookman

Motion declared carried.

**COMMUNITY DEVELOPMENT** - Alderman Chester, Chair**CONSIDER  
SUPPORTING AND  
CONSENTING TO  
THE APPROVAL OF  
CLASS 6B FOR  
580 S WOLF RD  
Resolution  
R-140-22**

Director of Community & Economic Development Carlisle reviewed a memorandum dated August 4, 2022.

Applicant 580 S Wolf Rd LLC (Manager: Jan Leja, also of Highlander Transportation) is the contract purchaser of 580 S. Wolf Road. The applicant is requesting a resolution supporting a Cook County Class 6b Property Tax Incentive (6b). Qualified industrial properties are assessed at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year. Normally such properties are assessed at 25% of market value. This application is based on the New Construction eligibility criterion.

The subject property consists of an 8.5-acre vacant site. The land is currently zoned M-2 General Manufacturing District and allows for a number of industrial uses. If approved, the applicant intends to purchase the property and construct an approximately 63,000-square-foot distribution facility to become the new home of Highlander Transportation. Distribution facilities are a permitted use in the M-2 Zoning District.

The applicant projects the property value after full construction at approximately \$16 million. This value far exceeds the minimum \$10-per-building-square-foot of investment typically required for City support to 6b applications. The proposed facility will face South Wolf Road and include 94 parking spaces, 66 trailer parking spaces, 27 exterior dock doors, fueling stations, and truck scales.

The applicant expects to move 70 of its 100 current full-time employees to this site. The applicant anticipates that if the company grows at its expected rate, it will grow to have approximately 100-140 employees at the site in the next 2-5 years. The job number exceeds the City's minimum expectation for number of employees (50) to be generated by a new construction project after two years.

Tax Impact Scenarios (First 10 Years):

1. Estimated annual taxes as is (no improvements, no 6b): \$146,661
2. Estimated annual taxes with proposed improvements with a 6b: \$483,510
3. Estimated annual taxes with proposed improvements without a 6b: \$1,208,775

Alderman Oskerka asked the applicant a few questions - he asked about hours of operation, number of vehicles on the property, expected traffic, fencing, and sound mitigation.

Representatives of the applicant answered the questions from Alderman Oskerka.

A couple residents expressed their concern with the effect of the business on the tranquility of the neighborhood; stating they would like a limitation of hours of operation and a sound muffling barrier. They asked the City Council to take into consideration what is best for the residential neighborhood, and to consider the previous consent decree associated with this property.

Representatives of the applicant stated they would commit to a sound barrier, but due to the nature of the transportation business, they cannot commit to a limitation of operating hours.

Resident Rick Grubbs addressed the setback of the property line from the railroad.

Moved by Oskerka, seconded by Moylan, to Approve the Resolution R-140-22, A RESOLUTION SUPPORTING AND CONSENTING TO APPROVAL OF CLASS 6B CLASSIFICATION FOR THE PROPERTY AT 580 S WOLF RD.

Upon roll call, the vote was:

AYES: 6 - Lysakowski, Moylan, Oskerka,  
Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 2 - Zadrozny, Brookman

Motion declared carried.

### **LEGAL & LICENSING** - Alderman Chester, Vice-Chair

#### **CONSIDER THE SUBMISSION OF A PUBLIC QUESTION TO ELIMINATE TERM LIMITS FOR ELECTED MUNICIPAL OFFICIALS** **Resolution R-147-22**

The City Attorney prepared a resolution authorizing the submission of a public question asking whether term limits for all elected officials should be eliminated. The question would appear on the ballot as “Shall the City of Des Plaines eliminate term limits for each elected official in the City?”.

If the resolution is adopted, the resolution will be forwarded to the appropriate election authorities, and the referendum question will be placed on the November 8, 2022 election ballot, or at the next available election permitted by election law.

If a majority of voters vote “YES” on the question, then the City will have the authority to amend the City Code to eliminate term limits for all elected officials. If the majority of voters vote “NO” on the question, then the existing term limits will remain in place.

Mayor Goczkowski stated he would like the position of the Mayor to be excluded from consideration of eliminating term limits, having the referendum only apply to the Aldermen and City Clerk.

Alderman Oskerka asked City Clerk Mastalski to comment on the proposed referendum question.

City Clerk Mastalski expressed her opinion on the whether term limits for the position of the City Clerk should be eliminated.

Resident John Maag expressed his objection to eliminating term limits, and stated he would like the City to limit the amount of terms an individual can serve overall.

Resident Jordan Minerva stated he would like historical perspective regarding the referendum that implemented term limits.

Alderman Chester stated an issue with term limits is that an alderman becomes a lame duck during the second term; stating the alderman is not accountable to voters because they cannot run for reelection.

Resident Pat Beauvais gave insight on the referendum and the ordinance implementing term limits since she was alderman at the time it was adopted.

Resident Alex Coologeorgen asked for clarification on whether the referendum is binding.

General Counsel Friedman stated in 1998 the referendum was adopted and the City operated as if that was the law without amending the ordinance until 2003; he stated the expectation is if the referendum is adopted then that will become the City Council law.

Resident Jennifer Poonsapaya asked why the issue is being voted on again, and who requested this to be voted on again.

Alderman Lysakowski stated he requested to move forward with this resolution based on the lame duck theory.

Resident Marian Cosmides stated she does not agree with the lame duck theory and questioned why this is being brought up again. She also mentioned the Union Pacific letter regarding the Graceland/Webford project.

Resident Max mentioned the letter from Union Pacific, and asked which aldermen are in their second term.

Alderman Oskerka stated he believed this should be considered for the November ballot since that is when the City sees the greatest voter turnout.

Resident Thomas Lovestrand stated he would like the City Council to delay a vote on the resolution.

General Counsel Friedman clarified that the question based on the amended motion would be "Shall the City of Des Plaines eliminate term limits for the Alderman and City Clerk?".

Moved by Chester, seconded by Lysakowski, to Approve as Amended, making the language apply only to the Aldermen and City Clerk, and not the Mayor, the Resolution R-147-22, A RESOLUTION INITIATING THE SUBMISSION OF A PUBLIC QUESTION TO ELIMINATE TERM LIMITS FOR ELECTED MUNICIPAL OFFICIALS.

Upon roll call, the vote was:

AYES: 5 - Lysakowski, Moylan, Oskerka,  
Chester, Ebrahimi

NAYS: 1 - Smith

ABSENT: 2 - Zadrozny, Brookman

Motion declared carried.

Resident Janet Bar asked for further clarification regarding the Union Pacific letter. She asked for a consideration of a revote on the Graceland/Webford development zoning based on the author of the letter's request for a minimal structure setback from the tracks.

## **ADJOURNMENT**

Moved by Chester, seconded by Oskerka to adjourn the meeting. The meeting adjourned at 8:21 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: August 26, 2022

To: Michael G. Bartholomew, City Manager

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

Subject: Second Reading – Ordinance Authorizing the Sale of Property at 1332 Webford Avenue

**Update:** At its August 1, 2022 meeting, the City Council voted 6-1 to approve the first reading of Ordinance M-22-22, which authorizes the City's entrance into a Purchase and Sale Agreement (PSA) for 1332 Webford Avenue, a City-owned public parking lot. The proposed purchaser, 622 Graceland Apartments LLC, contemplates the property as part of a mixed-use residential, commercial, parking, and green space development, a zoning change for which (C-3 to C-5 district) was approved on August 1 via Ordinance Z-23-22. The terms of the agreement reflect the following:

- The purchase price for 1332 Webford is now simply \$10. However, the agreement necessitates that the purchaser/developer finalize acquisition of 1330 Webford, an approximately 9,000-square-foot parcel immediately west of 1332 Webford. This acquisition (closing) must happen either prior to the closing for 1332 Webford or essentially simultaneous. The reasoning is some members of the Council have expressed a desire to see the 1330 Webford property (currently improved with "The Dance Building") repurposed as a green space open to the public.
- The PSA requires the purchaser/developer to be responsible for paying for demolition of the existing building at 1330 Webford, as well as all site preparation, programming, and landscaping of the property with placemaking or recreational elements desired by the City.
- The PSA stipulates the purchaser/developer, as the new owner of 1330 Webford, would record a permanent and perpetual easement requiring that 1330 Webford be maintained as public open space, with purchaser/developer or any successors responsible for property maintenance, including maintenance of any recreational improvements. Further, the developer/purchaser or any successors would be responsible for any real estate taxes as may be levied. The result of this arrangement is the City essentially trades a current surface parking lot for a future, publicly available green space, while not inheriting a maintenance obligation for the green space. The City would also receive a supply of indoor public parking in the garage in the new development.
- The PSA refers to a subsequent redevelopment agreement that would require the proposed mixed-use residential, commercial, and parking project at 622 Graceland, 1332 Webford, and 1368 Webford to be "constructed, maintained, and operated in accordance with plans approved" by the

City. This term is intended to give the Council the ability to ensure the petitioner uses desired design concepts.

- The PSA requires the purchaser/developer to deliver a rezoning covenant in a legal instrument acceptable to the General Counsel that pledges the purchaser or any successors in title would not object to a rezoning of 622 Graceland, 1332 Webford, and 1368 Webford to its previous C-3 if the project as contemplated is abandoned prior to application for building permits. *(Note: Ordinance Z-23-22, approving a zoning map amendment from the C-3 District to the C-5 District, is not effective until the transaction for 1332 Webford is complete.)*

**Issue:** 622 Graceland Apartments LLC, an Illinois limited liability corporation, has approached the City with an offer to purchase the property at 1332 Webford Avenue, which is a City-owned public parking lot. The purchaser intends to acquire the property and develop it vertically, pursuant to the applicable bulk rules of the Zoning Ordinance, with a mixed-use residential, commercial, and parking development that would include public parking spaces and publicly accessible green space.

**Analysis:** 1332 Webford is a 13,500-square-foot property directly west of the 622 Graceland Avenue-1368 Webford property (the “Journal and Topics site”) and east of a small mixed-use commercial-residential building at 1330 Webford. A public parking lot, 1332 Webford has been used historically by a mix of permit-holders, who have obtained a monthly permit from the City’s Finance Department, and those seeking time-limited free public parking. Based on observations of current and prior years, the parking lot has been only partially utilized, with ample spaces available at a given time.

622 Graceland Apartments LLC is proposing a mixed-use development (the “Graceland-Webford project”) with 131 residential units, approximately 2,800 square feet of restaurant-lounge/commercial space, an approximately 3,400-square-foot publicly available open green space adjacent to Webford, and a parking garage that would contain 179 spaces. Of these 179 spaces, 25 would be allocated for public use, intended to partially replace the 38 spaces currently at 1332 Webford. The remaining 154 would fulfill the off-street parking requirements of the Zoning Ordinance for the residential units (137 spaces) and proposed restaurant-lounge (17 spaces) in the development. The Graceland-Webford project as designed relies upon the acquisition of 1332 Webford.

By containing public spaces within a garage, the Graceland-Webford project would be similar to the currently under construction Bayview-Compasspoint project, which will contain 79 public spaces within a 409-space garage. Unlike the Bayview-Compasspoint garage, however, the City would not be involved in or obligated to any administrative functions (i.e., tracking and issuing permits, monitoring meters) nor any enforcement responsibilities. Maintenance responsibilities would rest solely with the purchaser/developer and/or any future property owners. Although the City would not be able to collect revenue from the spaces, the agreement does not allow the purchaser/developer to collect revenue, either; the public spaces would be free. A change to this term would require a resolution of the Council. This and other terms governing the use and operation of the public parking spaces would be formalized and recorded against the property, and encompassed within the redevelopment agreement.

**City Council Action:** Pursuant to Section 5 of Chapter 12 of Title 1 of the City Code, the City Council may pass Ordinance M-22-22 to authorize the sale of 1332 Webford to 622 Graceland Apartments LLC, as stipulated in the PSA, which is an exhibit to approving Ordinance M-22-22.



**Attachments**

Attachment 1: Location Map

**Ordinance**

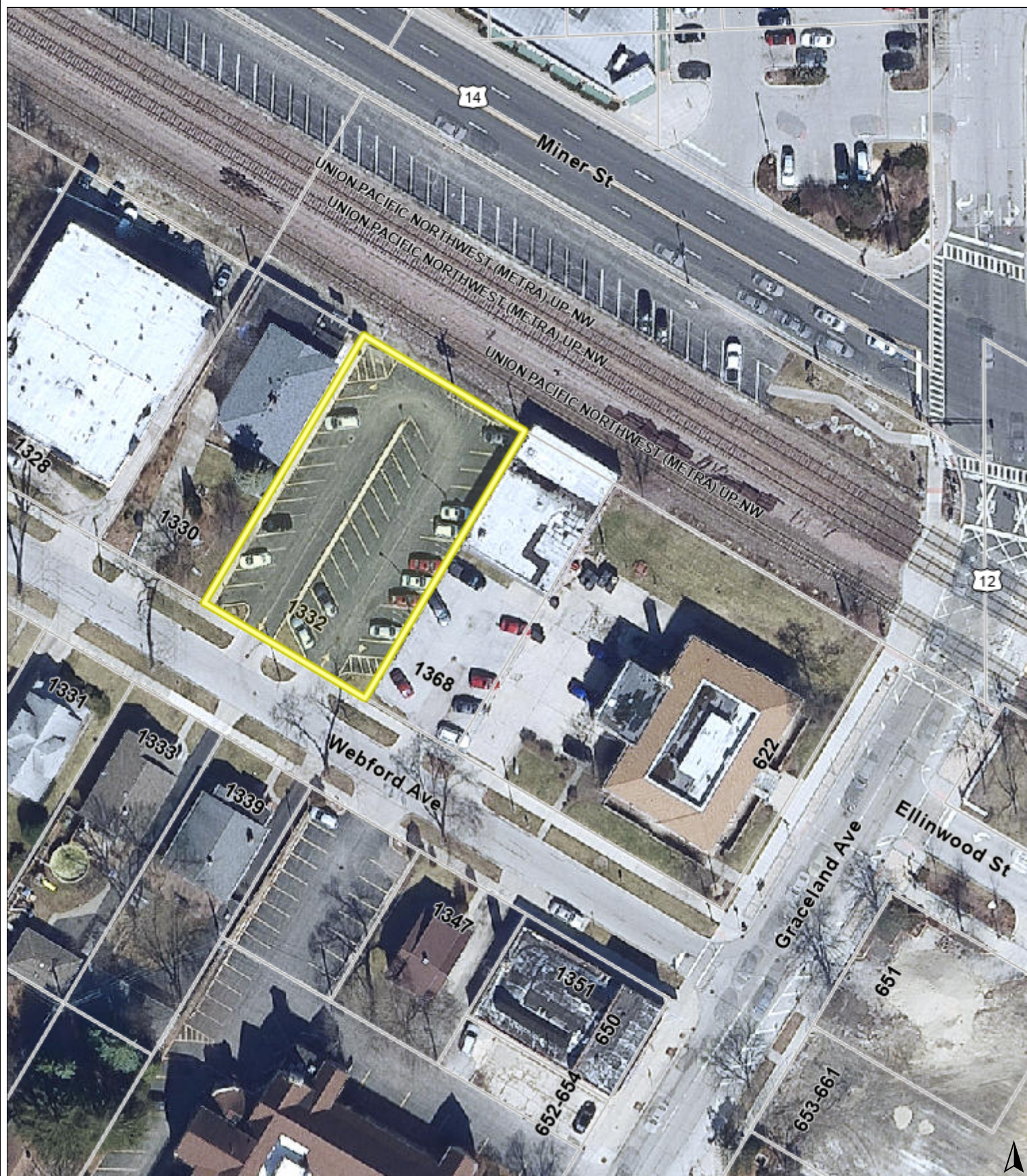
M-22-22

**Exhibits**

Exhibit A: Legal Description

Exhibit B: Purchase and Sale Agreement





0 50 100  
ft

Print Date: 7/11/2022

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.



CITY OF DES PLAINES

ORDINANCE M – 22 – 22

**AN ORDINANCE APPROVING AND AUTHORIZING THE  
EXECUTION OF A PURCHASE AND SALE AGREEMENT  
FOR THE SALE OF THE PROPERTY LOCATED AT 1332  
WEBFORD AVENUE, DES PLAINES, ILLINOIS.**

---

**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**, Section 1-12-5 of the City Code of the City of Des Plaines authorizes the City Council to sell and convey any real property owned or held by the City that the City Council has determined to be no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City; and

**WHEREAS**, the City is the record title owner (“**Owner**”) of that certain property commonly known as 1332 Webford Avenue, Des Plaines, Illinois, 60016, and legally described in **Exhibit A**, attached to, and by reference made a part of, this Ordinance (“**City Parcel**”); and

**WHEREAS**, the City Parcel is 13,500 square feet in area and improved with 38 outdoor off-street parking spaces; and

**WHEREAS**, the City desires to sell the City Parcel to 622 Graceland Apartments LLC corporation (“**Developer**”), which proposes to redevelop the City Parcel in conjunction with adjacent parcels (“**Assembly Parcels**”) and provide no fewer than 25 indoor parking spaces as part of a mixed-use residential, commercial, and parking development, in exchange for \$10 (“**Purchase Price**”), which sale is conditioned upon the fulfillment of all terms, conditions, and purposes set forth in that certain Real Estate Purchase and Sale Agreement by and between the City and the Owner (“**Purchase Agreement**”); and

**WHEREAS**, among other things, the Purchase Agreement requires that, as a condition of and prior to or simultaneous with the closing on the City Parcel, the Developer must acquire, at its sole cost and expense, fee simple title to the parcel located directly to the west of the City Parcel, commonly known as 1330 Webford Avenue (“**Adjacent Parcel**”) and enter into a redevelopment agreement with the City (“**Development Agreement**”) that will require, among other things, Developer, at its sole costs and expense, to (i) demolish all existing structures and improvements on the Adjacent Parcel; (ii) install or construct such improvements and landscaping as the City may direct to allow use of the Adjacent Parcel as passive recreational open space; and (iii) record a permanent and perpetual easement requiring that the Adjacent Parcel be maintained as a public open space in the manner so approved by the City, all subject to a covenant that must be recorded against the City Parcel, the Assembly Parcels, and the Adjacent Parcel, that will run with and bind Developer and all future owners of the City Parcel and the Assembly Parcels to maintain the Adjacent Parcel and the recreational improvements installed on the Adjacent Parcel, and pay such

real estate taxes as may be levied on the Adjacent Parcel, in perpetuity in accordance with the covenant; and

**WHEREAS**, on August 1, 2022, the City Council adopted Ordinance No. Z-23-22, approving a zoning map amendment for the Assembly Parcels the Developer intends to redevelop from existing C-3 General Commercial District to C-5 Central Business District to accommodate the mixed-use development; and

**WHEREAS**, Ordinance No. Z-23-22 and the rezoning of the Assembly Parcels provided in that Ordinance will not become effective unless and until the Developer acquires title to the City Parcel in accordance with, and subject to, the terms and conditions set forth in the Purchase Agreement; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to enter into the Purchase Agreement with the Developer and to convey the City Parcel to the Developer in accordance with the terms of the Purchase Agreement;

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

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

**SECTION 2: APPROVAL OF PURCHASE AGREEMENT.** The City Council hereby approves the Purchase Agreement with the Owner for the sale of the City Parcel for the Purchase Price in substantially the form attached to this Ordinance as *Exhibit B*, and in a final form to be approved by the City Attorney.

**SECTION 3. AUTHORIZATION TO EXECUTE DOCUMENTS.** Pursuant to and in accordance with Section 1-12-5 of the City Code and the home rule powers of the City, the City Council hereby:

A. Determines that the City Parcel is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the City;

B. Authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, the Purchase Agreement and all other documents approved by the City Attorney necessary to transfer title to the City Parcel to the Developer; and

C. Authorizes and directs the City Manager to take all other actions necessary to transfer title to the City Parcel to the Developer in accordance with the terms of the Purchase Agreement.

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

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 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**

### **PARCEL**

THE SOUTHEASTERLY 40 FEET OF LOT 32 AND LOT 33 IN BLOCK 1 IN DES PLAINES MANOR TRACT NO. 1, A SUBDIVISION OF PART OF SECTIONS 17 AND 20, TOWNSHP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED JULY 14, 1911 AS DOCUMENT 4793563, IN COOK COUNTY ILLINOIS.

PIN: 09-17-306-040-0000

Commonly Known As 1332 Webford Avenue, Des Plaines, Illinois, 60016

## **REAL ESTATE PURCHASE AND SALE AGREEMENT**

**THIS REAL ESTATE PURCHASE AND SALE AGREEMENT** ("**Agreement**") is made and entered into as of \_\_\_\_\_, 2022 (the "**Effective Date**") by and between the **CITY OF DES PLAINES**, an Illinois home-rule municipal corporation ("**Seller**"), and **622 GRACELAND APARTMENTS LLC**, an Illinois limited liability company. ("**Purchaser**"). In consideration of the recitals and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser (collectively, the "**Parties**") agree as follows:

### **Section 1. Recitals.**

A. Seller currently owns fee simple title to that certain real property consisting of approximately 0.3100 acres commonly known as 1332 Webford Avenue, Des Plaines, Illinois, 60016 which is legally described on **Exhibit A** attached hereto ("**Property**").

B. Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, the Property.

C. On \_\_\_\_\_, the City Council of the City of Des Plaines approved Ordinance No. M-22-22 preliminarily authorizing Seller's sale and the redevelopment of the Property.

D. Purchaser desires to acquire the Property for the purpose of redeveloping it, together with the adjacent properties commonly known as 1368 Webford Avenue and 622 Graceland Avenue, Des Plaines, Illinois 60016 (collectively the "**Assembly Parcels**") as a multi-family apartment building with commercial and amenity space on the lower floors, as well as a 179-space covered parking garage (collectively the "**Redevelopment**") in accordance with a redevelopment agreement to be negotiated between the Parties ("**Redevelopment Agreement**"). Such Redevelopment Agreement will require that the Assembly Parcels be constructed, maintained, and operated in accordance with plans approved by Seller and will be a covenant upon the Assembly Parcels.

E. Purchaser also agrees that, as a condition of and prior to or simultaneous with closing on the Property, Purchaser will, at its sole cost and expense, acquire fee simple title to the parcel located directly to the west of the Property, commonly known as 1330 Webford Avenue and corresponding to the P.I.N. 09-17-306-039 ("**Adjacent Parcel**") and will, as a condition of and prior to or simultaneous with the closing on the Property, covenant to (i) demolish all existing structures and improvements on the Adjacent Parcel at Purchaser's sole cost and expense; (ii) install or construct such improvements and landscaping as the City may direct to allow use of the Adjacent Parcel as recreational open space; (iii) record a permanent and perpetual easement on the Adjacent Parcel requiring that it be maintained as public open space; and (iv) maintain the Adjacent Parcel and the recreational improvements installed on the Adjacent Parcel in perpetuity, including paying such real estate taxes as may be levied on the Adjacent Parcel, all in the manner set forth in the Redevelopment Agreement and in a restrictive covenant attached as an exhibit to the Redevelopment Agreement to be recorded against the Property and the Assembly Parcels providing that these requirements will run with and bind all future owners of the Property, the Assembly Parcels and the Adjacent Parcels.

F. Purchaser agrees it will, as more fully specified in the Redevelopment Agreement, maintain within the Redevelopment, in perpetuity, or until released by Seller, a



minimum of 25 parking spaces, of which two spaces will be designated disabled parking spaces, for the use and benefit of the general public ("**Public Parking Spaces**"). Purchaser will prohibit residents of the Redevelopment from using the Public Parking Spaces as long-term unit parking. Purchaser will also release Seller from any future responsibility for administration, maintenance, enforcement, or sharing in any costs related to these Public Parking Spaces. Purchaser agrees, on behalf of all future assigns, heirs, or transferees, that no fee may be charged to the general public for use of the Public Parking Spaces, unless specifically authorized by the City Council of the City of Des Plaines by resolution duly adopted.

G. Purchaser further agrees to include an approximately 3,400 square foot landscaped passive use area just north of the public sidewalk on the Webford Avenue frontage of the Redevelopment ("**Open Space Area**"), which will be reserved for such use via an easement or covenant on the Plat of Subdivision for the Subject Property.

H. The Parties agree that an Operation and Reciprocal Easement Agreement ("**OREA**") will be drafted and executed by Purchaser in a form acceptable to Seller's General Counsel, and will be recorded against the Property and the Assembly Parcels at the time of the approval of the Final Plat of Subdivision/Consolidation or the Closing whichever is later. The OREA will memorialize the Developer's, or its successor's, long-term operational obligations as set forth in the Redevelopment Agreement, including all obligations related to the Public Parking Spaces and the Open Space Area.

**Section 2. Incorporation of Recitals.** The Recitals are incorporated into this Agreement.

**Section 3. Purchase and Sale; Purchase Price.**

A. **Purchase Price.** In consideration of the covenants and conditions contained in this Agreement and the Redevelopment Agreement, including specifically, but without limitation, Purchaser's obligation, at its sole cost and expense, to acquire fee simple title to the Adjacent Parcel prior to or simultaneous with the closing on the Property, Seller shall sell the Property to Purchaser, and Purchaser shall purchase the Property from Seller, subject to the terms of this Agreement and the Redevelopment Agreement. The purchase price for the Property is \$10.00 ("**Purchase Price**").

B. **Earnest Money.** Purchaser will deliver \$60,000.00 ("**Earnest Money**") to Chicago Title Insurance Company ("**Title Company**"), [c/o Ruby Rodriguez, 10 S. LaSalle St., Suite 3100 Chicago, Illinois, 60603, Tel: 312-223-2125, Cell: 312-489-9210, email: [Ruby.rodriguez@ctt.com](mailto:Ruby.rodriguez@ctt.com) referencing Order No. CCHI2104614LD as escrowee] ("**Escrowee**"), by the wire of immediate available funds the Earnest Money. Seller will cooperate with Purchaser in the funding of the Earnest Money with the Escrowee. Escrowee will hold the Earnest Money pursuant to the form strict joint order escrow agreement then in use by the Escrowee with such changes as may be necessary to conform to this Agreement.

C. **Balance of Purchase Price.** Purchaser shall pay the Purchase Price, less the Earnest Money, provided Purchaser has instructed the Escrowee to release the Earnest Money to Seller, plus or minus prorations, credits, and adjustments as provided in this Agreement, at the Closing through a Closing Escrow (defined in Section 8 below) by wire transfer in accordance with wire instructions proved by the Title Company.

D. **Interest on Earnest Money.** Purchaser will pay any fee charged by the Escrowee for placement of the Earnest Money in an interest-bearing account and will sign such

documents as required by Escrowee. Any interest earned on the Earnest Money shall be credited to Purchaser at the Closing. Purchaser may decline to hold the Earnest Money in an interest-bearing account.

#### **Section 4. Parties' Preliminary Obligations and Rights.**

A. **Seller's Deliveries.** Purchaser acknowledges receipt of copies of all of the following documents: (i) Title Commitment for the Property issued by the Title Company dated June 25, 2021 and identified as Order No. CCHI2104614LD ("**Title Commitment**"); and (ii) survey by Haeger Engineering dated August 5, 2021 (collectively "**Seller's Deliveries**").

B. **Title Commitment.** Seller has obtained a preliminary commitment from the Title Company to issue to Purchaser at Closing an ALTA Owner's Title Insurance Policy (i) in the amount of the Purchase Price, (ii) with an extended coverage endorsement over all standard exceptions, (iii) insuring good, marketable, and insurable title to the Property, and (iv) with coverage over any "gap" period, all subject only to the Permitted Exceptions (defined in Section 5.B (ii)) (the "**Title Policy**"). Purchaser shall pay the cost for the Title Policy with an extended coverage endorsement over standard exceptions and for any other endorsements it requests.

#### **C. Surveys and Plats.**

(i) **ALTA/NSPS Survey.** Seller has obtained an ALTA/NSPS standard survey of the Property, that (a) is prepared by Haeger Engineering, (b) will be certified in favor of Seller, Purchaser and the Title Company, (c) complies with all requirements of the Title Company that are conditions to the removal of the survey exception from the standard printed exceptions in the Title Commitment, and (d) contains a certification as to the total acreage of the Property. Purchaser shall pay the cost for the ALTA/NSPS Survey.

(ii) **Plat of Subdivision/Consolidation.** Purchaser will provide to Seller no later than 60 days after the Effective Date a Tentative Plat of Subdivision/Consolidation of the Property and the Assembly Parcels. Purchaser will provide Seller, no later than 180 days after the Effective Date, with a Final Plat of Subdivision/Consolidation that complies with the requirements of the subdivision regulations of Seller ("**Subdivision Regulations**") and includes accurate depictions of:

(a) the Property and the Assembly Parcels; and

(b) all other elements required by the Subdivision Regulations and the Illinois Plat Act (765 ILCS 205/0.01 *et seq.*)

("Plat of Subdivision/Consolidation"). Purchaser will deliver the Final Plat of Subdivision/Consolidation to Seller within 180 days from the Effective Date, Purchaser will submit any documents necessary for the approval of the Final Plat of Subdivision/Consolidation by Seller. Purchaser will pay all costs associated with both the Tentative and the Final Plat of Subdivision/Consolidation. Nothing in this Section 4.C prohibits or limits Purchaser's ability to submit a combined Tentative and Final Plat of Subdivision/Consolidation for the Property.

D. **Environmental Assessment.** Beginning on the Effective Date, Purchaser may cause to be performed one or more (i) environmental assessments, reviews, or audits, including without limitation a Phase I site assessment, of or related to the Property, and (ii) other investigations or analyses concerning the environmental and physical condition of the Property (collectively, the “**Environmental Assessments**”). At Seller’s request, Purchaser shall provide a copy of any completed Environmental Assessment to Seller.

## **Section 5. Due Diligence Period.**

A. **Period and License.** During the period that begins on the Effective Date and ends on the one hundred eightieth (180<sup>th</sup>) day after the Effective Date (“**Due Diligence Period**”), Purchaser may conduct such investigations, inspections, reviews, and analyses of or with respect to the Property as Purchaser desires (“**Due Diligence Activities**”). The Due Diligence Activities may include, without limitation, reviews of Seller’s Deliveries, and the Environmental Assessments. Seller hereby grants to Purchaser a license during the Due Diligence Period, for the use of Purchaser and its agents and contractors, to conduct Due Diligence Activities on the Property at any time upon 1 day’s prior notice to Seller.

### **B. Review of Title Commitments and Surveys.**

The Parties agree that the review of the Title Commitment attached as **Exhibit C** and the Survey have been completed.

- (i) **Identification of Unpermitted Exceptions and Commitment to Cure.** Seller commits to cure exceptions N, B, A, I, and K, in the Title Commitment (“Unpermitted Exceptions”), provided, however, that if the unpermitted Exceptions, including the Must Cure Exceptions as identified below, exceed \$50,000 to cure or insure over, Seller shall have the additional option of terminating this Agreement and the Redevelopment Agreement with no further obligation to Purchaser. The following are Unpermitted Exceptions, that Seller must cure, and not merely insure over, prior to or at the Closing, and that Seller will be deemed to commit to cure in the Commitment to Clear Exceptions, (collectively, the “**Must Cure Exceptions**”): (i) each mechanics’, materialmen’s, repairmen’s, contractors’ or other similar lien that encumbers the Premises, unless the lien arises from the acts of Purchaser, (ii) each mortgage, security deed, and other security instrument that encumbers the Premises unless arising from the acts of Purchaser, and (iii) any past due Real Estate Taxes (defined in Section 8.F) applicable to the Premises.

- (ii) **Permitted Exceptions.** The following exceptions identified in the Title Commitment are Permitted Exceptions (“**Permitted Exceptions**”):

Schedule B Part 1: Purchaser will comply with Exceptions 1, 2, 3, 4, 5, 6, 7, and 8.

Schedule B Part 2: Seller and Purchaser will cooperate to ensure

that General Exceptions 1, 2, 3, 4, 5, 6, and 7 and E 18 are waived at the Closing, except that the encroachments and easements, as shown on the ALTA/NSPS Survey and identified as Exception Q and M will remain. Purchaser will comply with Exceptions C, D, H, O, and R. Seller will comply with Exception C-8.

Purchaser accepts as Permitted Exceptions the following:

Exceptions G, M and Q and zoning and building ordinances/laws; any requirements by the Metropolitan Water and Reclamation District and all land use regulations that apply to the Property, the lien of taxes not yet due and payable and the standard exclusions and exceptions coverage in the jacket of the Title Policy (except for the general exception 1 through 5 noticed in the Title Commitment) and any encroachment, encumbrance or adverse circumstance affecting the title that is disclosed by the survey or required by the Title Company due to the identification of Purchaser and under Exceptions H.

C. **Review of Environmental Assessments; Environmental Work.**

- (i) **Remediation Notice.** If Purchaser determines through its review of an Environmental Assessment, that there exists within the Property a condition that (a) may require environmental clean-up, remediation, or (in the case of underground and above ground storage tanks (collectively, **"Storage Tanks"**)) removal, and (b) was caused by Seller or is confined solely to the Property and did not migrate from an adjacent property and (c) may adversely affect Purchaser's intended redevelopment of the Property (an **"Environmental Condition"**), then, before the end of the Due Diligence Period, Purchaser may send Seller either (a) a written notice terminating this Agreement, in which event neither party shall have any further liability to the other and the Earnest Money will be released to Purchaser or (b) a written notice describing all clean-up work, remediation work, and removal of Storage Tanks that is required with respect to the Property (collectively, the **"Environmental Work"**) in reasonable detail and requesting that Seller provide Purchaser with a credit at Closing (the **"Remediation Credit"**) for the costs and expenses of the Environmental Work (a **"Remediation Notice"**); provided, however, that if the cost of the Environmental Work is projected to exceed \$10,000, Seller shall have the additional option of terminating this Agreement with no further obligation to Purchaser.
- (ii) **Seller's Obligation to Re Remediation Notice Response.** With respect to a Remediation Notice timely submitted during the Due Diligence Period, then within 10 business days after receiving the Remediation Notice, Seller shall provide Purchaser with a written notice (a **"Remediation Notice Response"**) stating whether Seller (a) will provide a Remediation Credit at the Closing or (b) declines to provide the Remediation Credit at, the Closing. If Seller does not timely provide a Remediation Notice Response, it will be deemed to have declined to

provide a Remediation Credit. If Seller declines to provide the requested Remediation Credit, then Purchaser may terminate this Agreement.

**D. Restoration and Insurance and Indemnity.**

- (i) **Restoration.** If Due Diligence Activity damages the Property, Purchaser shall restore the Property to a condition that is substantially the same as its condition prior to the performance of such Due Diligence Activity.
- (ii) **Insurance.** Purchaser agrees that it will cause it and any person accessing the Property hereunder to be covered by not less than \$2,000,000 commercial general liability insurance (with, in the case of Purchaser's coverage, a contractual liability endorsement, insuring its indemnity obligation under this Agreement), insuring all activity and conduct of such person while exercising such right of access and naming Seller as an insured, issued by a licensed insurance company qualified to do business in Illinois and otherwise reasonably acceptable to Seller.
- (iii) **Indemnity.** Purchaser agrees to indemnify, defend and hold harmless Seller and its officials, employees, contractors, and agents from any loss, injury, damage, cause of action, liability, claim, lien, cost or expense, including reasonable attorneys' fees and costs, caused directly, or indirectly by any act or omission of Purchaser or its employees, agents, representatives, contractors or consultants conducting this Due Diligence. The indemnity in this Section 5.D (iii) shall survive the Closing or any termination of this Agreement.

**E. Purchaser's Right to Terminate.** Purchaser has the right to terminate this agreement in its sole discretion by or before the end of the Due Diligence Period. In the event of a termination pursuant to this Section 5.E neither party shall have any claims or obligation under this Agreement, except for those rights, liability and obligations that expressly survive the termination of this Agreement, including , but not limited to, Purchaser's obligations to restore the Property pursuant to Section 5D, Purchaser's obligations to pay Seller's costs and fees pursuant to that Escrow Agreement dated November 3, 2021 ("**Escrow Agreement**") and the Redevelopment Agreement. The Earnest Money will be returned to Purchaser less any funds due to Seller under this Agreement, the Escrow Agreement or the Redevelopment Agreement.

**Section 6. Representations and Warranties.**

**A. Seller's Representations and Warranties.** The matters set forth in this Section 6.A constitute representations and warranties by Seller which are now and (subject to matters contained in any notice given pursuant to the next succeeding sentence) shall, in all material respects, at the Closing be true and correct. As soon as reasonably practicable after Seller obtains actual knowledge of any material inaccuracy of any of the representations and warranties contained in this Agreement, Seller shall notify Purchaser in writing (which notice shall include copies of the instrument, correspondence, or document, if any, upon which Seller's notice is based) (a "**Correction Notice**") of such material inaccuracy of any of Seller's representations and warranties set forth in this Agreement. If Purchaser receives any Correction Notice after expiration of the Due Diligence Period, Purchaser shall have a period of five (5) business days after receipt of such Correction Notice during which, in Purchaser's sole

discretion, Purchaser may terminate this Agreement by written notice to Seller, whereupon the Earnest Money and accrued interest thereon, if any, less and of Seller's costs and fees under the Escrow Agreement, if any, shall promptly be returned to Purchaser. As used in this Agreement, the phrase "to the extent of Seller's actual knowledge" shall mean the actual knowledge of the City Manager of the City of Des Plaines. There shall be no duty imposed or implied to investigate, inquire, inspect, or audit any such matters, and there shall be no personal liability on the part of such person. To the extent Purchaser has or acquires actual knowledge prior to the expiration of the Due Diligence Period that these representations and warranties are inaccurate, untrue or incorrect in any way, such representations and warranties shall be deemed modified to reflect Purchaser's knowledge or deemed knowledge. Seller represents and warrants to Purchaser that as of the date hereof and as of the date of the Closing:

- (i) it has, or will have as of the date of Closing, the authority under statute and with the approval of its Corporate Authorities, to sell the Property to Purchaser;
- (ii) it has not entered into any agreements or granted any options pursuant to which any third party has the right to acquire all or any portion of the Property or any interest therein;
- (iii) there will not be at the Closing, any leases, tenancies, licenses, franchises, options or rights of occupancy or purchase, which will be binding upon Purchaser or the Property after the Closing except if entered into between the Parties;
- (iv) the Property is not affected by or subject to: (a) any pending or, to the best of its knowledge, threatened condemnation suits or similar proceedings or (b) other pending or, to the best of its knowledge, threatened claims, by or before any administrative agency or court;
- (v) to the best of its knowledge, there are no pending, scheduled, or noticed, requests, applications or proceedings to alter or restrict the zoning applicable to the Property beyond those contemplated by Purchaser necessary to construct and operate the Redevelopment;
- (vi) it is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986; and

**B. Purchaser's Representations and Warranties.** The matters set forth in this Section 6.B constitute representations and warranties by Purchaser which are now and shall, at the Closing, be true and correct. Purchaser represents and warrants to Seller that as of the date hereof and as of the date of the Closing:

- (i) Purchaser has the legal power, right and authority to enter into this Agreement and to consummate the transactions contemplated hereby.
- (ii) The consummation of this transaction shall constitute Purchaser's acknowledgment that it has independently inspected and investigated the Property and has made and entered into this Agreement based upon such inspection and investigation and its own examination of the condition of the Property.



- (iii) Purchaser is experienced in and knowledgeable about the ownership, development and management of real estate, and it has relied and will rely exclusively on its own consultants, advisors, counsel, employees, agents, principals and/or studies, investigations and/or inspections with respect to the Property, its condition, value and potential. Purchaser agrees that, notwithstanding the fact that it has received certain information from Seller or its agents or consultants, Purchaser has relied solely upon and will continue to rely solely upon its own analysis and will not rely on any information provided by Seller or its agents or consultants, except as expressly set forth in Section 6.A.
- (iv) Purchaser has the financial ability and resources to perform under this Agreement and the Redevelopment Agreement.
- (v) Thirty (30) days prior to the Closing Date (as defined in Section 8.B (i)), Purchaser will provide to Seller a non-conditional commitment for financing adequate to complete the redevelopment of the Property pursuant to the Redevelopment Agreement.

C. **No Other Warranties and Representations.** Except as specifically set forth in this Agreement, Seller has not made, does not make and has not authorized anyone to make, any warranty or representation as to any written materials delivered to Purchaser, the persons preparing such materials, the truth, accuracy or completeness of such materials, the present or future physical condition, development potential, zoning, building or land use law or compliance therewith, the operation, income generated by, or any other matter or thing affecting or relating to the Property or any matter or thing pertaining to this Agreement. Purchaser expressly acknowledges that no such warranty or representation has been made and that Purchaser is not relying on any warranty or representation whatsoever other than as is expressly set forth in this Agreement or in the documents delivered by Seller pursuant to Section 4.A. Purchaser shall accept the Property “as is” and in its condition on the date of Closing subject only to the express provisions of this Agreement and hereby acknowledges and agrees that except as otherwise set forth in this Agreement or the documents to be delivered pursuant to Section 4.A, **SELLER HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, FUTURE OR OTHERWISE, OF, AS TO, CONCERNING OR WITH RESPECT TO, THE PROPERTY.**

- (i) **No Environmental Representations.** Seller makes no representations or warranties as to whether the Property contains asbestos, radon or any hazardous materials or harmful or toxic substances, or pertaining to the extent, location or nature of same, if any. Further, to the extent that Seller has provided to Purchaser information from any inspection, engineering or environmental reports concerning asbestos, radon or any hazardous materials or harmful or toxic substances, Seller makes no representations or warranties with respect to the accuracy or completeness, methodology of preparation or otherwise concerning the contents of such reports.
- (ii) **Release of Claims.** Subject to the express provisions hereof, Purchaser acknowledges and agrees that Seller makes no representation or warranty as to, and Purchaser, for itself, its successors and assigns, waives and releases Seller from any present or future claims, at law or in



equity, whether known or unknown, foreseeable or otherwise, arising from or relating to, the Property, this Agreement or the transactions contemplated hereby, including without limitation the presence or alleged presence of asbestos, radon or any hazardous materials or harmful or toxic substances in, on, under or about the Property, including without limitation any claims under or on account of (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as the same may have been or may be amended from time to time, and similar state statutes, and any regulations promulgated thereunder, (ii) any other federal, state or local law, ordinance, rule or regulation, now or hereafter in effect, that deals with or otherwise in any manner relates to, environmental matters of any kind, (iii) this Agreement, or (iv) the common law. Purchaser hereby specifically acknowledges that Purchaser has carefully reviewed this Section 6 and has discussed its import with legal counsel and that the provisions of this Section 6 are a material part of this Agreement. This Section 6 shall survive the Closing forever.

**Section 7. Covenants and Agreements.**

A. **Seller's Covenants and Agreements.** Seller covenants and agrees with Purchaser that:

- (i) Seller shall not make, enter into, grant, amend, extend, renew or grant any waiver or consent under any lease, tenancy, easement, license or other agreement allowing the use or occupancy after the Closing of all or any portion of the Property, without Purchaser's prior written consent.
- (ii) Seller shall not enter into or amend any contracts, agreements or undertakings that will be binding upon Purchaser or the Property after the Closing, without Purchaser's prior written consent.
- (iii) Seller shall not create, or allow the creation of, any encumbrance on the title of the Property, without Purchaser's prior written consent (except for any Permitted Exceptions).
- (iv) Seller shall not take any action, directly or indirectly, to encourage, initiate, or engage or participate in discussions or negotiations with any third party concerning a potential sale of all or any portion of, or any interest in, the Property.
- (v) Seller shall promptly inform Purchaser of any developments which would cause any of its representations or warranties contained in this Agreement to be no longer materially accurate.

B. **Purchaser's Covenants and Agreements.** Purchaser covenants and agrees with Seller that:

- (i) Purchaser shall not take any action, directly or indirectly, to encourage, initiate, or engage or participate in discussions or negotiations with any third party concerning a potential sale of all or any portion of, or any interest in, the Property, except as allowed by the Redevelopment

Agreement.

- (ii) Purchaser shall promptly inform Seller of any developments which would cause any of its representations or warranties contained in this Agreement to be no longer materially accurate.
- (iii) Purchaser will use its best efforts to complete all of its requirements under this Agreement and the Redevelopment Agreement on a timely basis.
- (iv) Purchaser will take any and all actions necessary to obtain financing for it to perform its obligations under this Agreement and the Redevelopment Agreement.
- (v) Purchaser will not object to the repeal of Des Plaines Ordinance No. Z-23-22 and/or the rezoning of the Assembly Parcels to the C-3 District in the event that Purchaser, or its successors in interest to the Assembly Parcels, abandon the Redevelopment prior to acquiring the Property or applying for building permits for the Redevelopment and shall execute and deliver to Seller a legal instrument acceptable to Seller's General Counsel memorializing this obligation ("**Rezoning Covenant**") prior to closing.

**C. Conditions Precedent to Closing.**

Purchaser's obligation to close is subject to each and all of the following conditions being satisfied by Seller, or waived in writing by Purchaser (the "**Closing Contingencies**"):

- (i) all of Seller's representation and warranties contained in this Agreement must be materially true and correct as of the Closing Date,
- (ii) Seller must have timely performed all of its obligations under this Agreement,
- (iii) all Conditions precedent to Purchaser's obligation to close on the transaction contemplated in this Agreement must have been satisfied or waived as of the Closing Date,
- (iv) Seller must have delivered all items required to be delivered by Seller pursuant to Section 8.C including the Rezoning Covenant,
- (v) the Title Company is committed to issuing the Title Policy, subject only to Permitted Exceptions and any requirements Purchaser must meet for issuance of the Title Policy, and
- (vi) any and all lease or tenancies of any kind have been terminated and all service contracts have been terminated as of the Closing Date,

Seller's obligation to close is subject to each and all of the following conditions being satisfied by Purchaser, or waived in writing by Seller (the "**Closing Contingencies**"):

- (vii) All of Purchaser's representation and warranties contained in this Agreement must be materially true and correct as of the Closing Date,
- (viii) Purchaser must have timely performed all of its obligations under this Agreement,
- (ix) all Conditions precedent to Seller's obligation to close on the transaction

contemplated in this Agreement must have been satisfied or waived as of the Closing Date,

(x) Purchaser must have delivered all items required to be delivered by Purchaser pursuant to Section 8.B (iv) and Section 8.D.C,

(xi) Purchaser has complied with all requirements of the Title Company for it to issue its Title Policy, and

Purchaser may inspect the Property within twenty-four (24) hours prior to the Closing Date to determine whether the Closing Contingencies have been satisfied. If a Closing Contingency is not satisfied because of a default by the other party, the non-defaulting party will have all of its rights under Section 12.E of this Agreement.

## **Section 8. Closing.**

A. **Conveyance and Possession.** Seller shall convey title to Purchaser to the Property by delivery of a Quit Claim Deed with Deed Restriction ("***Seller's Deed***"). Seller shall cause Seller's Deed to be in recordable form, subject to Permitted Exceptions. Seller shall deliver possession of the Property to Purchaser upon the Closing.

### **B. Time, Place; Closing Escrow.**

- (i) Time. The Closing will occur (i) no later than the 30<sup>th</sup> day following the later of (a) the expiration of the Due Diligence Period; and (b) ten (10) business days after the City Council of the City of Des Plaines's approval of the Final Plat of Subdivision/Consolidation and Redevelopment Agreement, Seller's approval of all final Engineering Drawings, and the License Agreement and the OREA or (ii) on another date mutually agreed to in writing by the Parties (the "***Closing Date***").
- (ii) Place. The Closing will be at the office of the Title Company at [500 Skokie Blvd Suite 290 Northbrook, Illinois]. The Parties need not physically attend a Closing.
- (iii) Closing Escrow. On or before the Closing, Purchaser and Seller shall establish an escrow in the usual form of deed and money escrow agreement then in use by Title Company with such changes made as may be necessary to conform with the provisions of this Agreement (a "***Closing Escrow***"). The Closing will be a "New York" style closing.

C. **Seller Closing Deliveries.** At the Closing, Seller shall deliver or cause to be delivered to Purchaser the following, in each case, fully executed (as applicable):

- (i) evidence reasonably satisfactory to the Title Company of the authority of Seller to consummate the Closing, to the extent such authority is not apparent in the documents recorded when Seller acquired title to the Property,
- (ii) Seller's Deed and other instruments of transfer and conveyance transferring the Property, free of all liens other than the Permitted Exceptions,

- (iii) to the extent required by the Title Company, a “gap” undertaking in customary form and substance for the “gap” period” through the applicable Closing Date or the date of recording, as the case may be,
- (iv) a current form of ALTA Statement (including a statement there is no Property Manager) in customary form and substance as required by the Title Company,
- (v) a counterpart to the closing statement,
- (vi) real estate transfer declarations or exemptions required by Applicable Laws (as defined in Section 12.D (ii),
- (vii) all other documents, certificates, forms and agreements required by this Agreement or Applicable Law or customarily required by the Title Company, in order to close the transaction, including any instrument, assurance or deposit required for the Title Company to insure over Unpermitted Exceptions in such form, terms, conditions and amount as may be required by the Title Company,
- (viii) a non-foreign affidavit under Section 1445 of the Internal Revenue Code,
- (ix) Certified copies of the ordinance/resolution, authorizing this conveyance of the Property, and
- (x) a marked-up signed Title Commitment or signed Pro Forma title policy.

**D. Purchaser’s Closing Deliveries.** At Closing, Purchaser shall deliver or cause to be delivered to Seller the following, in each case, fully executed (as applicable) and in form and substance reasonably satisfactory to Seller:

- (i) the Purchase Price, subject to the credits and other adjustments contemplated herein,
- (ii) proof that Purchaser has acquired fee title to the Adjacent Parcel in the form of a recorded deed or a final closing statement issued by a recognized title company demonstrating that the transaction has been completed,
- (iii) fully executed copies of the Redevelopment Agreement in a form and substance acceptable to the City Manager and the City Attorney and incorporating those conditions and requirements set forth in Section 1.D and E of this Agreement,
- (iv) a counterpart to the closing statement,
- (v) a “gap” undertaking in customary form and substance for the “gap” period” through the applicable Closing Date or the date of recording, as the case may be,
- (vi) a current form of ALTA Statement in customary form and substance as required by the Title Company,

- (vii) real estate transfer declarations or exemptions required by Applicable Laws (as defined in Section 12.D (ii),
- (viii) all other documents, certificates, forms and agreements required by this Agreement or Applicable Law or customarily required by the Title Company, in order to close the transaction,
- (ix) Certified, approved and recordable copies of the Plat of Subdivision/Consolidation, the License Agreement, the OREA and the Redevelopment Agreement, as signed by the Parties, which shall be recorded against the Property at Closing,
- (x) such additional information and materials as the Title Company and Seller reasonably request to evidence Purchaser's compliance with its obligations under this Agreement or as otherwise required to be delivered by Applicable Laws,

E. **Closing Costs.** At Closing, Seller shall pay the Remediation Credit, if any, applicable to Environmental Work completed prior to such Closing. Purchaser shall pay (i) 100% of the Title Company's closing fees related to such Closing, (ii) 100% of the costs incurred in recording Seller's Deed, the Plat of Subdivision/Consolidation and the Redevelopment Agreement and any other document required to be recorded by any entity providing funding to Purchaser, (iii) any costs incurred in connection with Purchaser's Due Diligence Activities related to the Due Diligence Period, (iv) the cost of the Plat of Subdivision/Consolidation, (v) the cost of the Title Policy and extended coverage over general exceptions and the cost of any additional endorsements to the Title Policy requested by Purchaser, and (vi) the cost of the ALTA/NSPS Survey.

F. **Prorations.** All ad valorem, special tax roll, or other real estate taxes, charges, and assessments, including special assessments and special service area taxes, affecting the Property (collectively, "**Real Estate Taxes**") shall be prorated on an accrual basis and on a per diem basis, disregarding any discount or penalty and on the basis of the fiscal year of the authority levying the same. If any Real Estate Taxes are assessed against the Property as of Closing Date, then Seller shall give to Purchaser a credit at the Closing based on 100% of the last tax bill and the Parties agree that when the actual Real Estate Tax bill is issued that they will re-prorate the amount due. All water, sewer, and other utility charges, if any, shall be prorated as of Closing. Notwithstanding the foregoing, and as indicated in the Title Commitment, the Property has exempt status for Real Estate Taxes and therefore there will not be any credit for Real Estate Taxes at Closing unless Seller loses its tax-exempt status from the Cook County Assessor. The Parties agree to cooperate with each other to maintain the tax-exempt status of the Property including but not limited to the Purchaser's Agreement to refrain from filing any documents with any entity of Cook County (including but not limited to the Assessor, Treasurer, Board of Review, Maps Department and Transportation Department). In the event the Property loses its tax-exempt status, the Parties agree to cooperate to regain tax exempt status for the time period Seller owned the Property. The Obligations of this Section 8.F will survive Closing and the recording of Seller's Deed.

**Section 9. Casualty; Condemnation.** Promptly upon learning thereof, Seller shall give Purchaser written notice of any condemnation, damage or destruction of the Property occurring prior to the Closing. If prior to the Closing all or a material portion of the Property is condemned, damaged or destroyed by an insured casualty, Purchaser shall have the option of either (i) applying the proceeds of any condemnation award or payment under any insurance policies

(other than business interruption or rental loss insurance) toward the payment of the Purchase Price to the extent such condemnation awards or insurance payments have been received by Seller, receiving from Seller an amount equal to any applicable deductible under any such insurance policy and receiving an assignment from Seller of Seller's right, title and interest in any such awards or payments not theretofore received by Seller, or (ii) terminating this Agreement by delivering written notice of such termination to Seller and Escrowee within ten (10) days after Purchaser has received written notice from Seller of such material condemnation, damage or destruction. If, prior to the Closing, a portion of the Property is condemned, damaged or destroyed and such portion is not a material portion of the Property, the proceeds of any condemnation award or payment and any applicable deductible under any insurance policies shall be applied toward the payment of the Purchase Price to the extent such condemnation awards or insurance payments have been received by Seller and Seller shall assign to Purchaser all of Seller's right, title and interest in any unpaid awards or payments. For purposes of this Section 9, the term "material portion" shall mean greater than ten percent (10%) of the value of the Property or an absence of reasonable access to the Property. If the damage or destruction arises out of an uninsured risk, the Parties agree to proceed to Closing as this Property is essentially vacant.

**Section 10. Brokers.** Seller and Purchaser each represents and warrants to the other that it knows of no broker or other person or entity who has been instrumental in submitting or showing the Property to Purchaser. If any broker or other person asserts a claim for a broker's commission, finder's fee, or similar payment in connection with the transactions contemplated in this Agreement, then Purchaser shall indemnify and hold harmless Seller from and against any damage, liability or expense, including costs and reasonable attorneys' fees that Seller incurs because of such claim.

**Section 11. Patriot Act.**

A. **Definitions.** All capitalized words and phrases and all defined terms used in the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) ("**Patriot Act**") and in other statutes and all orders, rules and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001, are collectively referred to as the "Patriot Rules" and are incorporated into this Section.

B. **Representations and Warranties.** Purchaser and Seller hereby represent and warrant, each to the other, that each and every "person" or "entity" affiliated with each respective party or that has an economic interest in each respective party or that has or will have an interest in the transaction contemplated by this Agreement or in any property that is the subject matter of this Agreement or will participate, in any manner whatsoever, in the purchase and sale of the Property is, to the best of Purchaser's or Seller's knowledge:

- (i) not a "blocked" person listed in the Annex to Executive Order Nos. 12947, 13099 and 13224,
- (ii) in full compliance with the requirements of the Patriot Rules and all other requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("**OFAC**"),
- (iii) operated under policies, procedures and practices, if any, that are in compliance with the Patriot Rules and available to each other for review and



inspection during normal business hours and upon reasonable prior notice,

- (iv) not in receipt of any notice from the Secretary of State or the Attorney General of the United States or any other department, agency or office of the United States claiming a violation or possible violation of the Patriot Rules,
- (v) not listed as a Specially Designated Terrorist or as a blocked person on any lists maintained by the OFAC pursuant to the Patriot Rules or any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of the OFAC issued pursuant to the Patriot Rules or on any other list of terrorists or terrorist organizations maintained pursuant to the Patriot Rules,
- (vi) not a person who has been determined by competent authority to be subject to any of the prohibitions contained in the Patriot Rules, and
- (vii) not owned or controlled by or now acting and or will in the future act for or on behalf of any person or entity named in the Annex or any other list promulgated under the Patriot Rules or any other person who has been determined to be subject to the prohibitions contained in the Patriot Rules.

C. **Mutual Notice; Termination.** Each party covenants and agrees that in the event it receives any notice that it or any of its beneficial owners or affiliates or participants become listed on the Annex or any other list promulgated under the Patriot Rules or indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, the party that receives such notice shall immediately notify the other (the "Non-Blocked Party") and the effect of the issuance of a notice pursuant to the Patriot Rules is that the Non-Blocked Party may elect to either: (i) obtain permission from OFAC to proceed with the Closing, in which case, the Closing Date shall be delayed until such permission is obtained, or (ii) send written notice to the other party terminating this Agreement, in which event the Parties shall have no further rights or obligations under this Agreement, except for those rights, liabilities or obligations that survive a termination of this Agreement.

## **Section 12 . General Provisions.**

A. **Integration; Modification.** This Agreement and the Redevelopment Agreement constitute the entire agreement between the Parties pertaining to the Property and supersedes all prior agreements, understandings, and negotiations pertaining thereto. This Agreement may be modified only by a written amendment or other agreement that is lawfully approved and executed by the Parties.

B. **Further Actions.** The Parties shall execute all documents and take all other actions consistent with this Agreement that are reasonably necessary to consummate the transactions contemplated in this Agreement.

C. **Deliberately Omitted.**

D. **Interpretation.**

- (i) Presumption. There is no presumption that this Agreement is to be



construed for or against Seller or Purchaser, or either party as the principal author of the Agreement. Instead, this Agreement shall be interpreted in accordance with the general tenor of the language in an effort to reach the intended result.

- (ii) Compliance with Applicable Laws; Governing Law. In performing their obligations under this Agreement, the Parties shall comply with all applicable federal, state, and local statutes, regulations, requirements, ordinances, and other laws ("**Applicable Laws**"). The internal laws of the State of Illinois, without regard to its conflict of laws rules, shall govern the interpretation of this Agreement.
- (iii) Headings and Exhibits. The Section headings in this Agreement are used as a matter of convenience and do not define, limit, construe or describe the scope or intent of the text within such headings. The following Exhibits attached hereto are incorporated herein as an integral part of this Agreement:

Exhibit A: Legal Description of Property

Exhibit B: Redevelopment Agreement – [**TO BE ATTACHED AND INCORPORATED INTO THIS AGREEMENT UPON APPROVAL AND EXECUTION BY ALL PARTIES**]

Exhibit C: Title Commitment

- (iv) Non-Waiver. Except as expressly provided in this Agreement, the mere failure by a party to insist upon the strict performance of any obligation of this Agreement or to exercise any right or remedy related to a default thereof shall not constitute a waiver of its rights. If a party waives a right under this Agreement, that waiver shall not be deemed a waiver of any other right.
- (v) Severability. If any provision of this Agreement is invalid or unenforceable against any party under certain circumstances, then this Agreement will be deemed to be amended by deleting such provision. This Agreement will be enforceable, as amended, to the fullest extent allowed by Applicable Laws and so long as the amendment does not result in a failure of consideration.
- (vi) Time. Time is of the essence in the performance of this Agreement. If any date upon which action is required under this Agreement is a Saturday, Sunday, or legal holiday, the date will be extended to the first business day after such date that is not a Saturday, Sunday or legal holiday.

**E. Enforcement.**

(i) **Default.**

(a) Seller's Remedies. In the event Purchaser shall default in its obligations under this Agreement, including its obligation to purchase the Property from Seller pursuant to this Agreement for any reason, except by reason of a material default by Seller or the permitted termination of this

Agreement by Purchaser or Seller as herein expressly provided, Purchaser shall be in breach of its obligations hereunder and Seller shall be released from any further obligations hereunder. BY INITIALING BELOW, PURCHASER AND SELLER HEREBY ACKNOWLEDGE AND AGREE THAT SELLER'S ACTUAL DAMAGES IN THE EVENT OF SUCH A BREACH OF THIS AGREEMENT BY PURCHASER WOULD BE EXTREMELY DIFFICULT OR IMPOSSIBLE TO DETERMINE, THAT THE AMOUNT OF THE EARNEST MONEY DEPOSIT IS THE PARTIES' BEST AND MOST ACCURATE ESTIMATE OF THE DAMAGES SELLER WOULD SUFFER IN THE EVENT THE TRANSACTION PROVIDED FOR IN THIS AGREEMENT FAILS TO CLOSE, AND THAT SUCH ESTIMATE IS REASONABLE UNDER THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT. PURCHASER AND SELLER AGREE THAT SELLER'S RIGHT TO RETAIN THE EARNEST MONEY DEPOSIT SHALL BE THE SOLE REMEDY OF SELLER AT LAW IN THE EVENT OF SUCH A BREACH OF THIS AGREEMENT BY PURCHASER. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECTION, IF PURCHASER BRINGS AN ACTION AGAINST SELLER FOR AN ALLEGED BREACH OR DEFAULT BY SELLER OF ITS OBLIGATIONS UNDER THIS AGREEMENT, RECORDS A LIS PENDENS OR OTHERWISE ENJOINS OR RESTRICTS SELLER'S ABILITY TO SELL AND TRANSFER THE PROPERTY OR REFUSES TO CONSENT TO OR INSTRUCT RELEASE OF THE EARNEST MONEY DEPOSIT TO SELLER IF REQUIRED BY ESCROW AGENT (EACH A "**PURCHASER'S ACTION**"), SELLER SHALL NOT BE RESTRICTED BY THE PROVISIONS OF THIS SECTION FROM BRINGING AN ACTION AGAINST PURCHASER SEEKING EXPUNGEMENT OR RELIEF FROM ANY IMPROPERLY FILED LIS PENDENS, INJUNCTION OR OTHER RESTRAINT, AND/OR RECOVERING FEES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) WHICH SELLER MAY SUFFER OR INCUR AS A RESULT OF ANY PURCHASER'S ACTION; AND THE AMOUNT OF ANY SUCH FEES, COSTS AND EXPENSES AWARDED TO SELLER SHALL BE IN ADDITION TO THE LIQUIDATED DAMAGES SET FORTH HEREIN. NOTHING IN THIS AGREEMENT SHALL, HOWEVER, BE DEEMED TO LIMIT PURCHASER'S LIABILITY TO SELLER FOR DAMAGES OR INJUNCTIVE RELIEF FOR BREACH OF PURCHASER'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT OR THE REDEVELOPMENT AGREEMENT.

**ACCEPTED AND AGREED TO:**

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Seller

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Purchaser

(b) **Purchaser's Remedies.** In the event Seller shall default in its obligation to convey the Property to Purchaser pursuant to this Agreement for any reason, except Purchaser's default or the permitted termination of this Agreement by Seller or Purchaser as herein expressly provided, Purchaser shall be entitled, as its sole and exclusive remedy, to either (i) (a) terminate this Agreement (by delivering notice to Seller which

includes a waiver of any right, title or interest of Purchaser in the Property) or (b) if Purchaser so elects, pursue an action at law for recovery of Purchaser's actual out-of-pocket third-party costs incurred as part of Purchaser's due diligence efforts hereunder, subject to the Maximum Liability Cap (as defined below in Section 12.E (v)), which action must be commenced, if at all, within the sixty (60) day period following the occurrence of such default of Seller (the "**Limitation Period**"); provided, however, that if, within the Limitation Period, Purchaser gives Seller written notice of such a breach and Seller commences to cure and thereafter terminates such cure effort, Purchaser shall have an additional thirty (30) days from the date of such termination within which to commence an action at law for third-party costs, as aforesaid, as a consequence of Seller's failure to cure or (ii) treat this Agreement as being in full force and effect and pursue only the specific performance of this Agreement, provided that Purchaser must commence any action for specific performance within sixty (60) days after the scheduled Final Closing Date. Purchaser waives any right to pursue any other remedy at law or equity for such default of Seller, including, without limitation, any right to seek, claim or obtain damages, punitive damages or consequential damages. In no case shall Seller ever be liable to Purchaser under any statutory, common law, equitable or other theory of law, either prior to or following the Closing, for any lost rents, profits, "benefit of the bargain," business opportunities or any form of consequential damage in connection with any claim, liability, demand or cause of action in any way or manner relating to the Property, the condition of the Property, this Agreement, or any transaction or matter between the parties contemplated hereunder. Purchaser's remedies hereunder are in addition to the right to receive the return of the Earnest Money to the extent it is not applied to the Purchase Price in connection with Purchaser's action for specific performance.

- (ii) Successors and Assigns. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and assigns, if any.
- (iii) Attorney Fees. In any litigation filed to enforce this Agreement, the Parties will be responsible to pay its own attorney's fees, except as noted above in Section 12.E (i)(a).
- (iv) Venue. Venue for any litigation concerning the enforcement of this Agreement shall be in the Circuit Court of Cook County, Illinois, or the federal district court for the Northern District of Illinois.
- (v) Limitation on Liability. In any action or actions brought to enforce the obligations of Seller under this Agreement or any other document delivered in connection herewith, the judgment(s) or decree(s) shall be subject to the provisions of this Section and shall, otherwise in any event, be enforceable against Seller only up to an aggregate maximum amount of \$50,000 ("Maximum Liability Cap").

**F. Execution of Agreement.**

(i) Corporate Authority Approval Required.

(a) Effectiveness; Irrevocable Offer. Purchaser acknowledges that (1) this Agreement is not effective until it is approved by Seller's City Council in accordance with Applicable Laws and executed by Seller's Mayor, (2) by executing this Agreement and delivering it to Seller, Purchaser has made an offer to Seller to enter into this Agreement, (3) such offer may be accepted by the lawful approval of the Agreement by Seller's City Council, and (4) that such offer is irrevocable until 30 days after approval by the City Council and execution by the Mayor.

(b) Consideration. Purchaser acknowledges that Seller's good faith consideration of this Agreement and Purchaser's irrevocable offer, is adequate consideration for Seller's agreements in this Section.

(ii) Counterparts and Effectiveness. The Parties may execute this Agreement in multiple counterparts, all of which taken together will constitute a single Agreement binding on the Parties, notwithstanding that the Parties are not signatories to the same counterpart. This Agreement will be deemed fully executed, and effective as of the Effective Date, when each party has executed at least one counterpart. Any signature of a party to this Agreement that is sent by that party to the other party via a telefax transmission or via an email transmission in a PDF format shall be deemed a binding signature hereto. Each party shall deliver an original signature to the other party upon the other party's request.

(iii) Representations and Warranties. Purchaser and Seller, represents and warrants to each other that (i) it has the requisite power and authority to enter into and perform the terms of this Agreement, (ii) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby (a) have been duly authorized by all necessary action and authority and (b) do not violate any agreement to which it is a party, and (iii) no other proceedings on its part, other than as noted in this Agreement, are necessary in order to permit him, her, or it to consummate the transactions contemplated hereby, and (iv) the person executing this Agreement on its behalf, is fully authorized to execute this Agreement, and, by doing so, to bind or it to the obligations under this Agreement.

**G. Notices.** Notices under this Agreement must be delivered (i) personally, (ii) by overnight delivery by a nationally recognized courier service, or (iii) by email, with the notice also being sent personally, by overnight delivery as set forth above, or by regular U.S. mail. Notices under this agreement must be sent to the following addresses or to such other or further addresses as a party may hereafter designate by notice:

if to Seller:	<b>CITY OF DES PLAINES</b>
	1420 Miner St.
	Des Plaines, IL 60016
	Attn.: Michael Bartholomew, City Manager

Email: mbartholomew@desplaines.org

with a copy to: Elrod Friedman LLP  
325 North LaSalle St. Suite 450  
Chicago, Illinois 60603  
Attn: Peter Friedman  
Stew Weiss  
Email: [peter.friedman@elrodfriedman.com](mailto:peter.friedman@elrodfriedman.com)  
Email: [stewart.weiss@elrodfriedman.com](mailto:stewart.weiss@elrodfriedman.com)

if to Purchaser: 622 GRACELAND APARTMENTS LLC  
546 S. Summit St.  
Barrington, IL 60010  
Attn: Joseph Z. Taylor III  
Email: [jztaylor@compasspointdevelopment.com](mailto:jztaylor@compasspointdevelopment.com)

with a copy to: Latimer LeVay Fyock LLC  
55 W. Monroe St., Suite 1100  
Chicago, IL 60603  
Attn: Cary R. Latimer  
Email: [clatimer@llflegal.com](mailto:clatimer@llflegal.com)

Any notice shall be deemed given upon actual receipt. Nothing in this Section will be deemed to invalidate a notice that is actually received, even if it is not given in strict accordance with this Section.

H. **Time of Essence.** Time is of the essence to this Agreement and to all dates and time periods set forth herein.

I. **Deliberately Omitted.**

J. **Assignment by Purchaser.** Purchaser may not assign its rights under this Agreement except as provided in the Redevelopment Agreement.

K. **Recordation.** This Agreement may not be recorded and any attempt to do so shall be of no effect whatsoever.

**[SIGNATURE PAGE FOLLOWS]**

The undersigned execute this Agreement on the dates next to their signatures and acknowledge that this Agreement will become effective as of the Effective Date.

**SELLER:**

**CITY OF DES PLAINES**, an Illinois home rule municipality

By: \_\_\_\_\_  
Name: Andrew Goczkowski  
Title: Mayor

**ATTEST:**

By: \_\_\_\_\_  
Name: Jessica M. Mastalski  
Title: City Clerk

**PURCHASER:**

**622 GRACELAND APARTMENTS LLC**, an Illinois limited liability company

**COMPASSPOINT DEVELOPMENT LLC**,  
an Illinois limited liability company

By: \_\_\_\_\_  
Name: Joseph Taylor III  
Title: Manager

**Attest:**

By: \_\_\_\_\_  
Name: Seema Awatramani  
Title: Manager

## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

THE SOUTHEASTERLY 40 FEET OF LOT 32 AND LOT 33 IN BLOCK 1 IN DES PLAINES MANOR TRACT NO. 1, A SUBDIVISION OF PART OF SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED JULY 14, 1911 AS DOCUMENT 4793563, IN COOK COUNTY, ILLINOIS.

PIN 09-17-306-040-0000

Commonly known as 1332 Webford Ave, Des Plaines, Illinois.



**EXHIBIT B**

**REDEVELOPMENT AGREEMENT**

**(to be attached by the Parties by or before the end of Due Diligence)**

EXHIBIT C

TITLE COMMITMENT

**Section 1. - ALTA COMMITMENT FOR TITLE INSURANCE**

Issued By:

Commitment Number:



**614LD** **CCHI2104**

**Section 2. - NOTICE**

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**Section 3. - COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**Section 4. - Chicago Title Insurance Company**

By:

Countersigned By:

Attest:

Randy Quirk, President

Marjorie Nemzura, Secretary



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**CHICAGO TITLE INSURANCE COMPANY**

**COMMITMENT NO. CCHI2104614LD**

**Transaction Identification Data for reference only:**

ORIGINATING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Insurance Company 10 South LaSalle Street, Suite 3100 Chicago, IL 60603 Main Phone: (312)223-4627 Email: chicagocommercial@ctt.com	Chicago Title and Trust Company 10 South LaSalle Street, Suite 3100 Chicago, IL 60603 Main Phone: (312)223-4627 Main Fax: (312)223-3018

**Section 5. - Order Number: CCHI2104614LD**

**Property Ref.:** DP - 1332 Webford Avenue, Des Plaines, IL

**Section 6. - SCHEDULE A**

1. Commitment Date: June 25, 2021

2. Policy to be issued:

(a) ALTA Owner's Policy 2006

Proposed Insured: Compasspoint Development LLC, an Illinois limited liability company

Proposed Policy Amount: \$300,000.00

(b) ALTA Loan Policy 2006

Proposed Insured: Lender with a contractual obligation under a loan agreement with the Proposed Insured for an Owner's Policy

Proposed Policy Amount: \$10,000.00

3. The estate or interest in the Land described or referred to in this Commitment

is: Fee Simple

4. The Title is, at the Commitment Date, vested in:

The City of Des Plaines, a Municipal corporation of the State of Illinois

5. The Land is described as follows:

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THE SOUTHEASTERLY 40 FEET OF LOT 32 AND LOT 33 IN BLOCK 1 IN DES PLAINES MANOR TRACT NO. 1, A SUBDIVISION OF PART OF SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED JULY 14, 1911 AS DOCUMENT 4793563, IN COOK COUNTY ILLINOIS.

## Section 7. - END OF SCHEDULE A

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**CHICAGO TITLE INSURANCE COMPANY**

**COMMITMENT NO. CCHI2104614LD**

## Section 8. - SCHEDULE B, PART I REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. Be advised that the "good funds" of the title insurance act (215 ILCS 155/26) became effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact your local Chicago Title office regarding the application of this new law to your transaction.
7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
8. **The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.**

## Section 9. - END OF SCHEDULE B, PART I

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**CHICAGO TITLE INSURANCE COMPANY**

**COMMITMENT NO. CCHI2104614LD**

**Section 10. - S  
CHEDULE B, PART II  
EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

**General Exceptions**

**Section 11. - 1. Rights or claims of parties in possession not shown by Public Records.**

**Section 12. - 2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.**

**Section 13. - 3. Easements, or claims of easements, not shown by the Public Records.**

**Section 14. - 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**

**Section 15. - 5. Taxes or special assessments which are not shown as existing liens by the Public Records.**

**Section 16. - 6. We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically**

7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

C 8. Note for additional information: the County Recorder requires that any documents presented for recording contain the following information:

A. The name and address of the party who prepared the document;

B. The name and address of the party to whom the document should be mailed after recording;

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- C. All permanent real estate tax index numbers of any property legally described in the document;
- D. The address of any property legally described in the document;
- E. All deeds should contain the address of the grantee and should also note the name and address of the party to whom the tax bills should be sent.
- F. Any deeds conveying unsubdivided land, or, portions of subdivided and, may need to be accompanied by a properly executed "plat act affidavit."

In addition, please note that the certain municipalities located in the County have enacted transfer tax ordinances. To record a conveyance of land located in these municipalities, the requirements of the transfer tax ordinances must be met. A conveyance of property in these cities may need to have the

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**CHICAGO TITLE INSURANCE COMPANY**

**COMMITMENT NO. CCHI2104614LD**

**Section 17. - S**  
**SCHEDULE B, PART II**  
**EXCEPTIONS**  
(continued)

appropriate transfer tax stamps affixed before it can be  
recorded. This exception will not appear on the policy when  
issued.

G 9.

1. Taxes for the year(s) 2020 and 2021 2021 taxes are not yet due or payable.

1A. Note: 2020 first installment was due March 2, 2021 Note: 2020 final installment not yet due or payable

Perm tax#	Pcl	Year	1st Inst	Stat
09-17-306-040-0000	1 of 1	2020	Not Billed	

Perm tax# 09-17-306-040-0000 Pcl 1 of 1 Volume 89

3A The general taxes as shown below are marked exempt on the collector's warrants.

Year(s): 2019 and prior

Unless satisfactory evidence is submitted to substantiate said exemption our policy, if and when issued, will be subject to said taxes.

D 10. Note: The land lies within a county which is subject to the Predatory Lending Database Act (765 ILCS 77/70 et seq. as amended). A Certificate of Compliance with the act or a Certificate of Exemption therefrom must be obtained at time of closing in order for the Company to record any insured mortgage. If the

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closing is not conducted by the company, a certificate of compliance or a certificate of exemption must be attached to any mortgage to be recorded.

Note: for Cook, Kane, Will and Peoria counties, the act applies to mortgages recorded on or after July 1, 2010.

- N 11. Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
- B 12. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
- A 13. The Company should be furnished a statement that there is no property manager employed to manage the Land, or, in the alternative, a final lien waiver from any such property manager.
- H 14. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other

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**CHICAGO TITLE INSURANCE COMPANY**

**COMMITMENT NO. CCHI2104614LD**

**Section 18. - S**  
**SCHEDULE B, PART II**  
**EXCEPTIONS**  
(continued)

things, additional exceptions or requirements after the designation of the Proposed Insured.

- I 15. Municipal Real Estate Transfer Tax Stamps (or proof of exemption) must accompany any conveyance and certain other transfers or property located in Des Plaines. Please contact said municipality prior to closing for its specific requirements, which may include the payment of fees, an inspection or other approvals.
- K 16. Since a governmental entity holds title to the Land, any conveyance or mortgage of the land is subject to the limitations and conditions imposed by law. Proof of compliance with the same should be furnished.
- M 17. Easement(s) for the purpose(s) and rights incidental thereto as reserved in a document; reserved by the grantors, for purpose perpetual use an enjoyment of water pipes, sewer pipes, mains, catch basin, gas pipes, etc. , recorded on October 21, 1952 as Document No. LR1429065, affects part of the Land therein described.
- E 18. Effective June 1, 2009, if any document of conveyance for Cook County Residential Real Property is to be notarized by an Illinois notary public, Public Act 95-988 requires the completion of a Notarial Record for each grantor whose signature is notarized. The Notarial Record will include the thumbprint or fingerprint of the grantor. The grantor must present identification documents that are valid; are issued by a state or



federal government agency, or consulate; bear the photographic image of the individual's face; and bear the individual's signature. The Company will charge a fee of \$25.00 per Notarial Record.

O 19. Note for information (Endorsement Requests):

All endorsement requests should be made prior to closing to allow ample time for the company to examine required Documentation.

Note: before any endorsements can be approved, we should be informed as to the land use and as to what type of structure is on the land.

(This note will be waived for the policy,)

P 20. Informational Note:

To schedule any closings in the Chicago Commercial Center, please call (312)223-2707.

Q 21. Rights of the public and quasi public utilities to maintain overhead wires as shown on the plat of survey by Haeger Engineering dated August 5, 2021, number 21-162.

R 22. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Compasspoint Development LLC, an Illinois limited liability company

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**CHICAGO TITLE INSURANCE COMPANY**

**COMMITMENT NO. CCHI2104614LD**

**Section 19. - S  
CHEDULE B, PART II  
EXCEPTIONS  
(continued)**

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

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The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

## Section 20. - END OF SCHEDULE B, PART II

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**CHICAGO TITLE INSURANCE COMPANY**

**COMMITMENT NO. CCHI2104614LD**

## Section 21. - COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I-Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

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- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is Two Million And No/100 Dollars (\$2,000,000.00) or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

**Section 22. - END OF CONDITIONS**

**1031 EXCHANGE SERVICES**

**Section 23. - If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information, or to set-up an Exchange, please call Scott Nathanson at (312)223-2178 or Anna Barsky at (312)223-2169.**

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**FINANCE DEPARTMENT**

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



**MEMORANDUM**

Date: August 24, 2022  
To: Michael G. Bartholomew, City Manager  
From: Dorothy Wisniewski, Assistant City Manager/Director of Finance  
Subject: Resolution R-151-22, September 6, 2022, Warrant Register

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

**Recommendation:** I recommend that the City Council approve the September 6, 2022, Warrant Register Resolution R-151-22.

Warrant Register.....\$6,707,530.71

**Estimated General Fund Balance**

Balance as of 06/30/2022: \$35,160,290

*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 1<sup>st</sup> & 2<sup>nd</sup> installments of property tax revenue.*

**CITY OF DES PLAINES**

**RESOLUTION**

**R-151-22**

**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.**

**September 6, 2022**

# City of Des Plaines

## Warrant Register 09/06/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 100 - General Fund</b>					
1	1880	Due from Component Unit	2943 Crowe LLP	707-2548939 Auditing Services for Tax Year 2021 (3rd of 3 years)	5,000.00
<b>Department: 00 - Non Departmental</b>					
2	4160	Real Estate Transfer Tax	8691 Carey, Thomas	Refund 08/16/22 Real Estate Transfer Tax Refund 08/16/22	970.00
3	4160	Real Estate Transfer Tax	8692 James Van Huis and Alison Van Huis	Refund 08/16/22 Real Estate Transfer Tax Refund 08/16/22	590.00
4	4631	Nonresident Ambulance Fees	1459 Blue Cross Blue Shield of Illinois	DPIL-2135819:1 Medical Reimbursement DOS 09/03/2021	1,531.50
<b>Total 00 - Non Departmental</b>					<b>3,091.50</b>

<b>Elected Office</b>					
<b>Division: 110 - Legislative</b>					
5	6000	Professional Services	8452 Anderson Legislative Consulting LTD	08-2022 Lobbyist Services - August 2022 - R-116-22	5,420.00
6	6000	Professional Services	8453 Raucci & Sullivan Strategies LLC	3789 Lobbyist Services - July 2022 - R-131-21	5,000.00
<b>Total 110 - Legislative</b>					<b>10,420.00</b>

<b>Division: 120 - City Clerk</b>					
7	5310	Membership Dues	5670 Municipal Clerks Association N & NW Suburbs	Dues 2022-2023 Clerk and Deputy Clerk Dues 09/01/2022-08/31/2023	40.00
8	5310	Membership Dues	1453 International Institute of Municipal Clerks	ID 44051-FY2023 City Clerk Dues 10/01/2022-09/30/2023	215.00
9	6100	Publication of Notices	1050 Journal & Topics Newspapers	188405 Legal Notice - BFPC Rules and Regulations 07/27/2022	46.16
10	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8002122093 Shredding Services 07/08-07/29/2022	74.36
11	7000	Office Supplies	1644 Warehouse Direct Inc	5290655-0 Copy Paper Notepads, Folders, Notebooks, File Folders	235.41
12	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 081022 Water Delivery Service 07/21/2022	8.00
13	7200	Other Supplies	1644 Warehouse Direct Inc	5290655-0 Copy Paper Notepads, Folders, Notebooks, File Folders	23.16
14	7200	Other Supplies	1644 Warehouse Direct Inc	5290655-1 2 Sign Frames	28.18
<b>Total 120 - City Clerk</b>					<b>670.27</b>

<b>Total 10 - Elected Office</b>					<b>11,090.27</b>
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<b>City Administration</b>					
<b>Division: 210 - City Manager</b>					
15	6005	Legal Fees	8133 Elrod Friedman LLP	9339 7-22 Non-Retainer Matters	1,540.00
16	6005	Legal Fees	8133 Elrod Friedman LLP	9347 7-22 Non-Retainer Matters	2,986.50
17	6005	Legal Fees	8133 Elrod Friedman LLP	9350 7-22 Non-Retainer Matters	851.00
18	6005	Legal Fees	8133 Elrod Friedman LLP	9355 7-22 Non-Retainer Matters	399.21
19	6005	Legal Fees	8133 Elrod Friedman LLP	9357 7-22 Non-Retainer Litigation	1,540.00
20	6005	Legal Fees	8133 Elrod Friedman LLP	JUL 2022 RET July 2022 Retainer	18,500.00
21	6009	Legal Fees - Admin Hearings/Prosecutions	1073 Bartel, Raymond	22-15 Skokie Traffic Court 7/25/22, Admin Hearings 08/03-08/08/2022	1,377.50
22	6010	Legal Fees - Labor & Employment	1127 Clark Baird Smith LLP	15659 Legal Fees July 2022	2,662.50
23	7000	Office Supplies	1644 Warehouse Direct Inc	5284211-0 Electric Pencil Sharpener	15.99



# City of Des Plaines

## Warrant Register 09/06/2022

Line #	Account		Vendor	Invoice	Invoice Description	Amount
24	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 081022	Water Delivery Service 07/21/2022	42.43
Total 210 - City Manager						29,915.13

<b>Division: 230 - Information Technology</b>						
25	6000	Professional Services	4583 Argon Electric Company, Inc	9601	Task Order #15 Electrical Services 07/27-08/04/2022	19,874.00
26	6105	Records Preservation	1370 Microsystems Inc	085977	Scanning Service July 25-August 2, 2022	319.75
27	6300	R&M Software	2664 Speedlink Solutions Inc	709557	Barracuda Office 365 Email Archiver (Year 1 of 3) 7/1/22-6/30/23	36,950.00
28	6300	R&M Software	8050 CADD Microsystems Inc	SO30030110-1	Bluebeam Revu Maintenance Renewal 6/21/22 - 6/22/23	5,120.00
29	6300	R&M Software	5051 HelpSystems LLC	V0000197888	Automate Professional Edition - Single License 10/01/22-09/30/23	675.97
30	6305	R&M Equipment	7910 BeyondTrust Corporation	IN0068212	Additional Remote Support License 8/1/22 - 7/31/23	2,880.76
31	6305	R&M Equipment	8399 Park Place Technologies LLC	PUSA10090069640	Maintenance Service Contract 09/01-09/30/2022	64.00
32	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 081022	Water Delivery Service 07/21/2022	56.92
<b>Total 230 - Information Technology</b>						<b>65,941.40</b>

<b>Division: 240 - Media Services</b>						
33	6108	Public Relations & Communications	1050 Journal & Topics Newspapers	188435	1/2 Page Ad 07/27/2022 for National Night Out Held on 8/2/22	585.00
34	6195	Miscellaneous Contractual Services	6622 EarthCam Inc	WS0408225159	Subscription for Video of Downtown Project 5/8/22 - 5/8/23	6,195.00
35	6535	Subsidy - Youth Commission	3604 Ummel, Patti	92422R-2	Balance Due for Youth Comm Fall Fest Event 9/24/22	250.00
<b>Total 240 - Media Services</b>						<b>7,030.00</b>

<b>Division: 250 - Human Resources</b>						
36	5315	Tuition Reimbursements	7531 Lee, Ted C	TRP2022Summer R	Tuition Reimbursement 5/2-6/25/2022	1,849.50
37	5340	Pre-Employment Testing	1267 Northwest Community Hospital	27937R	4 Pre-Employment Tests 7/13-7/27/2022	200.00
38	5340	Pre-Employment Testing	1267 Northwest Community Hospital	27938R	Pre-Employment Test PW (Imm) 7/12/2022	165.00
39	5340	Pre-Employment Testing	8533 Justifacts Credential Verification	353868R	6 Pre-Employment Background Screenings 06/30-07/20/2022	527.26
40	5340	Pre-Employment Testing	1320 IL State Police	Cost 01755-07/22	Fingerprint Background Check Services July 2022	113.00
41	5345	Post-Employment Testing	1267 Northwest Community Hospital	27911R	4 Post-Employment Tests (PD) 7-9-7/12/2022	289.00
42	6100	Publication of Notices	1485 ILCMA - IL City/County Mgmt Assoc	3813R	Job Posting - Media Specialist Digital 8/11-9/1/2022	50.00
43	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8002122093	Shredding Services 07/08-07/29/2022	74.36
44	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 081022	Water Delivery Service 07/21/2022	8.00
45	7200	Other Supplies	2016 Signarama	43143R	Nameplate for HP Generalist, HR Management Analyst 8/3/2022	91.25
<b>Total 250 - Human Resources</b>						<b>3,367.37</b>

<b>Total 20 - City Administration</b>						<b>106,253.90</b>
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# City of Des Plaines

## Warrant Register 09/06/2022

Line #	Account		Vendor	Invoice	Invoice Description	Amount
Department: 30 - Finance						
46	6000	Professional Services	1101 Capital Gains Inc	2656	Investment Management Services 3rd Quarter 2022	2,003.00
47	6000	Professional Services	2071 Lauterbach & Amen, LLP	68225	Tax Levy - Police Pension for Fiscal Year 12/31/2021	2,730.00
48	6000	Professional Services	2071 Lauterbach & Amen, LLP	68226	Tax Levy - Firefighters' Pension for Fiscal Year 12/31/2021	2,730.00
49	6000	Professional Services	2943 Crowe LLP	707-2548939	Auditing Services for Tax Year 2021 (3rd of 3 years)	19,625.00
50	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8002122093	Shredding Services 07/08-07/29/2022	74.36
51	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 081022	Water Delivery Service 07/21/2022	94.39
52	7200	Other Supplies	8690 ODP Business Solutions LLC	259323834001	1 Black 3" Binder	10.61
53	7200	Other Supplies	8690 ODP Business Solutions LLC	259352930001	19-3" Binders	201.59
54	7200	Other Supplies	2016 Signarama	43158	3 Office Name Plates - Finance	144.50
55	7200	Other Supplies	1644 Warehouse Direct Inc	5298558-0	50 Binders and 4 Ctns of Copy Paper	64.00
Total 30 - Finance						27,677.45

Community Development						
Division: 410 - Building & Code Enforcement						
56	6000	Professional Services	6315 B&F Construction Code Services Inc	15965	Inspection Services April 2022	2,480.33
57	6000	Professional Services	5764 GovTempUSA LLC	4008883	Permit Tech Assistance - Clerical Weeks Ending 07/17 & 07/24/222	2,814.00
58	6000	Professional Services	5764 GovTempUSA LLC	4018135	Permit Tech Assistance - Clerical Weeks Ending 07/31 & 08/07/22	2,740.50
59	6000	Professional Services	8629 Health Inspection Professionals Inc	546	Health Inspections Contractor June 2022	10,237.50
60	6000	Professional Services	8629 Health Inspection Professionals Inc	554	Health Inspections Contractor July 2022	11,700.00
61	6000	Professional Services	6315 B&F Construction Code Services Inc	59669	Plan Review 07/27/2022 Project 1126359	7,229.52
62	6000	Professional Services	6315 B&F Construction Code Services Inc	59739	Plan Review 08/03/2022 Project 1126420	2,234.00
63	6000	Professional Services	7647 Citywide Elevator Inspection Services Inc	DP7291	Elevator Inspections R-194-21 - June 2022	736.00
64	6000	Professional Services	7647 Citywide Elevator Inspection Services Inc	DP7452	86 Elevator Inspections R-194-21 July 2022	688.00
65	6005	Legal Fees	8133 Elrod Friedman LLP	9348	7-22 Non-Retainer Matters	5,686.53
66	6005	Legal Fees	8133 Elrod Friedman LLP	9349	7-22 Non-Retainer Litigation	256.50
67	6025	Administrative Services	7961 BridgePay Network Solutions LLC	10465	Utility Web & Business License Transaction Fees July 2022	0.80
68	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 081022	Water Delivery Service 07/21/2022	106.88
Total 410 - Building & Code Enforcement						46,910.56

Division: 420 - Planning & Zoning						
69	6005	Legal Fees	8133 Elrod Friedman LLP	9356*	7-22 Non-Retainer Matters	822.50
70	6100	Publication of Notices	1050 Journal & Topics Newspapers	188445	Legal Notice 08/03/2022 for Public Hearing 08/23/2022	95.20
71	7000	Office Supplies	1644 Warehouse Direct Inc	5287463-0	8 Dz Pens, 5 Pks of Post-It Notes, Etc.	255.79

# City of Des Plaines

## Warrant Register 09/06/2022

Line #	Account		Vendor	Invoice	Invoice Description	Amount
72	7200	Other Supplies	1644 Warehouse Direct Inc	5287463-0	8 Dz Pens, 5 Pks of Post-It Notes, Etc.	40.59
Total 420 - Planning & Zoning						1,214.08

<b>Division: 430 - Economic Development</b>						
73	6000	Professional Services	1332 Kane McKenna & Associates	18806	TIF Consulting Service 07/06-07/28/2022	2,012.50
74	6005	Legal Fees	8133 Elrod Friedman LLP	9341	7-22 Non-Retainer Matters	225.00
<b>Total 430 - Economic Development</b>						<b>2,237.50</b>

<b>Total 40 - Community Development</b>						<b>50,362.14</b>
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<b>Public Works &amp; Engineering</b>						
<b>Division: 510 - Engineering</b>						
75	7000	Office Supplies	1644 Warehouse Direct Inc	5294224-0	12 Mechanical Pencils and 4 Packs of Erasers	65.76
<b>Total 510 - Engineering</b>						<b>65.76</b>

<b>Division: 520 - Geographic Information Systems</b>						
76	6195	Miscellaneous Contractual Services	1060 Municipal GIS Partners Inc	6070	R-26-22 Geographic Information System Support 07/01-07/31/2022	17,853.83
<b>Total 520 - Geographic Information Systems</b>						<b>17,853.83</b>

<b>Division: 530 - Street Maintenance</b>						
77	6040	Waste Hauling & Debris Removal	7706 Lakeshore Recycling Systems LLC	0005064601	Debris Removal - 2122 Sprucewood - 07/22/2022	154.50
78	6040	Waste Hauling & Debris Removal	7691 Builders Asphalt LLC	102942	1.0 Load of Asphalt Grindings Disposal - 08/11/2022	50.00
79	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	21827	Branch Pick Up - 60018 - 07/21/2022	9,778.82
80	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	21872	Branch Pick Up - 60016 - 07/12/2022	12,739.04
81	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	21899	Parkway Tree Removals - 07/20/2022	18,511.46
82	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	23127	Stump Removals & Restorations - 08/09/2022, R-169-19	6,607.66
83	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	23152	Branch Pick Up - 60016 - 08/06/2022	10,269.10
84	6195	Miscellaneous Contractual Services	7409 Aquamist Plumbing & Lawn Sprinkling Co Inc	115611	Season Inspection/Repair - Northwest Hwy Irrigation - 07/29/2022	500.00
85	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	221843	Spring Annuals - 04/12/2022	3,665.00
86	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	230060	Easement Clearing - Henry Alley - 07/14/2022, R-27-21	2,120.00
87	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	230409	Landscape Maintenance - Downtown - July 2022	2,403.33
88	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	230412	Greenspace Mowing - Zones 1-9 - July 2022	15,598.60
89	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	230413	Watering - 07/31/2022, R-27/21	1,650.00
90	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	230421	Weed Control & Fertilizer Application - 07/31/2022	6,185.00
91	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	230422	Watering - Downtown - 07/31/2022	5,000.00
92	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	231065	Additional Greenspace Mowing - 07/31/2022, R-27-21	2,240.00

# City of Des Plaines

## Warrant Register 09/06/2022

Line #	Account		Vendor	Invoice	Invoice Description	Amount
93	6195	Miscellaneous Contractual Services	7706 Lakeshore Recycling Systems LLC	PS473948	Street Sweeping Services - 07/31/2022	17,167.55
94	6325	R&M Street Lights	1044 H&H Electric Co	39475	Streetlight Repairs - 06/06/2022, R-29-22	3,860.56
95	6325	R&M Street Lights	1044 H&H Electric Co	39476	Streetlight Repairs - 06/09/2022, R-29-22	1,721.10
96	6325	R&M Street Lights	1044 H&H Electric Co	39477	Streetlight Repairs - 06/15/2022, R-29-22	1,671.67
97	6325	R&M Street Lights	1044 H&H Electric Co	39478	Traffic Signal Repair - Oakton & White - 06/16/2022, R-29-22	711.16
98	6325	R&M Street Lights	1044 H&H Electric Co	39519	Streetlight Repairs - 06/17/2022, R-29-22	2,462.36
99	6325	R&M Street Lights	1044 H&H Electric Co	39521	Pole Repair - Broadway & Golf Hit & Run - 06/21/2022, R-29-22	780.10
100	6325	R&M Street Lights	1044 H&H Electric Co	39522	Streetlight Repairs - 06/23/2022, R-29-22	1,263.12
101	6325	R&M Street Lights	1044 H&H Electric Co	39523	Traffic Signal Repair - Oakton & White - 06/23/2022, R-29-22	450.08
102	6325	R&M Street Lights	1044 H&H Electric Co	39524	Locate Streetlight Cables/Signal - Oakton - 06/24/2022, R-29-22	740.14
103	6325	R&M Street Lights	1044 H&H Electric Co	39525	Streetlight Repairs - 06/30/2022, R-29-22	2,796.30
104	6325	R&M Street Lights	1044 H&H Electric Co	39526	Streetlight Repairs - 07/06/2022, R-29-22	1,100.05
105	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	03452	Heavy Barrell Bolt	4.97
106	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	03495	5 Sawzall Blades	9.45
107	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	1045	Staple Gun & Staples	37.47
108	7030	Supplies - Tools & Hardware	1520 Russo Power Equipment	SPI11184711	12 Cans Wasp Spray & 4 Leaf Rakes	115.84
109	7050	Supplies - Streetscape	4177 Uline Inc	152216562	Trash Can Liners	647.05
110	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10444032	1.0 Cu Yd Top Soil - 06/28/2022	32.00
111	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10452406	2.0 Cu Yds Top Soil - Parkway Restorations - 08/12/2022	64.00
112	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10452431	Chapin Sprayer, Dry Pack, Peat Moss - Restorations - 08/12/2022	99.00
113	7055	Supplies - Street R&M	1057 Menard Incorporated	02642	8 Bottles Veg Oil for Asphalt Hot Box & Clock for Lunch Room	63.51
114	7055	Supplies - Street R&M	1057 Menard Incorporated	03014	All Purpose Cleaner, Glass Cleaner, & Degreaser	69.36
115	7055	Supplies - Street R&M	1057 Menard Incorporated	03338	14 Concrete Mix - PW	49.84
116	7055	Supplies - Street R&M	1057 Menard Incorporated	03339	Screws, Gate Pull, & Hinges	64.09
117	7055	Supplies - Street R&M	1057 Menard Incorporated	03450	Medium Field Box	5.49
118	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	100066	8.47 Tons Asphalt - Mill St Patching - 07/12/2022	525.14
119	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	100183	1.54 Tons Asphalt - Mill St Patching - 07/13/2022	95.48
120	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	101335	1.06 Tons Asphalt - Potholes - 07/25/2022	69.96
121	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	101460	4.57 Tons Asphalt - Maple/Everett & Potholes - 07/26/2022	301.62
122	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	101575	2.18 Tons Asphalt - 650 Middleton & Potholes - 07/28/2022	143.88
123	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	101708	5.40 Tons Asphalt - Sewer Repairs - 07/28/2022	356.40
124	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	102060	16.40 Tons Asphalt - Yorkshire Patching - 08/02/2022	1,082.40
125	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	102444	5.14 Tons Asphalt - Sewer Restoration - 08/05/2022	339.24

# City of Des Plaines

## Warrant Register 09/06/2022

Line #	Account		Vendor	Invoice	Invoice Description	Amount
126	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	102649	3.01 Tons Asphalt - Sewer Repair - Mt. Prospect Rd - 08/09/2022	198.66
127	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	102794	5.20 Tons Asphalt - Mt Prospect Rd - 08/10/2022	343.20
128	7055	Supplies - Street R&M	1732 Traffic Control & Protection Inc	112159	50 Aluminum Sign Blanks for Zoning Signs	297.50
129	7055	Supplies - Street R&M	1047 Home Depot Credit Svcs	7020848	Paint - Graffiti Removal	25.92
130	7055	Supplies - Street R&M	1057 Menard Incorporated	860	Paint & Brush - Graffiti Removal	50.85
131	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	98788	2.02 Tons Asphalt - Mill St Patching - 06/29/2022	125.24
132	7055	Supplies - Street R&M	1192 Sherwin Industries Inc	SS094742	16 Bags Concrete Cold Patch - Pervious Alleys	622.00
133	7055	Supplies - Street R&M	1192 Sherwin Industries Inc	SS094743	Plastic Jersey Wall - Zoning Sign	395.00
Total 530 - Street Maintenance						138,431.26

Division: 535 - Facilities & Grounds Maintenance						
134	6000	Professional Services	7619 Henneman Engineering Inc	78992	HVAC Replacement-Eng Svcs-City Hall - 07/01-07/30/2022, R-180-19	2,177.32
135	6115	Licensing/Titles	8686 Trojan, Dariusz	Reimb 08/10/2022	CDL License - Street Operator - 08/10/2022 - Exp 11/08/2022	30.00
136	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4126629350	Mat Service - Police Station - 07/27/2022	128.85
137	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4126629363	Mat Service - Metra Train Station - 07/27/2022	35.55
138	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4127173900	Mat Service - Metra Train Station - 08/02/2022	35.55
139	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4128001307	Mat Service - Metra Train Station - 08/10/2022	35.55
140	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4128001344	Mat Service - Police Station - 08/10/2022	128.85
141	6195	Miscellaneous Contractual Services	5214 State Industrial Products	902556220	Drain Maintenance Program - City Hall 8/8/2022	112.55
142	6315	R&M Buildings & Structures	5982 Mr Duct Inc	00081531	Duct Cleaning - Police Station - 07/29/2022	2,970.00
143	6315	R&M Buildings & Structures	1025 Bedco Inc	098052	Free Up Dampers-City Hall 1st, 4th, 5th & 6th Floors- 07/12/2022	1,071.60
144	6315	R&M Buildings & Structures	1025 Bedco Inc	098053	Damper Rod Replacement - City Hall 5th Floor - 07/21/2022	431.80
145	6315	R&M Buildings & Structures	1025 Bedco Inc	098054	Preventative Maintenance - PW Gun Range - 07/22/2022	120.00
146	6315	R&M Buildings & Structures	1025 Bedco Inc	098055	Compressor Replacement - Fire Station #63 - 07/18/2022	3,132.85
147	6315	R&M Buildings & Structures	1025 Bedco Inc	098064	HVAC Duct Relocation - IT Remodel - 07/27/2022	1,236.30
148	6315	R&M Buildings & Structures	1025 Bedco Inc	098082	HVAC Chiller Repair - City Hall - 07/25/2022	1,326.00
149	6315	R&M Buildings & Structures	7812 Michael's Signs Inc	17476	Connection Repair - Theater - 07/28/2022	255.00
150	6315	R&M Buildings & Structures	1135 Colley Elevator Co	229829	Elevator Inspection - Theater - 08/01/2022	185.00
151	6315	R&M Buildings & Structures	7717 Oak Brook Mechanical Services Inc	31000	HVAC Preventative Maintenance - 1486 Miner - 08/01/2022	840.00
152	6315	R&M Buildings & Structures	7717 Oak Brook Mechanical Services Inc	31001	HVAC Preventative Maintenance - Theater - 08/01/2022	2,449.00
153	6315	R&M Buildings & Structures	3326 A-1 Roofing Co	35133	Roof Repairs - City Hall - 08/09/2022	1,464.00

# City of Des Plaines

## Warrant Register 09/06/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount
154	6315	R&M Buildings & Structures	8262 Automatic Fire Systems Inc	3599 Annual RPZ Testing - Library Parking Deck - 08/03/2022	450.00
155	6315	R&M Buildings & Structures	8262 Automatic Fire Systems Inc	3602 RPZ Backflow Testing - Theater - 08/03/2022	687.00
156	6315	R&M Buildings & Structures	8364 Super Electric Construction Company	42287 TO #1 Camera Installation - PW - 07/12-07/22/2022	18,625.00
157	6315	R&M Buildings & Structures	6420 International Exterminator Company Inc	70173 Pest Control - Food Pantry 769 Holiday Lane - 07/15/2022	118.00
158	6315	R&M Buildings & Structures	7146 JOS Services Inc	8016 TO#2 Ejector Pump Removal - Police Station - 07/27/2022	6,840.00
159	6315	R&M Buildings & Structures	7146 JOS Services Inc	8021 TO#1 Pit Cleaning - Police Station - 04/06-04/08/2022	6,500.00
160	6315	R&M Buildings & Structures	1237 Pro-Line Door Systems Inc	93440 Overhead Door Repair - Fire Station #61 - 07/27/2022	1,001.00
161	6315	R&M Buildings & Structures	1544 Fox Valley Fire & Safety Company Inc	IN00519819 Quarterly Fire Alarm Monitoring - Food Pantry - 05/05/2022	210.00
162	6315	R&M Buildings & Structures	2350 Anderson Elevator Co	INV-59116-R7Q5 Elevator Inspections - July 2022	980.00
163	6315	R&M Buildings & Structures	2350 Anderson Elevator Co	INV-59116-R7Q5 Elevator Inspections - July 2022	420.00
164	6315	R&M Buildings & Structures	2350 Anderson Elevator Co	INV-60509-C1J0 Monthly Elevator Inspections-City Hall August 2022	1,190.00
165	6315	R&M Buildings & Structures	1368 Metropolitan Industries Inc	INV041682 Ejector Pump Replace - Police Station - 08/11/2022	17,890.00
166	6315	R&M Buildings & Structures	8049 Cross Points Sales Inc	P 79774 Fire Alarm Inspections - Theater & 1486 Miner - 08/02/2022	530.00
167	7025	Supplies - Custodial	1029 Cintas Corporation	4126629376 Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	356.50
168	7025	Supplies - Custodial	1029 Cintas Corporation	4127173934 Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	151.64
169	7025	Supplies - Custodial	1029 Cintas Corporation	4128001248 Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	173.96
170	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	2950 Vacuum Attachment Kit - IT Remodel	17.58
171	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	643 6 Sanding Discs	19.82
172	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	9025872 Voltage Tester & Case	72.94
173	7030	Supplies - Tools & Hardware	2313 City Electric Supply Company (CES)	DEP/058437 Voltage Tester	29.97
174	7045	Supplies - Building R&M	3378 Michael Wagner & Sons Inc	1001041 Copper Plumbing Parts - City Hall 4th Floor	69.57
175	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	1025595 GFCI Outlets, Toggle Switches, Etc. - Fire Station #61	82.71
176	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1097521 Door Handle - PW	153.85
177	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1097677 Key Box & 2 Wall Mount Lock Boxes - Fire Station #61	188.74
178	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1098022 Door Hinge - PW	114.71
179	7045	Supplies - Building R&M	1057 Menard Incorporated	138 Machine Screws & Electric Box - Fire Station #61	9.54
180	7045	Supplies - Building R&M	4177 Uline Inc	152447393 4 Chair Mats - PW Foreman Area	368.22
181	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	1603771 Wingtwists, Wire Connectors, Plug - City Hall 4th Floor	25.82
182	7045	Supplies - Building R&M	1187 Scharm Floor Covering	16066 3-4 Gal Pails Adhesive - IT Remodel	480.00



# City of Des Plaines

## Warrant Register 09/06/2022

Line #	Account		Vendor	Invoice	Invoice Description	Amount
183	7045	Supplies - Building R&M	2028 Northwest Electrical Supply	17543819	15 Pack Light Bulbs - Fire Station #61	91.98
184	7045	Supplies - Building R&M	2028 Northwest Electrical Supply	17544020	3 Dimmer Switches - IT Remodel	59.45
185	7045	Supplies - Building R&M	2028 Northwest Electrical Supply	17544119	Light Switch - Fire Station #61	11.88
186	7045	Supplies - Building R&M	2028 Northwest Electrical Supply	17544121	Light Switch - Fire Station #61	42.61
187	7045	Supplies - Building R&M	2028 Northwest Electrical Supply	17544176	Returned Wall Plate & Light Switch - Fire Station #61	(11.88)
188	7045	Supplies - Building R&M	1057 Menard Incorporated	2213	Sealant, Paint Roller & Paint Brush - City Hall 4th Floor	25.13
189	7045	Supplies - Building R&M	1057 Menard Incorporated	2231	Flex Caulk & Screws - City Hall 4th Floor	68.35
190	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	2407	LED Light Bulbs - O'Hare Lakes	17.99
191	7045	Supplies - Building R&M	1057 Menard Incorporated	2451	Flip Toggle - Fire Station #61	22.98
192	7045	Supplies - Building R&M	1057 Menard Incorporated	2452	Round Box, Cover, LED Light, Gasket, Gang Box - Fire Station #63	37.11
193	7045	Supplies - Building R&M	1057 Menard Incorporated	2458	6 Gang Boxes & 6 Mudrings - City Hall 4th Floor	31.44
194	7045	Supplies - Building R&M	1057 Menard Incorporated	2469	Outdoor LED Light, Rings, & Gasket - Fire Station #63	36.47
195	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	2499	Ant Killer Spray - PW	6.29
196	7045	Supplies - Building R&M	1057 Menard Incorporated	2650	2 Pk Red Light Bulbs & 2 Pk Green Lightbulbs - Fire Station #61	3.93
197	7045	Supplies - Building R&M	1057 Menard Incorporated	2857	Wall Base Adhesive - City Hall 4th Floor	14.91
198	7045	Supplies - Building R&M	1057 Menard Incorporated	2858	Lumber & Screws - Police Station	138.73
199	7045	Supplies - Building R&M	1057 Menard Incorporated	2881	8 Cases Bottled Water - City Hall	27.84
200	7045	Supplies - Building R&M	1057 Menard Incorporated	2933	Light Switch & Wall Plate - IT Remodel	15.65
201	7045	Supplies - Building R&M	1057 Menard Incorporated	3022	Wood, Screws, Caulk Trim - Fire Station #63	55.23
202	7045	Supplies - Building R&M	1057 Menard Incorporated	3289	Quad Nickel & Sidewall Grille - Fire Station #61	16.97
203	7045	Supplies - Building R&M	1057 Menard Incorporated	3290	2 LED Lights - Fire Station #61	3.93
204	7045	Supplies - Building R&M	1057 Menard Incorporated	3291	Door Sweep - Fire Station #61	14.98
205	7045	Supplies - Building R&M	1057 Menard Incorporated	3353	7 Cases Bottled Water - City Hall	24.36
206	7045	Supplies - Building R&M	1057 Menard Incorporated	3356	Returned Sidewall Grille - Station 61	(10.29)
207	7045	Supplies - Building R&M	1057 Menard Incorporated	3428	4 Sheets Plywood - IT Remodel	169.92
208	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4020034	Drill Bit, Screws, & Lumber Strips - Police Station	67.35
209	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4393705	Lockset - IT Remodel	42.97
210	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	7070169	Drywall Anchors, Screws, & Socket - IT Remodel	31.04
211	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	9025873	Grounding Screws - Fire Station #63	8.33



# City of Des Plaines

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
212	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	9037576	Egg Crate Louver Kit & Wire - City Hall 4th Floor	237.44
213	7045	Supplies - Building R&M	1237 Pro-Line Door Systems Inc	93468	Door Transmitter - Police Station	1,233.00
214	7045	Supplies - Building R&M	1043 WW Grainger Inc	9405161952	18 U-Bend Bulbs & 72 Linear Bulbs - City Hall	315.36
215	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/058268	12 Backlit Panels - City Hall 4th Floor	779.88
216	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/058287	LED Light & 2 Outlet Boxes - O'Hare Lakes	99.88
217	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/058315	4 Backlit Panels - IT Remodel	240.00
218	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/058316	Bushing & 2 Conduit Mountings, Fire Station 63	43.77
219	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/058436	6 Breakers - City Hall 4th Floor	136.50
Total 535 - Facilities & Grounds Maintenance						80,073.82

<b>Division: 540 - Vehicle Maintenance</b>						
220	6040	Waste Hauling & Debris Removal	2214 Liberty Tire Recycling	2321945	100 Tires Recycled - 07/30/2022	475.43
221	6135	Rentals	1029 Cintas Corporation	4126573637	Mechanic's Uniform Rental - 07/27/2022	256.91
222	6135	Rentals	1029 Cintas Corporation	4127239085	Mechanic's Uniform Rental - 08/03/2022	187.11
223	6135	Rentals	1029 Cintas Corporation	4127914275	Mechanic's Uniform Rental - 08/10/2022	187.11
224	6195	Miscellaneous Contractual Services	8481 Linde Gas & Equipment Inc	30228267	Cylinder Rental - 06/20-07/20/2022	879.89
225	6195	Miscellaneous Contractual Services	8584 James Drive Safety Lane LLC	4766	Safety Lane Coupons - 08/01/2022	134.50
226	6305	R&M Equipment	1675 Universal Hydraulic Services & Sales Inc	45569	Rebuilt Pump & Gasket 08/02/2022 - PW 5B27	520.00
227	6305	R&M Equipment	1346 Lorchem Technologies Inc	76396	Pressure Washer Repair - PW 5PW1 - 07/26/2022	216.46
228	6305	R&M Equipment	6598 Cummins Inc	F2-63618	Full Service & Load Bank Test - PW 8000	213.22
229	6310	R&M Vehicles	1045 Havey Communications	11733	2 Rebuilt Controllers - Police Stock - 05/04-05/08/2022	520.10
230	6310	R&M Vehicles	1643 Golf Mill Ford	864340	Install Camera, Keyless Entry - Fire 7610 - 07/12/2022	1,480.81
231	7020	Supplies - Safety	1043 WW Grainger Inc	9404940703	2 Pairs Chemical Resistant Gloves - PW Shop	22.04
232	7030	Supplies - Tools & Hardware	1053 Kimball Midwest	100163706	Fuses, Electrical Connectors, Kim Brites & Drill Bits - PW Stock	75.93
233	7030	Supplies - Tools & Hardware	8454 NAPA Auto Parts	832950	10 Couplers & 10 Adapter Plugs - PW Shop Tools	182.90
234	7030	Supplies - Tools & Hardware	8454 NAPA Auto Parts	834328	Bristle Disc - Police 6035	10.37
235	7035	Supplies - Equipment R&M	3441 ODB-Old Dominion Brush Company Inc	8108457	Urethane Hoses, Ignition Switches, & Gauges - PW 5029, PW 5032	1,679.23
236	7035	Supplies - Equipment R&M	1088 Atlas Bobcat LLC	BY3804	Hydraulic Coupler - PW 5081	102.34
237	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_273923	3 Air Valves & 2 Brass Fittings - PW 5083	98.81
238	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_274431	Brake Drum, Brake Shoes, Core, & Pin Kit - PW 5083	511.14
239	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_275740	Brake Pads, Core Return, & Chrome Caps - Fire 7608	401.17
240	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_276940	Junction Box & Receptacle	104.63
241	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_276942	LED Lights & Pigtails - Fire 7607	194.71

# City of Des Plaines

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
242	7040	Supplies - Vehicle R&M	1535 Wipeco Inc	0121075-IN	36 Boxes Work Rags	341.20
243	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0292109	3 Air Filters - Police Stock	58.71
244	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0295038	Brake Pads, Rotors, Filters, Trans Oil, Etc. - Police Stock	1,888.94
245	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	100163706	Fuses, Electrical Connectors, Kim Brites & Drill Bits - PW Stock	317.64
246	7040	Supplies - Vehicle R&M	1057 Menard Incorporated	14721	Screws & Racking Beam	9.05
247	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1CR0050145	Core Deposit Return - Police Stock	(66.00)
248	7040	Supplies - Vehicle R&M	8244 Des Plaines Ace Hardware	2022	U-Bolts - Fire Stock	40.41
249	7040	Supplies - Vehicle R&M	1501 Foster Coach Sales Inc	24481	Door Cables & Latches - Fire 7706	546.27
250	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-123984	Tensioner, Pulley, & Alternator - PW 5116	190.56
251	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-123985	2 Flanged Nuts - PW 5900	8.98
252	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-123999	Alternator & Core Return - PW 5119	(131.07)
253	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-125297	Tint Pouches, Bed Liner, & Primer - PW 5067	587.70
254	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-125330	Lacquer Thinner - PW 5067	33.79
255	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280136259	6 Wheels, Inner/Outer Studs, Budd Nuts, Valve Stems - Fire 7801	2,467.00
256	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280136717	8 Tires - Police Stock	1,116.52
257	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280136855	8 Police Tires - Police Stock	1,116.52
258	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3028590988	Air Pipe, Hoses, & Clamp - PW 5083	792.60
259	7040	Supplies - Vehicle R&M	1057 Menard Incorporated	3171	Tape, Rivets, & Lathe - Police 6104	25.69
260	7040	Supplies - Vehicle R&M	1745 Suburban Accents Inc	32303	Wrapped Rear of Pick-Up Where Chrome Was Showing - Fire 7610	1,980.00
261	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1301374	Toggle Switch - Fire 7603	7.79
262	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1301376	Toggle Switch - Fire 7603	7.79
263	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	532739P	Alternator - Police 6091	450.27
264	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	533269P	Water Pump, Gaskets, Seals, Bolts, Tensioner - Police 6035	448.33
265	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	533296P	Tow Links - Police 6046	134.10
266	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	533297P	Deflectors & Hardware - Police 6104	374.26
267	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	533667P	Mirror Assembly - PW 5067	176.00
268	7040	Supplies - Vehicle R&M	1671 Terminal Supply Company	60347-01	2 Light Kits & 2 Base Mounts - Fire 7801	86.01
269	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	690113470	2 Rims - Fire 7801	654.00
270	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	832944	Core Deposits Returned - PW 5900	(132.00)

# City of Des Plaines

## Warrant Register 09/06/2022

Line #	Account		Vendor	Invoice	Invoice Description	Amount
271	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	833059	Belt Tensioner & Serpentine Belt - PW 5116	73.49
272	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	833088	Alternator & Core Deposit - PW 5116	219.88
273	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	833444	Cabin Air Filter - PW 5083	13.13
274	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	833974	Drag Link & Tie Rods - PW 5047	210.86
275	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	834144	3 Batteries & 3 Core Deposits - PW 5045	433.32
276	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	834145	2 Batteries & 2 Core Deposits - Fire 7603	288.88
277	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	834155	Core Deposits Returned - PW 5045 & Fire 7603	(135.00)
278	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	834449	Radiator Cap - Police 6035	5.42
279	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	834492	4 Cabin Filters & 3 Air Filters - PW Stock	148.68
280	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	834587	Returned Tie Rods, Oxygen Sensor, Filters, Etc.	(391.78)
281	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	835085	Wheel Bearing Hub Assembly & Axle Seal - PW 5069	418.00
282	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	835106	Wipers - PW Shop	61.79
283	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	835124	ABS Sensor - PW 5069	76.01
284	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	835131	Alternator & Core Deposit - Fire 7402	169.51
285	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	CM529486P	Control Arm Return - Police 6090	(247.27)
286	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	CM529626P	Returned Evaporator - Police 6090	(330.66)
287	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	CM530259P	Sensor Returned - Police 6090	(316.78)
288	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	CM531235P	Reservoir Returned - Police 6909	(53.34)
289	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	CM531823P	Slinger Returned - PW 5043	(4.22)
290	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	CM532739P	Core Return - Police 6091	(75.00)
291	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P17513	2 Resistors & Thermostat - Fire 7801	105.79
292	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P17515	Solenoid & Vent Louvers - Fire 7801	245.79
293	7040	Supplies - Vehicle R&M	1202 Standard Equipment Co	P38073	Water Pump - PW 5085	905.15
294	7120	Gasoline	8331 Avalon Petroleum Company Inc	457083	6,000 Gals Unleaded Gasoline - 08/08/2022, R-163-20	16,724.16
295	7120	Gasoline	8331 Avalon Petroleum Company Inc	467692	5,000 Gals Unleaded Gasoline - 07/19/2022, R-163-20	14,731.14
296	7130	Diesel	8331 Avalon Petroleum Company Inc	023475	1,000 Gals Diesel Fuel - 08/08/2022, R-163-20	2,595.77
297	7130	Diesel	8331 Avalon Petroleum Company Inc	029728	2,000 Gals Bio Diesel Fuel - 07/19/2022, R-163-20	7,515.12
Total 540 - Vehicle Maintenance						65,373.71
Total 50 - Public Works & Engineering						301,798.38

# City of Des Plaines

## Warrant Register 09/06/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Police Department</b>					
<b>Division: 100 - Administration</b>					
298	7200	Other Supplies	1076 Sam's Club Direct	8582 Refreshments for Strategic Meeting 7/26/2022	30.96
<b>Total 100 - Administration</b>					<b>30.96</b>

<b>Division: 610 - Uniformed Patrol</b>					
299	6110	Printing Services	1142 Copyset Printing Company	61193 2000 Business Card/Police Report Cards 07/20/2022	209.00
300	6110	Printing Services	1142 Copyset Printing Company	61195 520 Arrest Jackets (Patrol) 7/20/2022	620.00
301	6195	Miscellaneous Contractual Services	1817 Aftermath Inc	JC2022-8294 Bio-Hazard Clean up Squad 62 RD 22-19863 on 07/27/2022	300.00
302	7200	Other Supplies	2509 Lynn Peavey Co	392310 6 Boxes of Cotton Swabs	118.44
<b>Total 610 - Uniformed Patrol</b>					<b>1,247.44</b>

<b>Division: 620 - Criminal Investigation</b>					
303	5325	Training	5250 Courses Offering Police Specialization - COPS	0000060 Interviewing Class 5/19-5/20/2022 (2 Det)	618.00
304	5325	Training	8688 National Assoc of School Resource Officers (NASRO)	33179 2022 NASRO Training Conference (1 Ofc) 10/17-10/19/2022	395.00
305	5325	Training	8097 Cellebrite Inc	INVUS242060 Cellebrite Online Certified Operator and Analyst Class (1 Det)	289.00
306	6195	Miscellaneous Contractual Services	1517 Trans Union LLC	07248548 Investigations Database 6/26-7/25/2022	100.00
307	6195	Miscellaneous Contractual Services	1572 LexisNexis Risk Solutions	1037713-20220731 Investigations Database 7/1-7/31/2022	266.55
308	6195	Miscellaneous Contractual Services	1683 Thomson Reuters	846789772 Investigations Database 7/1-7/31/2022	333.87
<b>Total 620 - Criminal Investigation</b>					<b>2,002.42</b>

<b>Division: 630 - Support Services</b>					
309	5310	Membership Dues	1724 IL Law Enforcement Alarm System	DUES11461 Police Dept Annual Dues 7/1/2022-6/30/2023	360.00
310	6000	Professional Services	5975 Aero Removals Trisons Inc	21800CR Removal and Transport of 1 Deceased July 2022	400.00
311	6185	Animal Control	1266 Northwest Animal Hospital PC	00455276 Stray Animal Impoundment July 2022 (5)	262.33
312	6195	Miscellaneous Contractual Services	8566 Andy Frain Services Inc	324026 2022 Crossing Guard Services 7/1-7/31/2022	3,246.10
313	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8002122093 Shredding Services 07/08-07/29/2022	371.96
314	6195	Miscellaneous Contractual Services	1652 All Traffic Solutions Inc	SIN033684 Annual Maintenance Fee for 6 Msg Boards 8/20/2022-8/20/2023	8,550.00
315	6305	R&M Equipment	6072 Direct Fitness Solutions LLC	574949-IN Fitness Equipment Preventative Maintenance 08/10/2022	245.00
316	6310	R&M Vehicles	8555 Speedy Shine Car Wash	07 70 Car Washes July 2022 - Police	280.00
317	6345	R&M Police Range	3882 Best Technology Systems Inc	BTL-22230 2022 Service Agreement for Range 4 New SRP Panels Proposal 1	1,625.00
318	7000	Office Supplies	4239 Anderson Safford	10044 Signature Rubber Stamps (2)	51.96
319	7000	Office Supplies	1644 Warehouse Direct Inc	5292651-0 Correction Tape, Pens, Note Pads	64.53
320	7000	Office Supplies	1644 Warehouse Direct Inc	5299207-0 4 Packs of DVD-R	128.04

# City of Des Plaines

## Warrant Register 09/06/2022

Line #	Account		Vendor	Invoice	Invoice Description	Amount
321	7200	Other Supplies	1018 Anderson Lock Company LTD	1098340	2 Combination Padlocks for Training Trailer	49.36
Total 630 - Support Services						15,634.28

<b>Total 60 - Police Department</b>						<b>18,915.10</b>
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Fire Department						
<b>Division: 710 - Emergency Services</b>						
322	5345	Post-Employment Testing	1267 Northwest Community Hospital	27827R	11 Fire Ann. Phys./Post-Employ, 2 Pre-Employ Tests 7/1-7/27/2022	5,694.00
323	6035	Dispatch Services	5067 Regional Emergency Dispatch Center	164-22-09	R-141-13 Monthly Dispatch Service September 2022	66,642.00
324	6195	Miscellaneous Contractual Services	8263 Eagle Engraving Inc	2022-4719	Retirement Axe and Engraving -Lieutenant 07/27/2022	262.00
325	6305	R&M Equipment	1080 Air One Equipment Inc	183874	Supplies and Repair Cylinder Handwheel - 08/08/22	39.83
326	6305	R&M Equipment	3397 Hydra-Ram Inc	22-2626	Parts and Repair for Force Entry Tool- Tower 08/09/22	202.18
327	6305	R&M Equipment	3631 Honeywell Analytics Inc	5260870103	PosiCheck Annual Calibration - 08/03/22	950.00
328	7000	Office Supplies	1644 Warehouse Direct Inc	5302283-0	3 Boxes, 123 Batteries, 2 Bx's AA Batteries	120.71
329	7025	Supplies - Custodial	1043 WW Grainger Inc	9391974798	4 Oven Mitts, 3 Pk's Toilet Paper, 5 Pk's Bowl Cleaner, etc.	799.92
330	7025	Supplies - Custodial	1043 WW Grainger Inc	9401409785	2 Decanters	28.26
331	7025	Supplies - Custodial	1043 WW Grainger Inc	9403296727	2- 64 Ounce Decanters	27.12
332	7035	Supplies - Equipment R&M	6656 Route 12 Rental Co Inc	123586	32 Quarts Q Fuel, 2-5 Gallons 4-Cycle Fuel	519.66
333	7200	Other Supplies	1571 Welding Industrial Supply	R02898894	15 Cylinders, 1 Balloon Filler - June 2022	167.61
334	7200	Other Supplies	1571 Welding Industrial Supply	R02912565	15 Cylinders, 1 Balloon Filler - July 2022	172.75
335	7300	Uniforms	3212 On Time Embroidery Inc	102472	Class A Cap Badge, Academy Oxford - Paramedic	134.00
336	7300	Uniforms	3212 On Time Embroidery Inc	102605	2 Sentry Shirts, Class A Cap - Lieutenant	196.00
337	7300	Uniforms	3212 On Time Embroidery Inc	102801	3 T-Shirts - Quartermaster Stock	42.00
338	7300	Uniforms	3212 On Time Embroidery Inc	102802	Athletic Oxford - Lieutenant	108.00
339	7300	Uniforms	3212 On Time Embroidery Inc	103803	Twill Cap, Athletic Oxford - Engineer	120.00
340	7300	Uniforms	3212 On Time Embroidery Inc	103804	Twill Cap, 2 BDU Shorts, Pocketed Shorts, Oxford - Paramedic	205.00
341	7300	Uniforms	3212 On Time Embroidery Inc	103805	2 Twill Caps, 2 Pocketed Shorts, 2 T-Shirts - Paramedic	108.00
342	7300	Uniforms	3212 On Time Embroidery Inc	103806	12 T-Shirts - Quartermaster Stock	132.00
343	7320	Equipment < \$5,000	1148 WS Darley & Co	17472198	5 Pairs Gloves	495.00
344	7320	Equipment < \$5,000	1080 Air One Equipment Inc	183403	10 - 45 Minute SCBA Cylinders	9,490.00
345	7320	Equipment < \$5,000	1080 Air One Equipment Inc	183404	7 Suspenders-Reg/Long, 30 Helmet Earlaps	1,422.00
346	7320	Equipment < \$5,000	1080 Air One Equipment Inc	183626	G1 Regulator	19.65
347	7320	Equipment < \$5,000	1080 Air One Equipment Inc	183789	Globe Zipper Lace Boot - Lieutenant	479.00

# City of Des Plaines

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
348	7320	Equipment < \$5,000	1080 Air One Equipment Inc	183790	8 Task Force Tips	334.60
349	7320	Equipment < \$5,000	1047 Home Depot Credit Svcs	6520060	MKE Battery, Charger, RDG Output Battery, Etc.	719.73
350	7320	Equipment < \$5,000	1047 Home Depot Credit Svcs	9070342	2 Fuel Blowers, 20 Cement Boards, 2 Outdoor Torches, etc.	1,003.09
351	7320	Equipment < \$5,000	1047 Home Depot Credit Svcs	9184046	2 - 96 Gallon Refuse Toter	218.00
Total 710 - Emergency Services						90,852.11

<b>Division: 720 - Fire Prevention</b>						
352	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 081022	Water Delivery Service 07/21/2022	36.43
<b>Total 720 - Fire Prevention</b>						<b>36.43</b>

<b>Division: 730 - Emergency Management Agency</b>						
353	6015	Communication Services	1936 DTN LLC	6174802	2022 Weather Billing for EMA 09/08/22-10/07/22	401.00
<b>Total 730 - Emergency Management Agency</b>						<b>401.00</b>

<b>Total 70 - Fire Department</b>						<b>91,289.54</b>
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<b>Department: 75 - Fire &amp; Police Commission</b>						
354	5340	Pre-Employment Testing	5213 Shaughnessy, Kevin W	08/13/2022R	Pre-Employment Polygraph Testing Services 08/13/2022	230.00
355	5340	Pre-Employment Testing	5372 COPS & FIRE Personnel Testing Service	107391R	Pre-Employment Psychological Testing Services 6/16-6/24/2022	4,050.00
356	5340	Pre-Employment Testing	1267 Northwest Community Hospital	27827R	11 Fire Ann. Phys./Post-Employ, 2 Pre-Employ Tests 7/1-7/27/2022	1,020.00
<b>Total 75 - Fire &amp; Police Commission</b>						<b>5,300.00</b>

<b>Department: 90 - Overhead</b>						
357	6030	AMB Fee Processing Services	3640 Andres Medical Billing Ltd	255617	Collections for Services July 2022 - Ambulance Fees	9,561.77
<b>Total 90 - Overhead</b>						<b>9,561.77</b>

<b>Total 100 - General Fund</b>						<b>630,340.05</b>
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<b>Fund: 207 - TIF #7 Mannheim/Higgins South</b>						
358	6000	Professional Services	1332 Kane McKenna & Associates	18806	TIF Consulting Service 07/06-07/28/2022	1,137.50
<b>Total 207 - TIF #7 Mannheim/Higgins South</b>						<b>1,137.50</b>

<b>Fund: 208 - TIF #8 Oakton</b>						
359	6000	Professional Services	8133 Elrod Friedman LLP	9346	7-22 Non-Retainer Matters	253.00
360	6195	Miscellaneous Contractual Services	1044 H&H Electric Co	39520	Sign Removal and Disposal- 1396 Oakton - 06/21/2022	6,407.59
<b>Total 208 - TIF #8 Oakton</b>						<b>6,660.59</b>

<b>Fund: 230 - Motor Fuel Tax Fund</b>						
361	6155	Sidewalk Improvements	1364 Martam Construction	2022-Concrete-P1	2022 CIP Concrete Improvements 7/21-8/12/2022 R-118-22	268,560.12
362	6160	Street Crack Filling	6753 Denler Inc	20213793	2022 Crack & Joint Sealing - 08/03/2022, R-67-22	76,555.15
363	6330	R&M Traffic Signals	2032 Mount Prospect, Village of	2022-00550002	Traffic Signal Maintenance 01/01-03/31/2022	149.25

# City of Des Plaines

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364	6330	R&M Traffic Signals	2032 Mount Prospect, Village of	2022-00550003	Traffic Signal Maintenance 04/01-06/30/2022	149.25
365	6330	R&M Traffic Signals	1139 Cook County of Illinois	2022-2	Traffic Signal Maint. - Dempster & Potter 04/01-06/30/2022	1,253.25
366	6330	R&M Traffic Signals	1206 Illinois, State of	61985	R-136-22 Traffic Signal Maintenance 01/01- 03/31/2022	24,013.47
Total 230 - Motor Fuel Tax Fund						370,680.49

Fund: 240 - CDBG Fund						
367	6570	Subsidy - Residential Rehab	1264 North West Housing Partnership	HRP-74	HRP Project Delivery B-21 MC17-0009-EN 07/01-09/30/2022	1,471.93
368	6570	Subsidy - Residential Rehab	8143 Optima Construction & Abatement Inc	Proj DP-HRP-74	Home Repair B-21 MC-17-0009-EN 07/01-09/30/2022	23,999.00
369	6580	Subsidy - Housing Counseling	4912 Northwest Compass Inc	HC 3/24-6/26/22	Housing Counseling Prog B-21 MC17-0009-EN 03/24-06/26/2022	4,320.19
<b>Total 240 - CDBG Fund</b>						<b>29,791.12</b>

Fund: 250 - Grant Projects Fund						
<b>Program: 2520 - Capital Grants</b>						
370	6000	Professional Services	1123 Christopher B Burke Engineering LTD	176505	R-157-21 Eng Svcs for Area #4 Flood Imp Proj 06/26-07/30/22	5,233.50
371	6000	Professional Services	1123 Christopher B Burke Engineering LTD	176506	R-184-21 Task Order 7 Professional Eng Svcs 06/26-07/30/2022	5,924.50
372	6000	Professional Services	1123 Christopher B Burke Engineering LTD	9	R-183-21 Eng Svcs Oakton Sidepath 6/26/22-7/30/22	17,845.59
373	6005	Legal Fees	8133 Elrod Friedman LLP	9333	7-22 Non-Retainer IEMA & FEMA Review Phase 5	368.00
374	6005	Legal Fees	8133 Elrod Friedman LLP	9334	7-22 Non-Retainer IEMA & FEMA Review Phase 4	138.00
375	8100	Improvements	1086 Arrow Road Construction Company	2020-A-P15-FINAL	R-125-20 & R-168-21 Contractor 2020 CIP Cont A St&ADA Imp FINAL	139,491.89
376	8100	Improvements	8618 Swallow Construction Corporation	2022-A-P4	2022 CIP Contract A 07/09-08/12/2022 R-82-22	625,227.57
<b>Total 2520 - Capital Grants</b>						<b>794,229.05</b>

<b>Total 250 - Grant Projects Fund</b>						<b>794,229.05</b>
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Fund: 260 - Asset Seizure Fund						
<b>Program: 2610 - Customs</b>						
377	8015	Equipment	1026 CDW LLC	BR92337	Squad Computers and Accessories 44 16GB MEM RAM	588.36
378	8015	Equipment	1026 CDW LLC	BT92113	24 Gamber 9 Lower Tube Assy	874.08
379	8015	Equipment	1026 CDW LLC	BW68030	Mounting Equip, Mounting Steps, Upper Poles, Power Adapters	15,393.00
<b>Total 2610 - Customs</b>						<b>16,855.44</b>

<b>Program: 2620 - DEA</b>						
380	7300	Uniforms	1489 JG Uniforms Inc	102743	Uniforms- Ballistic Vest Cover- Officer	185.00
381	7300	Uniforms	1489 JG Uniforms Inc	102744	Uniforms- Ballistic Vest Cover- Officer	185.00
382	7300	Uniforms	1489 JG Uniforms Inc	102745	Uniforms- Ballistic Vest Cover- Officer	185.00
383	7300	Uniforms	1164 Uniform Den East Inc	80733	Helix Brand Level II Ballistic Vests (1 New Officer)	615.00
<b>Total 2620 - DEA</b>						<b>1,170.00</b>

<b>Total 260 - Asset Seizure Fund</b>						<b>18,025.44</b>
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Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 400 - Capital Projects Fund</b>					
384	6000	Professional Services	3337 HR Green Inc	154073R Bridge Construction Engineering 05/21/22-06/17/22	135.00
385	6000	Professional Services	1123 Christopher B Burke Engineering LTD	176504 R-49-22 TO #1 CIP Con A, Area 4 Drainage Imp 06/26-07/30/22	34,135.00
386	6000	Professional Services	1079 AECOM Technical Services Inc	2000654043 R-52-22 Professional Engr Services TO#1 06/25/22-07/29/22	37,551.64
387	6000	Professional Services	1079 AECOM Technical Services Inc	2000655276 Task Order #2 - Inspection Intern 06/04-07/29/22	12,579.67
388	6000	Professional Services	8492 TranSystems Corporation	3875823-01 R-171-21 Ph 1 Eng Srv-Algonquin Rd/UPRR Grade Sep 6/23-7/22/22	5,943.95
389	6000	Professional Services	1199 Spaceco Inc	89883 R-61-22 Engr Svcs-Des Plaines Roadway Work 06/26-07/30/2022	34,360.00
390	6300	R&M Software	7967 MasterGraphics.AEC LLC	012266 Autodesk Software Subscription & Support 10/18/2022-10/17/2023	9,510.00
391	8100	Improvements	1086 Arrow Road Construction Company	2020-A-P15-FINAL R-125-20 & R-168-21 Contractor 2020 CIP Cont A St&ADA Imp FINAL	37,566.96
392	8100	Improvements	1328 John Neri Construction Company Inc	2021-A-P9 FINAL 2021 CIP Street & Utility Improvements 01/01-07/26/2022 FINAL R-81-21	99,491.30
<b>Total 400 - Capital Projects Fund</b>					<b>271,273.52</b>

<b>Fund: 420 - IT Replacement Fund</b>					
393	6140	Leases	5109 Konica Minolta Premier Finance	5021123901 Konica Minolta Lease 08/21/22-09/20/22	7,304.18
394	8005	Computer Hardware	1035 Dell Marketing LP	10601280239 Dell Memory Upgrade 16GB	95.47
<b>Total 420 - IT Replacement Fund</b>					<b>7,399.65</b>

<b>Fund: 430 - Facilities Replacement Fund</b>					
395	6000	Professional Services	3337 HR Green Inc	154072R Masonry Construction Observation 05/21/22-06/17/22	99.00
396	6315	R&M Buildings & Structures	8364 Super Electric Construction Company	41789 Electrical Receptacle Install - Civic Deck - 11/15-12/15/2021	19,035.00
<b>Total 430 - Facilities Replacement Fund</b>					<b>19,134.00</b>

<b>Fund: 500 - Water/Sewer Fund</b>					
<b>Non Departmental</b>					
<b>Division: 550 - Water Systems</b>					
397	6110	Printing Services	1233 Press Tech Inc	49736 7,500 Envelopes - PW Lead Letter Mailing 07/28/2022	747.00
398	6110	Printing Services	1233 Press Tech Inc	49737 10,000 Return Envelopes - PW Lead Letter Mailing 07/28/2022	932.00
399	6115	Licensing/Titles	8585 Vargas, Javez	Reimb 07/28/2022 CDL License - Water Plant Operator - Exp 02/02/2025	30.00
400	6190	Tow/Storage/Abandoned Fees	5874 Suburban Towing & Recovery Inc	161577 Towing Service to PW 06/28/2022 - PW 9032	402.50
401	6195	Miscellaneous Contractual Services	3781 Smith Ecological Systems Company	23917 Trip Charge - 08/05/2022	325.00
402	6300	R&M Software	6992 Core & Main LP	R318541 Water Meter Purchase & Installs - 07/28/2022, R-3-22	7,300.00
403	6305	R&M Equipment	1071 Pomp's Tire Service Inc	280136108 Service Call Tire Replacement - PW 9014 - 07/18/2022	2,548.15
404	6305	R&M Equipment	1154 West Side Tractor Sales	L89307 Equipment Inspection & Repair - PW 9014 - 07/29/2022	3,725.40
405	6315	R&M Buildings & Structures	8049 Cross Points Sales Inc	P 79774 Fire Alarm Inspections - Theater & 1486 Miner - 08/02/2022	251.00
406	7020	Supplies - Safety	1703 Prosafety Inc	2/888650 Gloves, Caution Tape, & Locating Paint	384.60
407	7020	Supplies - Safety	4093 White Cap LP	50019361197 Slush Boots	45.59

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
408	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	2431 Cloth Vacuum Cleaner Bags	9.99
409	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	3435 4 Saw Blades	45.94
410	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	3820945 Cordless Tool Batteries	99.00
411	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	6070677 2 Locating Wands	55.96
412	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	6083731 Flex Seal, Markers, Buckets, Flashlight, Broom, Etc.	261.70
413	7035	Supplies - Equipment R&M	8244 Des Plaines Ace Hardware	2404 (3) 8-Pack D Batteries - Locator	51.27
414	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	833205 Battery & Core Deposit - PW 9009	144.44
415	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	833463 Battery - PW 9001	104.52
416	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	834082 Spark Plug - PW 9059	2.69
417	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	834692 3 Belts - PW 9063	35.72
418	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	834931 License Lamp - PW 8T03	6.95
419	7040	Supplies - Vehicle R&M	1535 Wipeco Inc	0121075-IN 36 Boxes Work Rags	255.90
420	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3028806505 IRP Valve Kit - PW 9031	468.00
421	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	834099 2 Qts Oil - PW 9059	6.58
422	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	834280 Air Filter - PW 9059	55.98
423	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	834791 Air Filter - PW 9040	21.19
424	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10451087 3.0 Cu Yds Top Soil & 25 Lbs Grass Seed - 08/04/2022	183.00
425	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10451132 2.0 Cu Yds Top Soil - 08/04/2022	64.00
426	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10451259 3.0 Cu Yds Top Soil - 08/05/2022	96.00
427	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10451307 3.0 Cu Yds Top Soil - 08/05/2022	96.00
428	7070	Supplies - Water System Maintenance	2053 USA Bluebook	065682 Pressure Transmitter	486.93
429	7070	Supplies - Water System Maintenance	1047 Home Depot Credit Svcs	1020585 Aluminum Edges, Water Shield, Roofing, & Metal Set - Howard Shed	361.93
430	7070	Supplies - Water System Maintenance	8244 Des Plaines Ace Hardware	2423 2 Cans Hornet Spray	8.98
431	7070	Supplies - Water System Maintenance	8244 Des Plaines Ace Hardware	2462 20 Fasteners	21.40
432	7070	Supplies - Water System Maintenance	8244 Des Plaines Ace Hardware	2520 Black Pipe - Central Tank	8.99
433	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	2564 Tape & Pipe Sealant	40.38
434	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	2686 Paint, Ridge Caps, Screws, Steel Pallet - Howard Shed	817.93
435	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	3038 Floor Fan	34.99
436	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	3417 Asphalt Tape & Caulk - Howard Shed	35.32

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
437	7070	Supplies - Water System Maintenance	1274 O'Leary's Contractors Equipment & Supply Inc	430786	Saw Blade & Pump Strainer	649.00
438	7070	Supplies - Water System Maintenance	1072 Prairie Material	890608767	3.0 Cu Yds Concrete - Repairs - 07/26/2022	520.75
439	7070	Supplies - Water System Maintenance	1072 Prairie Material	890620112	3.0 Cu Yds Concrete - Street Repair - 08/01/2022	520.75
440	7070	Supplies - Water System Maintenance	3217 Ozinga Ready Mix Concrete Inc	ARI00414057	4.5 Cu Yds Concrete - Street Repairs - 07/28/2022	882.13
441	7070	Supplies - Water System Maintenance	6992 Core & Main LP	R300958	10 Corps, 60 Copper Tubes, & 2 Hymax	2,245.40
442	7070	Supplies - Water System Maintenance	6992 Core & Main LP	R347417	Pipe, Ductile Iron, & Rubber Gaskets	2,255.40
443	7070	Supplies - Water System Maintenance	6992 Core & Main LP	R381842	Repair Clamps	1,763.60
444	7105	Wholesale Water - NWWC	2901 Northwest Water Commission	08012022	Wholesale Water Purchase - July 2022 R-183-14	357,352.26
445	7120	Gasoline	8331 Avalon Petroleum Company Inc	457083	6,000 Gals Unleaded Gasoline - 08/08/2022, R-163-20	2,608.06
446	7120	Gasoline	8331 Avalon Petroleum Company Inc	467692	5,000 Gals Unleaded Gasoline - 07/19/2022, R-163-20	2,566.01
447	7130	Diesel	8331 Avalon Petroleum Company Inc	023475	1,000 Gals Diesel Fuel - 08/08/2022, R-163-20	719.76
448	7130	Diesel	8331 Avalon Petroleum Company Inc	029728	2,000 Gals Bio Diesel Fuel - 07/19/2022, R-163-20	352.93
449	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	57316	Chlorine Tank Rental - 06/27-07/28/2022	217.00
450	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	57317	Chlorine Tank Rental - 06/27-07/28/2022	217.00
451	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	57518	10 Chlorine Cylinders	2,367.80
452	8015	Equipment	4715 SHI International Corporation	B15534664	30 Panasonic Cameras - City Facilities	16,975.20
453	8015	Equipment	4715 SHI International Corporation	B15546615	18 Camera Mounts & Hardware - PW	1,518.66
454	8015	Equipment	4715 SHI International Corporation	B15553288	30 Panasonic Cameras & Brackets - City Facilities	2,531.10
Total 550 - Water Systems						416,835.73

Division: 560 - Sewer Systems						
455	6195	Miscellaneous Contractual Services	8584 James Drive Safety Lane LLC	4766	Safety Lane Coupons - 08/01/2022	90.00
456	6300	R&M Software	1145 Cues	617040	Annual Software Support 08/21/22-08/20/23	2,850.00
457	6305	R&M Equipment	6598 Cummins Inc	F2-63618	Full Service & Load Bank Test 07/27/2022 - PW 8000	2,847.86
458	7020	Supplies - Safety	2513 Lee Jensen Sales Co	0017350-00	Hitchpins, Lynchpins, Nylon Slings & Ratchet Assy for Shoring	296.00
459	7020	Supplies - Safety	2053 USA Bluebook	075047	Safety Can Cabinet	1,806.57
460	7020	Supplies - Safety	4093 White Cap LP	50019396068	Gloves & Earplugs	152.88
461	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	835052	6 Qts Oil - PW 8043	56.34
462	7040	Supplies - Vehicle R&M	1535 Wipeco Inc	0121075-IN	36 Boxes Work Rags	255.90
463	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3028590503	Cables, Harness, Speed Sensor - PW 8021	355.00
464	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3028658389	Power Cable - PW 8021	223.00

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465	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3028759934	Battery Cable - PW 8021	163.00
466	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3028778998	Returned Cable - PW 8021	(440.00)
467	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3028789337	Cable Harness Return - PW 8021	(79.90)
468	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	833761	LED Light - PW 8036	34.99
469	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	833968	Power Steering Hose - PW 8026	13.25
470	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	833993	Power Steering Hose - PW 8026	157.35
471	7075	Supplies - Sewer System Maintenance	8598 Ray Schramer & Company	162586	Pro-Rings, Adapters, & Bends for Sewer Repairs	1,547.20
472	7075	Supplies - Sewer System Maintenance	1162 Vollmar Clay Products Inc	187313	64 Blocks, Flat Top, & Pallet	578.00
473	7075	Supplies - Sewer System Maintenance	1162 Vollmar Clay Products Inc	187348	Manhole Base Section w/ Bottom Cast In	337.00
474	7075	Supplies - Sewer System Maintenance	1057 Menard Incorporated	2577	Photocell Wallpack & Photocell Postlight - Levee 50	71.92
475	7075	Supplies - Sewer System Maintenance	1437 Des Plaines Material & Supply LLC	491839	2 Missions for Sewer Digs	242.02
476	7075	Supplies - Sewer System Maintenance	1072 Prairie Material	890608768	2.0 Cu Yds Concrete - Curb Repair 650 Middleton - 07/26/2022	280.50
477	7075	Supplies - Sewer System Maintenance	1072 Prairie Material	890622614	1.0 Cu Yd Concrete - Sewer Repair - 08/03/2022	125.25
478	7075	Supplies - Sewer System Maintenance	1072 Prairie Material	890635661	1.5 Cu Yds Concrete - Repairs - 08/11/2022	187.88
479	7075	Supplies - Sewer System Maintenance	1564 EJ Equipment Inc	P37992	Loaner Transporter Assembly	222.01
480	7120	Gasoline	8331 Avalon Petroleum Company Inc	457083	6,000 Gals Unleaded Gasoline - 08/08/2022, R-163-20	776.18
481	7120	Gasoline	8331 Avalon Petroleum Company Inc	467692	5,000 Gals Unleaded Gasoline - 07/19/2022, R-163-20	1,432.85
482	7130	Diesel	8331 Avalon Petroleum Company Inc	023475	1,000 Gals Diesel Fuel - 08/08/2022, R-163-20	533.47
483	7130	Diesel	8331 Avalon Petroleum Company Inc	029728	2,000 Gals Bio Diesel Fuel - 07/19/2022, R-163-20	846.15
484	7320	Equipment < \$5,000	8679 UEMSI/HTV Incorporated	2102362-IN	Motor/Tail Assembly for Root Cutter	1,664.07
485	7320	Equipment < \$5,000	8244 Des Plaines Ace Hardware	2516	Pruning Blade & Trimming Wire	19.75
486	7320	Equipment < \$5,000	1520 Russo Power Equipment	PCM10071741	Returned Line Trimmer	(286.00)
487	7320	Equipment < \$5,000	1520 Russo Power Equipment	SPI11177807	Line Trimmer - Sewer Department	350.00
Total 560 - Sewer Systems						17,710.49

<b>Division: 580 - CIP - Water/Sewer</b>						
488	6000	Professional Services	2506 Trotter & Associates Inc	20369	TO#19 Const Phase Svcs Wtr Sys Sep - 07/01-07/31/2022, R-48-22	206.00
489	6000	Professional Services	1606 Dixon Engineering Inc	22-0816	Design, Review, Install, Inspect-Miner Tank-08/09/2022, R-41-20	1,350.00
490	6000	Professional Services	4022 M E Simpson Co Inc	38958	TO#3 Leak Detection - 07/18-07/29/2022, R-213-21	11,902.50

# City of Des Plaines

## Warrant Register 09/06/2022

Line #	Account		Vendor	Invoice	Invoice Description	Amount
491	8100	Improvements	1328 John Neri Construction Company Inc	2021-A-P9 FINAL	2021 CIP Street & Utility Improvements 01/01-07/26/2022 FINAL R-81-21	42,600.72
492	8100	Improvements	1328 John Neri Construction Company Inc	WSS Proj Pymt 2	Water Sys Separation Project 05/13-07/14/22, R-36-22 & R-132-22	156,653.11
Total 580 - CIP - Water/Sewer						212,712.33

<b>Total 00 - Non Departmental</b>	<b>647,258.55</b>
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<b>Department: 30 - Finance</b>						
493	6000	Professional Services	2943 Crowe LLP	707-2548939	Auditing Services for Tax Year 2021 (3rd of 3 years)	4,925.00
494	6025	Administrative Services	7961 BridgePay Network Solutions LLC	10465	Utility Web & Business License Transaction Fees July 2022	256.50
495	6025	Administrative Services	7615 Sebis Direct Inc	39444	Utility Bill Rendering Services for Drop Date 08/16/2022	1,079.61
496	7000	Office Supplies	2016 Signarama	43158	3 Office Name Plates 08/16/2022 - Finance	22.50
497	7000	Office Supplies	1644 Warehouse Direct Inc	5298558-0	50 Binders and 4 Ctns of Copy Paper	220.32
<b>Total 30 - Finance</b>						<b>6,503.93</b>

<b>Total 500 - Water/Sewer Fund</b>	<b>653,762.48</b>
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<b>Fund: 510 - City Owned Parking Fund</b>						
498	6320	R&M Parking Lots	8262 Automatic Fire Systems Inc	3598R	RPZ Testing and Repair Library Parking Deck 08/03/2022	1,387.00
499	7060	Supplies - Parking Lots	3378 Michael Wagner & Sons Inc	1001047	Plumbing Elbows	58.64
500	7060	Supplies - Parking Lots	1047 Home Depot Credit Svcs	1052422R	Cleaner for Parking Decks	42.24
501	7060	Supplies - Parking Lots	1057 Menard Incorporated	3360	Plumbing Repair Supplies - Metro Sq Parking Deck	232.19
502	7060	Supplies - Parking Lots	1057 Menard Incorporated	3418R	Plumbing Supplies for Metro Square Parking Deck	40.62
<b>Total 510 - City Owned Parking Fund</b>						<b>1,760.69</b>

<b>Fund: 520 - Metra Leased Parking Fund</b>						
503	7540	Land Lease	1165 Union Pacific Railroad Company	June 2022	Parking Fees for June 2022	1,377.91
<b>Total 520 - Metra Leased Parking Fund</b>						<b>1,377.91</b>

<b>Fund: 600 - Risk Management Fund</b>						
504	5570	Self Insured P&L Expense	1089 Autokrafter of Des Plaines	07/18/2022	Accident Repair - Fire 7707/Unit A63 - 07/18/2022	8,897.29
505	5570	Self Insured P&L Expense	1089 Autokrafter of Des Plaines	1474	Accident Repair - Police 6098/Unit 48-05/18/2022	7,860.76
506	6000	Professional Services	8580 Ready Rebound LLC	2332R	Consulting-Orthopedic Patient Navigator Contract Aug 2022	905.74
507	6005	Legal Fees	8133 Elrod Friedman LLP	9351	7-22 Non-Retainer PSEBA Proceedings	462.00
<b>Total 600 - Risk Management Fund</b>						<b>18,125.79</b>

<b>Fund: 610 - Health Benefits Fund</b>						
508	6195	Miscellaneous Contractual Services	8374 Wex Health Incorporated	0001569923-INR	Commuter, FSA, and COBRA Monthly Admin Fees July 2022	696.25
<b>Total 610 - Health Benefits Fund</b>						<b>696.25</b>

# City of Des Plaines

## Warrant Register 09/06/2022

Line #	Account		Vendor	Invoice	Invoice Description	Amount
Fund: 700 - Escrow Fund						
509	2226	Special Events - July 4th	2016 Signarama	43119	250 No Parking Signs 07/28/2022 - 4th of July Parade	737.50
510	2430	Escrow - Police Items	1320 IL State Police	Cost 01755-07/22	Fingerprint Background Check Services July 2022	141.25
511	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	188445	Legal Notice 08/03/2022 for Public Hearing 08/23/2022	95.21
512	2493	Escrow - CED Development	8133 Elrod Friedman LLP	9342	7-22 Reimb Redevelopment	920.00
513	2493	Escrow - CED Development	8133 Elrod Friedman LLP	9343	7-22 Reimb Redevelopment	200.00
514	2493	Escrow - CED Development	8133 Elrod Friedman LLP	9344	7-22 Reimb Redevelopment	6,816.50
515	2493	Escrow - CED Development	8133 Elrod Friedman LLP	9356A	7-22 Reimb Redevelopment	484.50
Total 700 - Escrow Fund						9,394.96
Grand Total						2,833,789.49

# City of Des Plaines

## Warrant Register 09/06/2022

### Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 100 - General Fund</b>					
<b>Department: 00 - Non Departmental</b>					
516	4631	Nonresident Ambulance Fees	8689 Di Domenico, Roberto	DPIL-190028600 Medical Reimbursement DOS 07/13/2019	885.00
<b>Total 00 - Non Departmental</b>					<b>885.00</b>

<b>Elected Office</b>					
<b>Division: 110 - Legislative</b>					
517	5310	Membership Dues	1268 Northwest Municipal Conference	10829 2022-2023 Membership Dues R-138-22	25,528.00
<b>Total 110 - Legislative</b>					<b>25,528.00</b>

<b>Total 10 - Elected Office</b>					<b>25,528.00</b>
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City Administration						
Division: 230 - Information Technology						
518	6015	Communication Services	1010 AT&T Mobility	287025333959082 2	Communication Service 07/04-08/03/2022	132.45
519	6300	R&M Software	6936 Flycast Partners Inc	FCPI4517-02R	RemedyForce Serv Desk Renewal 8/21/22-8/20/23-Replaces Ck 146064	3,307.00
Total 230 - Information Technology						3,439.45

Division: 240 - Media Services						
520	5320	Conferences	7799 Stern, Maureen	Reimb 7/19-22/22	Public Information Basis - EMI Conference 07/19-07/21/2022	411.26
Total 240 - Media Services						411.26

<b>Total 20 - City Administration</b>					<b>3,850.71</b>
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Public Works & Engineering						
Division: 530 - Street Maintenance						
521	6115	Licensing/Titles	4230 Bradley, James	Reimb 12/7/21-R	CDL License-Street Oper 12/7/21- Exp 12/6/25 Replaces Ck 144391	30.00
Total 530 - Street Maintenance						30.00

Division: 540 - Vehicle Maintenance						
522	6195	Miscellaneous Contractual Services	8504 Verizon Connect Fleet USA LLC	362000029465	Vehicle Diagnostic System August 2022	1,424.75
523	7120	Gasoline	7349 Wex Inc	81277050	May 2022 Fuel Purchases	1,832.28
524	7130	Diesel	7349 Wex Inc	81277050	May 2022 Fuel Purchases	689.64
Total 540 - Vehicle Maintenance						3,946.67

<b>Total 50 - Public Works &amp; Engineering</b>					<b>3,976.67</b>
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Police Department						
Division: 630 - Support Services						
525	6015	Communication Services	1032 Comcast	08/06/22 x7069	Internet/Cable Service 08/10-09/09/2022	99.95



# City of Des Plaines

## Warrant Register 09/06/2022

### Manual Payments

Line #	Account		Vendor	Invoice	Invoice Description	Amount
526	6015	Communication Services	1009 AT&T	847R18054607-22	Communication Service 07/28-08/27/2022	63.68
<b>Total 630 - Support Services</b>						<b>163.63</b>
<b>Total 60 - Police Department</b>						<b>163.63</b>
<b>Total 100 - General Fund</b>						<b>34,404.01</b>
<b>Fund: 260 - Asset Seizure Fund</b>						
<b>Program: 2640 - Forfeit</b>						
527	6115	Licensing/Titles	1744 IL Secretary of State	AR63051-2023R	Squad #20 License Plate Renewal (2023) - Replaces Ck 145639	171.00
<b>Total 2640 - Forfeit</b>						<b>171.00</b>
<b>Total 260 - Asset Seizure Fund</b>						<b>171.00</b>
<b>Grand Total</b>						<b>34,575.01</b>

# City of Des Plaines

## Warrant Register 09/06/2022

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 100 - General Fund</b>					
<b>City Administration</b>					
<b>Division: 210 - City Manager</b>					
528	6195	Miscellaneous Contractual Services	8153 Zoom Video Communications Inc	PC - 35918 Zoom Subscription 7/26/22-8/25/22 for City Manager	14.99
<b>Total 210 - City Manager</b>					<b>14.99</b>

<b>Division: 230 - Information Technology</b>					
529	6195	Miscellaneous Contractual Services	4444 Misc Vendor for Procurement Card	PC - 35954 Amazon Web Service Charge is Being Disputed 08/10/22-See Email	14.66
530	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 35958 Dpcitynet, Cityofdesplaines, Desplaines Renewal 7/4/22-8/3/22	14.97
531	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 35959 Monthly Dpcitynet.com Renewal 7/5/22 - 8/4/22	4.99
532	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 35963 Tasteofdesplaines.com Registration 7/13/22 - 7/12/24	29.98
533	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 35968 Desplainesintranet.org Premium DNS Renewal 7/23/22 - 7/21/24	105.99
534	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 35971 Monthly Secure Express Renewal 7/25/22 - 8/22/22	7.99
535	7200	Other Supplies	4348 Amazon.Com	PC - 35956 Clorox Disinfecting Wipes for IT Department	18.55
536	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 35957 Energizer Batteries, SanDisk USB Drives for City Use	216.06
537	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 35960 Logitech MX Master 3 Advanced Wireless Mouse for City Use	102.17
538	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 35961 APC Sine Wave UPS Battery Backup for City Use	759.96
539	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 35962 Plantronics Headsets for City Use	799.74
540	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 35965 Western Digital Hard Drive for IT Use	55.92
541	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 35966 iPad Generation Case for Public Works	25.64
542	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 35967 Quartet Dry Erase Whiteboard Markers for IT Department	33.16
543	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 35969 Logitech Wireless Keyboard / Mouse Combo for City Use	119.50
544	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 35970 Wireless ProTech Cases with Clip for City Use	179.00
545	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 35972 Fiber Patch Cables for City Use	181.40
546	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 35973 Quartet Glass Whiteboard for IT Department	429.51
<b>Total 230 - Information Technology</b>					<b>3,099.19</b>

<b>Division: 240 - Media Services</b>					
547	5335	Travel Expenses	4444 Misc Vendor for Procurement Card	PC - 35857 Hotel 7/18-7/21/22 Public Info Basics Training - Media Dir	429.78

# City of Des Plaines

## Warrant Register 09/06/2022

### JPMorgan Chase

Line #	Account		Vendor	Invoice	Invoice Description	Amount
548	6195	Miscellaneous Contractual Services	6873 ArchiveSocial Inc	PC - 35851	Annual Fee for Social Media Archiving 6/1/22-5/1/23 PO 2022-258	2,988.00
549	6195	Miscellaneous Contractual Services	8125 Monsido Inc	PC - 35858	Prorated Inv-Increased Page Count-Website Accessibility Softwr 08/01/22-01/31/2023	675.00
550	7310	Publications	1456 Chicago Tribune	PC - 35852	Clerk's Office Subscription 7/6/22-8/2/22	15.96
551	7310	Publications	1456 Chicago Tribune	PC - 35854	City Manager Subscription 7/7/22-8/3/22	15.96
552	7310	Publications	1456 Chicago Tribune	PC - 35855	Media Services Subscription 7/8/22-8/4/22	15.96
Total 240 - Media Services						4,140.66

Division: 250 - Human Resources						
553	5310	Membership Dues	1485 ILCMA - IL City/County Management Assoc	PC - 35888	ILCMA Corp and Legacy Proj Memberships-HR Dir 7/1/22-6/30/23	206.25
554	5310	Membership Dues	2421 CityTech USA Inc	PC - 35890	Public Salary Web Access Renewal 07/10/22-07/09/2023	390.00
555	5320	Conferences	1546 IPELRA	PC - 35899	Annual IL HR Conference HR Dir Attend 10/23-10/26/2022	399.00
556	5325	Training	6993 Labor Arbitration Institute	PC - 35887	Training for Management Analyst 10/20/2022	450.00
557	6100	Publication of Notices	5760 LinkedIn	PC - 35891	Job Ad: CED Exec Asst 6/22-7/4/2022	506.97
558	6100	Publication of Notices	5760 LinkedIn	PC - 35892	Job Ad: CED Exec Asst 7/5/2022	39.74
559	6100	Publication of Notices	1753 American Public Works Association - APWA	PC - 35893	Job Ads: Water Opr 6/28-7/19/2022, Maint Opr 6/28-7/19/2022	375.00
560	6100	Publication of Notices	5760 LinkedIn	PC - 35895	Job Ads: Bldg Inspector 7/8-7/16/2022, Civil Eng 7/8-7/16/2022	540.04
561	6100	Publication of Notices	5760 LinkedIn	PC - 35897	Job Ads: Bldg Inspector 7/17-7/24/22, Civil Eng 7/17-7/24/22	504.66
562	6100	Publication of Notices	5760 LinkedIn	PC - 35898	Job Ads: Bldg Inspector 7/25-7/27/22, Civil Eng 7/25-7/27/22	179.67
563	7550	Miscellaneous Expenses	4444 Misc Vendor for Procurement Card	PC - 35889	Staff Appreciation Event 07/15/2022-Deposit	100.00
564	7550	Miscellaneous Expenses	4444 Misc Vendor for Procurement Card	PC - 35896	Staff Appreciation Event 7/15/2022	1,468.50
Total 250 - Human Resources						5,159.83

<b>Total 20 - City Administration</b>	<b>12,414.67</b>
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Department: 30 - Finance						
565	7200	Other Supplies	4348 Amazon.Com	PC - 35978	2 Packs of Coffee K-Cups	60.96
566	7200	Other Supplies	4348 Amazon.Com	PC - 35982	1 Pack of Plastic Spoons	32.19
567	7200	Other Supplies	4348 Amazon.Com	PC - 35983	1 Pack of Plastic Forks	27.70
568	7200	Other Supplies	4348 Amazon.Com	PC - 35984	1 Pack of Plastic Knives	21.49
569	7200	Other Supplies	4348 Amazon.Com	PC - 35985	2 Pack of Elbow Rests for Desk	26.99
570	7200	Other Supplies	4348 Amazon.Com	PC - 35986	1 Carton of Dixie Hot Cups	83.69

# City of Des Plaines

## Warrant Register 09/06/2022

### JPMorgan Chase

Line #	Account		Vendor	Invoice	Invoice Description	Amount
571	7200	Other Supplies	4348 Amazon.Com	PC - 35987	Return 1 Carton of Dixie Hot Cups	(83.69)
572	7320	Equipment < \$5,000	1941 Global Equipment Company	PC - 35980	Coin Counter Machine	225.50
Total 30 - Finance						394.83

Community Development						
<b>Division: 410 - Building &amp; Code Enforcement</b>						
573	5325	Training	1452 IACE - IL Association of Code Enforcement	PC - 35921	2022 Qrtly Training for 3 Code Enforcement Inps - 07/20/2022	150.00
<b>Total 410 - Building &amp; Code Enforcement</b>						<b>150.00</b>

<b>Total 40 - Community Development</b>						<b>150.00</b>
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Public Works & Engineering						
<b>Division: 530 - Street Maintenance</b>						
574	5325	Training	4348 Amazon.Com	PC - 35883	5 CDL Test Workbooks	64.75
575	7050	Supplies - Streetscape	4830 Lowe's	PC - 35988	1 Railing Planting Box	66.98
576	7050	Supplies - Streetscape	4830 Lowe's	PC - 35989	3 Railing Planter Boxes	200.94
<b>Total 530 - Street Maintenance</b>						<b>332.67</b>

<b>Division: 535 - Facilities &amp; Grounds Maintenance</b>						
577	6315	R&M Buildings & Structures	7689 Ambius	PC - 35856	Plaint Maintenance for July 2022	685.17
578	7030	Supplies - Tools & Hardware	4348 Amazon.Com	PC - 35992	Drywall Sander	699.59
579	7045	Supplies - Building R&M	4444 Misc Vendor for Procurement Card	PC - 35882	Cable Ties, Distribution Rings, Fasteners, Clamps and Supports	496.95
580	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 35884	3 Rolls of CAT6 Cable	490.47
581	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 35885	1 Patch Panel and 9 Rolls of CAT6 Cable	1,620.13
582	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 35990	6 Cable Connectors and 41 Cable Ports	1,008.86
583	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 35993	2 Patch Panels	62.80
584	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 35994	2 CAT6 Connectors and 1 Patch Panel	294.86
585	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 35995	Window Tint and Window Film - IT Remodel	81.98
586	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 35996	Detergent Dispenser - Fire Station #62	58.05
<b>Total 535 - Facilities &amp; Grounds Maintenance</b>						<b>5,498.86</b>

<b>Division: 540 - Vehicle Maintenance</b>						
587	7030	Supplies - Tools & Hardware	4348 Amazon.Com	PC - 35841	1 Pack of Plastic Bags for Parts	6.99
588	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 35861	E-Tracs and Hooks - Police 6509	92.04
589	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 35838	20 Dash Cams and 1 iPhone Charger	1,894.99

**City of Des Plaines**  
**Warrant Register 09/06/2022**  
**JPMorgan Chase**

Line #	Account		Vendor	Invoice	Invoice Description	Amount
590	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 35839	13 Memory Cards	465.66
591	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 35840	30 Dash Cam Hardwire Kits and 4 Card Readers	611.26
592	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 35842	Refund for Undelivered Order-30 Dash Cam Hd Kits and 4 Crd Rdrs	(611.26)
593	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 35843	Refund for Undelivered Order - 12 Memory Cards for Dash Cams	(429.84)
594	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 35844	12 Memory Cards for Dash Cams	429.84
595	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 35845	6 Memory Cards for Dash Cams	227.70
596	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 35846	30 Hardware Kits for Dash Cams and 4 Card Readers	520.96
597	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 35847	Memory Card for Dash Cam	35.82
598	7300	Uniforms	4348 Amazon.Com	PC - 35859	Uniform Shirt - Vehicle Maintenance Foreman	27.99
599	7300	Uniforms	4348 Amazon.Com	PC - 35860	Uniform Shirt - Vehicle Maintenance Foreman	27.99
Total 540 - Vehicle Maintenance						3,300.14

<b>Total 50 - Public Works &amp; Engineering</b>	<b>9,131.67</b>
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Police Department						
<b>Division: 610 - Uniformed Patrol</b>						
600	5325	Training	4444 Misc Vendor for Procurement Card	PC - 35876	Armalite Armorer Course 11/10-11/11/2022 (1 Ofc)	550.00
601	7200	Other Supplies	4444 Misc Vendor for Procurement Card	PC - 35872	5 Release Tools for Casino Doors	31.78
602	7200	Other Supplies	4348 Amazon.Com	PC - 35880	2 Packs of Reusable Hook Straps	24.86
603	7200	Other Supplies	4348 Amazon.Com	PC - 35974	1 Roll of Kraft Paper for Evidence Packaging	28.79
604	7200	Other Supplies	2509 Lynn Peavey Co	PC - 35975	2 Packs of Narcotics NIK Test Kits	79.49
605	7200	Other Supplies	8244 Des Plaines Ace Hardware	PC - 35976	Battery for E.T. Camera Flash	17.99
<b>Total 610 - Uniformed Patrol</b>						<b>732.91</b>

<b>Division: 620 - Criminal Investigation</b>						
606	6015	Communication Services	8347 Browning Trail Cameras	PC - 35848	Cell Connection-Trail Camera for Surveillance 7/18-8/18/2022	29.99
<b>Total 620 - Criminal Investigation</b>						<b>29.99</b>

<b>Division: 630 - Support Services</b>						
607	5325	Training	4444 Misc Vendor for Procurement Card	PC - 35873	ATV Certification Class 5/23/2022 (2 Ofc)	300.00
608	7000	Office Supplies	6795 Rimage Corporation	PC - 35953	10 Packs of DVDR White, Rimage TY Everest for Body Camera Sys	1,023.50

# City of Des Plaines

## Warrant Register 09/06/2022

### JPMorgan Chase

Line #	Account		Vendor	Invoice	Invoice Description	Amount
609	7015	Supplies - Police Range	4444 Misc Vendor for Procurement Card	PC - 35901	Trauma Kit for Police Range	108.34
610	7200	Other Supplies	4348 Amazon.Com	PC - 35874	1 Pack of Paper Plates	81.48
611	7200	Other Supplies	4348 Amazon.Com	PC - 35875	1 Pack of Disinfectant Spray	71.75
612	7200	Other Supplies	2318 Jewel Food Stores	PC - 35877	Water and Gatorade for TRT Callout in Highland Park 7/13/2022	33.97
613	7200	Other Supplies	4348 Amazon.Com	PC - 35879	Fly Paper and Batteries	62.55
614	7525	Meals	4348 Amazon.Com	PC - 35878	3 Packs of Juice for Prisoners	117.97
615	7550	Miscellaneous Expenses	2318 Jewel Food Stores	PC - 35881	Cake for Retirement Function 7/22/2022	47.99
616	7550	Miscellaneous Expenses	5131 Mug's Pizza and Ribs	PC - 35942	Food for Strategic Planning Meeting 7/26/2022	209.93
Total 630 - Support Services						2,057.48

<b>Total 60 - Police Department</b>	<b>2,820.38</b>
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Fire Department						
<b>Division: 100 - Administration</b>						
617	5320	Conferences	4444 Misc Vendor for Procurement Card	PC - 35903	Hotel Stay ImageTrend Conf 07/19/22-07/22/22-Battalion Chief	599.64
618	5320	Conferences	4444 Misc Vendor for Procurement Card	PC - 35904	Hotel Stay ImageTrend Conf 07/19/22-07/22/22 - Deputy Chief	607.14
619	5320	Conferences	4423 Midway Parking	PC - 35936	Parking Fee Fire Chiefs Conference 07/13/22-07/16/22 - Chief	45.00
620	5325	Training	4444 Misc Vendor for Procurement Card	PC - 35934	Meal Ticket Nat Fire Academy Training 08/01-08/12/22-Div Chief	594.29
621	7550	Miscellaneous Expenses	6163 Portillos Hot Dogs LLC	PC - 35944	Credit for Tax Charged on 06/09/22	(11.04)
<b>Total 100 - Administration</b>						<b>1,835.03</b>

<b>Division: 710 - Emergency Services</b>						
622	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 35927	Paramedic License Renewal 07/31/22-07/31/26 - Paramedic	41.00
623	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 35928	Paramedic License Renewal 07/31/22-07/31/26 - Paramedic	41.00
624	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 35929	Paramedic License Renewal 07/31/22-07/31/26 - Paramedic	41.00
625	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 35930	Paramedic License Renewal 09/30/22-09/30/26 - Paramedic	41.00
626	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 35931	EMT License Renewal 08/31/22-08/31/26 - Lieutenant	21.00
627	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 35932	Paramedic License Renewal 08/31/22-08/31/26 - Paramedic	41.00
628	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 35933	Lead Instructor License Renewal 07/31/22-07/31/26 - Paramedic	21.00
629	7000	Office Supplies	4348 Amazon.Com	PC - 35906	5 Markers/Grease Pencils	71.94
630	7000	Office Supplies	4348 Amazon.Com	PC - 35910	5 Markers/Grease Pencils	68.99

**City of Des Plaines**  
**Warrant Register 09/06/2022**  
**JPMorgan Chase**

Line #	Account		Vendor	Invoice	Invoice Description	Amount
631	7000	Office Supplies	4348 Amazon.Com	PC - 35915	4 Underwater Dive Slates	51.72
632	7200	Other Supplies	1571 Welding Industrial Supply	PC - 35913	16 Cylinders, 1 Balloon Filler - April 2022	177.48
633	7200	Other Supplies	1571 Welding Industrial Supply	PC - 35914	15 Cylinders, 1 Balloon Filler - May 2022	180.97
634	7200	Other Supplies	7258 Copquest Inc	PC - 35935	60 Fire Department Velcro Patches for Vests	409.80
635	7200	Other Supplies	4348 Amazon.Com	PC - 35940	Cell Phone Case - Battalion 61	28.41
636	7200	Other Supplies	4348 Amazon.Com	PC - 35941	4 Fuel Cans - 1 Station 61, 1 Station 62, 2 Station 63	444.40
637	7200	Other Supplies	4444 Misc Vendor for Procurement Card	PC - 35943	100 Bales of Straw	805.00
638	7200	Other Supplies	8244 Des Plaines Ace Hardware	PC - 35945	Hose Extension Kit, Torch Head Trigger	81.98
639	7200	Other Supplies	4348 Amazon.Com	PC - 35946	Pro Hitch Pins, 6 Trailer Hitch Pin and Clip	37.18
640	7200	Other Supplies	1076 Sam's Club Direct	PC - 35947	84 Cases of Water - Station Wide	393.12
641	7200	Other Supplies	8244 Des Plaines Ace Hardware	PC - 35948	Roller Paint Kit, Flat Black Rust Stop	41.38
642	7200	Other Supplies	8244 Des Plaines Ace Hardware	PC - 35950	Weed Killer - Station 63	17.59
643	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 35905	5 Retractable Microphone Holders	95.49
644	7320	Equipment < \$5,000	1747 Murphy's Contractors Equip Inc	PC - 35912	2 K1250 Springs For Saws	67.40
645	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 35949	Battery Charger for UT62 - Station 63	78.94
646	7320	Equipment < \$5,000	4444 Misc Vendor for Procurement Card	PC - 35951	Replacement Flashlight Battery - Engine 61	82.11
647	7550	Miscellaneous Expenses	6867 Marianos	PC - 35907	Cake for Swearing-In Ceremony - 07/08/22	65.00
648	7550	Miscellaneous Expenses	1228 Pesche's Inc	PC - 35908	Flowers for Swearing-In Ceremony- 07/08/22-1 Batt. Chief, 1 Lt.	100.00
649	7550	Miscellaneous Expenses	5288 Dunkin Donuts, Inc	PC - 35909	2 Boxes Coffee for Swearing-In Ceremony - 07/08/22	41.98
650	7550	Miscellaneous Expenses	2337 Shop & Save Market	PC - 35911	Napkins, Plates, Forks for Swearing-In Ceremony-7/8/22	34.64
Total 710 - Emergency Services						3,622.52

Division: 720 - Fire Prevention						
651	5310	Membership Dues	1253 National Fire Protection Assn	PC - 35920	NFPA Membership Dues - 08/19/22-08/19/23-Div Chief FPB	175.00
652	7310	Publications	1253 National Fire Protection Assn	PC - 35919	NFPA Code Subscription 08/19/22-08/19/23	1,345.50
Total 720 - Fire Prevention						1,520.50

<b>Total 70 - Fire Department</b>					<b>6,978.05</b>
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<b>Total 100 - General Fund</b>					<b>31,889.60</b>
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# City of Des Plaines

## Warrant Register 09/06/2022

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 260 - Asset Seizure Fund</b>					
<b>Program: 2620 - DEA</b>					
653	5325	Training	1470 IL Tactical Officers Assoc	PC - 35900 Shoot House Instructor Certification Course 9/12-9/16/22-1 Ofcr	975.00
<b>Total 2620 - DEA</b>					<b>975.00</b>

<b>Program: 2640 - Forfeit</b>					
654	5325	Training	8252 American Working Dogs Inc	PC - 35902 K-9 Re-Cert (Patrol/Narcotics) 8/21-8/26/22 (Jager and Handler)	450.00
655	6115	Licensing/Titles	1744 IL Secretary of State	PC - 35952 Squad 4 Vehicle Registration for 2022 Lic# L515849	154.40
656	7200	Other Supplies	7186 Bentley's Pet Stuff-SC	PC - 35916 Dog Wash, Grooming Comb, Tick Spray, and Shampoo for K9 Jager	45.78
657	7200	Other Supplies	7186 Bentley's Pet Stuff-SC	PC - 35917 Food for K9 Jager 7/23/2022	89.99
<b>Total 2640 - Forfeit</b>					<b>740.17</b>

<b>Total 260 - Asset Seizure Fund</b>					<b>1,715.17</b>
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<b>Fund: 400 - Capital Projects Fund</b>					
658	5320	Conferences	5678 Autodesk, Inc	PC - 35863 Autodesk University 2022 Executive Pass PO 2022-402	2,500.00
<b>Total 400 - Capital Projects Fund</b>					<b>2,500.00</b>

<b>Fund: 420 - IT Replacement Fund</b>					
659	8000	Computer Software	4444 Misc Vendor for Procurement Card	PC - 35955 Adobe Indesign Software for CED	431.88
660	8005	Computer Hardware	8415 Ubiquiti Inc	PC - 35964 Ubiquiti GigaBeam Plus and Surge Protector	849.92
<b>Total 420 - IT Replacement Fund</b>					<b>1,281.80</b>

<b>Fund: 500 - Water/Sewer Fund</b>					
<b>Non Departmental</b>					
<b>Division: 550 - Water Systems</b>					
661	5325	Training	1753 American Public Works Assocn - APWA	PC - 35886 APWA Demo and Product Fair - 08/03/2022 - Superintendent	15.00
662	7000	Office Supplies	4348 Amazon.Com	PC - 35924 10 Memory Sticks	26.67
663	7020	Supplies - Safety	4348 Amazon.Com	PC - 35923 20 Hard Hats	383.52
664	7070	Supplies - Water System Maintenance	4348 Amazon.Com	PC - 35922 30 Brita Water Filter Pitchers	1,359.20
665	7070	Supplies - Water System Maintenance	4348 Amazon.Com	PC - 35991 2 Spools of CAT6 Cable for Camera Install @ Central Pump Sta	573.00
666	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 35926 Fan for SCADA Cabinet, Fan Grill and Reflective Strips	104.26
<b>Total 550 - Water Systems</b>					<b>2,461.65</b>

# City of Des Plaines

## Warrant Register 09/06/2022

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Division: 560 - Sewer Systems						
667	7075	Supplies - Sewer System Maintenance	4348 Amazon.Com	PC - 35925	Cables for Lift Station Switches	16.99
Total 560 - Sewer Systems						16.99

<b>Total 00 - Non Departmental</b>	<b>2,478.64</b>
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Department: 30 - Finance						
668	7000	Office Supplies	4348 Amazon.Com	PC - 35977	1 Pack of AA Batteries, 1 Pack of Post-It Notes	40.23
669	7000	Office Supplies	4348 Amazon.Com	PC - 35979	2 Packs of Pens	42.45
670	7000	Office Supplies	4348 Amazon.Com	PC - 35981	9 Packs of Gel Pens	19.98
Total 30 - Finance						102.66

<b>Total 500 - Water/Sewer Fund</b>	<b>2,581.30</b>
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Fund: 600 - Risk Management Fund						
671	5325	Training	3248 Society For Human Resource Management	PC - 35894	FMLA Online Training for Mgmt Analyst	285.00
Total 600 - Risk Management Fund						285.00

Fund: 700 - Escrow Fund						
672	2221	Taste of Des Plaines	6109 Facebook Inc	PC - 35866	Boosted Ads for July 4 Parade and Taste of DP 06/14-06/30/2022	10.00
673	2226	Special Events - July 4th	1076 Sam's Club Direct	PC - 35849	Supplies for Fireworks 7/1/22	55.16
674	2226	Special Events - July 4th	5888 Jimmy Johns	PC - 35850	Crew Meal Fireworks 7/1/22	83.98
675	2226	Special Events - July 4th	2337 Shop & Save Market	PC - 35853	Ice for Parade 7/4/22	19.96
676	2226	Special Events - July 4th	2337 Shop & Save Market	PC - 35862	Ice for 4th of July Fireworks Event	4.99
677	2226	Special Events - July 4th	4444 Misc Vendor for Procurement Card	PC - 35864	Audio Services for July 4 Parade	800.00
678	2226	Special Events - July 4th	6109 Facebook Inc	PC - 35865	Boosted Ads for July 4 Parade and Taste of DP 06/14-06/30/2022	5.00
679	2226	Special Events - July 4th	6109 Facebook Inc	PC - 35867	Boosted Advertisement for July 4 Parade 06/30-07/01/2022	2.56
680	2226	Special Events - July 4th	2337 Shop & Save Market	PC - 35868	Ice for Food and Water for July Fourth Event 07/01/2022	9.98
681	2226	Special Events - July 4th	7521 United Rentals (North America) Inc	PC - 35869	UTV Rental for July 1 Fireworks-Cr Applied Due to Faulty UTV	453.36
682	2226	Special Events - July 4th	4444 Misc Vendor for Procurement Card	PC - 35870	Thank You Gift for July 4 Parade Coordinator 07/11/2022	79.74
683	2226	Special Events - July 4th	8676 All Dressed Up Costumes	PC - 35871	Costumes for July 4, 2022 Parade	85.00
Total 700 - Escrow Fund						1,609.73

<b>Grand Total</b>	<b>41,862.60</b>
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# City of Des Plaines

## Warrant Register 09/06/2022

### Summary

	<u>Amount</u>	<u>Transfer Date</u>
Automated Accounts Payable	\$ 2,833,789.49 **	9/6/2022
Manual Checks	\$ 34,575.01 **	8/19/2022
Payroll	\$ 1,330,251.92	8/12/2022
Payroll	\$ 1,391,189.56	8/26/2022
RHS Payout	\$ -	
Electronic Transfer Activity:		
JPMorgan Chase Credit Card	\$ 41,862.60 **	8/23/2022
Chicago Water Bill ACH	\$ 179,981.11	8/31/2022
Postage Meter Direct Debits	\$ 3,000.00	7/28/2022
Postage - Pitney Bowes Annual		
Utility Billing Refunds		
Debt Interest Payment		
IMRF Payments	\$ 178,879.90	8/9/2022
Employee Medical Trust	\$ 714,001.12	8/1/2022
<b>Total Cash Disbursements:</b>	<b><u>\$ 6,707,530.71</u></b>	

\* Multiple transfers processed on and/or before date shown

\*\* See attached report

Adopted by the City Council of Des Plaines

This Sixth Day of September 2022

Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

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Jessica M. Mastalski, City Clerk

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Andrew Goczkowski, Mayor

## FINANCE DEPARTMENT

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



## MEMORANDUM

Date: August 24, 2022

To: Michael G. Bartholomew, City Manager

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

Subject: Amendments to Chapter VI – “Investments” of the City of Des Plaines Financial Policy and Procedure Manual

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

**Issue:** For the City Council to approve a Resolution accepting the amendments to Chapter VI – “Investments” of the City of Des Plaines Financial Policy and Procedure Manual.

**Analysis:** The current Investment Policy was last updated on January 20, 2015 and as such some of the language is currently out of date. Attached to this document is the proposed Investment Policy for the City of Des Plaines, which includes suggested revisions and changes that comply directly with the State Statutes.

The City of Des Plaines Municipal Code (3-4-2 A) authorizes the Director of Finance to invest funds of the City of Des Plaines in certain authorized classes of securities. The Director of Finance and all persons involved in the investment of public funds of the City have to comply with the guidelines outlined in the Investments Policy provisions related to the deposit and investment of public funds. This Policy has been updated in accordance with the Government Finance Officers Association and the State Statutes “Illinois Public Funds Investment Act” (30 ILCS 235 / 2.5) guidelines and requirements.

Updating the City’s Investment Policy is a good financial practice, but it also provides protection for elected officials and staff by spelling out goals and responsibilities. These changes will make it easier for staff to administer the investments for the City, provide clear understanding to the investment advisors and financial institutions, and ensure transparency for the City Council and residents of the City, as well as include recent updates that have been made in the State Statutes.

The main objective of revising the Investment Policy was to clarify the existing language, update recent State Statute language changes and add a new broker/dealer. According with the Illinois Public Funds Investment Act (30 ILCS 235 / 2.5) the investment policy shall include or address the twelve objectives summarized in **Table 1**.

**Table 1** identifies the list of requirements of the Illinois Public Funds Investment Act (30 ILCS 235 / 2.5) and how they were addressed by the revised Investment Policy. Each objective of Sec. 2.5 of the Public Funds Investment Act is referenced with the applicable Section and Article of the revised Investment Policy.

**Table 1 – Investment Policy Objectives**

	<b>Objectives</b>	<b>Section</b>	<b>Article</b>
(1)	A listing of all Authorized Investments	6.4	F
(2)	A “Prudent Person Rule”	6.4	C.1
(3)	A Statement of Purpose for the Funds	6.1	
(4)	Diversification Guidelines	6.4	H
(5)	Collateral Guidelines and Safekeeping	6.4	G, E
(6)	A system of Internal Controls	6.4	K
(7)	Identification of the Chief Investment Officer	6.3	A,B
(8)	Performance Measures	6.4	L
(9)	A system to review the General Objectives	6.4	B
(10)	Reporting Requirements	6.4	M
(11)	Authorized Financial Institutions and Advisors	6.4	D
(12)	A statement on Ethics and Conflict of Interest	6.4	C.2, C.3

In order to achieve the above mentioned objectives and to ensure compliance with State Statutes, the following provides a summary of the changes recommended to the current investment policy:

- **Authorized Investments:**
  - A. Added the reference “but not limited to” as there are investments allowed under the act not listed in this policy.
  - B. Changed the language referencing commercial paper and commercial bonds to reflect the new statute.
  - C. Removed Illinois Metropolitan Investment Fund (IMET) as it is already included under the Listing of Authorized Financial Institutions.
- **Diversification:**
  - A. Clarifying the portfolio diversification limitations per financial institution.
  - B. Increased the percentages of commercial paper holdings from 10% to 33%.
- **Attachment 2:**
  - A. Added Fifth Third Securities Inc. to the List of Broker/Dealers.

**Recommendation:** I recommend that the City Council adopt the revised Chapter VI – “Investments” of the City of Des Plaines Financial Policy and Procedure Manual as set forth in the attached Resolution.

**Attachments:**

**Attachment 1** – Resolution R-152-22

**Exhibit A** – Chapter VI – “Investments”, the City of Des Plaines Financial Policy and Procedure Manual

**CITY OF DES PLAINES**

**RESOLUTION R - 152 - 22**

**A RESOLUTION ADOPTING AMENDMENTS TO THE  
INVESTMENT POLICY FOR THE CITY OF DES PLAINES**

**WHEREAS**, on July 19, 1999 the City Council adopted Resolution R-43-99, approving an investment policy governing the investment of public funds by the City ("***Investment Policy***"), which Investment Policy is also known as Chapter VI of the City Financial Policy and Procedures Manual; and

**WHEREAS**, on June 6, 2005, the City Council adopted Resolution R-85-05, approving an amendment to the Investment Policy regarding the engagement of investment managers by the City; and

**WHEREAS**, on January 20, 2015, the City Council adopted Resolution R-15-15, approving an amendment to the Investment Policy based on changes included in the State Statutes regarding investments; and

**WHEREAS**, the City desires to further amend the Investment Policy to update and clarify certain provisions relating to, among other things, the Investment Policy's scope, authorized investments, and investment parameters ("***Amended Investment Policy***"); and

**WHEREAS**, the City Council has determined that is in the best interest of the City to approve and adopt the Amended Investment Policy as set forth in this Resolution;

**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 AMENDED INVESTMENT POLICY.** The City Council hereby approves the Amended Investment Policy attached to this Resolution as **Exhibit A**.

**SECTION 3: ADOPTION OF AMENDED INVESTMENT POLICY.** The City Council hereby adopts the Amended Investment Policy attached to this Resolution as Exhibit A. To the extent that the provisions of any prior versions of the Investment Policy are inconsistent with the provisions of the Amended Investment Policy, the prior versions of the Investment Policy are hereby repealed and are of no further force and effect.

**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**

DP-Resolution Adopting Amendments to the Investment Policy (2022)





# **Financial Policy and Procedure Manual**

## **Chapter VI: Investments**

City of Des Plaines  
Revised: September 6, 2022

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**6.1. Purpose**

The purpose of the Investment Policy of the City of Des Plaines (herein referred to as “the City”) is to define the parameters within which funds are to be managed. In methods, procedures and practices, the policy formalizes the framework for the City’s investment activities that must be exercised to ensure effective and judicious fiscal and investment management of the City’s funds.

**6.2. Policy**

It is the Policy of the City to invest public funds in a manner which will provide a competitive investment return with the maximum security while meeting the daily cash flow demands of the City and conforming to all statutes governing the investment of public funds.

**6.3. Responsibility****A. Governing Body**

The City Council will retain ultimate fiduciary responsibility for the City’s investment portfolio. The City Council will receive an investment report at least quarterly, designate the investment officer and approve the investment policy changes necessary by adoption.

**B. Investment Office**

Management and administrative responsibility for the investment program is hereby delegated to the Director of Finance, who under the direction of the City Manager shall establish written procedures and internal controls for the operation of the investment program consistent with this investment policy. The Director of Finance may from time to time amend the written procedures in a manner not inconsistent with this policy or with State Statutes. The investment program shall be operated in conformance with federal, state, and other legal requirements including the Public Funds Investment Act (30 ILCS 235), which requires the adoption of a written investment policy by the City, and any changes that may be made to that Act from time-to-time.

**6.4. Rules and Procedures****A. Scope**

This investment policy applies to all financial assets of the City, with the following exceptions:

1. The Des Plaines Police Pension Fund is governed by the Des Plaines Police Pension Board of Trustees and has a separate investment policy.
2. The Des Plaines Firefighters’ Pension Fund is governed by the Des Plaines Firefighters’ Pension Board of Trustees and has a separate investment policy.

3. The Des Plaines Public Library is subject to the direction of its own Board of Trustees and has a separate investment policy.
4. Funds set aside to decrease the City's debt in conjunction with a refunding agreement will be invested in accordance with appropriate bond documents and not necessarily in compliance with this policy.
5. Should bond covenants be more restrictive than this policy, funds will be invested in full compliance with those restrictions.

The following funds are accounted for in the City's Comprehensive Annual Financial Report and are covered under this policy:

- General Fund
- Special Revenue Funds
- Capital Project Funds
- Enterprise Funds
- Internal Service Funds
- Trust and Agency Funds (Except Police and Firefighters' Pensions)
- Any new fund created, unless specifically exempted above

The City will consolidate cash and reserve funds from all funds covered under this policy to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with Generally Accepted Accounting Principles (GAAP).

## **B. General Objectives**

The primary objectives, in priority order, of the City's investment activities shall be safety, liquidity and return on investments:

1. **Safety:** Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.
  - a. **Credit Risk:** Credit risk is the risk that an issuer of a debt security will not pay its par value upon maturity. The goal will be to minimize credit risk by:
    - Limiting investment to the types of securities identified in Article 6.4, Section F of this policy; and
    - Diversifying the portfolio in accordance with Article 6.4, Section H of this policy, so that potential losses on individual securities will be minimized.

Diversification reduces the risk that potential losses on individual securities might exceed the income generated from the remainder of the portfolio.

- b. **Interest Rate Risk:** Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The goal will be to minimize interest rate risk by:
  - Structuring the portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity; and
  - Investing operating funds primarily in shorter-term securities, money markets, or similar investment pools.
2. **Liquidity:** The City's investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.
3. **Return of Investments:** The City's investment portfolio shall be designed with the objective of attaining a market-average rate of return in accordance with Article 6.4, Section K of this policy, taking into account the budgetary and economic cycles of the City's investment risk constraints and cash flow needs.

### C. Standards of Care

1. **Prudence:** Investments shall be made with judgment and care, under circumstances then prevailing, with persons of prudence discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of the City's capital as well as the probable income to be derived. The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.
2. **Ethics and Conflicts of Interest:** Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose any material financial interests in financial institutions that conduct business with the City, and they shall further disclose any large personal financial/investment positions that could be related to the City's investment portfolio. Employees and officers involved in the City's investment program shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City.
3. **Maintaining the Public Trust:** All participants in the investment process shall seek to act responsibly as custodians of the public trust. No officer or designee may engage in an

investment transaction except as provided under the terms of this policy and supporting procedures.

#### **D. Authorized Financial Institutions**

Financial institutions may include depositories, investment advisors, broker/dealers, and local government investment pools as authorized in this policy. Financial institutions who desire to become qualified for transactions must provide certification (**Attachment 1**) of having read and understood this policy, agree to comply with this policy, and ensure all investments proposed for purchase will conform to this policy and applicable State statutes. Selection of financial institutions authorized to engage in transactions with the City shall be at the sole discretion of the City. Financial institutions will be selected based on financial condition, proper registration, level of service, experience with Illinois municipalities, and competitive pricing.

All *depositories* shall be insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA) and may consist of banks, savings and loan associations, and credit unions. All financial institutions who desire to become designated depositories must supply the following (as appropriate):

- Audited financial statements
- Proof of state registration
- Evidence of adequate insurance coverage

All *investment advisors* shall be registered under the Investment Advisors Act of 1940. All financial institutions who desire to become designated investment advisors must supply the following (as appropriate):

- Audited financial statements
- Securities and Exchange Commission (SEC) Form ADV – Part 1 and 2
- Proof of state or SEC registration as appropriate
- Evidence of adequate insurance coverage

All *broker/dealers* authorized to engage in transactions with the City shall be insured by the Securities Investor Protection Corporation (SIPC). All financial institutions who desire to become designated broker/dealers must supply the following (as appropriate):

- Audited financial statements
- Proof of Financial Industry Regulatory Authority (FINRA) certification
- Proof of state registration
- Evidence of adequate insurance coverage

A periodic review of the financial condition and registration of all qualified financial institutions and broker/dealers may be conducted by the investment officer.

Any financial institution selected by the City may be requested to provide cash management services, including but not limited to: checking accounts, wire transfers, purchase and sale of investment securities, and safekeeping services.

All fees for banking and investment services shall be mutually agreed to by an authorized representative of the financial institution and the Director of Finance of the City.

#### **E. Safekeeping and Custody**

All security transactions, including collateral for repurchase agreements, entered into by the City shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by a third-party custodian designated by the Director of Finance and evidenced by safekeeping receipts.

Third-party safekeeping shall be required for all collateral, which may be held at the following locations:

- A Federal Reserve Bank or its branch office; or
- By an independent third party with whom the City has a current custodial agreement, unless physical securities are involved.

Safekeeping shall be documented by written agreement which may take the form of a safekeeping agreement, trust agreement, escrow agreement, or custody agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the City. Substitution or exchange of securities held in safekeeping shall not be done without prior written notice of the City at least 10 days prior to any proposed substitutions and provided that the market value of the replacement securities is equal or greater than the market value of the securities being replaced. The City must pre-approve all substitution and exchanges of securities.

#### **F. Authorized Investments**

The City may invest in any type of security allowed for in Illinois statutes (30 ILCS 235/2) regarding the investment of public funds. Approved investments include but are not limited to:

1. Bonds, notes, certificates of indebtedness, treasury bills or other securities now or hereafter issued, which are guaranteed by the full faith and credit of the United States of America as to principal and interest;
2. Bonds, notes, debentures, or other similar obligations of the United States of America, its agencies, and its instrumentalities;
3. Interest-bearing savings accounts, interest-bearing certificates of deposit or interest-bearing time deposits or any other investments constituting direct obligations of any bank as defined by the Illinois Banking Act; provided, however, that such investments may be made only in banks which are insured by the Federal Deposit Insurance Corporation (FDIC);



~~Short-term obligations of corporations (commercial paper) organized in the United States with assets exceeding \$500,000,000 and rated at the time of purchase at one of the 3 highest classifications established by at least 2 standard rating services and which mature not later than 270 days from the date of purchase;~~

4. Short-term obligations of corporations (commercial paper) organized in the United States with assets exceeding \$500,000,000 if (i) such obligations are rated at the time of purchase at one of the 3 highest classifications established by at least 2 standard rating services and which do mature not later than 270 days from the date of purchase, (ii) such purchases do not exceed 10% of the corporation's outstanding obligations, and (iii) no more than one-third of the city's funds may be invested in short-term obligations of corporations under this paragraph.

4. In obligations of corporations (commercial bonds) organized in the United States with assets exceeding \$500,000,000 if (i) such obligations are rated at the time of purchase at one of the 3 highest classifications established by at least 2 standard rating services and which mature more than 270 days but less than three years from the date of purchase, (ii) such purchases do not exceed 10% of the corporation's outstanding obligations, and (iii) no more than one-third of the city's funds may be invested in short-term obligations of corporations under this paragraph.

5. Money market mutual funds registered under the Investment Company Act of 1940, provided that the portfolio of any such money market mutual fund is limited to (1) bonds, notes, certificates of indebtedness, treasury bills or other securities now or hereafter issued, which are guaranteed by the full faith and credit of the United States of America as to principal and interest, (2) bonds, notes, debentures, or other similar obligations of the United States of America, or its agencies, and its instrumentalities, or (3) agreements to repurchase such obligations;
6. Interest-bearing bonds of any county, township, city, village, incorporated town, municipal corporation, or school district, of the State of Illinois, of any other state, or of any political subdivision or agency of the State of Illinois or of any other state. The bonds shall be registered in the name of the municipality or held under a custodial agreement at a bank. The bonds shall be rated at the time of purchase within the 4 highest general classifications established by a rating service of nationally recognized expertise in rating bonds of states and their political subdivisions;
7. Short-term discount obligations of the Federal National Mortgage Association;
8. Shares or other forms of securities legally issuable by State or Federal savings banks or savings and loan associations which are insured by the FDIC;
9. Dividend-bearing share accounts, share certificate accounts or class of share accounts of a credit union chartered under the laws of the State of Illinois or the laws of the United States; provided, however, the principal office of any such credit union must be located within the State of Illinois whose accounts of which are insured by applicable law;

10. A Public Treasurers' Investment Pool created under Section 17 of the State Treasurer Act (Illinois Funds);

~~11. Illinois Metropolitan Investment Fund (IMET);~~

~~12.~~ 11. Any other investment permitted by Illinois statute.

### **G. Sustainability**

Material, relevant and decision-useful sustainability factors have been or are regularly considered by the City, within the bounds of financial and fiduciary prudence, in evaluating investment decisions. As provided under the Illinois Sustainable Investing Act (30 ILCS 238), such factors include, without limitation:

1. Corporate governance and leadership factors;
2. Environmental factors;
3. Social Capital factors;
4. Human capital factors; and
5. Business model and innovation factors.

The City will periodically consult with its investment provider(s) about the role of Environmental, Social, and Governance (ESG) analysis in its investment process and implications for the City's investment portfolio.

### **H. Collateralization**

It is the policy of the City to require that funds on deposit in excess of Federal Deposit Insurance Corporation (FDIC), National Credit Union Administration (NCUA), and Securities Investor Protection Corporation (SIPC) insurable limits in a single financial institution and investment not guaranteed by the United States of America or one of its agencies be secured by some form of collateral in order to manage custodial credit risk.

To fulfill this requirement, every pledge of collateral must be documented by an approved written security and pledge agreement, executed by the financial institution contemporaneously with the acquisition of the pledged collateral by the financial institution.

To the extent that there are funds in excess of FDIC, NCUA, and/or SIPC insurance protection, eligible collateral instruments are as follows:

- Bonds, notes, or other securities constituting direct and general obligations of the United States;

- Bonds, notes, or other securities constituting the direct and general obligation of any agency or instrumentality of the United States, the interest and principal of which is unconditionally guaranteed by the United States;
- Bonds, notes, or other securities or evidence of indebtedness constituting the obligation of a U.S. agency or instrumentality;
- Direct and general obligation bonds of any city, town, county, school district, or other taxing body of any state, the debt service of which is payable from general ad valorem taxes; provided, however, the bonds be rated at the time of purchase with a rating of “A” or better;
- Letters of Credit through Federal Home Loan Banks

The amount of collateral provided will not be less than 105% of the market value of the net amount of public funds secured. The ratio of fair market value of collateral to the amount of funds secured shall be reviewed monthly and additional collateral will be requested when the ratio declines below the level required.

#### **I. Diversification**

The City’s investments should be sufficiently diversified mitigating credit risk and maintaining liquidity which will ensure the preservation of principal by the following:

- a. Limiting investments to avoid over-concentration in securities from a specific issuer or business sector (excluding U.S. Treasury and Agency securities):
  - No financial institution shall hold more than 75% of the City’s total investment portfolio including all monies of the City, exclusive of U.S. Treasury securities in safekeeping.
  - No more than 50% of the City’s portfolio may be invested in U.S. Government Agencies, and no more than 25% may be invested in the obligations of a single agency.
  - Commercial paper shall not exceed ~~10%~~ 33% (See F-4) of the City’s investment portfolio
- b. Investing in securities with varying maturities, and
- c. Continuously investing a portion of the portfolio in readily available funds such as local government investment pools (LGIP’s) such as Illinois Funds, ~~IMET~~, money market funds or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.
- d. Due to fluctuations in the aggregate surplus funds balance, maximum percentages for a particular issuer or investment type may be exceeded at a point in time subsequent to the purchase of a particular issuer or investment type. Securities need not be liquidated to realign the portfolio; however, consideration should be given to this

matter within 30 days to adjust the current portfolio balances and when any future purchases are made to ensure that appropriate diversification is maintained.

**J. Maximum Maturities**

To the extent possible, the City shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific anticipated expenditure, the City will not directly invest in securities maturing more than three (3) years from the date of purchase.

However, reserve funds may be invested in securities exceeding three (3) years if the maturity of such investments are made to coincide as nearly as practicable with the expected use of the funds. In addition, reserve funds may be invested in securities authorized by this investment policy Article 6.4, Section F maturing not more than five (5) years from the date of purchase.

**K. Internal Controls**

The Director of Finance is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft or misuse.

The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits require estimates and judgments by management.

Accordingly, the Director of Finance shall establish a process for an annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following points:

- a. Control of collusion
- b. Separation of transaction authority from accounting and recordkeeping
- c. Custodial safekeeping
- d. Avoidance of physical delivery securities
- e. Clear delegation of authority to subordinate staff members
- f. Written confirmation of transactions for investments and wire transfers
- g. Dual authorizations of wire transfers

As part of the annual audit, the external auditor shall communicate in writing any significant deficiencies or material weaknesses detected in the City's investment internal control structure in addition to any noted material noncompliance with this policy.

**L. Performance Standards**

The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a market average rate of return during budgetary and

economic cycles, taking into account the City's investment risk constraints and cash flow needs. The City's investment strategy is passive, which means securities are intended to be held to maturity. Given this strategy, the investment portfolio of the City shall be designed with the general objective of regularly exceeding the average return of the 90-day U.S. Treasury Bill. The investment program shall seek to augment returns above this threshold, consistent with risk limitations identified herein and prudent investment principles.

### **M. Investment Report**

The Director of Finance shall prepare an investment report at least quarterly, including a succinct management summary that provides an analysis of the status of the current investment portfolio. This management summary will include the following:

- **Monthly:** The Director of Finance shall submit a cash and investment summary by financial institution which compares the current year-to-date balances in comparison with the prior year balances.
- **Quarterly:** The Director of Finance shall submit a cash and investment report to the Council which lists the individual components of the Portfolio by maturity date, valuation by fund, and rate of return to determine its general performance and effectiveness in meeting the objectives.
- **Annually:** The Comprehensive Annual Financial Report of the City shall include all investment information and disclosures required by GAAP.

### **N. Amendment of Policy**

The Director of Finance shall review this Policy from time to time and shall submit any modifications thereto to the City Council for approval.

In the event that any state or federal legislation or regulation should further restrict instruments, institutions or procedures authorized by this policy, such restrictions shall be deemed to be immediately incorporated in this policy. If new legislation or regulation should liberalize the permitted instruments, institutions or procedures, such changes shall be available and included in this policy only after written notification to the City Council and their subsequent approval of said changes.

## **6.5. Legislation and Documentation**

The City's investment program shall comply at all times with the Illinois Public Funds Investment Act (30 ILCS 235/1 *et seq.*) and other state laws governing the investment of public funds, as amended from time to time. In the event of any conflict between this policy and the Illinois Public Funds Investment Act and other state laws, the provisions of the Illinois Public Funds Investment Act and other state laws shall control.

The Director of Finance will maintain a list and is hereby authorized to deposit City's monies, in accordance with 65 ILCS 5/3.1-35-50, in financial institutions as attached hereto (**Attachment 2**). The Director of Finance shall review this list from time to time and shall submit any modifications



thereto to the Council for approval. The Director of Finance shall be discharged from responsibility for all funds or money the Director of Finance deposits in a designated financial institution while the funds and money are so deposited.

**CERTIFICATE OF COMPLIANCE**

THE UNDERSIGNED, BEING FIRST DULY SWORN ON OATH, DEPOSES AND STATES AS FOLLOWS:

1. That the undersigned has authority to make this certification on behalf of the bidder.

\_\_\_\_\_  
Name of Company

2. That the undersigned has read and understands the contents of the City's investment policy which are contained herein; and agrees to comply with this policy, and ensure all investments proposed for purchase will conform to this policy and applicable Illinois State statutes.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

Instructions: This is to be completely filled out and executed by the chief officer or the individual authorized to submit the certification.



**Attachment 2****Listing of Authorized Financial Institutions****List of Depositories**

Amalgamated Bank

Huntington National Bank

JPMorgan Chase Bank

Northwest Municipal Federal Credit Union

PMA Financial Network, Inc. (and any bank participating in their program)

**List of Investment Advisors**

Capital Gains Investments

**List of Broker/Dealers**

PMA Securities, Inc.

[Fifth Third Securities Inc.](#)

**List of Local Government Investment Pools**

Illinois Funds

Illinois Metropolitan Investment Fund (IMET)



COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: August 25, 2022

To: Michael G. Bartholomew, City Manager

From: John T. Carlisle, AICP, Director of Community & Economic Development *JTC*  
Jonathan Stytz, AICP, Senior Planner *JS*

Subject: **Zoning Text Amendment Regarding Outdoor Display and Storage:** Establish Allowance for Outdoor Display and Storage for Trade Contractor Uses in the C-3 General Commercial District

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**Issue:** The petitioner requests a text amendment to Section 12-7-3.F.5 to allow the outdoor display and storage of products for trade contractor uses in the C-3 district where such outdoor storage and display is not allowed.

Assuming approval, the petitioner is also requesting an amended conditional use permit to allow outdoor display and storage of products for a trade contractor use in the C-3 district at 1628 Rand Road. *This is a separate agenda item packet for the Tuesday, September 6, City Council meeting.*

**PIN:** 09-16-104-022-0000

**Petitioners:** Granite Place & Quartz, LLC and Cabinet Land Kitchen & Bath Corporation, 2020 Berry Lane, Des Plaines, IL 60018

**Owner:** Art Investment, LLC, 2020 Berry Lane, Des Plaines, IL 60018

**Case Number:** #22-024-TA-CU-V

**TEXT AMENDMENT**

**Project Description:** The first portion of the petitioner's proposal consists of amending Section 12-7-3.F.5 of the Zoning Ordinance under Standards for Site Plan Review to allow for the storage and display of products on C-3-zoned property. The petitioner has worked with staff to construct these text amendments to make outdoor storage and display areas an impactful improvement to trade contractor properties on C-3-zoned properties throughout the City while also ensuring such storage could be designed appropriately to meet the overarching principals of the Zoning Ordinance.

First, the proposed text amendment limits the allowance of outdoor display and storage to trade contractor uses with an active business license and a conditional use permit. Since trade contractor uses are permitted in the C-3 district only through a conditional use permit, the conditional use process allows the Planning & Zoning Board (PZB) and City Council to review the proposed scale, location, and other components of proposed outdoor display and storage.

In addition, outdoor display and storage on properties with a trade contractor use would be governed by certain general conditions and restrictions beyond the conditions in a conditional use ordinance—for example, location (not in required yards), height (maximum 8 feet), and screening—to ensure that they do not create adverse effects on the subject property or surrounding properties. Outdoor storage and display would be required to occur on dust-free hard surfaces and would not be permitted within required yards to prevent outdoor display and storage from being directly at property lines of neighboring properties. Moreover, outdoor display and storage would be limited to eight feet in height and required to be fully screened by an eight-foot-tall, opaque fence, which is especially useful when the subject property abuts a residential district. As Section 12-7-3.F.5 already requires properties in the C-3 zoning district to install eight-foot-tall fencing on property lines abutting residential districts, this regulation would be consistent with the intent of the Zoning Ordinance. Finally, the type of outdoor display materials would be regulated to allow only prefabricated or finished products to be displayed, prohibiting raw or landscape materials, or any other materials utilized for the manufacturing, processing, or assembly of products, from being located outside. The intent is to distinguish “outdoor display and storage of products” from “open storage,” which is currently only possible in the M-2 General Manufacturing District (see Section 12-7-4).

**PZB Recommendation and Conditions:** The PZB met on July 26, 2022 to consider the text amendment to allow the outdoor display and storage of products for trade contractor uses in the C-3 General Commercial district pursuant to a conditional use permit. PZB discussion and rationale is captured in the excerpt to the draft minutes of the July 26, 2022 meeting. The PZB *recommended* (4-0) that the City Council *approve* the proposed text amendment with the changes discussed during the meeting, as noted in the attached Acting Chairman Saletnik memo.

**City Council Action:** Pursuant to Section 12-3-7.D.4 of the Zoning Ordinance, the City Council may vote to approve, approve with modifications, or deny the request. The Council has final authority over the text amendment, which would be approved by Ordinance Z-25-22.

**Attachments:**

Attachment 1: Petitioner’s Responses to Standards for Amendments

Attachment 2: Acting Chairman Saletnik Memo to Mayor and City Council

Attachment 3: Excerpt of Approved Minutes from the July 26, 2022 Planning and Zoning Board Meeting

**Ordinance Z-25-22**

## STANDARDS FOR TEXT AMENDMENTS

The Planning and Zoning Board and City Council review the particular facts and circumstances of each proposed Text Amendment in terms of the following standards. Keep in mind that in responding to the questions below, you are demonstrating that the proposed text change is appropriate for the entire jurisdiction, not just a particular site. Please answer each question completely and thoroughly.

1. Is the proposed amendment consistent with the goals, objectives, and policies of the Comprehensive Plan? *Yes it is. The code currently does not specify fully*

*fenced back yard usage and storage*

2. Is the proposed amendment compatible with current conditions and the overall character of existing development? *Yes. the amendment will clarify back yard*

*usage + storage in C-3 areas and for conditional use properties*

3. Is the proposed amendment appropriate considering the adequacy of public facilities and services available to the subject property? *Yes. The amendment will eliminate*

*confusion regarding back yard storage/usage and unnecessary ticketing / waste of Village resources*

4. Will the proposed amendment have an adverse effect on the value of properties throughout Des Plaines?

*No. It will improve the value*

5. Does the proposed amendment reflect responsible standards for development and growth?

*Yes, by establishing firm regulation regarding back yard/storage use and eliminating waste of Village resources + time.*



July 27, 2022

Mayor Goczkowski and Des Plaines City Council  
CITY OF DES PLAINES

**Subject:** Planning and Zoning Board, 1628 Rand Road, Case 22-024-TA-CU-V, 1<sup>st</sup> Ward  
**RE:** Consideration of Requests for Text Amendment, Conditional Use Amendment, and Major Variations

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) held a public hearing on July 26, 2022 for requests associated with an existing trade contractor use located at 1628 Rand Road. Petitioners, Granite Place & Quartz, LLC and Cabinet Land Kitchen & Bath Corporation, are requesting the following: (i) a text amendment to Section 12-7-3.F.5 of the Zoning Ordinance to allow the outdoor display of finished products in the C-3 General Commercial district where such outdoor displays are not currently allowed; (ii) an amendment to the existing Conditional Use permit for a trade contractor use at 1628 Rand Road to allow the outdoor display of finished products on the subject property; (iii) a Major Variation from Section 12-11-6.B to allow a total wall sign area for a single building of 236 square feet, where the maximum is 125 square feet; (iv) a Major Variation from Section 12-11-6.B to allow an electronic message board (EMB) sign located approximately 189.5 feet away from a residence in the R-1 district, where a minimum 250 feet is required; and (v) a Major Variation from Section 12-11-6.B to allow an EMB sign to cover 100 percent of the total pole sign area, where a maximum 50 percent of a pole sign is permitted to be an EMB.

Written summaries of the petitioner's and staff's presentations; evidence presented and public comment offered; Board discussion and votes are included in the Board's meeting minutes from the July 26 PZB meeting. Ultimately, the Board considered the evidence presented and the statements in the case materials for each of the five requests individually. The first was in regard to the text amendment to allow outdoor displays of finished products. While the language and scope of the presented text amendment focused around finish product displays, the petitioners expressed interest in an allowance for storage of products as well. The conversation between staff, the petitioners, and the PZB led into a discussion of necessary revisions to the proposed text amendment to capture both requests of the petitioners. The end result yielded language changes and additions to the proposed text amendment to allow both outdoor storage and outdoor displays of products for trade contractor uses pursuant to a conditional use permit and certain conditions and restrictions. The PZB voted 4-0 to recommend approval of the text amendment as revised.

The PZB then considered the proposed amendment to the existing conditional use—which currently prohibits outdoor displays and storage of any kind on the subject property—along with the recommended conditions from staff. A discussion occurred over the proposed location of the outdoor display/storage area on the subject property as this was not identified on the Site Plan provided by the petitioners. The petitioners confirmed that all products displayed outside would be within a fenced in area out of view from surrounding properties. The PZB determined that if the products were displayed/stored in an enclosed space on the subject property, that the specific area did not need to be identified and that the recommended condition requiring this to be labeled on the Site Plan was unnecessary. Ultimately, the PZB retained one of the four recommended conditions from staff—requiring all proposed improvements to be in full compliance with all applicable code and ordinances—in their 4-0 vote to recommend approval of the Conditional Use Amendment.

The PZB considered the major variation requests regarding signs through a review of existing code regulations from staff and hearing testimony from the petitioners, starting with the request to allow 236-square feet of building sign area where a maximum of 125-square feet is allowed. The PZB considered how the installed wall sign could be altered to meet the requirements and the rationale for size of the two installed wall signs, especially the wrap around sign fronting Rand Road and Groove Avenue. Ultimately, the PZB voted 3-0 to recommend approval of the major variation request for building sign area.

The second variation is related to the required setback of the proposed electronic message board (EMB) sign on the existing pole sign located on the subject property. The PZB considered alternative placements of the pole sign—currently setback approximately 189.5-feet from the nearest residence—to meet the minimum 250-foot-setback requirement and heard testimony from a resident who had concerns about seeing the EMB sign from her rear yard. Based on the findings that the pole sign faces are directed east and west and the impacted properties are located north, the PZB determined that the proposed EMB sign would not negatively impact surrounding residences and voted 4-0 to recommend approval of the variation request for the EMB sign setback.

The third variation is related to the total area of the proposed EMB sign in proportion to the total pole sign area. Staff, PZB members, and the petitioner discussed in the differences between static sign and EMB sign in relation to their characteristics and potential effect on motorists, pedestrians, and residents. Some concerns were expressed regarding the potential adverse effects of a pole sign with 100-percent EMB and if the subject property was unique as compared to other commercial properties in Des Plaines to warrant such a request. Ultimately, the PZB voted 2-2 on a motion to recommend approval of the EMB sign area request. However, per the City Code (2-2-3.D: Necessary Vote), this outcome does not amount to an affirmative vote of a majority of the appointed members and is therefore a *recommendation to deny* the requested EMB sign area request. However, pursuant to the Zoning Ordinance (12-3-7.D.4: Action by City Council), the Council has the final authority on the request.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Paul Saletnik". The signature is fluid and cursive, with the first name "Paul" and last name "Saletnik" clearly distinguishable.

Paul Saletnik,  
Des Plaines Planning and Zoning Board, Acting Chairman

Cc: City Officials/Aldermen



## DES PLAINES PLANNING AND ZONING BOARD MEETING

July 26, 2022

### MINUTES

The Des Plaines Planning and Zoning Board held its regularly scheduled meeting on Tuesday, July 26, 2022, at 7:00 p.m. in Room 102 of the Des Plaines Civic Center.

Vice Chair Saletnik participated by telephone and read the following statement:

Pursuant to the emergency procedures of the Open Meetings Act, the Vice Chair declares that a “bona fide” emergency exists because of a recent COVID-19 diagnosis of one of the Public Body members necessary to establish a quorum. As a result, this meeting is being conducted in person and remotely. The meeting venue will accommodate remote participation such that all discussion and votes may be heard by both in-person and remote participants. All votes this evening will be taken by roll call. The City has made all reasonable efforts to publicize this declaration.

Vice Chair Saletnik called the meeting to order at 7:02 p.m. and roll call was established.

PRESENT: Weaver, Veremis, Hofherr, Saletnik (phone)

ABSENT: Szabo, Weaver, Fowler, Catalano

ALSO PRESENT: John Carlisle, AICP, Director of Community & Economic Development  
Jonathan Stytz, AICP, Senior Planner  
Laura Fast/Deputy Clerk, Recording Secretary

A quorum was present.

Vice Chair Saletnik requested a nomination to appoint a Chairman Pro-Tem for this evening’s meeting.

**A motion was made by Board Member Weaver, seconded by Board Member Hofherr to appoint Member Veremis as the Chairman Pro-Tem for this evening’s meeting.**

AYES: Weaver, Veremis, Saletnik, Hofherr

NAYES: None

ABSTAIN: None

### **APPROVAL OF MINUTES**

**A motion was made by Board Member Hofherr, seconded by Board Member Weaver to approve the meeting minutes of June 14, 2022.**

AYES: Weaver, Veremis, Saletnik, Hofherr

NAYES: None

ABSTAIN: None



**A motion was made by Board Member Hofherr, seconded by Board Member Veremis to approve the meeting minutes of June 28, 2022.**

**AYES:** Veremis, Saletnik, Hofherr  
**NAYES:** None  
**ABSTAIN:** Weaver

**PUBLIC COMMENT ON NON-AGENDA ITEM.**

There was no public comment.

**Pending Applications**

**1. Address:** 1628 Rand Avenue

**Case Number:** 22-024-TA-CU-V

The petitioner requests the following items: (i) a text amendment to Section 12-7-3.F.5 to allow the outdoor display of finished products in the C-3 General Commercial district where such outdoor displays are not currently allowed; (ii) an amendment to the existing Conditional Use permit for a trade contractor use at 1628 Rand Road to allow the outdoor display of finished products on the subject property; (iii) a Major Variation from Section 12-11-6.B to allow a total wall sign area for a single building of 236 square feet, where the maximum is 125 square feet; (iv) a Major Variation from Section 12-11-6.B to allow an electronic message board (EMB) sign located approximately 189.5 feet away from a residence in the R-1 district, where a minimum 250 feet is required; (v) a Major Variation from Section 12-11-6.B to allow an EMB sign to cover 100 percent of the total pole sign area, where a maximum 50 percent of a pole sign is permitted to be an EMB.

**PIN:** 09-16-104-022-0000

**Petitioner:** Granite Place & Quartz, LLC and  
Cabinet Land Kitchen & Bath Corporation,  
2020 Berry Lane, Des Plaines, IL 60018

**Case Number:** #22-024-TA-CU-V

**Ward Number:** #1, Alderman Mark Lysakowski

**Existing Zoning:** C-3, General Commercial District

**Surrounding Zoning:** North: R-1, Single-Family Residential district  
South: C-3, General Commercial district  
East: C-1, Neighborhood Shopping district  
West: C-3, General Commercial district

**Surrounding Land Uses:** North: Single-family detached homes  
South: Fuel Station/Dentist Office/Vacant Building  
East: Office Building  
West: Religious Institution

**Street Classification:** Rand Road is a minor arterial and Grove Avenue is a local street.

**Comprehensive Plan:**

The Comprehensive Plan illustrates the property as commercial

**Property/Zoning History:** Based on City records, the subject property was annexed into the City in 1965. A conditional use was approved in 2021 through Ordinance Z-36-21 to permit a trade contractor use at this address. Since then, there have been code enforcement warnings issued to this property for outdoor storage and various work done without permits, including, but not limited to, the installation of fencing, awning, signs, and parking lot paving and stripping. However, the applicant has been working with the City to resolve outstanding issues and to address the outstanding code violations. This application is part of the resolution.

**TEXT AMENDMENT**

**Project Description:** The Zoning Ordinance currently does not allow outdoor storage or display in the C-3 General Commercial district, in particular for the types of products that might be displayed by a trade contractor. Thus, the first portion of the petitioner's proposal consists of the attached Proposed Text Amendment to Section 12-7-3.F.5 of the Zoning Ordinance under Standards for Site Plan Review to allow for the display of finished products and fabricated goods on a C-3-zoned property. The petitioner has worked diligently with staff to construct these text amendments in an effort to make outdoor display areas an impactful improvement to trade contractor properties on C-3-zoned properties throughout the City while also ensuring it is designed appropriately to meet the overarching principals of the Zoning Ordinance.

First, the proposed text amendment limits the allowance of outdoor display areas to trade contractor uses with an active business license and a conditional use permit. Since trade contractor uses are only permitted in the C-3 district through a conditional use permit, this would require businesses classified as trade contractor uses (who are interested in installing outdoor displays on their site) to indicate on the proposed Site Plan the location, quantity, and type of outdoor display on a given C-3-zoned property and allow decision makers to determine the practicality and scale of outdoor display areas based on the property's development, size, location, etc. In addition, outdoor displays on properties with a trade contractor use would be governed by certain general conditions and restrictions—beyond the conditions in a conditional use ordinance—related to location, height, screening, and type of outdoor displays, to ensure that they do not create adverse effects on the subject property or surrounding properties. Outdoor displays would be required on dust-free hard surfaces and would not be permitted within required yards in an effort to prevent outdoor displays from being directly at property lines of neighboring properties.

Moreover, outdoor displays would be limited to eight in height and required to be fully screened by an eight-foot-tall, opaque fence to reduce adverse impacts from neighboring properties, especially when the subject property abuts a residential district. As Section 12-7-3.F.5 already requires properties in the C-3 zoning district to install eight-foot-tall fencing on property lines abutting residential districts, this regulation would be consistent with the intent of the Zoning Ordinance. Finally, the type of outdoor display materials would be regulated to allow only prefabricated finished products to be displayed and prohibiting raw materials or any other materials utilized for the manufacturing, processing or assembly of products from being located outside. The intent is to distinguish "outdoor display" from "open storage," which is currently only possible in the M-2 General Manufacturing District (see Section 12-7-4). The attached Proposed Text Amendment provides all suggested changes for the allowance of outdoor displays.

## **CONDITIONAL USE AMENDMENT**

**Project Description:** The following description and analysis assumes approval of the requested amendments as submitted.

The petitioner is requesting an amendment to the existing Conditional Use permit approved in 2021 through Ordinance Z-36-21, which allowed a trade contractor use to operate on subject property. The requested amended approval would remove the condition prohibiting the outdoor storage of fabricated goods on the property. However, if the proposed text amendment is approved, the petitioner proposes to utilize an outdoor portion of the subject property for storage of business products, processing business orders, and as a staging area for incoming and outgoing orders. The attached Site Plan, which was recently approved through a building permit in February 2022, does not specifically identify the area(s) intended for the outdoor display or storage of finished products for this use. Thus, staff recommends a condition that the Site Plan is revised to identify the area(s) on site designed for this purpose prior to the City Council meeting for additional clarity. Because the petitioner's request may differ from staff's recommendation, it is important the Board ask the petitioner to explain clearly what they want to do and why they would not want to be bound to a specific location on site and quantity of outdoor display. It is also important to note that the existing conditions on site do not match the improvements provided on the approved building permit Site Plan. Consequently, staff has added a separate condition that the improvements shown on the approved Site Plan are installed on the subject property if the conditional use amendment is approved.

## **VARIATIONS**

**Request Summary:** The petitioner's project narrative requests several variations related to signs. The first variation relates to total wall sign area, specifically wall signs totaling 236 square feet in area, that have been installed without a permit and exceed the maximum sign area allowed for the entire building.

Pursuant to Section 12-11-6.B of the Zoning Ordinance: *"The total sign area (including the area of any awning or canopy signs) permitted on any street facing elevation shall not exceed 3 sq. ft. per linear foot of horizontal building face. The total sign area (including the area of any awning or canopy signs) permitted on an entire building (including all elevations) shall not exceed 125 sq. ft. unless such building is a shopping center or office building containing three or more businesses."*

As the existing building does not meet the definition of a shopping center – at least three tenant spaces are required – or office building, it is limited to a total of 125 square feet for the entire building (including all elevations). The petitioner's request to allow almost double the sign area does not meet the sign code requirements and requires a major variation.

The other two variation requests relate to an existing pole sign structure along the southern property line near the southwest corner of the property and at the Rand Road frontage. There is currently no sign installed on the existing pole but rather the framing of the pole sign structure with exposed electrical and internal sign cabinet components. Nonetheless, the petitioner intends to repurpose this pole sign structure with a new electronic message board (EMB) sign. EMB signs and regulations are discussed in Sections 12-11-5.G and 12- 11-6.B of the Zoning Ordinance. However, the two EMB sign regulations in conflict with the petitioner's proposal are noted below pursuant to Section 12- 11-6.B:

1. Location: The animated face of an electronic message board sign shall be a minimum of 250 feet away from a residence in the R-1, R-2, and R-3 Residential Districts and shall be arranged to prevent direct glare onto any adjacent properties.
2. Electronic message boards shall not exceed 50% of the total sign area.

As the existing pole sign structure is located approximately 189.5 feet from the nearest residence in the R-1 district, just north of the subject property, it does not meet the minimum setback distance required. Moreover, the petitioner's proposal includes an EMB that would equal 100 percent of the pole sign area, double the 50 percent maximum sign area permitted for EMBs in pole signs. As such, two separate major variation requests are necessary for the EMB sign setback distance and area in relation to the total pole sign area.

The petitioner's requested variations are summarized in the table below.

Regulation Type	Requirements	Proposal
Total sign area (wall, awning, and canopy signs) allowed for Entire Building	125 sq. ft. maximum	236 sq. ft.
Setback Distance for EMB signs from a residence in the R-1, R-2, and R-3 districts	250 feet minimum	189.50 feet
Area allowed for EMB portion for Pole Signs (%)	50% maximum	100%

#### **Standards for Text Amendment:**

The following is a discussion of standards for zoning amendments from Section 12-3-7(E) of the Zoning Ordinance. Rationale for how the proposed amendments would satisfy the standards is provided. The PZB may use this rationale to adopt findings of fact, or the Board may make up its own. See also the petitioner's responses to standards.

1. Whether the proposed amendment is consistent with the goals, objectives, and policies of the comprehensive plan, as adopted and amended from time to time by the City Council;

*Comment:* The 2019 Comprehensive Plan identifies restrictions on the permanent sale or display of merchandise for C-3-zoned properties, so the proposed text amendment could be utilized to build off this allowance and further clarify the use of merchandise displays for these properties. The proposed text amendment provides an allowance for trade contractor uses that have products to display but do not necessarily have the indoor space to display their products. This allowance lessens restrictions for these types of uses in an effort to support existing trade contractor uses and foster a more business-friendly environment.

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

2. Whether the proposed amendment is compatible with current conditions and the overall character of existing development;

*Comment:* Amending the regulations to allow outdoor displays of finished products would be compatible with current conditions across the City, as many trade contractor uses and similar uses in the C-3 district have showrooms where finished products are on display for purchase. This allowance is tailored for trade contractor uses and specifically restricted in order to be consistent with the character of area for which the property is located in.

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

3. Whether the proposed amendment is appropriate considering the adequacy of public facilities and services available to this subject property;

Comment: The proposed amendments are not anticipated to impact public facilities and available services but rather enhance existing trade contractor uses in Des Plaines. This new allowance may also result in the rendition of new trade contractor uses that can, in return, provide additional services to residents.

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

4. Whether the proposed amendment will have an adverse effect on the value of properties throughout the jurisdiction; and

Comment: All proposed amendments as written for a specific use with specific restrictions is meant to complement existing properties and be design in a way to have little to no adverse effect on property values throughout the City. All outdoor displays will be screened from all property lines and positioned away from property lines to be less noticeable and less likely to impact neighboring property values.

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

5. Whether the proposed amendment reflects responsible standards for development and growth.

Comment: The proposed text amendments work toward responsible standards for development and growth by addressing concerns of existing trade contractors and, in return, allowing them to provide additional services to residents. The new allowance attempts to provide a balance between trade contractor needs and the City's desire to foster a business-friendly environment.

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

**Conditional Use Findings:** Conditional Use requests are subject to the standards set forth in Section 12-3-4(E) of the Des Plaines Zoning Ordinance. The petitioner seeks to amend the existing conditional use for the sole purpose of striking a condition in the conditional use prohibiting the storage or display of finished products on the subject property. If this conditional use amendment is denied, the petitioner will not lose the entitlement of Ordinance Z-36-21 but will be required to continue to adhere to all the conditions, notably the prohibition of storing or displaying any materials, including their fabricated and finished products.

The petitioner's rationale for how the conditional use amendment would satisfy each of the standards is attached. The PZB may use this rationale to adopt findings of fact, or the Board may make up its own. The standards that should serve as the basis of findings are the following:

1. The proposed conditional use is in fact a conditional use established within the specific zoning district involved;

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

2. The proposed conditional use is in accordance with the objectives of the city's comprehensive plan and this title;

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

3. The proposed conditional use is designed, constructed, operated, and maintained so as to be harmonious and character of the general vicinity;

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

4. The proposed conditional use is not hazardous or disturbing to existing neighboring uses;

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

5. The proposed conditional use is to be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or the persons or agencies responsible for establishment of the proposed conditional use shall provide adequately any such services;

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

6. The proposed conditional use does not create excessive additional requirements at public expense for public facilities and services and not be detrimental to the economic welfare of the community;

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

7. The proposed conditional use does not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors;

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

8. The proposed conditional use provides vehicular access to the property designed that does not create an interference with traffic on surrounding public thoroughfares;

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

9. The proposed conditional use does not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance; and

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

10. The proposed conditional use complies with all additional regulations in this title specific to the conditional use requested.

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

**Variation Standards:** Variation requests are subject to the standards set forth in Section 12-3-6(H) of the Zoning Ordinance. Staff has the following individual comments for each variation request based on the standards. The PZB may use staff comments, the petitioner's response, or state their own comments as rationale for their decision.

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.

*a. Comment:* Staff does not see a hardship or practical difficulty preventing the petitioner from complying with the maximum total building sign area requirements for several reasons. First, the subject property is located on a corner and fronts two separate streets, allowing additional visibility than interior lots. Wall signs on street-facing elevations are allowed an area of up to three square feet of sign area per linear foot of building frontage provided that the total sign area does not exceed 125 square feet for the entire building (all elevations). Furthermore, the maximum 125-square-foot sign area restriction for the entire building is more than sufficient to advertise all aspects of the business activity on site, allowing for up to two wall signs on street-facing elevations (this building fronts two streets and is allowed up to four building signs). Finally, the wrap-around sign straddling two building elevations is not consistent with existing signs in Des Plaines or the character of the area.

b. Some argument could be made for the requested EMB sign distance-from-residential variation, as the sign faces would face Rand Road, not the residences within 250 feet of the EMB sign. The pole sign could be relocated, but given the property characteristics, it may be difficult for the property owner to meet the minimum setback distance for EMB sign given the property's close proximity to the R-1 district.

c. Staff does not see any hardship or practical difficulty regarding the adherence of the maximum EMB sign area regulation, which restricts the EMB portion of the sign to 50 percent of the total sign area. While the petitioner is attempting to repurpose an existing pole sign structure, there is opportunity to install a smaller EMB portion than what is proposed to effectively advertise the property and still meet the code requirement. As the petitioner has not provided an adequate description of this request or justification on how this variation request meets the standards, this request appears to merely be a convenience for the property owner, not a hardship.

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

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.

*a. Comment:* The lot is irregular in shape, which forms some basis for the EMB-distance request; perhaps if the lot were more regularly shaped at its north end, sufficient distance would be present. Further, the sign frieze of the single-story building is "tight" in the sense that it does not seem to provide a lot of opportunity for traditional commercial wall signs (e.g. channel letter signs, box signs).



b. On the other hand, as the building has a large frontage on two separate streets, its visibility from the street is larger than it would be for many other properties in Des Plaines. In fact, many properties in the C-3 zoning district are smaller in size than the subject property and only front one street so the subject property's size and positioning is more of an advantage than a detriment or unique physical condition as compared to other C-3-zoned lots in Des Plaines. In particular, a sign that is half EMB, half static panel would seem to be quite visible from Rand Road. The Board may wish to ask the petitioner to explain why the sign must be 100% EMB based on uniqueness of the lot, the Rand Road frontage, or any issue.

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

**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.

a. Comment: While the subject property's location, size, and development may not be a result of any action or inaction of the property owner, the subject property was purchased with these attributes and conditions being pre-existing. The wall signs that are the subject of the variation request to allow 236 square feet of sign area where a maximum of 125 square feet is allowed were installed on the building without proper permitting. Thus, this variation request is the direct result of an action of the property owner who wishes to keep the wall signs already installed on the structure for convenience and additional advertising purposes. In addition, the large building frontage and existing pole sign structure alone provide more than adequate advertising potential for this property within the confines of the Zoning Ordinance.

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

**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.

a. Comment: Staff's review has concluded that carrying out the strict letter of this code for signage does not deprive the property owners of substantial rights. First, there is ample room on site and allowances in the Zoning Ordinance to allow adequate advertising of the site, arguably more than other C-3-zoned properties in this area. Second, there are other C-3-zoned properties that are close to or directly abut R-1, R-2, and R-3 residential districts, limiting their ability to install an EMB sign. Finally, while EMB signs are prevalent in Des Plaines the request for a 100% EMB sign is not. In staff's opinion, restricting the property owner to applicable code requirements for all three sign-related variation requests does not infringe on the property owner's ability to advertise their business as other businesses are also restricted to these same regulations.

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

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.

a. Comment: The approval of any of the wall sign and 100%-EMB variations would result in signage that is not consistent with the character of the area or the intention of the Zoning Ordinance. As the purpose of the sign rules is to allow a balanced amount of advertising for all businesses, the approval of the excessive signage proposed in this application, would not meet this intention. The Board may consider whether all of the signage together goes beyond getting motorists attention to being distracting.

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

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 from which a variation is sought were enacted or the general purpose and intent of the comprehensive plan.

a. Comment: On one hand, the property owner has made substantial improvements to the site that match the type of development the Zoning Ordinance and Comprehensive Plan want to encourage. The investment has been substantial and now a new business exists on a previously vacant site, generating tax revenue and improving the Rand corridor overall. For this, the petitioner is worthy of praise.

b. However, the proposed signage, some of which was already installed without permits, may actually detract from this investment. In fact, it seems in conflict with the Zoning Ordinance intentions to: (i) provide reasonable yet appropriate conditions for identifying businesses and services rendered in commercial, institutional, and industrial areas (the proposal represents an overabundance of signage that is more excessive and incongruous with surrounding development than attractive in appearance); and (ii) reduce traffic hazards by restricting signs and lights which exceed a viewer's capacity to receive information or which increases the potential for accidents created by signage which distracts or obstructs a viewer's vision (the EMB sign comprising the entire sign face in and of itself would be a direct distraction and safety hazard for motorists and pedestrians alike).

c. For these reasons, there are reasonable options for redesigning or reducing the proposed signage – the wall signage down from 236 square feet and the pole sign at less than 100% of the sign panel – to effectively advertise the site without needing relief from three separate sign regulations.

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

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.

a. Comment: There are multiple alternatives to the sign-related variations requested by the petitioner. As mentioned above, the code allows street-facing wall signs an area of up three- square feet of area for every linear foot of building frontage, provided that the total sign area does not

exceed 125 square feet. The fact that the building fronts two streets and is larger in size, the available sign area allowed for this property is the maximum 125-square-foot sign permitted by code and can be split up across multiple building elevations providing additional visibility. It is also important to note that EMB signs are a convenience—not a necessity—to effectively advertise a site, meaning that a 100% static sign or 50% static sign with a 50% EMB sign would still provide the adequate identification, advertising, and communication within the community. The Board may wish to ask the petitioner to explain if they have explored or implemented alternatives to reduce the existing wall signage and repurpose or replace the pole sign structure.

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

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.

a. Comment: Regarding the EMB distance from residential, the relief is minimal in staff's opinion. However, the wall sign area and EMB percentage requests may exceed the minimum relief needed. The petitioner could consider the multiple alternatives to redesign the proposed signage to provide advertising that is tasteful, balanced, and better aligns with the principals of the Zoning Ordinance.

b. For this reason, the Board may consider that it under Section 12-3-6.I, "The reviewing authority may grant variations less than or different from that requested when the record supports the applicant's right to some relief but not to the entire relief requested."

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

**PZB Procedure and Recommended Conditions:** Under Section 12-3-4.F of the Zoning Ordinance (Conditional Uses), Section 12-3-6.G of the Zoning Ordinance (Major Variations), and Section 12-3-7 of the Zoning Ordinance (Amendments), the PZB has the authority to recommend approval, approval subject to conditions, or denial the requests. The City Council has the final authority.

The decision should be based on review of the information presented by the applicant and the standards and conditions met by Section 12-3-4.E (Standards for Conditional Uses), Section 12-3-6.H of the Zoning Ordinance (Standards for Variations), and Section 12-3-7.E. of the Zoning Ordinance (Findings of Fact for Amendments) as outlined in the Zoning Ordinance. The PZB should take two motions to consider each request individually. First, the Board should consider the text amendments, which may be recommended for approval as submitted, approval as revised, or denial.

Second, based on the outcome of the first motion, the Board can consider a recommendation regarding the conditional use request. Third, the Board can take a motion on its recommendation regarding the variation requests; these are not connected to the text amendment and can be considered regardless of its outcome.

Should the PZB recommend approval or approval with modifications of the conditional use and major variations, staff suggests the following conditions:

Recommended Conditions of Approval:

1. The petitioner shall implement all site improvements shown on the approved Site Plan attached with permit #2021-07000329 approved on February 22, 2022.
2. The petitioner shall add to the site plan to show and label how much/how many products will be displayed outdoors and within which area(s) of the site, prior to consideration of the City Council.
3. The required 3-foot-wide landscape bed, populated with shrubs and perennials, shall be installed around the base of the new EMB pole sign and maintained in accordance with all applicable City of Des Plaines codes.
4. All proposed improvements and modifications shall be in full compliance with all applicable codes and ordinances. Drawings may have to be modified to comply with current codes and ordinances.

Chair Veremis swore in Petitioner Urszula Topolewicz, 2020 Berry Lane, Des Plaines, IL 60018.

Chair Veremis swore in the Petitioner's Attorney for Art Investment, LLC, Joanna Klimek, 6444 N Milwaukee, Chicago, IL 60631.

Attorney Klimek explained that the petitioners previous conditional use agreement stated that there would be no outdoor storage. The outdoor area is used for storage and display of granite and is an essential part of their business. It is not possible to store all the product inside. The petitioner received a violation for storing racks outside and is therefore seeking a text amendment to allow this on site.

Board Member Hofherr expressed his concern that violations have been issued to the business.

Chair Veremis asked the petitioner if she was aware of the conditional use previously agreed to regarding outdoor storage.

Petitioner Topolewicz stated that she was not represented during the last conditional use hearing and did not understand the restrictions. At their previous business location in Schiller Park there were no restrictions. The property has been significantly improved. The reason that they are seeking a text amendment is to have flexibility to relocate the racks where they need to around the lot. Sometimes product comes in and is not unloaded right away.

Chair Veremis swore in Petitioner Peter Topolewicz, 2020 Berry Lane, Des Plaines, IL 60018.

Petitioner Topolewicz stated that he installed an eight (8) foot fence around the parking lot with a gate. The entire area is restricted from the view of the public. Mr. Topolewicz stated that the parking lot will be paved and possibly a loading dock will be added in the future.

Member Saletnik stated that he does not want product stored all over the lot where it can be seen from the street.

Senior Planner Stytz reviewed the proposed text amendments that would allow this use and yet tailor the amendments to place restrictions on certain types of uses.

Community Development Director Carlisle explained that outdoor storage is not allowed in the C-3 district therefore, a text amendment is required.

Discussion ensued whether the outdoor product should be classified as storage or display.

Petitioner Topolewicz explained that all polishing, cutting, and fabrication is done indoors.

Member Weaver agreed to the outdoor storage if it was temporary.

Member Saletnik requested that a site plan should be provided that designates areas where items will be stored.

Attorney Klimek stated that they don't want restrictions as to where items are stored. During different times of the year items are stored differently.

Community Development Director Carlisle amended the proposed language to replace "outdoor display of finished products" to "outdoor storage and display of finished products." The amendment was read aloud.

**A motion was made by Board Member Weaver, seconded by Board Member Saletnik to approve a revised zoning text amendment, as read by Community Development Director Carlisle, to allow the outdoor storage and display of finished products on the subject property.**

AYES: Weaver, Veremis, Saletnik, Hofherr

NAYES: None

ABSTAIN: None

**\*\*\*MOTION CARRIES UNANIMOUSLY \*\*\***

Senior Planner Stytz reviewed the petitioners request for an amendment to the existing conditional use permit for a trade contractor use to allow the outdoor display of finished products on the subject property.

Member Saletnik requested a revised site plan.

Attorney Klimek stated that a specific site plan is difficult because items are stored in different locations as product is delivered.

Members agreed that if all product is behind the fence a site plan is not necessary.

Member Weaver proposed to approve the conditional use amendment with only condition number four (4) as a condition of approval.

Community Development Director Carlisle stated that condition number one (1) is to reinforce fulfilling the building permit; however, fulfilling the project can still be enforced and the condition is not necessary.

**A motion was made by Board Member Weaver, seconded by Board Member Saletnik to approve the conditional use with condition number four and to remove the condition of prohibiting outdoor storage.**

AYES: Weaver, Veremis, Saletnik, Hofherr

NAYES: None

ABSTAIN: None

**\*\*\*MOTION CARRIES UNANIMOUSLY \*\*\***

Senior Planner Stytz reviewed the petitioners request for several variations related to signs.

Attorney Klimek explained that one building houses two businesses and the building fronts two streets. The wrap around sign is completely on the fascia board and totals 236 sq ft. There is a stand-alone sign on the Rand Street side and an existing pole and frame that the petitioner would like to use for an electronic message board.

Member Weaver expressed his concern that the variance is for almost twice the size of the City's requirement of a maximum sign requirement of 125 sq ft.

Chair Veremis would support the variance because of the uniqueness of two businesses in one building and fronting two streets.

Chair Veremis reviewed the petitioners request for a variance to operate an electronic message board sign approximately 189.5 feet from the nearest residence when the City code requires a minimum of 250 feet. The petitioner is also requesting an electronic message board when the City Code required that the sign electronic message board shall not exceed 50% of the total sign area.

Attorney Klimek explained that the electronic message board can be dimmed or shut-off at night and controlled better than a static sign.

Pam Kroschel, 310 Grove, Des Plaines, IL 60016 was sworn in. Ms. Kroschel lives four houses from the building and expressed her concern that bright lights from the message board may be flashing while she is in her backyard.

Senior Planner Stytz explained that both static and electronic message boards have a maximum brightness restriction.

Community Development Director Carlisle stated that a condition could be added with an hours of use restriction.

**A motion was made by Board Member Hofherr, seconded by Board Member Saletnik to allow the 236 sq ft sign that is over the 125 sq ft sign.**

AYES: Veremis, Saletnik, Hofherr

NAYES: Weaver

ABSTAIN: None

**\*\*\*MOTION CARRIES \*\*\***

**A motion was made by Board Member Saletnik, seconded by Board Member Hofherr to allow an electronic message board to be located 189.5 feet from a residence, where a minimum 250 foot-set back is required.**

AYES: Weaver, Hofherr, Saletnik, Veremis  
NAYES: None  
ABSTAIN: None

**\*\*\*MOTION CARRIES UNANIMOUSLY \*\*\***

**A motion was made by Board Member Hofherr, seconded by Board Member Saletnik to allow a major variation to allow an electronic message board sign to cover 100 percent of the total pole sign area, where a maximum 50 percent of a pole sign is permitted to be an electronic message board.**

AYES: Saletnik, Hofherr  
NAYES: Weaver, Veremis  
ABSTAIN: None

**\*\*\*MOTION FAILED \*\*\***

Board Member Saletnik suggested that the petitioners produce more technical information regarding the proposed sign before this item goes to the City Council.

The Petitioners and Attorney Klimek left the meeting at 10:08 p.m.

### **New Business/Discussion**

Community Development Director Carlisle reviewed a memorandum dated July 22, 2022. The issue is the Zoning Ordinance describes the process for whether the City should consider an application shortly after it has been denied (successive application). The PZB is given certain authority to make an important determination in the process.

Analysis: Section 12-3-1.B reads as follows:

“1. Second Applications Without New Grounds Barred: Whenever any application filed pursuant to this title has been denied on its merits, a second application seeking essentially the same relief, whether or not in the same form or on the same theory, shall not be brought unless in the opinion of the official, board, or commission before which it is brought there is substantial new evidence available or a mistake of law or fact occurred that significantly affected the prior denial.

“2. New Grounds To Be Stated: Any such second application shall include a detailed statement of the grounds justifying its consideration.”

The Ordinance goes on to state that after a period of 12 months since denial, there is no longer a requirement to state new grounds. Within the 12 months, however, the Ordinance is clear that a detailed statement is required to state the grounds. However, it does not define “substantial new evidence”; it allows the PZB to make that determination.



CITY OF DES PLAINES

ORDINANCE     Z - 25 - 22

**AN ORDINANCE AMENDING SECTION 12-7-3 OF THE  
DES PLAINES ZONING ORDINANCE REGARDING THE  
OUTDOOR DISPLAY AND STORAGE OF PRODUCTS IN  
THE C-3 GENERAL COMMERCIAL DISTRICT.**

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

**WHEREAS**, the "Des Plaines Zoning Ordinance of 1998," as amended ("**Zoning Ordinance**"), is codified as Title 12 of the City Code of the City of Des Plaines ("**City Code**"); and

**WHEREAS**, Granite Place & Quartz, LLC and Cabinet Land Kitchen & Bath Corporation (collectively, the "**Applicant**") operate trade contractor uses on the property commonly known as 1628 Rand Road, Des Plaines, Illinois ("**Property**"), which is located in the C-3 General Commercial District of the City ("**C-3 District**"); and

**WHEREAS**, the Applicant desires to store and display products outdoors on the Property; and

**WHEREAS**, the Zoning Ordinance does not allow outdoor display and storage of products in the C-3 District; and

**WHEREAS**, the Applicant has applied to the City for an amendment to Section 12-7-3.F.5 of the Zoning Code to allow trade contractor uses that have been approved pursuant to a conditional use permit to display and store products outdoors, subject to certain conditions and restrictions ("**Text Amendment**"); and

**WHEREAS**, a public hearing by the City Council ("**PZB**") to consider the Proposed Text Amendments was duly advertised in the *Des Plaines Journal* on July 6, 2022 and held on July 26, 2022; and

**WHEREAS**, on July 26, 2022, the PZB voted 4-0 to recommend approval of the Text Amendment; and

**WHEREAS**, the PZB forwarded its recommendations in writing to the City Council on July 27, 2022; and

**WHEREAS**, the City Council has considered the factors set forth in Section 12-3-7.E, titled "Standards for Amendments," of the Zoning Ordinance; and

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

**WHEREAS**, the City Council has determined that it is in the best interest of the City to adopt the Text Amendment and amend the Zoning Ordinance 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. FINDING OF COMPLIANCE.** The City Council finds that consideration of the Text Amendments has complied with the provisions of Section 12-3-7 of the Zoning Ordinance.

**SECTION 3. COMMERCIAL DISTRICTS REGULATIONS.** Section 12-7-3, titled "Commercial Districts Regulations," of Chapter 7, titled "Districts," of the Zoning Ordinance is hereby amended to read as follows:

**"12-7-3: COMMERCIAL DISTRICTS REGULATIONS:**

\* \* \*

F: C-3 General Commercial District:

\* \* \*

5. Standards For Site Plan Review:

a. Front Yards: No front yard shall be used for the permanent sale or display of merchandise. The temporary seasonal sale or display of merchandise shall not encroach into areas of required parking unless permitted by the zoning administrator pursuant to section 12-8-11, "Temporary Uses", of this title.

b. Lights: If the premises abuts a residential district, lighting fixtures shall be shaded wherever necessary to avoid casting direct light upon such abutting residential district.

c. Fencing: If the premises abuts a residential district or use, a solid opaque view screen fence, eight feet (8') in height, shall be provided upon the premises along each property line abutting such residential district or use.

**d. Outdoor display and storage of products: For properties utilized by a trade contractor use with an active business license and pursuant to a conditional use permit, finished or prefabricated products related to such use may be stored or displayed outdoors, subject to the following conditions and restrictions:**

**i. Products may not be stored or displayed outdoors within any required yard.**

**Additions are bold and double-underlined;** ~~deletions are struck through.~~

- ii. Products must be fully screened with an eight-foot tall, solid, opaque fence.
- iii. For the purposes of this Section 12-7-3.F, “finished or prefabricated products” means products ready for sale to an end user. Raw or landscape materials, or materials utilized for the manufacturing, processing or assembly of products, are not permitted to be stored or displayed outdoors.
- iv. Products, either cumulatively or individually, and including the racks or structures used to display the products outdoors, may not exceed eight feet in height.
- v. Products stored or displayed outdoors must be located on a paved, dust-free hard surface; provided, however, products and associated storage racks may not reduce, block, or otherwise interfere with parking lot drive aisles and off-street parking spaces.

\* \* \*

**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.

[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 the Zoning Code Regarding Outdoor Storage & Displays of Finished Products for Trade Contractor uses



## COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

### MEMORANDUM

**Date:** August 25, 2022

**To:** Michael G. Bartholomew, City Manager

**From:** John T. Carlisle, AICP, Director of Community & Economic Development *JTC*  
Jonathan Stytz, AICP, Senior Planner *JS*

**Subject:** Consideration of a Conditional Use Amendment for a Trade Contractor to allow Outdoor Display and Storage of Products at 1628 Rand Road

**Issue:** Ordinance Z-25-22, considered for first reading on Tuesday, September 6, would allow trade contractor uses in the C-3 General Commercial District to have “outdoor display and storage of products,” pursuant to a conditional use permit and other limitations. Assuming these amendments are approved, the existing trade contractor use at 1628 Rand Road is requesting to amend their conditional use from 2021 (Ordinance Z-36-21), which contains a specific condition prohibiting “outdoor storage of raw materials or fabricated goods.”

**Address:** 1628 Rand Road

**Petitioners:** Granite Place & Quartz, LLC and Cabinet Land Kitchen & Bath Corporation, 2020 Berry Lane, Des Plaines, IL 60018

**Owner:** Art Investment, LLC, 2020 Berry Lane, Des Plaines, IL 60018

**Case Number:** 22-024-TA-CU-V

**PIN:** 09-16-104-022-0000

**Ward:** #1, Alderman Mark A. Lysakowski

**Existing Zoning:** C-3, General Commercial district

**Existing Land Use:** Retail Store and Trade Contractor for installation of products

**Surrounding Zoning:** North: R-1, Single-Family Residential district  
South: C-3, General Commercial district  
East: C-1, Neighborhood Shopping district  
West: C-3, General Commercial district

**Surrounding Land Use:** North: Single-family detached homes  
 South: Fuel Station / Dentist Office / Vacant Building  
 East: Office Building  
 West: Religious Institution Office

**Street Classification:** Rand Road is a minor arterial and Grove Avenue is a local street.

**Comprehensive Plan** The Comprehensive Plan illustrates the property as commercial.

**Zoning/Property History:** Based on City records, the subject property was annexed into the City in 1965. A conditional use was approved in 2021 through Ordinance Z-36-21 to permit a trade contractor use at this address.

### **CONDITIONAL USE AMENDMENT**

**Request Summary:** The petitioner is requesting an amendment to the existing Conditional Use permit approved in 2021 through Ordinance Z-36-21, which allowed a trade contractor use to operate on subject property. The requested amended approval would remove the condition prohibiting the outdoor storage of fabricated goods on the property. However, if the proposed text amendment is approved, the petitioner proposes to utilize an outdoor portion of the subject property for storage of business products, processing business orders, and as a staging area for incoming and outgoing orders. The attached Site Plan, which was recently approved through a building permit in February 2022, does not specifically identify area(s) intended for the outdoor display or storage of products. The petitioner expressed in the public hearing of the Planning & Zoning Board (PZB) that they believe it is impractical to confine the outdoor display and storage to a specific area of the site, so they did not submit a site plan marking such area. Staff recommended to the PZB that a condition be added, calling for the outdoor display and storage area to be clearly marked on a site plan, but the PZB's recommendation did not include that condition.

However, currently the subject property lies within the 100-year floodplain. For that reason, the floodplain regulations of Title 14 of the City Code, which is designed to mirror and enforce regulations of all other agencies such as the Federal Emergency Management Agency (FEMA), will restrict the ability to store or display products outside. There are options for the petitioner to either (i) provide compensatory storage to comply with floodplain regulations or (ii) have the property mapped out of the floodplain via the Letter of Map Amendment/Revision process. Nonetheless, regardless of whether Ordinance Z-26-22 is approved to amend the conditional use (e.g., zoning entitlement), the petitioner would have to comply with the Flood Control regulations, which are separate from Zoning.

**PZB Recommendation and Conditions:** The PZB met on July 26, 2022 to consider an amendment to the existing Conditional Use permit for a trade contractor use at 1628 Rand Road to allow the outdoor display and storage of products on the subject property, which are captured in the excerpt to the draft minutes of the July 26, 2022 meeting. The PZB *recommended* (4-0) that the City Council *approve* the conditional use amendment request with condition No. 1 below.

Pursuant to Sections 12-3-4.D.4 of the Zoning Ordinance, the City Council may vote to approve, approve

with modifications, or deny the request. The Council has final authority. Should the City Council vote to approve the conditional use amendment, staff recommends adding condition No. 2 below.

**Conditions of Approval:**

1. All proposed improvements and modifications shall be in full compliance with all applicable codes and ordinances. Drawings may have to be modified to comply with current codes and ordinances.
2. No outdoor storage or display shall be placed on the Subject Property unless such placement complies with Flood Control regulations in Title 14 of the Municipal Code.

**Attachments:**

Attachment 1: Location/Zoning Map

Attachment 2: Site and Context Photos

Attachment 3: ALTA/NSPS Land Title Survey

Attachment 4: Ordinance Z-36-21, approving original conditional use permit (without exhibits)<sup>1</sup>

Attachment 5: Project Narrative

Attachment 6: Petitioner's Responses to Standards to Conditional Uses

Attachment 7: Acting Chairman Saletnik Memo to Mayor and City Council

Attachment 8: Excerpt of Approved Minutes from the July 26, 2022 Planning and Zoning Board Meeting

**Ordinance Z-26-22**

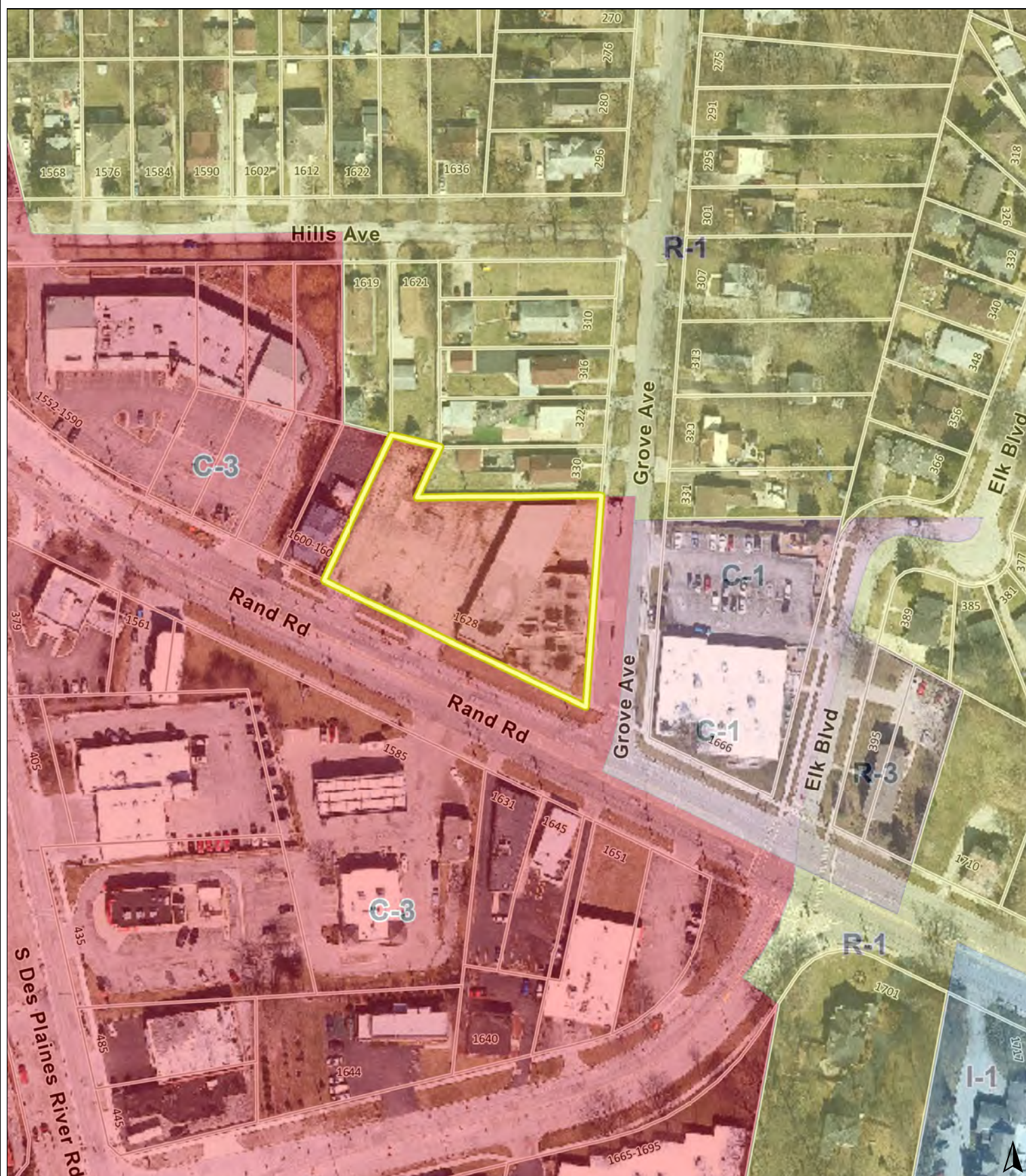
Exhibit A: Site Plan

Exhibit B: Unconditional Agreement and Consent

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<sup>1</sup> Full ordinance available upon request to City staff.





0 150 300  
ft

Print Date: 7/22/2022

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.





1628 Rand Rd – Public Notice & Front of Building



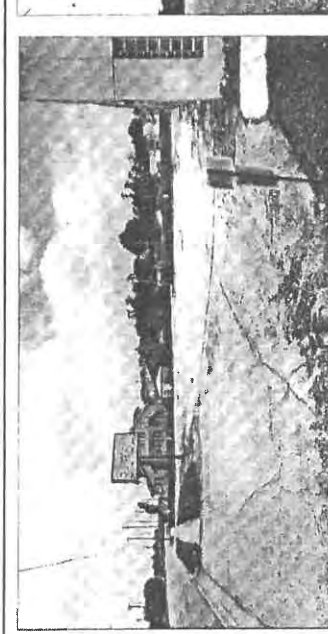
1628 Rand Rd – Looking Northwest at Parking Area & Pole Sign



1628 Rand Rd – Looking Northwest at Front of Building & Wall Sign 1



1628 Rand Rd – Looking Northeast at Front of Building & Wall Sign 2

[illegible]

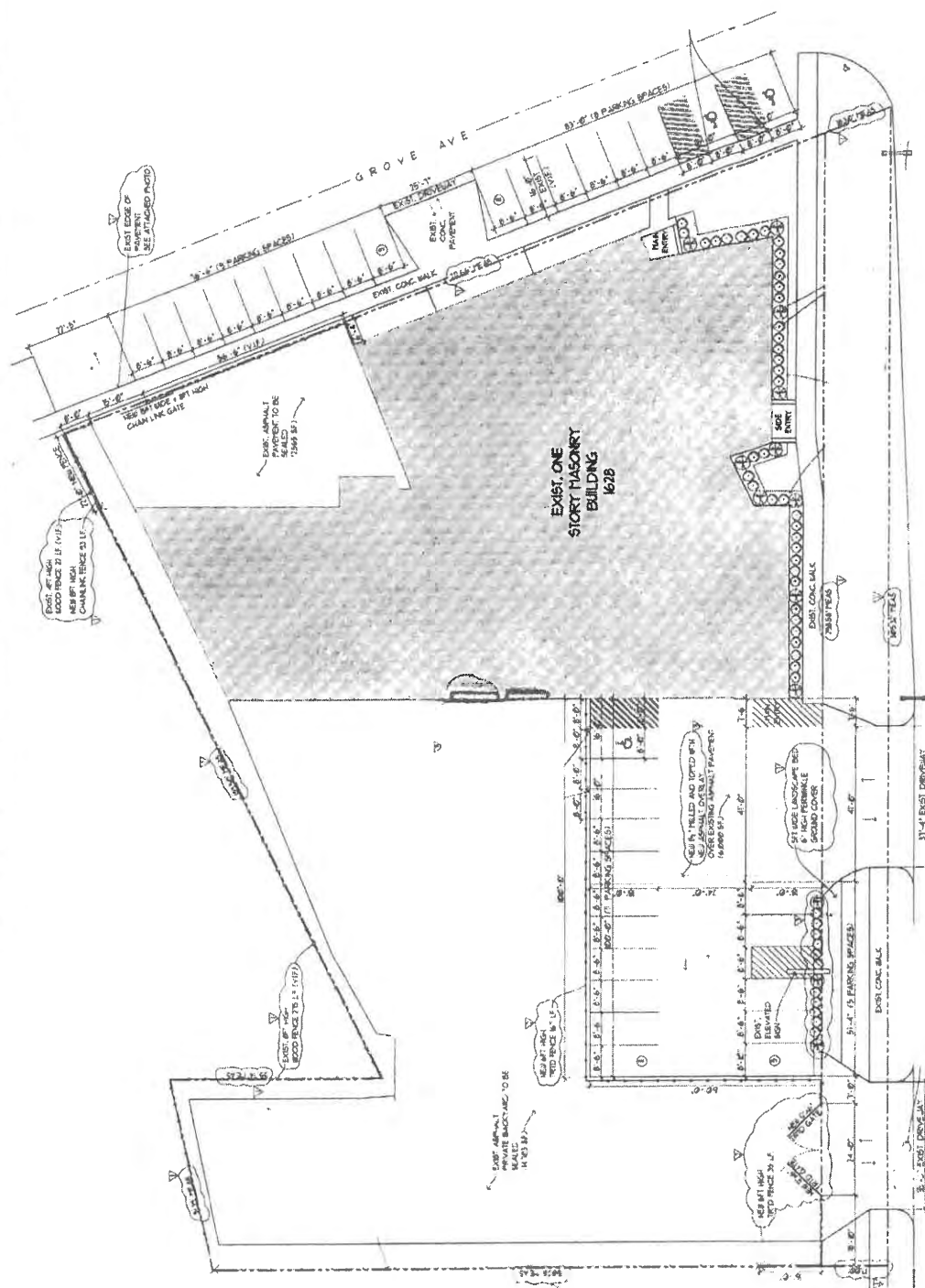
# PROPOSED SITE IMPROVEMENTS

DES PLAINES, ILLINOIS

PHONE: 773-297-2114  
EMAIL: [pelesek@msn.com](mailto:pelesek@msn.com)

ART INVESTMENTS LLC

DATE. 9/7/2021	PROJECT.	DRAWN B.K.	CHECK.	SHEET NO.
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**SITE PLAN**  
PROPOSED FOR THE CONSTRUCTION OF A 10-UNIT HOUSING DEVELOPMENT  
**SCALE: 1" = 10'**



**CITY OF DES PLAINES**

**ORDINANCE    Z - 36 - 21**

**AN ORDINANCE GRANTING A CONDITIONAL USE  
PERMIT FOR A TRADE CONTRACTOR  
ESTABLISHMENT AT 1628 RAND ROAD, DES PLAINES,  
ILLINOIS.**

**WHEREAS**, Peter Topolewick ("**Petitioner**") is the lessee of the property commonly known as 1628 Rand Road, Des Plaines, Illinois ("**Subject Property**"); and

**WHEREAS**, the Subject Property is located in the C-3 General Commercial District of the City ("**C-3 District**"); and

**WHEREAS**, the Subject Property is improved with an one-story single-tenant commercial building ("**Building**"); and

**WHEREAS**, the Petitioner desires to locate a trade contractor establishment on the Subject Property; and

**WHEREAS**, pursuant to Section 12-7-3.K of the City of Des Plaines Zoning Ordinance of 1998, as amended ("**Zoning Ordinance**"), the operation of a trade contractor establishment is permitted in the C-3 District only with a conditional use permit; and

**WHEREAS**, Petitioner submitted an application to the City of Des Plaines Department of Community and Economic Development ("**Department**") for a conditional use permit to allow a trade contractor establishment on the Subject Property ("**Conditional Use Permit**"), in accordance with Sections 12-7-3.F.3 and 12-7-3.K of the Zoning Ordinance; and

**WHEREAS**, the Subject Property is owned by Elliott Kratz ("**Owner**"), who has consented to the Petitioner's application; and

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

**WHEREAS**, within 90 days from the date of the Petitioner's application a public hearing was held by the PZB on May 11, 2021 pursuant to notice published in the *Des Plaines Journal* on April 21, 2021; and

**WHEREAS**, notice of the public hearing was mailed to all property owners within 300 feet of the Subject Property; and

**WHEREAS**, during the public hearing, the PZB heard testimony and received evidence with respect to how the Petitioner intended to satisfy and comply with the applicable provisions of the Zoning Ordinance; and

**WHEREAS**, pursuant to Section 12-3-4 of the Zoning Ordinance, the PZB filed a written report with the City Council on May 12, 2021, summarizing the testimony and evidence received by the PZB and stating the Board's recommendation, by a vote of 5-0, to approve the Petitioner's application for the Conditional Use Permit subject to certain terms and conditions; and

**WHEREAS**, the Petitioner made certain representations to the PZB with respect to the proposed Conditional Use Permit, which representations are hereby found by the City Council to be material and upon which the City Council relies in granting this request for the Conditional Use Permit; and

**WHEREAS**, the City Council has considered the written report of the PZB, the applicable standards for conditional use permits set forth in the Zoning Ordinance, and the Community and Economic Development Staff Memorandum dated April 30, 2021, including the attachments and exhibits thereto, and has determined that it is in the best interest of the City and the public to grant the Petitioner's application in accordance with the provisions of this Ordinance;

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

**SECTION 1. RECITALS.** The recitals set forth above are incorporated herein by reference and made a part hereof, the same constituting the factual basis for this Ordinance.

**SECTION 2. LEGAL DESCRIPTION OF SUBJECT PROPERTY.** The Subject Property is legally described as follows:

LOTS 14 TO 18, BOTH INCLUSIVE, (EXCEPT THE SOUTHWESTERLY 17.0 FEET THEREOF) IN BLOCK 3 IN RIVER-RAND ROAD SUBDIVISION OF LOTS 1 TO 8, INCLUSIVE, IN BLOCK 18 (OR BENNET BLOCK) AND LOT 1 TO 13, EXCLUSIVE IN, BLOCK 18 (OR RAND BLOCK) IN PARK SUBDIVISION OF PARTS OF SECTIONS 16 AND 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 09-16-104-022-0000

Commonly known as: 1628 Rand Road, Des Plaines, Illinois.

**SECTION 3. CONDITIONAL USE PERMIT.** Subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 4 of this Ordinance, the City Council grants the Petitioner a Conditional Use Permit to allow the operation of a trade contractor

establishment on the Subject Property. The Conditional Use Permit granted by this Ordinance is consistent with and equivalent to a "special use" as referenced in Section 11-13-25 of the Illinois Municipal Code, 65 ILCS 5/11-13-25.

**SECTION 4. CONDITIONS.** The Conditional Use Permit granted in Section 3 of this Ordinance shall be, and is hereby, expressly subject to and contingent upon the following conditions, restrictions, limitations, and provisions:

A. Compliance with Law and Regulations. The development, use, operation, and maintenance of the Subject Property, by the Petitioner must comply with all applicable City codes and ordinances, as the same have been or may be amended from time to time, except to the extent specifically provided otherwise in this Ordinance.

B. Compliance with Plans. Except for minor changes and site work approved by the City Director of Community and Economic Development in accordance with all applicable City standards, the development, use, operation, and maintenance of the Subject Property by the Petitioner must comply with the following plans as may be amended to comply with Section 4.C of this Ordinance:

1. That certain "Project Narrative" prepared by Petitioner, consisting of one sheet, and undated, attached to and by this reference made a part of this Ordinance as **Exhibit A**; and

2. That certain "Site Plan/Floor Plan" submitted by the Petitioner, consisting of one sheet, and undated, attached to and by this reference made a part of, this Ordinance as **Exhibit B**.

C. Additional Conditions. The development, use, and maintenance of the Subject Property shall be subject to and contingent upon the following conditions:

1. The Petitioner must revise the Site Plan to include landscape details in conformance with Section 12-10 of the Zoning Ordinance within 60 days of City Council approval of this Ordinance.

2. That an eight-foot-tall wood privacy fence must be installed along the north property line of the Subject Property in conformance with Section 12-8-2 of the Zoning Ordinance within 60 days of City Council approval of this Ordinance.

3. Storage of commercial vehicles or materials within the required drive aisles or customer parking spaces is prohibited at all times on the Subject Property.

4. Outdoor storage of raw materials or fabricated goods is prohibited at all times on the Subject Property.

**SECTION 5. RECORDATION; BINDING EFFECT.** A copy of this Ordinance must be recorded in the Office of the Cook County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein run with the Subject Property and inure to the benefit of, and are binding upon, the Petitioner and Owner and their respective personal representatives, successors, and assigns, including, without limitation, subsequent purchasers of the Subject Property.

**SECTION 6. NONCOMPLIANCE.**

A. Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with, or resists the enforcement of, any of the provisions of this Ordinance shall be fined not less than seventy five dollars (\$75.00) or more than seven hundred and fifty dollars (\$750.00) for each offense. Each and every day that a violation of this Ordinance is allowed to remain in effect shall constitute a complete and separate offense. In addition, the appropriate authorities of the City may take such other action as they deem proper to enforce the terms and conditions of

this Ordinance, including, without limitation, an action in equity to compel compliance with its terms. Any person, firm or corporation violating the terms of this Ordinance shall be subject, in addition to the foregoing penalties, to the payment of court costs and reasonable attorneys' fees.

B. In the event that the Petitioner or Owner fails to develop or maintain the Subject Property in accordance with the plans submitted, the requirements of the Zoning Ordinance, or the conditions set forth in Section 4 of this Ordinance, the Conditional Use Permit granted in Section 3 of this Ordinance may be revoked after notice and hearing before the Zoning Administrator of the City, all in accordance with the procedures set forth in Section 4.7 of the Zoning Ordinance. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the C-3 District. Further, in the event of such revocation the Conditional Use Permit, the City Manager and City's General Counsel are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. The Petitioner and Owner acknowledge that public notices and hearings have been held with respect to the adoption of this Ordinance, has considered the possibility of the revocation provided for in this Section, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice and hearing required by Section 4.7 of the Zoning Ordinance is provided to the Petitioner and Owner.

#### **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 and the Owner, not less than 60 days after the passage and approval of this Ordinance, of an unconditional agreement



and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance, and demonstrating the Petitioner's and Owner's consent to its recordation. Said unconditional agreement and consent shall be in substantially the form attached to, and by this reference made a part of, this Ordinance as **Exhibit C**; and

4. at the Petitioner's sole cost and expense, the recordation of this Ordinance together with such exhibits as the City Clerk deems appropriate, with the Office of the Cook County Recorder.
- B. In the event that the Petitioner and the Owner do not file with the City Clerk a fully executed copy of the unconditional agreement and consent referenced in Section 7.A.3 of this Ordinance, within 60 days after the date of passage of this Ordinance by the City Council, the City Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

**SECTION 8. SEVERABILITY.** If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

[SIGNATURE PAGE FOLLOWS]


PASSED this 7<sup>th</sup> day of June, 2021.

APPROVED this 7<sup>th</sup> day of June, 2021.


VOTE: AYES 6 NAYS 0 ABSENT 1

  
\_\_\_\_\_  
MAYOR

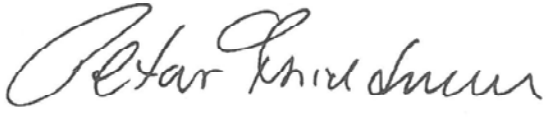
ATTEST:

  
\_\_\_\_\_  
CITY CLERK

Published in pamphlet form this  
8<sup>th</sup> day of June, 2021.

  
\_\_\_\_\_  
CITY CLERK

Approved as to form:

  
\_\_\_\_\_  
Peter M. Friedman, General Counsel

DP Ordinance Approving a Conditional Use Permit (CUP) at 1628 Rand Road for a Trade Contractor Use

## **PROJECT NARRATIVE**

The petitioner, Peter Topolewicz as Member of Art Investment LLC, owner of 1628 Rand Road, Des Plaines, IL 60016 and lessor to Granite Place & Quartz. LLC along with Cabinet Land Kitchen & Bath. Co is requesting an Amendment to the Conditional Use Permit to for a Trade Contractor use, at 1628 Rand Road, namely, Ordinance Z-36-21. Attached hereto as Exhibit A. The subject property is located within the C-3, General Commercial district and has been granted conditional use as a Trade Contractor is in the C-3 zoning district. The subject property contains a commercial building with an off-street surface parking area on the west side of the property and on-street parking area along Grove Avenue on the east side of the property as shown in the Plat of Survey (Attachment 3). The subject property is located along Rand Road at the northwest corner of the Rand Road/Grove Lane intersection. The subject property is currently accessed by three curb cuts, two off Rand Road and one off Grove Lane.

The existing one-story, 14,604-square foot building consists with two front customer entrances in the front and a separate shop area in the rear. The petitioner utilizes the front portion of the building as an office/showroom area and the rear portions of the building as a material warehouse and fabrication room based on the Site Plan (Attached hereto as Exhibit B). The petitioner's amendment proposal to Ordinance Z-36-21 does not include any changes to the building. The petitioner already added landscaping in front of the building and along Rand Road as per Ordinance Z-36-21 and Landscape Plan previously approved. In addition to the Village improvement requirements under Ordinance Z-36-21, Petitioner has made significant improvements to the exterior and interior of the property that has contributed to the beautification and increased safety for the residence of the surrounding area.

The property in question was previously vacant and abandoned for more than few years prior to Petitioner purchasing the property. Due to the improvements made by the Petitioner, including the 5-6 lights placed along the building on Rand Road, residence of the surrounding area have expressed their joy and gratitude that the area feels and appears much safer than when the building was held vacant and abandoned for years by the previous owner.

Attached as Exhibit C please find pictures of the property prior to Petitioners purchase and after. As may be noted from the pictures provided in Exhibit C, the property has undergone extreme renovations. One of the preeminent changes was the fencing around the property. As noted in the attached pictures, the property has been split off and separated into sections, including private and exclusive parking for customers. There is a separate section, closed off by a 8 foot fence for the business back yard, which has no access to the public nor views to the public or surrounding residence, thus creating no public nuisance. The back yard of the business is utilized for incoming and outgoing orders, for storage of business products and basic functioning of business orders. The current Ordinance Z-36-21 is written, namely Section 4. Conditions subparagraph C. 4, not only restricts the Petitioners ability to conduct regular/standard business but also places the current employees health and safety at risk as the current restrictions under Section 4. Conditions subparagraph C. 4 of the Z-36-21 Ordinance

limit what and how the employees may complete their job. As you are aware the finished product we produce such as, granite/quartz/marble and/or any stone are not light materials that may be moved easily from place to place. The unrealistic and unsafe restrictions referenced in Section 4. Conditions subparagraph C. 4 of Ordinance Z-36-21 are placing the employees of the Petitioner in an unhealthy and unsafe work environment, especially during the fall and winter seasons. The Petitioner should have access to their own, secured back yard to store business equipment as fits the time of the season and need of the business.

In order to continue to serve the residents of Des Plaines, ensure a safe working environment for the employees and continue to not be a nuisance to the surrounding residence, Ordinance Z-36-21 should be modified as follows: Section 4. Conditions subparagraph C. 4 shall be removed in its entirety. The restriction of Ordinance Z-36-21 Section 4. Conditions subparagraph C. 4, is an additional restriction specifically for this property.

As there is no restriction/ stipulation in the City code regarding back yard storage, the Amendment to Ordinance Z-36-21 Section 4. Conditions subparagraph C. 4 would be the best resolution for all parties involved, including the Village, Petitioner, future and current C-3 and the surrounding community and residence. However, if a Text Amendment is required (which should not be as this an addition instead of an amendment to the City Code), then Petitioner proposes the following addition (not per se amendment as back yards are not covered in the statute to 12-7.3 F.5 but an addition): the addition of subparagraph 5.d to the City Code is requested to 12.7.3 F12-7.3 .5 as follows: Back yard may be used for storage of finished products and/or fabricated products without limitation as long as the back yard is enclosed with 8 foot wooden fencing and does not create a health hazard to the surrounding residence.

Attached please find pictures of the property in question and the deplorable conditions it was held in for over numerous years along with pictures of the exterior renovations completed by the Petitioner to improve and beautify the property and the community. (Attached hereto as Exhibits C, D, and E). As may be observed, the property now functions as a modern and welcoming business that caters to the sale of kitchen cabinets, kitchen accessories and various types of counter tops, including but not limited to granite, marble, quartz and various stones.

More importantly, Exhibits D and E illustrate not only the improvements and beautification to the exterior of the property but also are an example and the reason for the signage variation request. As Exhibit D illustrates, the block windows were replaced with floor to ceiling windows. As Exhibit E illustrates, additional floor to ceiling windows were added to allow a more open, clear and welcoming building structure for the community as a whole, passing traffic (foot or automobile) and for patrons. The position of the signs illustrated in Exhibits D and E, although Exceed 125 sq ft around, make it clear that the signs may not be placed in the floor to ceiling windows (and would be more of a distraction to both drivers and pedestrians). Moreover, as Exhibits D and E illustrate, the way the signage are placed makes the property appear as two separate businesses instead on one continuing "obnoxious" flow of advertisement. Also please keep in mind, the signage is longer in length (as to the 125 sq ft) but short in width than most standard signs authorized by the Village Code.

Furthermore, as Exhibits D and E illustrate, the signage is not obstructive to traffic, roadway, pedestrians or residential owners. In fact, surrounding residence have expressed their gratitude and excitement regarding the tremendous improvements and how now they feel safer to walk to the local strip mall to contribute to local businesses more than in the past, namely due to the additional lighting installed by the Petitioner along Rand Road as illustrated in Exhibit D. The 5-6 lights added to the front of the building are also not a nuisance but actual contribute to the safety and productivity of the community, the residence and traffic on the adjacent roadways. Therefore, overall, the signage placed along the building, although slightly exceeds 125 sq ft, does not interfere with traffic or safety of the community, they in fact increase and contribute to the safety of both residents and commuters along Rand Road and should be approved as a variation by the Village Board.

In regards to the Electronic Message Board (EMB) signage variation request, attached please find Exhibit F for installation and specifications. Please note that the current signage post, height and dimensions that were previously approved by the Village and in place for numerous years will not change. The only difference in the signage will be whether it will be an electronic messaging board or bulb lighting. The Village code current states that EMB signs may not be placed within 250 feet of a residence. The only residence that may “potentially” be “affected” by the EMB sign is residence commonly known as 1600 Rand Rd., Des Plaines, IL 60016. As Exhibit G illustrates, the resident in question has its own very bright and illuminating sign in front of their own residence. Thus, the EMB will not have an impact on this particular resident.

Moreover, please see additional pictures included in Exhibit G that show that the EMB will not have an impact on any other surrounding residence as the EMB signage faces the traffic and main street of Rand Road horizontally and does NOT face vertically towards the residences located slightly outside the 250 feet requirement but also behind a 6-8 foot security fence. Any illumination from the EMB signage will not affect the surrounding residence in a negative way.

Also, please keep in mind that we may simply install plastic signage with high impact and illuminating light bulbs (which is not a violation nor requires a variation from the Village). However, as long standing residence of Des Plaines, we want our surrounding residence to be satisfied and to keep the Village thriving. Our EMB sign will do just that. Not only will the EMB sign reduce light nuisance to the surrounding residence, as the EMB sign automatically dim during certain hours but may be completely turned off during certain hours (unlike the standard bulb lighting currently authorized by the Village.)

It is also worth mentioning that the size of the sign is not in question, as the size will remain the same or slightly smaller, but whether it will be an EMB controlled lighting sign or a constant bulb sign that cannot be controlled and will create more of a nuisance to the surrounding residence. Please also keep in mind that this property was left abandoned, dark and unlit for multiple years and a “regular bulb lit sign” which is approved by the Village would actually create a bigger nuisance for the residence and for the traffic/roadway.

Overall, thank you for your time and consideration regarding the consideration of our Amendment to Current Conditional Use under Ordinance Z-36-21, potential Text Amendment (unless incorporated into Amendments requested in Ordinance Z-36-21) and Signage Variations. Please keep in mind all improvements made by Petitioner have been to enhance the safety, environment and productivity of the surrounding residence and the Des Plaines community as a whole.



## STANDARDS FOR CONDITIONAL USES

**The Planning and Zoning Board and City Council review the particular facts and circumstances of each proposed Conditional Use in terms of the following standards.** Keep in mind that in responding to the items below, you are demonstrating that the proposed use is appropriate for the site and will not have a negative impact on surrounding properties and the community. Please answer each item completely and thoroughly (two to three sentences each).

1. The proposed conditional use is in fact a conditional use established within the specific zoning district involved;

Yes, the conditional use request is for a trade contractor use, showroom for purchase and installation of granite, kitchen cabinets, countertops, sinks, etc.

2. The proposed conditional use is in accordance with the objectives of the city's comprehensive plan and this title;

Yes, the commercial/trade contractor use is in accordance with the objectives of Chapters 2, 3 and 8 of the Des Plaines comprehensive plan. The business will be retail showroom with installation services that will primarily serve day-to-day needs of local residents.

3. The proposed conditional use is designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity;

The proposed conditional use will be designed, constructed, operated and maintained so as to be harmonious and appropriate with the existing C-3 commercial character of the general vicinity. The business will be commercial storefront with a warehouse and showroom accessible to the public. The interior and exterior of the building will be refreshed and refurbished.

4. The proposed conditional use is not hazardous or disturbing to existing neighboring uses;

The proposed conditional use is not hazardous or disturbing to existing neighboring uses. As other neighboring uses, the property will be a commercial storefront open to the public and serving the day to day needs of local residents. The warehouse will be located in the rear of the property and not open or accessible to the public.



5. The proposed conditional use is to be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or the persons or agencies responsible for the establishment of the proposed conditional use shall provide adequately any such services;

Yes the proposed conditional use will be served adequately by essential public facilities and services. The property is currently connected to all public utilities(gas, water, sewer, etc) and is protected by police and fire services. The property has access to Rand Road and provides parking for customers and employees.

6. The proposed conditional use does not create excessive additional requirements at public expense for public facilities and services and not be detrimental to the economic welfare of the community;

The proposed conditional use does not create excessive additional requirements at public expense for public facilities and services and will not be detrimental to the economic welfare. The property is already connected to all public utilities and is within the boundaries of police and fire services provided by the Village. There will be minimal to no additional requirements at public expense as the Purchaser intends to improve the currently vacant property to advance the Villages mission of economic development and eliminate the health and safety issues associated with a vacant commercial building.

7. The proposed conditional use does not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors;

The proposed conditional use will be a showroom and warehouse/factory. The business will be open during normal business hours and the warehouse shall be used for storage and cutting granite/marble/stor which does not produce excessive noise, smoke, fumes, glare or odor. The business will not produce excessive production of traffic as the business is not a high traffic business and has large parking lot.

8. The proposed conditional use provides vehicular access to the property designed that does not create an interference with traffic on surrounding public thoroughfares;

The proposed conditional use provides vehicular access to the property via Rand Road. The property also has a large parking lot sufficient for both customers and employees, eliminating any need for customer or employees parking on public streets. The ingress and egress to the property does not create an interference with traffic.

9. The proposed conditional use does not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance; and

The proposed conditional use does not result in destruction, loss, or damage of a historic, scenic or historic feature of major importance. The property is currently vacant and is not classified as historic per the Village. The use will improve the current scenic view.

10. The proposed conditional use complies with all additional regulations in this title specific to the conditional use requested

The proposed conditional use does comply with all additional regulations in this title specific to the conditional use being requested. Purchaser will install streetscaping improvements in the form of adding landscaping in the front of the property. Purchaser will also designate parking spaces for customers and employees as required and stipulated by the Village.



July 27, 2022

Mayor Goczkowski and Des Plaines City Council  
CITY OF DES PLAINES

**Subject:** Planning and Zoning Board, 1628 Rand Road, Case 22-024-TA-CU-V, 1<sup>st</sup> Ward  
**RE:** Consideration of Requests for Text Amendment, Conditional Use Amendment, and Major Variations

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) held a public hearing on July 26, 2022 for requests associated with an existing trade contractor use located at 1628 Rand Road. Petitioners, Granite Place & Quartz, LLC and Cabinet Land Kitchen & Bath Corporation, are requesting the following: (i) a text amendment to Section 12-7-3.F.5 of the Zoning Ordinance to allow the outdoor display of finished products in the C-3 General Commercial district where such outdoor displays are not currently allowed; (ii) an amendment to the existing Conditional Use permit for a trade contractor use at 1628 Rand Road to allow the outdoor display of finished products on the subject property; (iii) a Major Variation from Section 12-11-6.B to allow a total wall sign area for a single building of 236 square feet, where the maximum is 125 square feet; (iv) a Major Variation from Section 12-11-6.B to allow an electronic message board (EMB) sign located approximately 189.5 feet away from a residence in the R-1 district, where a minimum 250 feet is required; and (v) a Major Variation from Section 12-11-6.B to allow an EMB sign to cover 100 percent of the total pole sign area, where a maximum 50 percent of a pole sign is permitted to be an EMB.

Written summaries of the petitioner's and staff's presentations; evidence presented and public comment offered; Board discussion and votes are included in the Board's meeting minutes from the July 26 PZB meeting. Ultimately, the Board considered the evidence presented and the statements in the case materials for each of the five requests individually. The first was in regard to the text amendment to allow outdoor displays of finished products. While the language and scope of the presented text amendment focused around finish product displays, the petitioners expressed interest in an allowance for storage of products as well. The conversation between staff, the petitioners, and the PZB led into a discussion of necessary revisions to the proposed text amendment to capture both requests of the petitioners. The end result yielded language changes and additions to the proposed text amendment to allow both outdoor storage and outdoor displays of products for trade contractor uses pursuant to a conditional use permit and certain conditions and restrictions. The PZB voted 4-0 to recommend approval of the text amendment as revised.

The PZB then considered the proposed amendment to the existing conditional use—which currently prohibits outdoor displays and storage of any kind on the subject property—along with the recommended conditions from staff. A discussion occurred over the proposed location of the outdoor display/storage area on the subject property as this was not identified on the Site Plan provided by the petitioners. The petitioners confirmed that all products displayed outside would be within a fenced in area out of view from surrounding properties. The PZB determined that if the products were displayed/stored in an enclosed space on the subject property, that the specific area did not need to be identified and that the recommended condition requiring this to be labeled on the Site Plan was unnecessary. Ultimately, the PZB retained one of the four recommended conditions from staff—requiring all proposed improvements to be in full compliance with all applicable code and ordinances—in their 4-0 vote to recommend approval of the Conditional Use Amendment.

The PZB considered the major variation requests regarding signs through a review of existing code regulations from staff and hearing testimony from the petitioners, starting with the request to allow 236-square feet of building sign area where a maximum of 125-square feet is allowed. The PZB considered how the installed wall sign could be altered to meet the requirements and the rationale for size of the two installed wall signs, especially the wrap around sign fronting Rand Road and Groove Avenue. Ultimately, the PZB voted 3-0 to recommend approval of the major variation request for building sign area.

The second variation is related to the required setback of the proposed electronic message board (EMB) sign on the existing pole sign located on the subject property. The PZB considered alternative placements of the pole sign—currently setback approximately 189.5-feet from the nearest residence—to meet the minimum 250-foot-setback requirement and heard testimony from a resident who had concerns about seeing the EMB sign from her rear yard. Based on the findings that the pole sign faces are directed east and west and the impacted properties are located north, the PZB determined that the proposed EMB sign would not negatively impact surrounding residences and voted 4-0 to recommend approval of the variation request for the EMB sign setback.

The third variation is related to the total area of the proposed EMB sign in proportion to the total pole sign area. Staff, PZB members, and the petitioner discussed in the differences between static sign and EMB sign in relation to their characteristics and potential effect on motorists, pedestrians, and residents. Some concerns were expressed regarding the potential adverse effects of a pole sign with 100-percent EMB and if the subject property was unique as compared to other commercial properties in Des Plaines to warrant such a request. Ultimately, the PZB voted 2-2 on a motion to recommend approval of the EMB sign area request. However, per the City Code (2-2-3.D: Necessary Vote), this outcome does not amount to an affirmative vote of a majority of the appointed members and is therefore a *recommendation to deny* the requested EMB sign area request. However, pursuant to the Zoning Ordinance (12-3-7.D.4: Action by City Council), the Council has the final authority on the request.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Paul Saletnik". The signature is fluid and cursive, with the first name "Paul" and last name "Saletnik" clearly distinguishable.

Paul Saletnik,  
Des Plaines Planning and Zoning Board, Acting Chairman

Cc: City Officials/Aldermen



## DES PLAINES PLANNING AND ZONING BOARD MEETING

July 26, 2022

### MINUTES

The Des Plaines Planning and Zoning Board held its regularly scheduled meeting on Tuesday, July 26, 2022, at 7:00 p.m. in Room 102 of the Des Plaines Civic Center.

Vice Chair Saletnik participated by telephone and read the following statement:

Pursuant to the emergency procedures of the Open Meetings Act, the Vice Chair declares that a “bona fide” emergency exists because of a recent COVID-19 diagnosis of one of the Public Body members necessary to establish a quorum. As a result, this meeting is being conducted in person and remotely. The meeting venue will accommodate remote participation such that all discussion and votes may be heard by both in-person and remote participants. All votes this evening will be taken by roll call. The City has made all reasonable efforts to publicize this declaration.

Vice Chair Saletnik called the meeting to order at 7:02 p.m. and roll call was established.

PRESENT: Weaver, Veremis, Hofherr, Saletnik (phone)

ABSENT: Szabo, Weaver, Fowler, Catalano

ALSO PRESENT: John Carlisle, AICP, Director of Community & Economic Development  
Jonathan Stytz, AICP, Senior Planner  
Laura Fast/Deputy Clerk, Recording Secretary

A quorum was present.

Vice Chair Saletnik requested a nomination to appoint a Chairman Pro-Tem for this evening’s meeting.

**A motion was made by Board Member Weaver, seconded by Board Member Hofherr to appoint Member Veremis as the Chairman Pro-Tem for this evening’s meeting.**

AYES: Weaver, Veremis, Saletnik, Hofherr

NAYES: None

ABSTAIN: None

### **APPROVAL OF MINUTES**

**A motion was made by Board Member Hofherr, seconded by Board Member Weaver to approve the meeting minutes of June 14, 2022.**

AYES: Weaver, Veremis, Saletnik, Hofherr

NAYES: None

ABSTAIN: None

**A motion was made by Board Member Hofherr, seconded by Board Member Veremis to approve the meeting minutes of June 28, 2022.**

**AYES:** Veremis, Saletnik, Hofherr  
**NAYES:** None  
**ABSTAIN:** Weaver

**PUBLIC COMMENT ON NON-AGENDA ITEM.**

There was no public comment.

**Pending Applications**

**1. Address:** 1628 Rand Avenue

**Case Number:** 22-024-TA-CU-V

The petitioner requests the following items: (i) a text amendment to Section 12-7-3.F.5 to allow the outdoor display of finished products in the C-3 General Commercial district where such outdoor displays are not currently allowed; (ii) an amendment to the existing Conditional Use permit for a trade contractor use at 1628 Rand Road to allow the outdoor display of finished products on the subject property; (iii) a Major Variation from Section 12-11-6.B to allow a total wall sign area for a single building of 236 square feet, where the maximum is 125 square feet; (iv) a Major Variation from Section 12-11-6.B to allow an electronic message board (EMB) sign located approximately 189.5 feet away from a residence in the R-1 district, where a minimum 250 feet is required; (v) a Major Variation from Section 12-11-6.B to allow an EMB sign to cover 100 percent of the total pole sign area, where a maximum 50 percent of a pole sign is permitted to be an EMB.

**PIN:** 09-16-104-022-0000

**Petitioner:** Granite Place & Quartz, LLC and  
Cabinet Land Kitchen & Bath Corporation,  
2020 Berry Lane, Des Plaines, IL 60018

**Case Number:** #22-024-TA-CU-V

**Ward Number:** #1, Alderman Mark Lysakowski

**Existing Zoning:** C-3, General Commercial District

**Surrounding Zoning:** North: R-1, Single-Family Residential district  
South: C-3, General Commercial district  
East: C-1, Neighborhood Shopping district  
West: C-3, General Commercial district

**Surrounding Land Uses:** North: Single-family detached homes  
South: Fuel Station/Dentist Office/Vacant Building  
East: Office Building  
West: Religious Institution

**Street Classification:** Rand Road is a minor arterial and Grove Avenue is a local street.

**Comprehensive Plan:**

The Comprehensive Plan illustrates the property as commercial

**Property/Zoning History:** Based on City records, the subject property was annexed into the City in 1965. A conditional use was approved in 2021 through Ordinance Z-36-21 to permit a trade contractor use at this address. Since then, there have been code enforcement warnings issued to this property for outdoor storage and various work done without permits, including, but not limited to, the installation of fencing, awning, signs, and parking lot paving and stripping. However, the applicant has been working with the City to resolve outstanding issues and to address the outstanding code violations. This application is part of the resolution.

**TEXT AMENDMENT**

Project Description: The Zoning Ordinance currently does not allow outdoor storage or display in the C-3 General Commercial district, in particular for the types of products that might be displayed by a trade contractor. Thus, the first portion of the petitioner's proposal consists of the attached Proposed Text Amendment to Section 12-7-3.F.5 of the Zoning Ordinance under Standards for Site Plan Review to allow for the display of finished products and fabricated goods on a C-3-zoned property. The petitioner has worked diligently with staff to construct these text amendments in an effort to make outdoor display areas an impactful improvement to trade contractor properties on C-3-zoned properties throughout the City while also ensuring it is designed appropriately to meet the overarching principals of the Zoning Ordinance.

First, the proposed text amendment limits the allowance of outdoor display areas to trade contractor uses with an active business license and a conditional use permit. Since trade contractor uses are only permitted in the C-3 district through a conditional use permit, this would require businesses classified as trade contractor uses (who are interested in installing outdoor displays on their site) to indicate on the proposed Site Plan the location, quantity, and type of outdoor display on a given C-3-zoned property and allow decision makers to determine the practicality and scale of outdoor display areas based on the property's development, size, location, etc. In addition, outdoor displays on properties with a trade contractor use would be governed by certain general conditions and restrictions—beyond the conditions in a conditional use ordinance—related to location, height, screening, and type of outdoor displays, to ensure that they do not create adverse effects on the subject property or surrounding properties. Outdoor displays would be required on dust-free hard surfaces and would not be permitted within required yards in an effort to prevent outdoor displays from being directly at property lines of neighboring properties.

Moreover, outdoor displays would be limited to eight in height and required to be fully screened by an eight-foot-tall, opaque fence to reduce adverse impacts from neighboring properties, especially when the subject property abuts a residential district. As Section 12-7-3.F.5 already requires properties in the C-3 zoning district to install eight-foot-tall fencing on property lines abutting residential districts, this regulation would be consistent with the intent of the Zoning Ordinance. Finally, the type of outdoor display materials would be regulated to allow only prefabricated finished products to be displayed and prohibiting raw materials or any other materials utilized for the manufacturing, processing or assembly of products from being located outside. The intent is to distinguish "outdoor display" from "open storage," which is currently only possible in the M-2 General Manufacturing District (see Section 12-7-4). The attached Proposed Text Amendment provides all suggested changes for the allowance of outdoor displays.

## **CONDITIONAL USE AMENDMENT**

**Project Description:** The following description and analysis assumes approval of the requested amendments as submitted.

The petitioner is requesting an amendment to the existing Conditional Use permit approved in 2021 through Ordinance Z-36-21, which allowed a trade contractor use to operate on subject property. The requested amended approval would remove the condition prohibiting the outdoor storage of fabricated goods on the property. However, if the proposed text amendment is approved, the petitioner proposes to utilize an outdoor portion of the subject property for storage of business products, processing business orders, and as a staging area for incoming and outgoing orders. The attached Site Plan, which was recently approved through a building permit in February 2022, does not specifically identify the area(s) intended for the outdoor display or storage of finished products for this use. Thus, staff recommends a condition that the Site Plan is revised to identify the area(s) on site designed for this purpose prior to the City Council meeting for additional clarity. Because the petitioner's request may differ from staff's recommendation, it is important the Board ask the petitioner to explain clearly what they want to do and why they would not want to be bound to a specific location on site and quantity of outdoor display. It is also important to note that the existing conditions on site do not match the improvements provided on the approved building permit Site Plan. Consequently, staff has added a separate condition that the improvements shown on the approved Site Plan are installed on the subject property if the conditional use amendment is approved.

## **VARIATIONS**

**Request Summary:** The petitioner's project narrative requests several variations related to signs. The first variation relates to total wall sign area, specifically wall signs totaling 236 square feet in area, that have been installed without a permit and exceed the maximum sign area allowed for the entire building.

Pursuant to Section 12-11-6.B of the Zoning Ordinance: *"The total sign area (including the area of any awning or canopy signs) permitted on any street facing elevation shall not exceed 3 sq. ft. per linear foot of horizontal building face. The total sign area (including the area of any awning or canopy signs) permitted on an entire building (including all elevations) shall not exceed 125 sq. ft. unless such building is a shopping center or office building containing three or more businesses."*

As the existing building does not meet the definition of a shopping center – at least three tenant spaces are required – or office building, it is limited to a total of 125 square feet for the entire building (including all elevations). The petitioner's request to allow almost double the sign area does not meet the sign code requirements and requires a major variation.

The other two variation requests relate to an existing pole sign structure along the southern property line near the southwest corner of the property and at the Rand Road frontage. There is currently no sign installed on the existing pole but rather the framing of the pole sign structure with exposed electrical and internal sign cabinet components. Nonetheless, the petitioner intends to repurpose this pole sign structure with a new electronic message board (EMB) sign. EMB signs and regulations are discussed in Sections 12-11-5.G and 12- 11-6.B of the Zoning Ordinance. However, the two EMB sign regulations in conflict with the petitioner's proposal are noted below pursuant to Section 12- 11-6.B:



1. Location: The animated face of an electronic message board sign shall be a minimum of 250 feet away from a residence in the R-1, R-2, and R-3 Residential Districts and shall be arranged to prevent direct glare onto any adjacent properties.
2. Electronic message boards shall not exceed 50% of the total sign area.

As the existing pole sign structure is located approximately 189.5 feet from the nearest residence in the R-1 district, just north of the subject property, it does not meet the minimum setback distance required. Moreover, the petitioner's proposal includes an EMB that would equal 100 percent of the pole sign area, double the 50 percent maximum sign area permitted for EMBs in pole signs. As such, two separate major variation requests are necessary for the EMB sign setback distance and area in relation to the total pole sign area.

The petitioner's requested variations are summarized in the table below.

Regulation Type	Requirements	Proposal
Total sign area (wall, awning, and canopy signs) allowed for Entire Building	125 sq. ft. maximum	236 sq. ft.
Setback Distance for EMB signs from a residence in the R-1, R-2, and R-3 districts	250 feet minimum	189.50 feet
Area allowed for EMB portion for Pole Signs (%)	50% maximum	100%

#### **Standards for Text Amendment:**

The following is a discussion of standards for zoning amendments from Section 12-3-7(E) of the Zoning Ordinance. Rationale for how the proposed amendments would satisfy the standards is provided. The PZB may use this rationale to adopt findings of fact, or the Board may make up its own. See also the petitioner's responses to standards.

1. Whether the proposed amendment is consistent with the goals, objectives, and policies of the comprehensive plan, as adopted and amended from time to time by the City Council;

*Comment:* The 2019 Comprehensive Plan identifies restrictions on the permanent sale or display of merchandise for C-3-zoned properties, so the proposed text amendment could be utilized to build off this allowance and further clarify the use of merchandise displays for these properties. The proposed text amendment provides an allowance for trade contractor uses that have products to display but do not necessarily have the indoor space to display their products. This allowance lessens restrictions for these types of uses in an effort to support existing trade contractor uses and foster a more business-friendly environment.

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

2. Whether the proposed amendment is compatible with current conditions and the overall character of existing development;

*Comment:* Amending the regulations to allow outdoor displays of finished products would be compatible with current conditions across the City, as many trade contractor uses and similar uses in the C-3 district have showrooms where finished products are on display for purchase. This allowance is tailored for trade contractor uses and specifically restricted in order to be consistent with the character of area for which the property is located in.

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

3. Whether the proposed amendment is appropriate considering the adequacy of public facilities and services available to this subject property;

Comment: The proposed amendments are not anticipated to impact public facilities and available services but rather enhance existing trade contractor uses in Des Plaines. This new allowance may also result in the rendition of new trade contractor uses that can, in return, provide additional services to residents.

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

4. Whether the proposed amendment will have an adverse effect on the value of properties throughout the jurisdiction; and

Comment: All proposed amendments as written for a specific use with specific restrictions is meant to complement existing properties and be design in a way to have little to no adverse effect on property values throughout the City. All outdoor displays will be screened from all property lines and positioned away from property lines to be less noticeable and less likely to impact neighboring property values.

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

5. Whether the proposed amendment reflects responsible standards for development and growth.

Comment: The proposed text amendments work toward responsible standards for development and growth by addressing concerns of existing trade contractors and, in return, allowing them to provide additional services to residents. The new allowance attempts to provide a balance between trade contractor needs and the City's desire to foster a business-friendly environment.

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

**Conditional Use Findings:** Conditional Use requests are subject to the standards set forth in Section 12-3-4(E) of the Des Plaines Zoning Ordinance. The petitioner seeks to amend the existing conditional use for the sole purpose of striking a condition in the conditional use prohibiting the storage or display of finished products on the subject property. If this conditional use amendment is denied, the petitioner will not lose the entitlement of Ordinance Z-36-21 but will be required to continue to adhere to all the conditions, notably the prohibition of storing or displaying any materials, including their fabricated and finished products.

The petitioner's rationale for how the conditional use amendment would satisfy each of the standards is attached. The PZB may use this rationale to adopt findings of fact, or the Board may make up its own. The standards that should serve as the basis of findings are the following:

1. The proposed conditional use is in fact a conditional use established within the specific zoning district involved;

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

2. The proposed conditional use is in accordance with the objectives of the city's comprehensive plan and this title;

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

3. The proposed conditional use is designed, constructed, operated, and maintained so as to be harmonious and character of the general vicinity;

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

4. The proposed conditional use is not hazardous or disturbing to existing neighboring uses;

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

5. The proposed conditional use is to be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or the persons or agencies responsible for establishment of the proposed conditional use shall provide adequately any such services;

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

6. The proposed conditional use does not create excessive additional requirements at public expense for public facilities and services and not be detrimental to the economic welfare of the community;

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

7. The proposed conditional use does not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors;

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

8. The proposed conditional use provides vehicular access to the property designed that does not create an interference with traffic on surrounding public thoroughfares;

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

9. The proposed conditional use does not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance; and

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

10. The proposed conditional use complies with all additional regulations in this title specific to the conditional use requested.

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

**Variation Standards:** Variation requests are subject to the standards set forth in Section 12-3-6(H) of the Zoning Ordinance. Staff has the following individual comments for each variation request based on the standards. The PZB may use staff comments, the petitioner's response, or state their own comments as rationale for their decision.

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.

*a. Comment:* Staff does not see a hardship or practical difficulty preventing the petitioner from complying with the maximum total building sign area requirements for several reasons. First, the subject property is located on a corner and fronts two separate streets, allowing additional visibility than interior lots. Wall signs on street-facing elevations are allowed an area of up to three square feet of sign area per linear foot of building frontage provided that the total sign area does not exceed 125 square feet for the entire building (all elevations). Furthermore, the maximum 125-square-foot sign area restriction for the entire building is more than sufficient to advertise all aspects of the business activity on site, allowing for up to two wall signs on street-facing elevations (this building fronts two streets and is allowed up to four building signs). Finally, the wrap-around sign straddling two building elevations is not consistent with existing signs in Des Plaines or the character of the area.

b. Some argument could be made for the requested EMB sign distance-from-residential variation, as the sign faces would face Rand Road, not the residences within 250 feet of the EMB sign. The pole sign could be relocated, but given the property characteristics, it may be difficult for the property owner to meet the minimum setback distance for EMB sign given the property's close proximity to the R-1 district.

c. Staff does not see any hardship or practical difficulty regarding the adherence of the maximum EMB sign area regulation, which restricts the EMB portion of the sign to 50 percent of the total sign area. While the petitioner is attempting to repurpose an existing pole sign structure, there is opportunity to install a smaller EMB portion than what is proposed to effectively advertise the property and still meet the code requirement. As the petitioner has not provided an adequate description of this request or justification on how this variation request meets the standards, this request appears to merely be a convenience for the property owner, not a hardship.

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

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.

*a. Comment:* The lot is irregular in shape, which forms some basis for the EMB-distance request; perhaps if the lot were more regularly shaped at its north end, sufficient distance would be present. Further, the sign frieze of the single-story building is "tight" in the sense that it does not seem to provide a lot of opportunity for traditional commercial wall signs (e.g. channel letter signs, box signs).

b. On the other hand, as the building has a large frontage on two separate streets, its visibility from the street is larger than it would be for many other properties in Des Plaines. In fact, many properties in the C-3 zoning district are smaller in size than the subject property and only front one street so the subject property's size and positioning is more of an advantage than a detriment or unique physical condition as compared to other C-3-zoned lots in Des Plaines. In particular, a sign that is half EMB, half static panel would seem to be quite visible from Rand Road. The Board may wish to ask the petitioner to explain why the sign must be 100% EMB based on uniqueness of the lot, the Rand Road frontage, or any issue.

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

**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.

a. Comment: While the subject property's location, size, and development may not be a result of any action or inaction of the property owner, the subject property was purchased with these attributes and conditions being pre-existing. The wall signs that are the subject of the variation request to allow 236 square feet of sign area where a maximum of 125 square feet is allowed were installed on the building without proper permitting. Thus, this variation request is the direct result of an action of the property owner who wishes to keep the wall signs already installed on the structure for convenience and additional advertising purposes. In addition, the large building frontage and existing pole sign structure alone provide more than adequate advertising potential for this property within the confines of the Zoning Ordinance.

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

**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.

a. Comment: Staff's review has concluded that carrying out the strict letter of this code for signage does not deprive the property owners of substantial rights. First, there is ample room on site and allowances in the Zoning Ordinance to allow adequate advertising of the site, arguably more than other C-3-zoned properties in this area. Second, there are other C-3-zoned properties that are close to or directly abut R-1, R-2, and R-3 residential districts, limiting their ability to install an EMB sign. Finally, while EMB signs are prevalent in Des Plaines the request for a 100% EMB sign is not. In staff's opinion, restricting the property owner to applicable code requirements for all three sign-related variation requests does not infringe on the property owner's ability to advertise their business as other businesses are also restricted to these same regulations.

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

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.

a. Comment: The approval of any of the wall sign and 100%-EMB variations would result in signage that is not consistent with the character of the area or the intention of the Zoning Ordinance. As the purpose of the sign rules is to allow a balanced amount of advertising for all businesses, the approval of the excessive signage proposed in this application, would not meet this intention. The Board may consider whether all of the signage together goes beyond getting motorists attention to being distracting.

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

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 from which a variation is sought were enacted or the general purpose and intent of the comprehensive plan.

a. Comment: On one hand, the property owner has made substantial improvements to the site that match the type of development the Zoning Ordinance and Comprehensive Plan want to encourage. The investment has been substantial and now a new business exists on a previously vacant site, generating tax revenue and improving the Rand corridor overall. For this, the petitioner is worthy of praise.

b. However, the proposed signage, some of which was already installed without permits, may actually detract from this investment. In fact, it seems in conflict with the Zoning Ordinance intentions to: (i) provide reasonable yet appropriate conditions for identifying businesses and services rendered in commercial, institutional, and industrial areas (the proposal represents an overabundance of signage that is more excessive and incongruous with surrounding development than attractive in appearance); and (ii) reduce traffic hazards by restricting signs and lights which exceed a viewer's capacity to receive information or which increases the potential for accidents created by signage which distracts or obstructs a viewer's vision (the EMB sign comprising the entire sign face in and of itself would be a direct distraction and safety hazard for motorists and pedestrians alike).

c. For these reasons, there are reasonable options for redesigning or reducing the proposed signage – the wall signage down from 236 square feet and the pole sign at less than 100% of the sign panel – to effectively advertise the site without needing relief from three separate sign regulations.

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

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.

a. Comment: There are multiple alternatives to the sign-related variations requested by the petitioner. As mentioned above, the code allows street-facing wall signs an area of up three- square feet of area for every linear foot of building frontage, provided that the total sign area does not

exceed 125 square feet. The fact that the building fronts two streets and is larger in size, the available sign area allowed for this property is the maximum 125-square-foot sign permitted by code and can be split up across multiple building elevations providing additional visibility. It is also important to note that EMB signs are a convenience—not a necessity—to effectively advertise a site, meaning that a 100% static sign or 50% static sign with a 50% EMB sign would still provide the adequate identification, advertising, and communication within the community. The Board may wish to ask the petitioner to explain if they have explored or implemented alternatives to reduce the existing wall signage and repurpose or replace the pole sign structure.

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

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.

a. Comment: Regarding the EMB distance from residential, the relief is minimal in staff's opinion. However, the wall sign area and EMB percentage requests may exceed the minimum relief needed. The petitioner could consider the multiple alternatives to redesign the proposed signage to provide advertising that is tasteful, balanced, and better aligns with the principals of the Zoning Ordinance.

b. For this reason, the Board may consider that it under Section 12-3-6.I, "The reviewing authority may grant variations less than or different from that requested when the record supports the applicant's right to some relief but not to the entire relief requested."

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

**PZB Procedure and Recommended Conditions:** Under Section 12-3-4.F of the Zoning Ordinance (Conditional Uses), Section 12-3-6.G of the Zoning Ordinance (Major Variations), and Section 12-3-7 of the Zoning Ordinance (Amendments), the PZB has the authority to recommend approval, approval subject to conditions, or denial the requests. The City Council has the final authority.

The decision should be based on review of the information presented by the applicant and the standards and conditions met by Section 12-3-4.E (Standards for Conditional Uses), Section 12-3-6.H of the Zoning Ordinance (Standards for Variations), and Section 12-3-7.E. of the Zoning Ordinance (Findings of Fact for Amendments) as outlined in the Zoning Ordinance. The PZB should take two motions to consider each request individually. First, the Board should consider the text amendments, which may be recommended for approval as submitted, approval as revised, or denial.

Second, based on the outcome of the first motion, the Board can consider a recommendation regarding the conditional use request. Third, the Board can take a motion on its recommendation regarding the variation requests; these are not connected to the text amendment and can be considered regardless of its outcome.

Should the PZB recommend approval or approval with modifications of the conditional use and major variations, staff suggests the following conditions:

Recommended Conditions of Approval:



1. The petitioner shall implement all site improvements shown on the approved Site Plan attached with permit #2021-07000329 approved on February 22, 2022.
2. The petitioner shall add to the site plan to show and label how much/how many products will be displayed outdoors and within which area(s) of the site, prior to consideration of the City Council.
3. The required 3-foot-wide landscape bed, populated with shrubs and perennials, shall be installed around the base of the new EMB pole sign and maintained in accordance with all applicable City of Des Plaines codes.
4. All proposed improvements and modifications shall be in full compliance with all applicable codes and ordinances. Drawings may have to be modified to comply with current codes and ordinances.

Chair Veremis swore in Petitioner Urszula Topolewicz, 2020 Berry Lane, Des Plaines, IL 60018.

Chair Veremis swore in the Petitioner's Attorney for Art Investment, LLC, Joanna Klimek, 6444 N Milwaukee, Chicago, IL 60631.

Attorney Klimek explained that the petitioners previous conditional use agreement stated that there would be no outdoor storage. The outdoor area is used for storage and display of granite and is an essential part of their business. It is not possible to store all the product inside. The petitioner received a violation for storing racks outside and is therefore seeking a text amendment to allow this on site.

Board Member Hofherr expressed his concern that violations have been issued to the business.

Chair Veremis asked the petitioner if she was aware of the conditional use previously agreed to regarding outdoor storage.

Petitioner Topolewicz stated that she was not represented during the last conditional use hearing and did not understand the restrictions. At their previous business location in Schiller Park there were no restrictions. The property has been significantly improved. The reason that they are seeking a text amendment is to have flexibility to relocate the racks where they need to around the lot. Sometimes product comes in and is not unloaded right away.

Chair Veremis swore in Petitioner Peter Topolewicz, 2020 Berry Lane, Des Plaines, IL 60018.

Petitioner Topolewicz stated that he installed an eight (8) foot fence around the parking lot with a gate. The entire area is restricted from the view of the public. Mr. Topolewicz stated that the parking lot will be paved and possibly a loading dock will be added in the future.

Member Saletnik stated that he does not want product stored all over the lot where it can be seen from the street.

Senior Planner Stytz reviewed the proposed text amendments that would allow this use and yet tailor the amendments to place restrictions on certain types of uses.

Community Development Director Carlisle explained that outdoor storage is not allowed in the C-3 district therefore, a text amendment is required.

Discussion ensued whether the outdoor product should be classified as storage or display.

Petitioner Topolewicz explained that all polishing, cutting, and fabrication is done indoors.

Member Weaver agreed to the outdoor storage if it was temporary.

Member Saletnik requested that a site plan should be provided that designates areas where items will be stored.

Attorney Klimek stated that they don't want restrictions as to where items are stored. During different times of the year items are stored differently.

Community Development Director Carlisle amended the proposed language to replace "outdoor display of finished products" to "outdoor storage and display of finished products." The amendment was read aloud.

**A motion was made by Board Member Weaver, seconded by Board Member Saletnik to approve a revised zoning text amendment, as read by Community Development Director Carlisle, to allow the outdoor storage and display of finished products on the subject property.**

AYES: Weaver, Veremis, Saletnik, Hofherr

NAYES: None

ABSTAIN: None

**\*\*\*MOTION CARRIES UNANIMOUSLY \*\*\***

Senior Planner Stytz reviewed the petitioners request for an amendment to the existing conditional use permit for a trade contractor use to allow the outdoor display of finished products on the subject property.

Member Saletnik requested a revised site plan.

Attorney Klimek stated that a specific site plan is difficult because items are stored in different locations as product is delivered.

Members agreed that if all product is behind the fence a site plan is not necessary.

Member Weaver proposed to approve the conditional use amendment with only condition number four (4) as a condition of approval.

Community Development Director Carlisle stated that condition number one (1) is to reinforce fulfilling the building permit; however, fulfilling the project can still be enforced and the condition is not necessary.

**A motion was made by Board Member Weaver, seconded by Board Member Saletnik to approve the conditional use with condition number four and to remove the condition of prohibiting outdoor storage.**

AYES: Weaver, Veremis, Saletnik, Hofherr

NAYES: None

ABSTAIN: None

**\*\*\*MOTION CARRIES UNANIMOUSLY \*\*\***

Senior Planner Stytz reviewed the petitioners request for several variations related to signs.

Attorney Klimek explained that one building houses two businesses and the building fronts two streets. The wrap around sign is completely on the fascia board and totals 236 sq ft. There is a stand-alone sign on the Rand Street side and an existing pole and frame that the petitioner would like to use for an electronic message board.

Member Weaver expressed his concern that the variance is for almost twice the size of the City's requirement of a maximum sign requirement of 125 sq ft.

Chair Veremis would support the variance because of the uniqueness of two businesses in one building and fronting two streets.

Chair Veremis reviewed the petitioners request for a variance to operate an electronic message board sign approximately 189.5 feet from the nearest residence when the City code requires a minimum of 250 feet. The petitioner is also requesting an electronic message board when the City Code required that the sign electronic message board shall not exceed 50% of the total sign area.

Attorney Klimek explained that the electronic message board can be dimmed or shut-off at night and controlled better than a static sign.

Pam Kroschel, 310 Grove, Des Plaines, IL 60016 was sworn in. Ms. Kroschel lives four houses from the building and expressed her concern that bright lights from the message board may be flashing while she is in her backyard.

Senior Planner Stytz explained that both static and electronic message boards have a maximum brightness restriction.

Community Development Director Carlisle stated that a condition could be added with an hours of use restriction.

**A motion was made by Board Member Hofherr, seconded by Board Member Saletnik to allow the 236 sq ft sign that is over the 125 sq ft sign.**

AYES: Veremis, Saletnik, Hofherr

NAYES: Weaver

ABSTAIN: None

**\*\*\*MOTION CARRIES \*\*\***

**A motion was made by Board Member Saletnik, seconded by Board Member Hofherr to allow an electronic message board to be located 189.5 feet from a residence, where a minimum 250 foot-set back is required.**

AYES: Weaver, Hofherr, Saletnik, Veremis  
NAYES: None  
ABSTAIN: None

**\*\*\*MOTION CARRIES UNANIMOUSLY \*\*\***

**A motion was made by Board Member Hofherr, seconded by Board Member Saletnik to allow a major variation to allow an electronic message board sign to cover 100 percent of the total pole sign area, where a maximum 50 percent of a pole sign is permitted to be an electronic message board.**

AYES: Saletnik, Hofherr  
NAYES: Weaver, Veremis  
ABSTAIN: None

**\*\*\*MOTION FAILED \*\*\***

Board Member Saletnik suggested that the petitioners produce more technical information regarding the proposed sign before this item goes to the City Council.

The Petitioners and Attorney Klimek left the meeting at 10:08 p.m.

### **New Business/Discussion**

Community Development Director Carlisle reviewed a memorandum dated July 22, 2022. The issue is the Zoning Ordinance describes the process for whether the City should consider an application shortly after it has been denied (successive application). The PZB is given certain authority to make an important determination in the process.

Analysis: Section 12-3-1.B reads as follows:

“1. Second Applications Without New Grounds Barred: Whenever any application filed pursuant to this title has been denied on its merits, a second application seeking essentially the same relief, whether or not in the same form or on the same theory, shall not be brought unless in the opinion of the official, board, or commission before which it is brought there is substantial new evidence available or a mistake of law or fact occurred that significantly affected the prior denial.

“2. New Grounds To Be Stated: Any such second application shall include a detailed statement of the grounds justifying its consideration.”

The Ordinance goes on to state that after a period of 12 months since denial, there is no longer a requirement to state new grounds. Within the 12 months, however, the Ordinance is clear that a detailed statement is required to state the grounds. However, it does not define “substantial new evidence”; it allows the PZB to make that determination.

**CITY OF DES PLAINES**

**ORDINANCE    Z - 26 - 22**

**AN ORDINANCE GRANTING AN AMENDMENT TO AN  
EXISTING CONDITIONAL USE PERMIT TO ALLOW  
OUTDOOR DISPLAY AND STORAGE OF PRODUCTS  
RELATED TO THE TRADE CONTRACTOR USE  
LOCATED AT 1628 RAND ROAD, DES PLAINES,  
ILLINOIS.**

**WHEREAS**, Granite Place & Quartz, LLC and Cabinet Land Kitchen & Bath Corporation (collectively, the "***Petitioner***") are the lessees of the property commonly known as 1628 Rand Road, Des Plaines, Illinois ("***Subject Property***"); and

**WHEREAS**, the Subject Property is located in the C-3 General Commercial District of the City ("***C-3 District***"); and

**WHEREAS**, on June 7, 2021, the City Council adopted Ordinance Z-36-21 ("***Conditional Use Ordinance***"), approving a conditional use permit to allow a trade contractor use on the Subject Property ("***Conditional Use Permit***"); and

**WHEREAS**, the Conditional Use Ordinance prohibits the storage of products outdoors on the Subject Property; and

**WHEREAS**, the Petitioner desires to store and display products on the Subject Property; and

**WHEREAS**, the Petitioner submitted an application to the City of Des Plaines Department of Community and Economic Development ("***Department***") to amend the Conditional Use Permit to allow the outdoor storage and display of products on the Subject Property in accordance with Section 12-7-3 of the Zoning Ordinance ("***Amended Conditional Use Permit***"), in accordance with Section 12-3-4 of the Zoning Ordinance; and

**WHEREAS**, the Subject Property is owned by Art Investment, LLC ("***Owner***"), which has consented to the Petitioner's application; and

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

**WHEREAS**, within 90 days from the date of the Petitioner's application a public hearing was held by the PZB on July 26, 2022 pursuant to notice published in the *Des Plaines Journal* on July 6, 2022; and

**WHEREAS**, notice of the public hearing was mailed to all property owners within 500 feet of the Subject Property; and

**WHEREAS**, during the public hearing, the PZB heard testimony and received evidence with respect to how the Petitioner intended to satisfy and comply with the applicable provisions of the Zoning Ordinance; and

**WHEREAS**, pursuant to Section 12-3-4 of the Zoning Ordinance, the PZB filed a written report with the City Council on July 27, 2022, summarizing the testimony and evidence received by the PZB and stating the Board's recommendation, by a vote of 4-0, to approve the Petitioner's application for the Amended Conditional Use Permit, subject to certain terms and conditions; and

**WHEREAS**, the Petitioner made certain representations to the PZB with respect to the proposed Amended Conditional Use Permit, which representations are hereby found by the City Council to be material and upon which the City Council relies in granting this request for the Amended Conditional Use Permits; and

**WHEREAS**, the City Council has considered the written report of the PZB, the applicable standards for conditional use permits set forth in the Zoning Ordinance, and the Community and Economic Development Staff Memorandum dated August 25, 2022, including the attachments and exhibits thereto, and has determined that it is in the best interest of the City and the public to grant the Petitioner's application in accordance with the provisions of this Ordinance;

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

**SECTION 1. RECITALS.** The recitals set forth above are incorporated herein by reference and made a part hereof, the same constituting the factual basis for this Ordinance.

**SECTION 2. LEGAL DESCRIPTION OF SUBJECT PROPERTY.** The Subject Property is legally described as follows:

LOTS 14 TO 18, BOTH INCLUSIVE, (EXCEPT THE SOUTHWESTERLY 17.0 FEET THEREOF) IN BLOCK 3 IN RIVER-RAND ROAD SUBDIVISION OF LOTS 1 TO 8, INCLUSIVE, IN BLOCK 18 (OR BENNET BLOCK) AND LOT 1 TO 13, EXCLUSIVE IN, BLOCK 18 (OR RAND BLOCK) IN PARK SUBDIVISION OF PARTS OF SECTIONS 16 AND 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 09-16-104-022-0000

Commonly known as: 1628 Rand Road, Des Plaines, Illinois.

**SECTION 3. AMENDED CONDITIONAL USE PERMIT.** Subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 4 of this Ordinance, the City Council grants the Petitioner an Amended Conditional Use Permit to allow the outdoor display and storage of products on Subject Property, in accordance with Section 12-7-3 of the Zoning Ordinance. The Amended Conditional Use Permit granted by this Ordinance is consistent with and equivalent to a "special use" as referenced in Section 11-13-25 of the Illinois Municipal Code, 65 ILCS 5/11-13-25.

**SECTION 4. CONDITIONS.** The Amended Conditional Use Permit granted in Section 3 of this Ordinance shall be, and is hereby, expressly subject to and contingent upon the following conditions, restrictions, limitations, and provisions:

A. **Compliance with Law and Regulations.** The development, use, operation, and maintenance of the Subject Property, by the Petitioner must comply with all applicable City codes and ordinances, including, without limitation, the Conditional Use Ordinance, as the same have been or may be amended from time to time, except to the extent specifically provided otherwise in this Ordinance.

B. **Compliance with Plans.** Except for minor changes and site work approved by the City Director of Community and Economic Development in accordance with all applicable City standards, the development, use, operation, and maintenance of the Subject Property by the Petitioner must comply with the following plans as may be amended to comply with Section 4.C of this Ordinance: that certain "Final Site Plan" prepared by the Owner, consisting of one sheet, with a latest revision date of February 22, 2022, attached to and by this reference made a part of this Ordinance as **Exhibit A** ("*Site Plan*"); and



C. Additional Conditions. The development, use, and maintenance of the Subject Property shall be subject to and contingent upon the following additional conditions:

1. All proposed improvements shown on the Site Plan must be constructed in full compliance with all applicable codes and ordinances. Plans and drawings may require modification in order to comply with current City codes and ordinances; and

2. No outdoor display or storage of products is allowed on the Subject Property unless the location of the outdoor display and storage of products complies with the City of Des Plaines Flood Control Regulations set forth in Title 14 of the City Code.

**SECTION 5. RECORDATION; NON-TRANSFERABILITY.** The privileges, obligations, and provisions of each and every section and requirement of this Ordinance are for and shall inure solely to the benefit of Petitioner. Nothing in this Ordinance shall be deemed to allow the Petitioner to transfer any of the rights or interests granted herein to any other person or entity without the prior approval of the City Council by a duly adopted amendment to this Ordinance.

**SECTION 6. NONCOMPLIANCE.**

A. Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with, or resists the enforcement of, any of the provisions of this Ordinance shall be fined not less than seventy five dollars (\$75.00) or more than seven hundred and fifty dollars (\$750.00) for each offense. Each and every day that a violation of this Ordinance is allowed to remain in effect shall constitute a complete and separate offense. In addition, the appropriate authorities of the City may take such other action as they deem proper to enforce the terms and conditions of this Ordinance, including, without limitation, an action in equity to compel compliance with its

terms. Any person, firm or corporation violating the terms of this Ordinance shall be subject, in addition to the foregoing penalties, to the payment of court costs and reasonable attorneys' fees.

B. In the event that the Petitioner or Owner fails to develop or maintain the Subject Property in accordance with the plans submitted, the requirements of the Zoning Ordinance, or the conditions set forth in Section 4 of this Ordinance, the Conditional Use Ordinance as amended by this Ordinance, the Amended Conditional Use Permit granted in Section 3 of this Ordinance may be revoked after notice and hearing before the Zoning Administrator of the City, all in accordance with the procedures set forth in Section 12-4-7 of the Zoning Ordinance. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the C-3 District. Further, in the event of such revocation of the Amended Conditional Use Permit, the City Manager and City's General Counsel are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. The Petitioner and Owner acknowledge that public notices and hearings have been held with respect to the adoption of this Ordinance, has considered the possibility of the revocation provided for in this Section, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice and hearing required by Section 12-4-7 of the Zoning Ordinance is provided to the Petitioner and Owner.

#### **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 and the Owner, not less than 60 days after the passage and approval of this Ordinance, of an unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance, and demonstrating the Petitioner's and Owner's consent to its recordation. Said unconditional agreement and consent shall be in substantially the form attached to, and by this reference made a part of, this Ordinance as **Exhibit B**; and

4. at the Petitioner's sole cost and expense, the recordation of this Ordinance together with such exhibits as the City Clerk deems appropriate, with the Office of the Cook County Recorder.

B. In the event that the Petitioner and the Owner do not file with the City Clerk a fully executed copy of the unconditional agreement and consent referenced in Section 7.A.3 of this Ordinance, within 60 days after the date of passage of this Ordinance by the City Council, the City Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

**SECTION 8. SEVERABILITY.** If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

[SIGNATURE PAGE FOLLOWS]

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

**VOTE:** AYES \_\_\_\_ NAYS \_\_\_\_ ABSENT \_\_\_\_

**ATTEST:**

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**MAYOR**

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**CITY CLERK**

Published in pamphlet form this  
\_\_\_\_ day of \_\_\_\_\_, 2022.

Approved as to form:

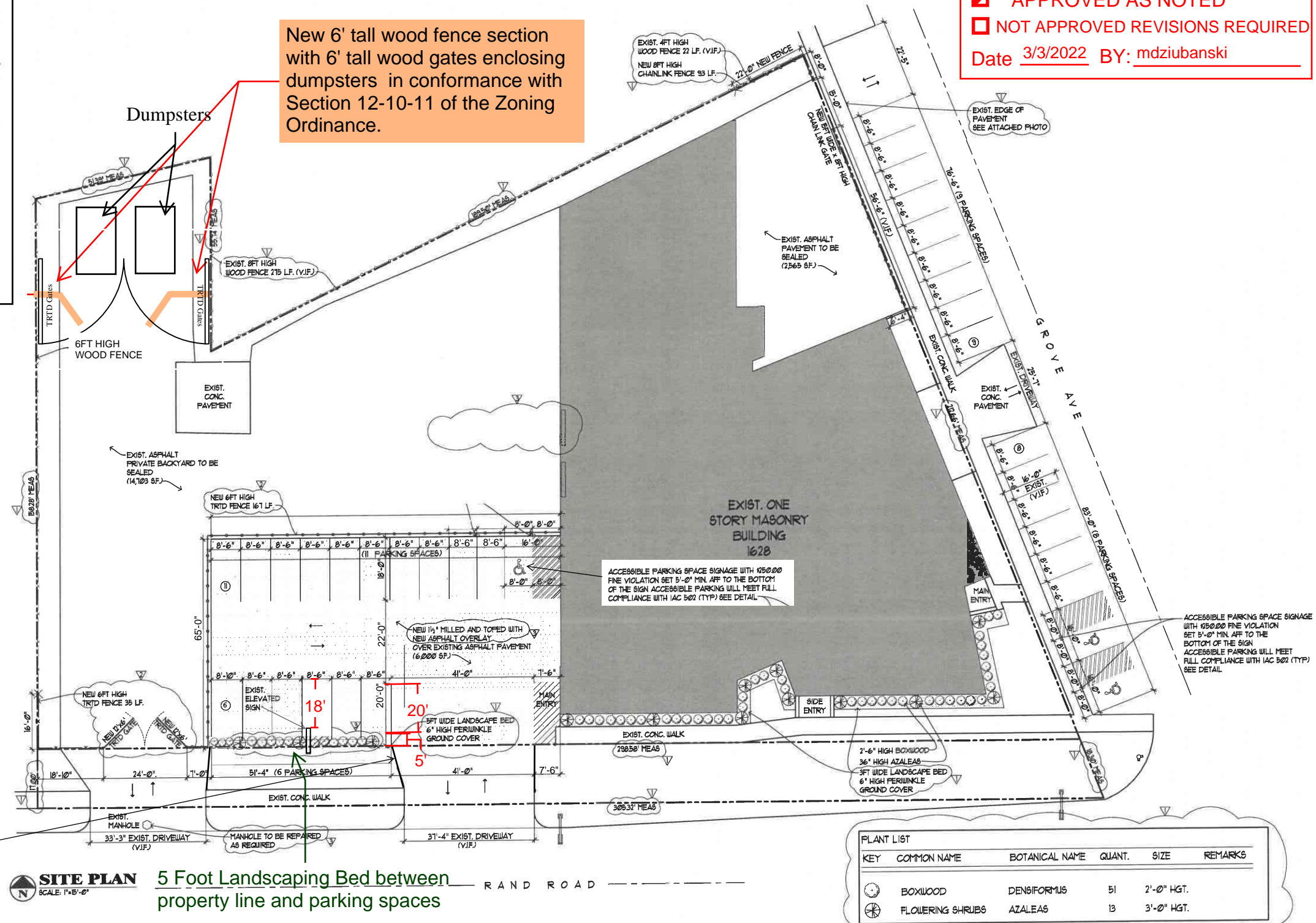
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**CITY CLERK**

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**Peter M. Friedman, General Counsel**

1. That all pavement areas, fencing, and parking areas are installed, utilized, and maintained in accordance with Ordinance Z-36-21 and all applicable City of Des Plaines codes.
2. That all non-paved turf and/or landscape areas are installed as shown on the Final Site Plan dated 2/22/2022 and that all existing pavement in these areas is removed.
3. That no outdoor storage of any kind is conducted on site at any time for any reason.
4. That a new Plat of Survey is prepared by a professional land surveyor licensed in Illinois for the property at 1628 Rand Road for use in future permits.
5. That all structures and surfaces are installed, utilized, and maintained in accordance with all applicable City of Des Plaines codes.



# PERMIT

CITY OF DES PLAINES BUILDING DEPARTMENT	
<input type="checkbox"/>	APPROVED
<input checked="" type="checkbox"/>	APPROVED AS NOTED
<input type="checkbox"/>	NOT APPROVED REVISIONS REQUIRED
Date	<u>3/3/2022</u> BY: <u>mdziubanski</u>

**ART INVESTMENTS LLC**  
PHONE: 773-297-4114  
EMAIL: [peterekt@msn.com](mailto:peterekt@msn.com)

# PROPOSED SITE IMPROVEMENTS

1628 RAND ROAD  
DES PLAINES, ILLINOIS

DATE:	9/7/2021
PROJECT:	
DRAWN:	CHK'D:
B.K.	
SHEET NO.	

## **EXHIBIT B**

### **UNCONDITIONAL AGREEMENT AND CONSENT**

**TO:** The City of Des Plaines, Illinois ("**City**");

**WHEREAS**, Granite Place & Quartz, LLC and Cabinet Land Kitchen & Bath Corporation (collectively, the "**Petitioner**") applied to the City of Des Plaines for an amendment to an existing conditional use permit to allow for outdoor storage and display of products related to a Trade Contractor Use ("**Amended Conditional Use Permit**") on that certain property commonly known as 1628 Rand Road, Des Plaines, Illinois ("**Subject Property**"); and

**WHEREAS**, the Subject Property is owned by Art Investment, LLC ("**Owner**"), which consented to the Petitioner's application; and

**WHEREAS**, Ordinance No. Z-26-22 adopted by the City Council of the City of Des Plaines on \_\_\_\_\_, 2022 ("**Ordinance**"), grants approval of the Amended Conditional Use Permit, subject to certain conditions; and

**WHEREAS**, the Petitioner and the Owner each desires to evidence to the City its unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in said Ordinance, and its consent to recording the Ordinance and this Unconditional Agreement and Consent against the Subject Property;

**NOW, THEREFORE**, the Petitioner and the Owner do hereby agree and covenant as follows:

1. Petitioner and Owner hereby unconditionally agree to accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. Z-26-22, adopted by the City Council on \_\_\_\_\_, 2022.
2. Petitioner and Owner acknowledge and agree that the City is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's review and approval of any plans for the Subject Property, or the issuance of any permits for the use and development of the Subject Property, and that the City's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure Petitioner or Owner against damage or injury of any kind and at any time.
3. Petitioner and Owner acknowledge that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the procedures required by Section 12-4-7 of the City's Zoning Ordinance are followed.



4. Petitioner agrees to and do hereby hold harmless and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the City's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Subject Property, and (d) the performance by Petitioner of its obligations under this Unconditional Agreement and Consent.
5. Petitioner hereby agrees to pay all expenses incurred by the City in defending itself with regard to any and all of the claims mentioned in this Unconditional Agreement and Consent. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the City.

[SIGNATURE PAGE FOLLOWS]

ATTEST:

**GRANITE PLACE & QUARTZ, LLC**

By:\_\_\_\_\_

By:\_\_\_\_\_

Its:\_\_\_\_\_

ATTEST:

**CABINET LAND KITCHEN & BATH  
CORPORATION**

By:\_\_\_\_\_

By:\_\_\_\_\_

Its:\_\_\_\_\_

ATTEST:

**ART INVESTMENT, LLC**

By:\_\_\_\_\_

By:\_\_\_\_\_

Its:\_\_\_\_\_




**COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT**

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

**MEMORANDUM**

**Date:** August 25, 2022

**To:** Michael G. Bartholomew, City Manager

**From:** John T. Carlisle, AICP, Director of Community & Economic Development *JTC*  
Jonathan Stytz, AICP, Senior Planner *JS*

**Subject:** Consideration of Major Variations for Building Sign Area and Electronic Message Board (EMB) Location and Area

**Issue:** The petitioner requests the following items: (i) a Major Variation from Section 12-11-6.B to allow a total wall sign area for a single building to be 236 square feet, where the maximum is 125 square feet; (ii) a Major Variation from Section 12-11-6.B to allow an electronic message board (EMB) sign located approximately 189.5 feet away from a residence in the R-1 district, where a minimum 250 feet is required; and (iii) a Major Variation from Section 12-11-6.B to allow an EMB sign to cover 100 percent of the total pole sign area, where a maximum 50 percent is allowed.

**Address:** 1628 Rand Road

**Petitioners:** Granite Place & Quartz, LLC and Cabinet Land Kitchen & Bath Corporation, 2020 Berry Lane, Des Plaines, IL 60018

**Owner:** Art Investment, LLC, 2020 Berry Lane, Des Plaines, IL 60018

**Case Number:** 22-024-TA-CU-V

**PIN:** 09-16-104-022-0000

**Ward:** #1, Alderman Mark A. Lysakowski

**Existing Zoning:** C-3, General Commercial district

**Existing Land Use:** Retail Store and Trade Contractor for installation of products

**Surrounding Zoning:** North: R-1, Single-Family Residential district  
South: C-3, General Commercial district

East: C-1, Neighborhood Shopping district  
West: C-3, General Commercial district

**Surrounding Land Use:** North: Single-family detached homes  
South: Fuel Station / Dentist Office / Vacant Building  
East: Office Building  
West: Religious Institution Office

**Street Classification:** Rand Road is a minor arterial and Grove Avenue is a local street.

**Comprehensive Plan** The Comprehensive Plan illustrates the property as commercial.

**Zoning/Property History:** Based on City records, the subject property was annexed into the City in 1965. A conditional use was approved in 2021 through Ordinance Z-36-21 to permit a trade contractor use at this address. Since then, there have been code enforcement warnings issued to this property for work done without permits, including wall signs. However, the applicant has been working with the City to resolve outstanding issues and to address the outstanding code violations. The City has paused enforcement to allow this petition to be decided by the City Council.

### **Variations**

**Project Summary:** The petitioner's project narrative requests several variations related to signs. The first variation relates to total wall sign area, specifically wall signs totaling 236 square feet in area, that have been installed without a permit and exceed the maximum sign area allowed for the entire building.

Pursuant to Section 12-11-6.B of the Zoning Ordinance: *"The total sign area (including the area of any awning or canopy signs) permitted on any street facing elevation shall not exceed 3 sq. ft. per linear foot of horizontal building face. The total sign area (including the area of any awning or canopy signs) permitted on an entire building (including all elevations) shall not exceed 125 sq. ft. unless such building is a shopping center or office building containing three or more businesses."*

As the existing building does not meet the definition of a shopping center – at least three tenant spaces are required – or office building, it is limited to a total of 125 square feet for the entire building (including all elevations). The petitioner's request to allow almost double the sign area does not meet the sign code requirements and requires a major variation.

The other two variation requests relate to an existing pole sign structure along the southern property line near the southwest corner of the property and at the Rand Road frontage. There is currently no sign installed on the existing pole but rather the framing of the pole sign structure with exposed electrical and internal sign cabinet components. Nonetheless, the petitioner intends to repurpose this pole sign structure with a new electronic message board (EMB) sign. EMB signs and regulations are discussed in Sections 12-11-5.G and 12-11-6.B of the Zoning Ordinance.

The two EMB sign regulations in conflict with the petitioner's proposal are noted below pursuant to Section 12-11-6.B:

- Location: The animated face of an electronic message board sign shall be a minimum of 250 feet away from a residence in the R-1, R-2, and R-3 Residential Districts and shall be arranged to prevent direct glare onto any adjacent properties.
- Electronic message boards shall not exceed 50% of the total sign area.

As the existing pole sign structure is located approximately 189.5 feet from the nearest residence in the R-1 district, just north of the subject property, it does not meet the minimum setback distance required. Moreover, the petitioner's proposal includes an EMB that would equal 100 percent of the pole sign area, double the 50 percent maximum sign area permitted for EMBs in pole signs. As such, two separate major variation requests are necessary for the EMB sign setback distance and area in relation to the total pole sign area.

Section 12-11-6.B requires that EMB signs have automatic dimming. Specifically, they should have "...light sensing devices or a scheduled dimming timer which automatically dims the intensity of the light emitted by the sign during ambient low light and nighttime (dusk to dawn) conditions. The signs shall not exceed 500 nits of intensity as measured at the sign surface during nighttime and low light conditions and 5,000 nits during daytime hours." Staff would require a building permit submittal to demonstrate these specifications. In summary, the petitioner's requested variations are below.

Regulation Type	Requirements	Proposal
Total sign area (wall, awning, and canopy signs) allowed for Entire Building	125 sq. ft. maximum	236 sq. ft.
Setback Distance for EMB signs from a residence in the R-1, R-2, and R-3 districts	250 feet minimum	189.50 feet
Area allowed for EMB portion for Pole Signs (%)	50% maximum	100%

**PZB Recommendation and Conditions:** The PZB held a public hearing on July 26, 2022 to consider the sign requests. Their rationale for their recommending votes is captured in the excerpt to the draft minutes of the July 26, 2022 meeting. The PZB made a motion for each request individually:

- Voted (3-1) to *recommend* that the City Council *approve* the total wall sign area request as presented to allow 236 square feet where a maximum of 125 square feet of sign area, including wall, canopy, and awning signs, is permitted;
- Voted (4-0) to *recommend* that the City Council *approve* the EMB sign setback request as presented, allowing the sign to be located approximately 189.5 feet from a residence where a minimum of 250 feet is required; and
- Voted (2-2) on a motion to *recommend* that the City Council approve the EMB sign area request as presented. Per the City Code, this vote results in a recommendation to *deny*.

Pursuant to Sections 12-3-4.D.4 and 12-3-7.D.4 of the Zoning Ordinance, the City Council may vote to approve, approve with modifications, or deny the requests. The Council has final authority over the major variation requests included with Ordinance Z-27-22.

**Attachments:**

Attachment 1: Location/Zoning Map

Attachment 2: Site and Context Photos

Attachment 3: ALTA/NSPS Land Title Survey

Attachment 4: Project Narrative

Attachment 5: Petitioner's Responses to Standards for Variations

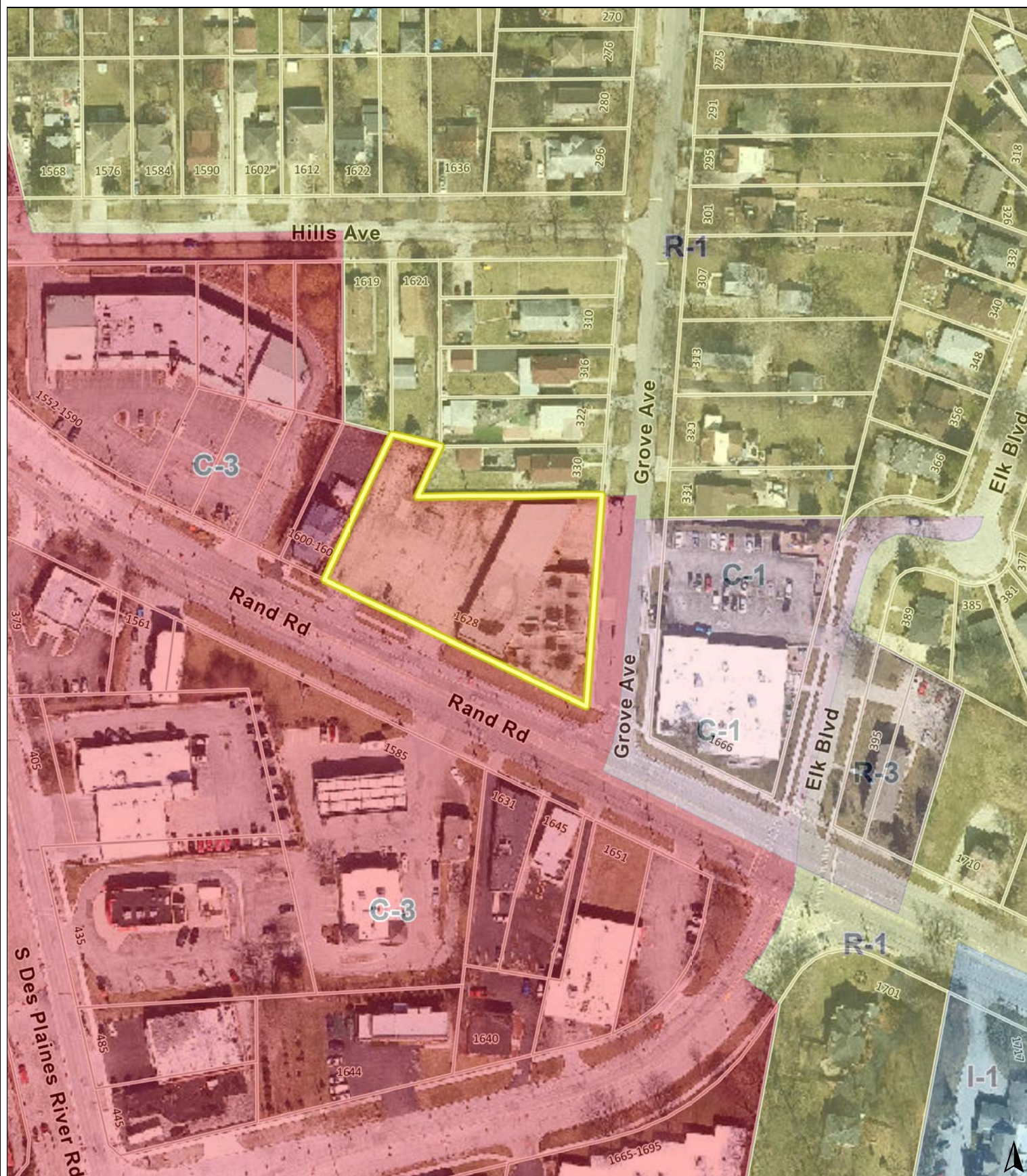
Attachment 6: Acting Chairman Saletnik Memo to Mayor and City Council

Attachment 7: Excerpt of Approved Minutes from the July 26, 2022 Planning and Zoning Board Meeting

**Ordinance Z-27-22**

Exhibit A: Sign Photos and Renderings





0 150 300  
ft

Print Date: 7/22/2022

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.





1628 Rand Rd – Public Notice & Front of Building



1628 Rand Rd – Looking Northwest at Parking Area & Pole Sign



1628 Rand Rd – Looking Northwest at Front of Building & Wall Sign 1



1628 Rand Rd – Looking Northeast at Front of Building & Wall Sign 2





## **PROJECT NARRATIVE**

The petitioner, Peter Topolewicz as Member of Art Investment LLC, owner of 1628 Rand Road, Des Plaines, IL 60016 and lessor to Granite Place & Quartz. LLC along with Cabinet Land Kitchen & Bath. Co is requesting an Amendment to the Conditional Use Permit to for a Trade Contractor use, at 1628 Rand Road, namely, Ordinance Z-36-21. Attached hereto as Exhibit A. The subject property is located within the C-3, General Commercial district and has been granted conditional use as a Trade Contractor is in the C-3 zoning district. The subject property contains a commercial building with an off-street surface parking area on the west side of the property and on-street parking area along Grove Avenue on the east side of the property as shown in the Plat of Survey (Attachment 3). The subject property is located along Rand Road at the northwest corner of the Rand Road/Grove Lane intersection. The subject property is currently accessed by three curb cuts, two off Rand Road and one off Grove Lane.

The existing one-story, 14,604-square foot building consists with two front customer entrances in the front and a separate shop area in the rear. The petitioner utilizes the front portion of the building as an office/showroom area and the rear portions of the building as a material warehouse and fabrication room based on the Site Plan (Attached hereto as Exhibit B). The petitioner's amendment proposal to Ordinance Z-36-21 does not include any changes to the building. The petitioner already added landscaping in front of the building and along Rand Road as per Ordinance Z-36-21 and Landscape Plan previously approved. In addition to the Village improvement requirements under Ordinance Z-36-21, Petitioner has made significant improvements to the exterior and interior of the property that has contributed to the beautification and increased safety for the residence of the surrounding area.

The property in question was previously vacant and abandoned for more than few years prior to Petitioner purchasing the property. Due to the improvements made by the Petitioner, including the 5-6 lights placed along the building on Rand Road, residence of the surrounding area have expressed their joy and gratitude that the area feels and appears much safer than when the building was held vacant and abandoned for years by the previous owner.

Attached as Exhibit C please find pictures of the property prior to Petitioners purchase and after. As may be noted from the pictures provided in Exhibit C, the property has undergone extreme renovations. One of the preeminent changes was the fencing around the property. As noted in the attached pictures, the property has been split off and separated into sections, including private and exclusive parking for customers. There is a separate section, closed off by a 8 foot fence for the business back yard, which has no access to the public nor views to the public or surrounding residence, thus creating no public nuisance. The back yard of the business is utilized for incoming and outgoing orders, for storage of business products and basic functioning of business orders. The current Ordinance Z-36-21 is written, namely Section 4. Conditions subparagraph C. 4, not only restricts the Petitioners ability to conduct regular/standard business but also places the current employees health and safety at risk as the current restrictions under Section 4. Conditions subparagraph C. 4 of the Z-36-21 Ordinance



limit what and how the employees may complete their job. As you are aware the finished product we produce such as, granite/quartz/marble and/or any stone are not light materials that may be moved easily from place to place. The unrealistic and unsafe restrictions referenced in Section 4. Conditions subparagraph C. 4 of Ordinance Z-36-21 are placing the employees of the Petitioner in an unhealthy and unsafe work environment, especially during the fall and winter seasons. The Petitioner should have access to their own, secured back yard to store business equipment as fits the time of the season and need of the business.

In order to continue to serve the residents of Des Plaines, ensure a safe working environment for the employees and continue to not be a nuisance to the surrounding residence, Ordinance Z-36-21 should be modified as follows: Section 4. Conditions subparagraph C. 4 shall be removed in its entirety. The restriction of Ordinance Z-36-21 Section 4. Conditions subparagraph C. 4, is an additional restriction specifically for this property.

As there is no restriction/ stipulation in the City code regarding back yard storage, the Amendment to Ordinance Z-36-21 Section 4. Conditions subparagraph C. 4 would be the best resolution for all parties involved, including the Village, Petitioner, future and current C-3 and the surrounding community and residence. However, if a Text Amendment is required (which should not be as this an addition instead of an amendment to the City Code), then Petitioner proposes the following addition (not per se amendment as back yards are not covered in the statute to 12-7.3 F.5 but an addition): the addition of subparagraph 5.d to the City Code is requested to 12.7.3 F12-7.3 .5 as follows: Back yard may be used for storage of finished products and/or fabricated products without limitation as long as the back yard is enclosed with 8 foot wooden fencing and does not create a health hazard to the surrounding residence.

Attached please find pictures of the property in question and the deplorable conditions it was held in for over numerous years along with pictures of the exterior renovations completed by the Petitioner to improve and beautify the property and the community. (Attached hereto as Exhibits C, D, and E). As may be observed, the property now functions as a modern and welcoming business that caters to the sale of kitchen cabinets, kitchen accessories and various types of counter tops, including but not limited to granite, marble, quartz and various stones.

More importantly, Exhibits D and E illustrate not only the improvements and beautification to the exterior of the property but also are an example and the reason for the signage variation request. As Exhibit D illustrates, the block windows were replaced with floor to ceiling windows. As Exhibit E illustrates, additional floor to ceiling windows were added to allow a more open, clear and welcoming building structure for the community as a whole, passing traffic (foot or automobile) and for patrons. The position of the signs illustrated in Exhibits D and E, although Exceed 125 sq ft around, make it clear that the signs may not be placed in the floor to ceiling windows (and would be more of a distraction to both drivers and pedestrians). Moreover, as Exhibits D and E illustrate, the way the signage are placed makes the property appear as two separate businesses instead on one continuing "obnoxious" flow of advertisement. Also please keep in mind, the signage is longer in length (as to the 125 sq ft) but short in width than most standard signs authorized by the Village Code.

Furthermore, as Exhibits D and E illustrate, the signage is not obstructive to traffic, roadway, pedestrians or residential owners. In fact, surrounding residence have expressed their gratitude and excitement regarding the tremendous improvements and how now they feel safer to walk to the local strip mall to contribute to local businesses more than in the past, namely due to the additional lighting installed by the Petitioner along Rand Road as illustrated in Exhibit D. The 5-6 lights added to the front of the building are also not a nuisance but actual contribute to the safety and productivity of the community, the residence and traffic on the adjacent roadways. Therefore, overall, the signage placed along the building, although slightly exceeds 125 sq ft, does not interfere with traffic or safety of the community, they in fact increase and contribute to the safety of both residents and commuters along Rand Road and should be approved as a variation by the Village Board.

In regards to the Electronic Message Board (EMB) signage variation request, attached please find Exhibit F for installation and specifications. Please note that the current signage post, height and dimensions that were previously approved by the Village and in place for numerous years will not change. The only difference in the signage will be whether it will be an electronic messaging board or bulb lighting. The Village code current states that EMB signs may not be placed within 250 feet of a residence. The only residence that may “potentially” be “affected” by the EMB sign is residence commonly known as 1600 Rand Rd., Des Plaines, IL 60016. As Exhibit G illustrates, the resident in question has its own very bright and illuminating sign in front of their own residence. Thus, the EMB will not have an impact on this particular resident.

Moreover, please see additional pictures included in Exhibit G that show that the EMB will not have an impact on any other surrounding residence as the EMB signage faces the traffic and main street of Rand Road horizontally and does NOT face vertically towards the residences located slightly outside the 250 feet requirement but also behind a 6-8 foot security fence. Any illumination from the EMB signage will not affect the surrounding residence in a negative way.

Also, please keep in mind that we may simply install plastic signage with high impact and illuminating light bulbs (which is not a violation nor requires a variation from the Village). However, as long standing residence of Des Plaines, we want our surrounding residence to be satisfied and to keep the Village thriving. Our EMB sign will do just that. Not only will the EMB sign reduce light nuisance to the surrounding residence, as the EMB sign automatically dim during certain hours but may be completely turned off during certain hours (unlike the standard bulb lighting currently authorized by the Village.)

It is also worth mentioning that the size of the sign is not in question, as the size will remain the same or slightly smaller, but whether it will be an EMB controlled lighting sign or a constant bulb sign that cannot be controlled and will create more of a nuisance to the surrounding residence. Please also keep in mind that this property was left abandoned, dark and unlit for multiple years and a “regular bulb lit sign” which is approved by the Village would actually create a bigger nuisance for the residence and for the traffic/roadway.

Overall, thank you for your time and consideration regarding the consideration of our Amendment to Current Conditional Use under Ordinance Z-36-21, potential Text Amendment (unless incorporated into Amendments requested in Ordinance Z-36-21) and Signage Variations. Please keep in mind all improvements made by Petitioner have been to enhance the safety, environment and productivity of the surrounding residence and the Des Plaines community as a whole.

CoList Broker:

Copyright 2022 MRED LLC - The accuracy of all information, regardless of source, including but not limited to square footages and lot sizes, is deemed reliable but not guaranteed and should be personally verified through personal inspection by and/or with the appropriate professionals. NOTICE: Many homes contain recording devices, and buyers should be aware that they may be recorded during a showing.

MLS



COMMUNITY AND ECONOMIC DEVELOPMENT

1420 Miner Street  
Des Plaines, IL 60016  
P: 847.391.5306  
desplaines.org

## 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.

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.**

Variation to allow an EMB sign located less than 250 feet from a residence. The proposed EMB sign will remain in the same position and location as the previous non EMB sign. The height and size of the previously sign which is approved by the Village will not increase and will actually be more beneficial to surrounding residents as the previous approved sign (same size and dimensions) used regular bulbs that were constantly bright and did not dim. Please see Exhibit G attached to the Narrative which illustrates the current size and the proposed sign. The proposed EMB sign, although within roughly 180 sq ft of the nearest residence, the sign will be able to be controlled electronically, dimmed during certain time nightfall and completely turned off during certain hours. The type of stock and inventory Petitioner holds requires constant updates on sales/promotions and updates in the industry; creating a hardship by limiting the type of sign allowed for advertiser.

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.**

Requesting to allow the EMB portion to be 100% of the pole sign area. It would be a hardship to not have a 100% EMB sign as it would hinder visibility of the content being advertised (including the business and the product) to traffic along the main road. EMB signs are now the common signs used by most industries; it would hinder and harm Petitioners business to use an out dated sign that is static in any percentage. Moreover, the cost and restructuring of the sign to be 50% static would be an enormous financial hardship of the Petitioner. 50% EMB and 50% static signs are not common and are basically two separate signs.

Please note that the current signage post, height and dimensions that were previously approved by the Village and in place for numerous years will not change. The only difference in the signage will be whether it will be an electronic messaging board or bulb lighting. The Village code current states that EMB signs may not be placed within 250 feet of a residence. Please see additional pictures included in Exhibit G that show that the MB will not have an impact on any other surrounding residence as the EMB signage faces the traffic and main street of Rand Road horizontally and does NOT face vertically towards the residences located slightly outside the 250 feet requirement but also behind a 6-8 foot security fence. Any illumination from the EMB signage will not affect the surrounding residence in a negative way. Also, please keep in mind that we may simply install static signage with high impact and illuminating light bulbs (which is not a violation nor requires a variation from the Village). However, as long standing residence of Des Plaines, we want our surrounding residence to be satisfied and to keep the Village thriving. Our EMB sign will do just that. Not only will the EMB sign reduce light nuisance to the surrounding residence, as the EMB sign automatically dim during certain hours but may be completely turned off during certain hours (unlike the standard bulb lighting currently authorized by the Village.)

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.**

The proposed EMB sign will remain in the same position and location as the previous non EMB sign. The height and size of the previously sign which is approved by the Village will not increase and will actually be more beneficial to surrounding residents as the previous approved sign (same size and dimensions) used regular bulbs that were constantly bright and did not dim. Please see Exhibit G attached to the Narrative which illustrates the current size and the proposed sign. The proposed EMB sign, although within roughly 180 sq ft of the nearest residence, the sign will be able to be controlled electronically, dimmed during certain time nightfall and completely turned off during certain hours.

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.**

The proposed sign will have less of an impact on the surrounding residence and the community than the current "approved" sign by the Village. The Petition would be deprived of rights provided to other commercial businesses in Des Plaines to advertise his business and products.

- 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.**

The proposed sign is already utilized and permitted for other businesses throughout the Village, including within 250 sq feet from residence. One prime example is the Villages own sign, which the Village should be held to at least the same standards as all other residence of Des Plaines, if not higher. The proposed sign will have less of an impact on the surrounding residence and the community than the current "approved" sign by the Village. The Petition would be deprived of rights provided to other commercial bsuniesses in Des Plaines to advertise his business and products.

- 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.**

Please see response to paragraphs 1-5 above

- 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.**

The other remedy, which is per the Village code currently, will be more of a distraction to the surrounding residence within 250 of the sign and the oncoming traffic.

- 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.**

Yes, due to the positioning of the EMB sign and layout of the building the signage is the minimum needed to alleviate the hardship.





July 27, 2022

Mayor Goczkowski and Des Plaines City Council  
CITY OF DES PLAINES

**Subject:** Planning and Zoning Board, 1628 Rand Road, Case 22-024-TA-CU-V, 1<sup>st</sup> Ward  
**RE:** Consideration of Requests for Text Amendment, Conditional Use Amendment, and Major Variations

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) held a public hearing on July 26, 2022 for requests associated with an existing trade contractor use located at 1628 Rand Road. Petitioners, Granite Place & Quartz, LLC and Cabinet Land Kitchen & Bath Corporation, are requesting the following: (i) a text amendment to Section 12-7-3.F.5 of the Zoning Ordinance to allow the outdoor display of finished products in the C-3 General Commercial district where such outdoor displays are not currently allowed; (ii) an amendment to the existing Conditional Use permit for a trade contractor use at 1628 Rand Road to allow the outdoor display of finished products on the subject property; (iii) a Major Variation from Section 12-11-6.B to allow a total wall sign area for a single building of 236 square feet, where the maximum is 125 square feet; (iv) a Major Variation from Section 12-11-6.B to allow an electronic message board (EMB) sign located approximately 189.5 feet away from a residence in the R-1 district, where a minimum 250 feet is required; and (v) a Major Variation from Section 12-11-6.B to allow an EMB sign to cover 100 percent of the total pole sign area, where a maximum 50 percent of a pole sign is permitted to be an EMB.

Written summaries of the petitioner's and staff's presentations; evidence presented and public comment offered; Board discussion and votes are included in the Board's meeting minutes from the July 26 PZB meeting. Ultimately, the Board considered the evidence presented and the statements in the case materials for each of the five requests individually. The first was in regard to the text amendment to allow outdoor displays of finished products. While the language and scope of the presented text amendment focused around finish product displays, the petitioners expressed interest in an allowance for storage of products as well. The conversation between staff, the petitioners, and the PZB led into a discussion of necessary revisions to the proposed text amendment to capture both requests of the petitioners. The end result yielded language changes and additions to the proposed text amendment to allow both outdoor storage and outdoor displays of products for trade contractor uses pursuant to a conditional use permit and certain conditions and restrictions. The PZB voted 4-0 to recommend approval of the text amendment as revised.

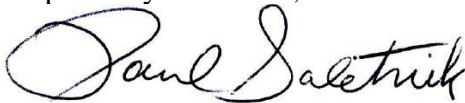
The PZB then considered the proposed amendment to the existing conditional use—which currently prohibits outdoor displays and storage of any kind on the subject property—along with the recommended conditions from staff. A discussion occurred over the proposed location of the outdoor display/storage area on the subject property as this was not identified on the Site Plan provided by the petitioners. The petitioners confirmed that all products displayed outside would be within a fenced in area out of view from surrounding properties. The PZB determined that if the products were displayed/stored in an enclosed space on the subject property, that the specific area did not need to be identified and that the recommended condition requiring this to be labeled on the Site Plan was unnecessary. Ultimately, the PZB retained one of the four recommended conditions from staff—requiring all proposed improvements to be in full compliance with all applicable code and ordinances—in their 4-0 vote to recommend approval of the Conditional Use Amendment.

The PZB considered the major variation requests regarding signs through a review of existing code regulations from staff and hearing testimony from the petitioners, starting with the request to allow 236-square feet of building sign area where a maximum of 125-square feet is allowed. The PZB considered how the installed wall sign could be altered to meet the requirements and the rationale for size of the two installed wall signs, especially the wrap around sign fronting Rand Road and Groove Avenue. Ultimately, the PZB voted 3-0 to recommend approval of the major variation request for building sign area.

The second variation is related to the required setback of the proposed electronic message board (EMB) sign on the existing pole sign located on the subject property. The PZB considered alternative placements of the pole sign—currently setback approximately 189.5-feet from the nearest residence—to meet the minimum 250-foot-setback requirement and heard testimony from a resident who had concerns about seeing the EMB sign from her rear yard. Based on the findings that the pole sign faces are directed east and west and the impacted properties are located north, the PZB determined that the proposed EMB sign would not negatively impact surrounding residences and voted 4-0 to recommend approval of the variation request for the EMB sign setback.

The third variation is related to the total area of the proposed EMB sign in proportion to the total pole sign area. Staff, PZB members, and the petitioner discussed in the differences between static sign and EMB sign in relation to their characteristics and potential effect on motorists, pedestrians, and residents. Some concerns were expressed regarding the potential adverse effects of a pole sign with 100-percent EMB and if the subject property was unique as compared to other commercial properties in Des Plaines to warrant such a request. Ultimately, the PZB voted 2-2 on a motion to recommend approval of the EMB sign area request. However, per the City Code (2-2-3.D: Necessary Vote), this outcome does not amount to an affirmative vote of a majority of the appointed members and is therefore a *recommendation to deny* the requested EMB sign area request. However, pursuant to the Zoning Ordinance (12-3-7.D.4: Action by City Council), the Council has the final authority on the request.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Paul Saletnik". The signature is fluid and cursive, with the first name "Paul" and last name "Saletnik" clearly distinguishable.

Paul Saletnik,  
Des Plaines Planning and Zoning Board, Acting Chairman

Cc: City Officials/Aldermen

**DES PLAINES PLANNING AND ZONING BOARD MEETING****July 26, 2022****MINUTES**

The Des Plaines Planning and Zoning Board held its regularly scheduled meeting on Tuesday, July 26, 2022, at 7:00 p.m. in Room 102 of the Des Plaines Civic Center.

Vice Chair Saletnik participated by telephone and read the following statement:

Pursuant to the emergency procedures of the Open Meetings Act, the Vice Chair declares that a “bona fide” emergency exists because of a recent COVID-19 diagnosis of one of the Public Body members necessary to establish a quorum. As a result, this meeting is being conducted in person and remotely. The meeting venue will accommodate remote participation such that all discussion and votes may be heard by both in-person and remote participants. All votes this evening will be taken by roll call. The City has made all reasonable efforts to publicize this declaration.

Vice Chair Saletnik called the meeting to order at 7:02 p.m. and roll call was established.

PRESENT: Weaver, Veremis, Hofherr, Saletnik (phone)

ABSENT: Szabo, Weaver, Fowler, Catalano

ALSO PRESENT: John Carlisle, AICP, Director of Community & Economic Development  
Jonathan Stytz, AICP, Senior Planner  
Laura Fast/Deputy Clerk, Recording Secretary

A quorum was present.

Vice Chair Saletnik requested a nomination to appoint a Chairman Pro-Tem for this evening’s meeting.

**A motion was made by Board Member Weaver, seconded by Board Member Hofherr to appoint Member Veremis as the Chairman Pro-Tem for this evening’s meeting.**

AYES: Weaver, Veremis, Saletnik, Hofherr

NAYES: None

ABSTAIN: None

**APPROVAL OF MINUTES**

**A motion was made by Board Member Hofherr, seconded by Board Member Weaver to approve the meeting minutes of June 14, 2022.**

AYES: Weaver, Veremis, Saletnik, Hofherr

NAYES: None

ABSTAIN: None



**A motion was made by Board Member Hofherr, seconded by Board Member Veremis to approve the meeting minutes of June 28, 2022.**

**AYES:** Veremis, Saletnik, Hofherr

**NAYES:** None

**ABSTAIN:** Weaver

**PUBLIC COMMENT ON NON-AGENDA ITEM.**

There was no public comment.

**Pending Applications**

**1. Address:** 1628 Rand Avenue

**Case Number:** 22-024-TA-CU-V

The petitioner requests the following items: (i) a text amendment to Section 12-7-3.F.5 to allow the outdoor display of finished products in the C-3 General Commercial district where such outdoor displays are not currently allowed; (ii) an amendment to the existing Conditional Use permit for a trade contractor use at 1628 Rand Road to allow the outdoor display of finished products on the subject property; (iii) a Major Variation from Section 12-11-6.B to allow a total wall sign area for a single building of 236 square feet, where the maximum is 125 square feet; (iv) a Major Variation from Section 12-11-6.B to allow an electronic message board (EMB) sign located approximately 189.5 feet away from a residence in the R-1 district, where a minimum 250 feet is required; (v) a Major Variation from Section 12-11-6.B to allow an EMB sign to cover 100 percent of the total pole sign area, where a maximum 50 percent of a pole sign is permitted to be an EMB.

**PIN:** 09-16-104-022-0000

**Petitioner:** Granite Place & Quartz, LLC and  
Cabinet Land Kitchen & Bath Corporation,  
2020 Berry Lane, Des Plaines, IL 60018

**Case Number:** #22-024-TA-CU-V

**Ward Number:** #1, Alderman Mark Lysakowski

**Existing Zoning:** C-3, General Commercial District

**Surrounding Zoning:** North: R-1, Single-Family Residential district  
South: C-3, General Commercial district  
East: C-1, Neighborhood Shopping district  
West: C-3, General Commercial district

**Surrounding Land Uses:** North: Single-family detached homes  
South: Fuel Station/Dentist Office/Vacant Building  
East: Office Building  
West: Religious Institution

**Street Classification:** Rand Road is a minor arterial and Grove Avenue is a local street.

**Comprehensive Plan:** The Comprehensive Plan illustrates the property as commercial

**Property/Zoning History:** Based on City records, the subject property was annexed into the City in 1965. A conditional use was approved in 2021 through Ordinance Z-36-21 to permit a trade contractor use at this address. Since then, there have been code enforcement warnings issued to this property for outdoor storage and various work done without permits, including, but not limited to, the installation of fencing, awning, signs, and parking lot paving and stripping. However, the applicant has been working with the City to resolve outstanding issues and to address the outstanding code violations. This application is part of the resolution.

### **TEXT AMENDMENT**

**Project Description:** The Zoning Ordinance currently does not allow outdoor storage or display in the C-3 General Commercial district, in particular for the types of products that might be displayed by a trade contractor. Thus, the first portion of the petitioner's proposal consists of the attached Proposed Text Amendment to Section 12-7-3.F.5 of the Zoning Ordinance under Standards for Site Plan Review to allow for the display of finished products and fabricated goods on a C-3-zoned property. The petitioner has worked diligently with staff to construct these text amendments in an effort to make outdoor display areas an impactful improvement to trade contractor properties on C-3-zoned properties throughout the City while also ensuring it is designed appropriately to meet the overarching principals of the Zoning Ordinance.

First, the proposed text amendment limits the allowance of outdoor display areas to trade contractor uses with an active business license and a conditional use permit. Since trade contractor uses are only permitted in the C-3 district through a conditional use permit, this would require businesses classified as trade contractor uses (who are interested in installing outdoor displays on their site) to indicate on the proposed Site Plan the location, quantity, and type of outdoor display on a given C-3-zoned property and allow decision makers to determine the practicality and scale of outdoor display areas based on the property's development, size, location, etc. In addition, outdoor displays on properties with a trade contractor use would be governed by certain general conditions and restrictions—beyond the conditions in a conditional use ordinance—related to location, height, screening, and type of outdoor displays, to ensure that they do not create adverse effects on the subject property or surrounding properties. Outdoor displays would be required on dust-free hard surfaces and would not be permitted within required yards in an effort to prevent outdoor displays from being directly at property lines of neighboring properties.

Moreover, outdoor displays would be limited to eight in height and required to be fully screened by an eight-foot-tall, opaque fence to reduce adverse impacts from neighboring properties, especially when the subject property abuts a residential district. As Section 12-7-3.F.5 already requires properties in the C-3 zoning district to install eight-foot-tall fencing on property lines abutting residential districts, this regulation would be consistent with the intent of the Zoning Ordinance. Finally, the type of outdoor display materials would be regulated to allow only prefabricated finished products to be displayed and prohibiting raw materials or any other materials utilized for the manufacturing, processing or assembly of products from being located outside. The intent is to distinguish "outdoor display" from "open storage," which is currently only possible in the M-2 General Manufacturing District (see Section 12-7-4). The attached Proposed Text Amendment provides all suggested changes for the allowance of outdoor displays.

**CONDITIONAL USE AMENDMENT**

**Project Description:** The following description and analysis assumes approval of the requested amendments as submitted.

The petitioner is requesting an amendment to the existing Conditional Use permit approved in 2021 through Ordinance Z-36-21, which allowed a trade contractor use to operate on subject property. The requested amended approval would remove the condition prohibiting the outdoor storage of fabricated goods on the property. However, if the proposed text amendment is approved, the petitioner proposes to utilize an outdoor portion of the subject property for storage of business products, processing business orders, and as a staging area for incoming and outgoing orders. The attached Site Plan, which was recently approved through a building permit in February 2022, does not specifically identify the area(s) intended for the outdoor display or storage of finished products for this use. Thus, staff recommends a condition that the Site Plan is revised to identify the area(s) on site designed for this purpose prior to the City Council meeting for additional clarity. Because the petitioner's request may differ from staff's recommendation, it is important the Board ask the petitioner to explain clearly what they want to do and why they would not want to be bound to a specific location on site and quantity of outdoor display. It is also important to note that the existing conditions on site do not match the improvements provided on the approved building permit Site Plan. Consequently, staff has added a separate condition that the improvements shown on the approved Site Plan are installed on the subject property if the conditional use amendment is approved.

**VARIATIONS**

**Request Summary:** The petitioner's project narrative requests several variations related to signs. The first variation relates to total wall sign area, specifically wall signs totaling 236 square feet in area, that have been installed without a permit and exceed the maximum sign area allowed for the entire building.

Pursuant to Section 12-11-6.B of the Zoning Ordinance: *"The total sign area (including the area of any awning or canopy signs) permitted on any street facing elevation shall not exceed 3 sq. ft. per linear foot of horizontal building face. The total sign area (including the area of any awning or canopy signs) permitted on an entire building (including all elevations) shall not exceed 125 sq. ft. unless such building is a shopping center or office building containing three or more businesses."*

As the existing building does not meet the definition of a shopping center – at least three tenant spaces are required – or office building, it is limited to a total of 125 square feet for the entire building (including all elevations). The petitioner's request to allow almost double the sign area does not meet the sign code requirements and requires a major variation.

The other two variation requests relate to an existing pole sign structure along the southern property line near the southwest corner of the property and at the Rand Road frontage. There is currently no sign installed on the existing pole but rather the framing of the pole sign structure with exposed electrical and internal sign cabinet components. Nonetheless, the petitioner intends to repurpose this pole sign structure with a new electronic message board (EMB) sign. EMB signs and regulations are discussed in Sections 12-11-5.G and 12- 11-6.B of the Zoning Ordinance. However, the two EMB sign regulations in conflict with the petitioner's proposal are noted below pursuant to Section 12- 11-6.B:

1. Location: The animated face of an electronic message board sign shall be a minimum of 250 feet away from a residence in the R-1, R-2, and R-3 Residential Districts and shall be arranged to prevent direct glare onto any adjacent properties.
2. Electronic message boards shall not exceed 50% of the total sign area.

As the existing pole sign structure is located approximately 189.5 feet from the nearest residence in the R-1 district, just north of the subject property, it does not meet the minimum setback distance required. Moreover, the petitioner's proposal includes an EMB that would equal 100 percent of the pole sign area, double the 50 percent maximum sign area permitted for EMBs in pole signs. As such, two separate major variation requests are necessary for the EMB sign setback distance and area in relation to the total pole sign area.

The petitioner's requested variations are summarized in the table below.

Regulation Type	Requirements	Proposal
Total sign area (wall, awning, and canopy signs) allowed for Entire Building	125 sq. ft. maximum	236 sq. ft.
Setback Distance for EMB signs from a residence in the R-1, R-2, and R-3 districts	250 feet minimum	189.50 feet
Area allowed for EMB portion for Pole Signs (%)	50% maximum	100%

#### **Standards for Text Amendment:**

The following is a discussion of standards for zoning amendments from Section 12-3-7(E) of the Zoning Ordinance. Rationale for how the proposed amendments would satisfy the standards is provided. The PZB may use this rationale to adopt findings of fact, or the Board may make up its own. See also the petitioner's responses to standards.

1. Whether the proposed amendment is consistent with the goals, objectives, and policies of the comprehensive plan, as adopted and amended from time to time by the City Council;

*Comment:* The 2019 Comprehensive Plan identifies restrictions on the permanent sale or display of merchandise for C-3-zoned properties, so the proposed text amendment could be utilized to build off this allowance and further clarify the use of merchandise displays for these properties. The proposed text amendment provides an allowance for trade contractor uses that have products to display but do not necessarily have the indoor space to display their products. This allowance lessens restrictions for these types of uses in an effort to support existing trade contractor uses and foster a more business-friendly environment.

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

2. Whether the proposed amendment is compatible with current conditions and the overall character of existing development;

*Comment:* Amending the regulations to allow outdoor displays of finished products would be compatible with current conditions across the City, as many trade contractor uses and similar uses in the C-3 district have showrooms where finished products are on display for purchase. This allowance is tailored for trade contractor uses and specifically restricted in order to be consistent with the character of area for which the property is located in.

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

3. Whether the proposed amendment is appropriate considering the adequacy of public facilities and services available to this subject property;

Comment: The proposed amendments are not anticipated to impact public facilities and available services but rather enhance existing trade contractor uses in Des Plaines. This new allowance may also result in the rendition of new trade contractor uses that can, in return, provide additional services to residents.

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

4. Whether the proposed amendment will have an adverse effect on the value of properties throughout the jurisdiction; and

Comment: All proposed amendments as written for a specific use with specific restrictions is meant to complement existing properties and be design in a way to have little to no adverse effect on property values throughout the City. All outdoor displays will be screened from all property lines and positioned away from property lines to be less noticeable and less likely to impact neighboring property values.

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

5. Whether the proposed amendment reflects responsible standards for development and growth.

Comment: The proposed text amendments work toward responsible standards for development and growth by addressing concerns of existing trade contractors and, in return, allowing them to provide additional services to residents. The new allowance attempts to provide a balance between trade contractor needs and the City's desire to foster a business-friendly environment.

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

**Conditional Use Findings:** Conditional Use requests are subject to the standards set forth in Section 12-3-4(E) of the Des Plaines Zoning Ordinance. The petitioner seeks to amend the existing conditional use for the sole purpose of striking a condition in the conditional use prohibiting the storage or display of finished products on the subject property. If this conditional use amendment is denied, the petitioner will not lose the entitlement of Ordinance Z-36-21 but will be required to continue to adhere to all the conditions, notably the prohibition of storing or displaying any materials, including their fabricated and finished products.

The petitioner's rationale for how the conditional use amendment would satisfy each of the standards is attached. The PZB may use this rationale to adopt findings of fact, or the Board may make up its own. The standards that should serve as the basis of findings are the following:

1. The proposed conditional use is in fact a conditional use established within the specific zoning district involved;

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

2. The proposed conditional use is in accordance with the objectives of the city's comprehensive plan and this title;

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

3. The proposed conditional use is designed, constructed, operated, and maintained so as to be harmonious and character of the general vicinity;

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

4. The proposed conditional use is not hazardous or disturbing to existing neighboring uses;

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

5. The proposed conditional use is to be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or the persons or agencies responsible for establishment of the proposed conditional use shall provide adequately any such services;

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

6. The proposed conditional use does not create excessive additional requirements at public expense for public facilities and services and not be detrimental to the economic welfare of the community;

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

7. The proposed conditional use does not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors;

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

8. The proposed conditional use provides vehicular access to the property designed that does not create an interference with traffic on surrounding public thoroughfares;

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

9. The proposed conditional use does not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance; and

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

10. The proposed conditional use complies with all additional regulations in this title specific to the conditional use requested.

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

**Variation Standards:** Variation requests are subject to the standards set forth in Section 12-3-6(H) of the Zoning Ordinance. Staff has the following individual comments for each variation request based on the standards. The PZB may use staff comments, the petitioner's response, or state their own comments as rationale for their decision.

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.

*a. Comment:* Staff does not see a hardship or practical difficulty preventing the petitioner from complying with the maximum total building sign area requirements for several reasons. First, the subject property is located on a corner and fronts two separate streets, allowing additional visibility than interior lots. Wall signs on street-facing elevations are allowed an area of up to three square feet of sign area per linear foot of building frontage provided that the total sign area does not exceed 125 square feet for the entire building (all elevations). Furthermore, the maximum 125-square-foot sign area restriction for the entire building is more than sufficient to advertise all aspects of the business activity on site, allowing for up to two wall signs on street-facing elevations (this building fronts two streets and is allowed up to four building signs). Finally, the wrap-around sign straddling two building elevations is not consistent with existing signs in Des Plaines or the character of the area.

b. Some argument could be made for the requested EMB sign distance-from-residential variation, as the sign faces would face Rand Road, not the residences within 250 feet of the EMB sign. The pole sign could be relocated, but given the property characteristics, it may be difficult for the property owner to meet the minimum setback distance for EMB sign given the property's close proximity to the R-1 district.

c. Staff does not see any hardship or practical difficulty regarding the adherence of the maximum EMB sign area regulation, which restricts the EMB portion of the sign to 50 percent of the total sign area. While the petitioner is attempting to repurpose an existing pole sign structure, there is opportunity to install a smaller EMB portion than what is proposed to effectively advertise the property and still meet the code requirement. As the petitioner has not provided an adequate description of this request or justification on how this variation request meets the standards, this request appears to merely be a convenience for the property owner, not a hardship.

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

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.

*a. Comment:* The lot is irregular in shape, which forms some basis for the EMB-distance request; perhaps if the lot were more regularly shaped at its north end, sufficient distance would be present. Further, the sign frieze of the single-story building is "tight" in the sense that it does not seem to provide a lot of opportunity for traditional commercial wall signs (e.g. channel letter signs, box signs).



b. On the other hand, as the building has a large frontage on two separate streets, its visibility from the street is larger than it would be for many other properties in Des Plaines. In fact, many properties in the C-3 zoning district are smaller in size than the subject property and only front one street so the subject property's size and positioning is more of an advantage than a detriment or unique physical condition as compared to other C-3-zoned lots in Des Plaines. In particular, a sign that is half EMB, half static panel would seem to be quite visible from Rand Road. The Board may wish to ask the petitioner to explain why the sign must be 100% EMB based on uniqueness of the lot, the Rand Road frontage, or any issue.

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

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.

a. Comment: While the subject property's location, size, and development may not be a result of any action or inaction of the property owner, the subject property was purchased with these attributes and conditions being pre-existing. The wall signs that are the subject of the variation request to allow 236 square feet of sign area where a maximum of 125 square feet is allowed were installed on the building without proper permitting. Thus, this variation request is the direct result of an action of the property owner who wishes to keep the wall signs already installed on the structure for convenience and additional advertising purposes. In addition, the large building frontage and existing pole sign structure alone provide more than adequate advertising potential for this property within the confines of the Zoning Ordinance.

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

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.

a. Comment: Staff's review has concluded that carrying out the strict letter of this code for signage does not deprive the property owners of substantial rights. First, there is ample room on site and allowances in the Zoning Ordinance to allow adequate advertising of the site, arguably more than other C-3-zoned properties in this area. Second, there are other C-3-zoned properties that are close to or directly abut R-1, R-2, and R-3 residential districts, limiting their ability to install an EMB sign. Finally, while EMB signs are prevalent in Des Plaines the request for a 100% EMB sign is not. In staff's opinion, restricting the property owner to applicable code requirements for all three sign-related variation requests does not infringe on the property owner's ability to advertise their business as other businesses are also restricted to these same regulations.

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

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.

a. Comment: The approval of any of the wall sign and 100%-EMB variations would result in signage that is not consistent with the character of the area or the intention of the Zoning Ordinance. As the purpose of the sign rules is to allow a balanced amount of advertising for all businesses, the approval of the excessive signage proposed in this application, would not meet this intention. The Board may consider whether all of the signage together goes beyond getting motorists attention to being distracting.

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

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 from which a variation is sought were enacted or the general purpose and intent of the comprehensive plan.

a. Comment: On one hand, the property owner has made substantial improvements to the site that match the type of development the Zoning Ordinance and Comprehensive Plan want to encourage. The investment has been substantial and now a new business exists on a previously vacant site, generating tax revenue and improving the Rand corridor overall. For this, the petitioner is worthy of praise.

b. However, the proposed signage, some of which was already installed without permits, may actually detract from this investment. In fact, it seems in conflict with the Zoning Ordinance intentions to: (i) provide reasonable yet appropriate conditions for identifying businesses and services rendered in commercial, institutional, and industrial areas (the proposal represents an overabundance of signage that is more excessive and incongruous with surrounding development than attractive in appearance); and (ii) reduce traffic hazards by restricting signs and lights which exceed a viewer's capacity to receive information or which increases the potential for accidents created by signage which distracts or obstructs a viewer's vision (the EMB sign comprising the entire sign face in and of itself would be a direct distraction and safety hazard for motorists and pedestrians alike).

c. For these reasons, there are reasonable options for redesigning or reducing the proposed signage – the wall signage down from 236 square feet and the pole sign at less than 100% of the sign panel – to effectively advertise the site without needing relief from three separate sign regulations.

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

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.

a. Comment: There are multiple alternatives to the sign-related variations requested by the petitioner. As mentioned above, the code allows street-facing wall signs an area of up three- square feet of area for every linear foot of building frontage, provided that the total sign area does not

exceed 125 square feet. The fact that the building fronts two streets and is larger in size, the available sign area allowed for this property is the maximum 125-square-foot sign permitted by code and can be split up across multiple building elevations providing additional visibility. It is also important to note that EMB signs are a convenience—not a necessity—to effectively advertise a site, meaning that a 100% static sign or 50% static sign with a 50% EMB sign would still provide the adequate identification, advertising, and communication within the community. The Board may wish to ask the petitioner to explain if they have explored or implemented alternatives to reduce the existing wall signage and repurpose or replace the pole sign structure.

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

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.

a. Comment: Regarding the EMB distance from residential, the relief is minimal in staff's opinion. However, the wall sign area and EMB percentage requests may exceed the minimum relief needed. The petitioner could consider the multiple alternatives to redesign the proposed signage to provide advertising that is tasteful, balanced, and better aligns with the principals of the Zoning Ordinance.

b. For this reason, the Board may consider that it under Section 12-3-6.I, "The reviewing authority may grant variations less than or different from that requested when the record supports the applicant's right to some relief but not to the entire relief requested."

PZB Additions or Modifications (if necessary): \_\_\_\_\_.

**PZB Procedure and Recommended Conditions:** Under Section 12-3-4.F of the Zoning Ordinance (Conditional Uses), Section 12-3-6.G of the Zoning Ordinance (Major Variations), and Section 12-3-7 of the Zoning Ordinance (Amendments), the PZB has the authority to recommend approval, approval subject to conditions, or denial the requests. The City Council has the final authority.

The decision should be based on review of the information presented by the applicant and the standards and conditions met by Section 12-3-4.E (Standards for Conditional Uses), Section 12-3-6.H of the Zoning Ordinance (Standards for Variations), and Section 12-3-7.E. of the Zoning Ordinance (Findings of Fact for Amendments) as outlined in the Zoning Ordinance. The PZB should take two motions to consider each request individually. First, the Board should consider the text amendments, which may be recommended for approval as submitted, approval as revised, or denial.

Second, based on the outcome of the first motion, the Board can consider a recommendation regarding the conditional use request. Third, the Board can take a motion on its recommendation regarding the variation requests; these are not connected to the text amendment and can be considered regardless of its outcome.

Should the PZB recommend approval or approval with modifications of the conditional use and major variations, staff suggests the following conditions:

Recommended Conditions of Approval:

1. The petitioner shall implement all site improvements shown on the approved Site Plan attached with permit #2021-07000329 approved on February 22, 2022.
2. The petitioner shall add to the site plan to show and label how much/how many products will be displayed outdoors and within which area(s) of the site, prior to consideration of the City Council.
3. The required 3-foot-wide landscape bed, populated with shrubs and perennials, shall be installed around the base of the new EMB pole sign and maintained in accordance with all applicable City of Des Plaines codes.
4. All proposed improvements and modifications shall be in full compliance with all applicable codes and ordinances. Drawings may have to be modified to comply with current codes and ordinances.

Chair Veremis swore in Petitioner Urszula Topolewicz, 2020 Berry Lane, Des Plaines, IL 60018.

Chair Veremis swore in the Petitioner's Attorney for Art Investment, LLC, Joanna Klimek, 6444 N Milwaukee, Chicago, IL 60631.

Attorney Klimek explained that the petitioners previous conditional use agreement stated that there would be no outdoor storage. The outdoor area is used for storage and display of granite and is an essential part of their business. It is not possible to store all the product inside. The petitioner received a violation for storing racks outside and is therefore seeking a text amendment to allow this on site.

Board Member Hofherr expressed his concern that violations have been issued to the business.

Chair Veremis asked the petitioner if she was aware of the conditional use previously agreed to regarding outdoor storage.

Petitioner Topolewicz stated that she was not represented during the last conditional use hearing and did not understand the restrictions. At their previous business location in Schiller Park there were no restrictions. The property has been significantly improved. The reason that they are seeking a text amendment is to have flexibility to relocate the racks where they need to around the lot. Sometimes product comes in and is not unloaded right away.

Chair Veremis swore in Petitioner Peter Topolewicz, 2020 Berry Lane, Des Plaines, IL 60018.

Petitioner Topolewicz stated that he installed an eight (8) foot fence around the parking lot with a gate. The entire area is restricted from the view of the public. Mr. Topolewicz stated that the parking lot will be paved and possibly a loading dock will be added in the future.

Member Saletnik stated that he does not want product stored all over the lot where it can be seen from the street.

Senior Planner Stytz reviewed the proposed text amendments that would allow this use and yet tailor the amendments to place restrictions on certain types of uses.

Community Development Director Carlisle explained that outdoor storage is not allowed in the C-3 district therefore, a text amendment is required.

Discussion ensued whether the outdoor product should be classified as storage or display.

Petitioner Topolewicz explained that all polishing, cutting, and fabrication is done indoors.

Member Weaver agreed to the outdoor storage if it was temporary.

Member Saletnik requested that a site plan should be provided that designates areas where items will be stored.

Attorney Klimek stated that they don't want restrictions as to where items are stored. During different times of the year items are stored differently.

Community Development Director Carlisle amended the proposed language to replace "outdoor display of finished products" to "outdoor storage and display of finished products." The amendment was read aloud.

**A motion was made by Board Member Weaver, seconded by Board Member Saletnik to approve a revised zoning text amendment, as read by Community Development Director Carlisle, to allow the outdoor storage and display of finished products on the subject property.**

AYES: Weaver, Veremis, Saletnik, Hofherr

NAYES: None

ABSTAIN: None

**\*\*\*MOTION CARRIES UNANIMOUSLY \*\*\***

Senior Planner Stytz reviewed the petitioners request for an amendment to the existing conditional use permit for a trade contractor use to allow the outdoor display of finished products on the subject property.

Member Saletnik requested a revised site plan.

Attorney Klimek stated that a specific site plan is difficult because items are stored in different locations as product is delivered.

Members agreed that if all product is behind the fence a site plan is not necessary.

Member Weaver proposed to approve the conditional use amendment with only condition number four (4) as a condition of approval.

Community Development Director Carlisle stated that condition number one (1) is to reinforce fulfilling the building permit; however, fulfilling the project can still be enforced and the condition is not necessary.

**A motion was made by Board Member Weaver, seconded by Board Member Saletnik to approve the conditional use with condition number four and to remove the condition of prohibiting outdoor storage.**

AYES: Weaver, Veremis, Saletnik, Hofherr

NAYES: None

ABSTAIN: None

**\*\*\*MOTION CARRIES UNANIMOUSLY \*\*\***

Senior Planner Stytz reviewed the petitioners request for several variations related to signs.

Attorney Klimek explained that one building houses two businesses and the building fronts two streets. The wrap around sign is completely on the fascia board and totals 236 sq ft. There is a stand-alone sign on the Rand Street side and an existing pole and frame that the petitioner would like to use for an electronic message board.

Member Weaver expressed his concern that the variance is for almost twice the size of the City's requirement of a maximum sign requirement of 125 sq ft.

Chair Veremis would support the variance because of the uniqueness of two businesses in one building and fronting two streets.

Chair Veremis reviewed the petitioners request for a variance to operate an electronic message board sign approximately 189.5 feet from the nearest residence when the City code requires a minimum of 250 feet. The petitioner is also requesting an electronic message board when the City Code required that the sign electronic message board shall not exceed 50% of the total sign area.

Attorney Klimek explained that the electronic message board can be dimmed or shut-off at night and controlled better than a static sign.

Pam Kroschel, 310 Grove, Des Plaines, IL 60016 was sworn in. Ms. Kroschel lives four houses from the building and expressed her concern that bright lights from the message board may be flashing while she is in her backyard.

Senior Planner Stytz explained that both static and electronic message boards have a maximum brightness restriction.

Community Development Director Carlisle stated that a condition could be added with an hours of use restriction.

**A motion was made by Board Member Hofherr, seconded by Board Member Saletnik to allow the 236 sq ft sign that is over the 125 sq ft sign.**

AYES: Veremis, Saletnik, Hofherr

NAYES: Weaver

ABSTAIN: None

**\*\*\*MOTION CARRIES \*\*\***

**A motion was made by Board Member Saletnik, seconded by Board Member Hofherr to allow an electronic message board to be located 189.5 feet from a residence, where a minimum 250 foot-set back is required.**

AYES: Weaver, Hofherr, Saletnik, Veremis

NAYES: None

ABSTAIN: None

**\*\*\*MOTION CARRIES UNANIMOUSLY \*\*\***

**A motion was made by Board Member Hofherr, seconded by Board Member Saletnik to allow a major variation to allow an electronic message board sign to cover 100 percent of the total pole sign area, where a maximum 50 percent of a pole sign is permitted to be an electronic message board.**

AYES: Saletnik, Hofherr

NAYES: Weaver, Veremis

ABSTAIN: None

**\*\*\*MOTION FAILED \*\*\***

Board Member Saletnik suggested that the petitioners produce more technical information regarding the proposed sign before this item goes to the City Council.

The Petitioners and Attorney Klimek left the meeting at 10:08 p.m.

### **New Business/Discussion**

Community Development Director Carlisle reviewed a memorandum dated July 22, 2022. The issue is the Zoning Ordinance describes the process for whether the City should consider an application shortly after it has been denied (successive application). The PZB is given certain authority to make an important determination in the process.

Analysis: Section 12-3-1.B reads as follows:

“1. Second Applications Without New Grounds Barred: Whenever any application filed pursuant to this title has been denied on its merits, a second application seeking essentially the same relief, whether or not in the same form or on the same theory, shall not be brought unless in the opinion of the official, board, or commission before which it is brought there is substantial new evidence available or a mistake of law or fact occurred that significantly affected the prior denial.

“2. New Grounds To Be Stated: Any such second application shall include a detailed statement of the grounds justifying its consideration.”

The Ordinance goes on to state that after a period of 12 months since denial, there is no longer a requirement to state new grounds. Within the 12 months, however, the Ordinance is clear that a detailed statement is required to state the grounds. However, it does not define “substantial new evidence”; it allows the PZB to make that determination.



**CITY OF DES PLAINES**

**ORDINANCE      Z - 27 - 22**

**AN ORDINANCE APPROVING MAJOR VARIATIONS FROM  
SECTION 12-11-6.B OF THE CITY OF DES PLAINES  
ZONING ORDINANCE TO ALLOW THE INSTALLATION  
OF WALL SIGNS AND AN ELECTRONIC MESSAGE BOARD  
POLE SIGN AT 1628 RAND ROAD, DES PLAINES, ILLINOIS  
(CASE #22-024-TA-CU-V).**

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**WHEREAS**, Granite Place & Quartz, LLC and Cabinet Land Kitchen & Bath Corporation (collectively, the "***Petitioner***") are the lessees of that certain property commonly known as 1628 Rand Road, Des Plaines, Illinois ("***Subject Property***"); and

**WHEREAS**, the Subject Property is located in the C-3 General Commercial District of the City ("***C-3 District***"); and

**WHEREAS**, pursuant to Section 12-11-6.B of the Des Plaines Zoning Ordinance of 1998, as amended ("***Zoning Ordinance***"): (i) the total sign area permitted on any street-facing building elevation may not exceed 125 square feet; (ii) the animated face of an electronic message board sign must be at least 250 feet from a residence located in the R-1, R-2, or R-3 Districts; and (iii) electronic message boards may not exceed 50 percent of the total sign area; and

**WHEREAS**, the Petitioner has installed wall signs on the Subject Property with the total sign area of 236 square feet, in violation of Section 12-11-6.B of the Zoning Ordinance; and

**WHEREAS**, the Petitioner proposes to install an electronic message board sign in an existing pole sign structure that would: (i) would be located 189.5 feet from the nearest residence in the R-1 District; and (ii) consist of 100 percent of the sign area, in violation of Section 12-11-6.B of the Zoning Ordinance; and

**WHEREAS**, the Petitioner submitted an application to the City of Des Plaines to the Department of Community and Economic Development ("***Department***") for major variations from Section 12-11-6.B of the Zoning Ordinance to: (i) increase the maximum wall sign area from 125 square feet to 236 square feet ("***Wall Sign Area Variation***"); (ii) decrease the required distance between the animated face of an electronic message board sign and a residence in the R-1 District from 250 feet to 189.5 feet ("***Residential Separation Variation***"); and (iii) increase the maximum permitted sign area for the electronic message board sign from 50 percent to 100 percent ("***EMB Sign Area Variation***") (collectively, the "***Variations***"); and

**WHEREAS**, the Petitioner's application for the Variations 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 the Petitioner's application, a public hearing

was held by the PZB on July 26, 2022, pursuant to publication of notice in the *Des Plaines Journal* on July 6, 2022; and

**WHEREAS**, notice of the public hearing was mailed to all owners of property located within 500 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 Variations; and

**WHEREAS**, on July 26, 2022, the PZB voted on the following motions: (i) the motion to recommend approval the Wall Sign Area Variation passed by a vote of 4-0; (ii) the motion to recommend approval of the Residential Separation Variation passed by a vote of 3-1; and (iii) the motion to recommend approval of the EMB Sign Area Variation failed to pass by a vote of 2-2; and

**WHEREAS**, on July 27, 2022, the PZB filed a written report with the City Council summarizing the testimony received by the PZB and the PZB's recommendations; and

**WHEREAS**, the Petitioner made representations to the PZB with respect to the requested Variations, which representations are hereby found by the City Council to be material and upon which the City Council relies in granting the Variations 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 August 25, 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 Variations.

**SECTION 2. LEGAL DESCRIPTION OF SUBJECT PROPERTY.** The Subject Property is legally described as follows:

LOTS 14 TO 18, BOTH INCLUSIVE, (EXCEPT THE SOUTHWESTERLY 17.0 FEET THEREOF) IN BLOCK 3 IN RIVER-RAND ROAD SUBDIVISION OF LOTS 1 TO 8, INCLUSIVE, IN BLOCK 18 (OR BENNET BLOCK) AND LOT 1 TO 13, EXCLUSIVE IN, BLOCK 18 (OR RAND BLOCK) IN PARK SUBDIVISION OF PARTS OF SECTIONS 16 AND 17, TOWNSHIP 41 NORTH,

RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDAN, IN COOK COUNTY, ILLINOIS.

PIN: 09-16-104-022-0000

Commonly known as 1628 Rand Road, Des Plaines, Illinois.

**SECTION 3. VARIATIONS.**

A. Wall Sign Area Variation. The City Council finds that the Wall Sign Area 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 Wall Sign Area 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 Wall Sign Area Variation for the Subject Property to the Petitioner.

B. Residential Separation Variation. The City Council finds that the Residential Separation 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 Residential Separation 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 Residential Separation Variation for the Subject Property to the Petitioner.

C. EMB Sign Area Variation. The City Council finds that the EMB Sign Area 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 EMB Sign Area 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 EMB Sign Area Variation for the Subject Property to the Petitioner.

**SECTION 4. CONDITIONS.** The Variations granted in Section 3 of this Ordinance shall be, and are expressly subject to and contingent upon the conditions, restrictions, and limitations set forth in this Section 4. The development, use, and maintenance of the Subject Property shall be in strict compliance with the “Sign Photos and Renderings” consisting of 11 sheets, submitted by the Petitioner, and undated, copies of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit A**, 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.

**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. The terms and conditions of this Ordinance shall be binding upon Petitioner, its grantees, assigns and successors in interest to the Subject Property.

**SECTION 6. LIMITATIONS.** The Variations shall be valid for not more than 12 months prior to the issuance of a building permit and the commencement of construction in accordance with the terms and conditions of this Ordinance. The Zoning Administrator may extend the Variations if the Petitioner requests an extension in accordance with Section 12-3-6.L of the Zoning Ordinance.

**SECTION 7. EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law; provided, however, that this Ordinance shall not take effect unless and until a true and correct copy of this Ordinance is executed by the Owner of the Subject Property or such other party in interest consenting to and agreeing to be bound by the terms and conditions contained within this

Ordinance. Such execution shall take place within 60 days after the passage and approval of this Ordinance or within such extension of time as may be granted by the City Council by motion and delivered directly to the City Clerk.

**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**

I, \_\_\_\_\_, being the owner or other party in interest of the property legally described within this Ordinance, having read a copy of the Ordinance, do hereby accept, concur and agree to develop and use the Subject Property in accordance with the terms of this Ordinance.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)



EXISTING WOOD FRAME IS TIED INTO THE WALL WITH  $\frac{3}{4}$ " (THICK) AND 8' (LONG) KWIK BOLT LONG THREAD CARBON STEEL EXPANSION ANCHORS.

MATERIAL: ALU PANEL 12.5 MM INSTALL TO EXISTING GREEN WOOD FRAME.

DIMENSIONS: 24' X 3'









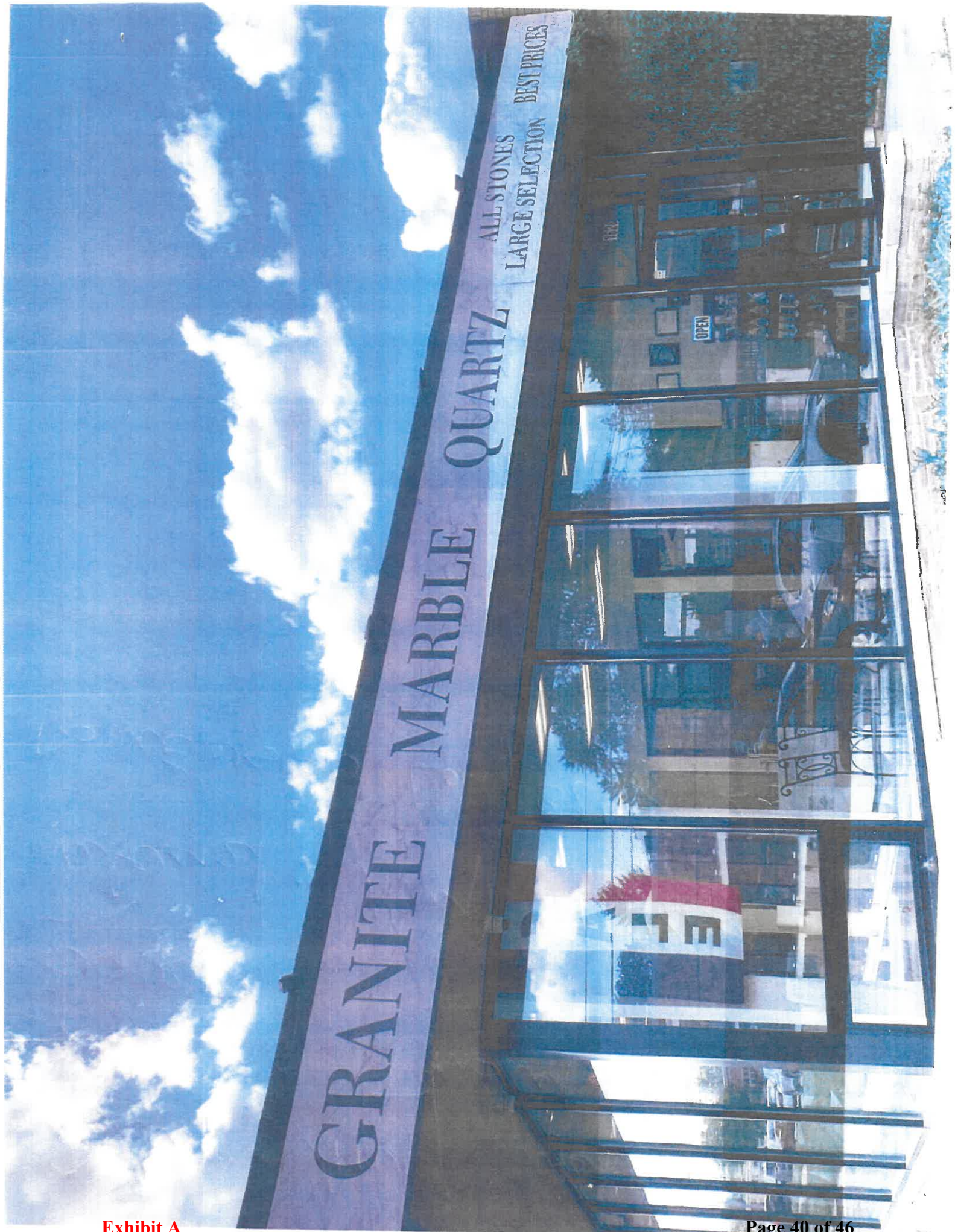


VINYL WRAP OVER EXISTING FRONT FASCIA BOARD.

MATERIAL: VINYL STICKER

DIMENSIONS: 82' X 2'















Outdoor LED Programmable sign

16mm Pixel Pitch

Cabinet Size 73" by 144"

Viewable Area 70.5" by 141.5"

Brightness adjustable and includes Auto Dimmer

Install to **existing** Electric contraction





