



CITY COUNCIL AGENDA

Monday, November 7, 2022

Closed Session – 6:00 p.m.

Regular Session – 7:00 p.m.

Room 102

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

PROCLAMATIONS

- VETERANS DAY
- NATIONAL NATIVE AMERICAN & ALASKA NATIVE HERITAGE MONTH

PUBLIC HEARING

RECONSIDERATION OF MAJOR VARIATIONS UNDER SECTION 12-8-5 TO ALLOW A 30-FOOT EXTENSION ONTO AN EXISTING COMMERCIAL MOBILE RADIO SERVICE FACILITY IN THE M-2 GENERAL MANUFACTURING DISTRICT AT 2064-2074 MANNHEIM ROAD – **FIRST READING - ORDINANCE Z-28-22**

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-31-22:** Abatement – 2009A Taxable General Obligation Refunding Bonds
2. **FIRST READING – ORDINANCE M-32-22:** Abatement – 2018 Taxable General Obligation Refunding Bonds
3. **FIRST READING – ORDINANCE M-33-22:** 2022 Tax Levy, Special Service Area #15 (Rear Yard Drainage, 345 and 353 Ardmore Road) in the Amount of \$1,643
4. **FIRST READING – ORDINANCE M-34-22:** Terminating Expired Special Service Areas #9, #10, and #14
5. **RESOLUTION R-169-22:** Approving Task Order #23 with Trotter & Associates, St. Charles, Illinois, in the Amount of \$48,983.00 for Maple Street Pump Replacements. Budgeted Funds: Water Fund/Professional Services.
6. **RESOLUTION R-170-22:** Approving Contract Change Order #1 for Fire Station #61 Interior Renovations to Manusos General Contracting, Inc., Fox Lake, Illinois in the Amount of \$18,997.00. Budgeted Funds – Facilities Replacement.
7. **RESOLUTION R-171-22:** Rescinding Resolution R-113-22 and Approving the Purchase of Motorola Radio Equipment from Motorola Solutions, Inc., in an Amount Not-to-Exceed \$111,491.48 and Ancillary Programming Services from Chicago Communications in an Amount Not-to-Exceed \$24,474.66. Budgeted Funds – Fire Department/Emergency Services Equipment.
8. **RESOLUTION R-172-22:** Approving Task Order #2 to the Master Contract with Christopher B. Burke Engineering, Ltd., Rosemont, Illinois in the Amount of \$84,560. Budgeted Funds – TIF #8.
9. **RESOLUTION R-174-22:** Authorizing the Execution of Agreements with Sub-recipients of Community Development Block Grant (CDBG) Funds for Program Year 2022
10. **RESOLUTION R-175-22:** Approving the Second Year’s Expenditure of the Microsoft Enterprise Agreement with Dell Marketing, LP, c/o Dell USA, LP, Chicago, Illinois in the Amount of \$98,762.04. Budgeted Funds – IT/R&M Software.
11. **RESOLUTION R-176-22:** Approving the Repair of Ambulance 62 in the Amount of \$23,045.66 plus a Contingency in the Amount of \$3,000 to Kards Inc., Elgin, Illinois. Budgeted Funds – Risk Management Funds.
12. **RESOLUTION R-177-22:** Releasing Certain Minutes of Certain Closed Meetings of the City Council
13. **SECOND READING – ORDINANCE M-29-22:** Consideration of Amendments to Chapter 2 of Title 13 Regarding Processes in Applying for and Receiving Plat Approval
14. **SECOND READING – ORDINANCE M-30-22, As Amended:** Consideration of Amendments to Chapter 2 of Title 13 Regarding Receiving Reductions of Performance Security Bonds for Required Public Improvements

15. **SECOND READING – ORDINANCE Z-32-22:** Consideration of Text Amendments to the Des Plaines Zoning Ordinance Regarding Permitted Number of Principal Buildings on a Zoning Lot for Select Institutional Uses and Properties in the C-2 and C-3 Zoning Districts.
16. **SECOND READING – ORIDNANCE Z-33-22:** Consideration of Text Amendments to the Des Plaines Zoning Ordinance Regarding Drive-Through Menu Board Signs.
17. Minutes/Special Meeting of the City Council, 2023 Budget Hearing #2 – October 12, 2022
18. Minutes/Regular Meeting – October 17, 2022
19. Minutes/Closed Session – October 17, 2022

APPOINTMENTS/RE-APPOINTMENTS (for consideration only; no action required)

APPOINTMENTS:

FIRE PENSION BOARD

Don Smith – Term to Expire 11/21/2025

BOARD OF FIRE & POLICE COMMISSIONERS

Kristy Garceau – Term to Expire 11/21/2025

UNFINISHED BUSINESS

n/a

NEW BUSINESS

1. **FINANCE & ADMINISTRATION** – Alderman Artur Zadrozny, Chair
 - a. Warrant Register in the Amount of \$5,019,266.38 – **RESOLUTION R-178-22**
 - b. 2022 Estimated Property Tax Levy Resolution - **RESOLUTION R-179-22**

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: October 27, 2022
To: Aldermen
From: Andrew Goczkowski, Mayor *AG..*
Cc: Michael G. Bartholomew, City Manager
Subject: Proclamation

At the beginning of the Nov. 7, 2022 City Council Meeting, we will be issuing a Proclamation declaring November 11 as Veterans Day.

OFFICE OF THE MAYOR

CITY OF

DES PLAINES, ILLINOIS

WHEREAS, *in 1954, President Dwight D. Eisenhower signed the first Veterans Day Proclamation calling on our nation to “pay appropriate homage to the veterans of all its wars who have contributed so much to the preservation of this nation”; and*

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

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

WHEREAS, *according to the 2020 Census, there are approximately 560,000 veterans in the state of Illinois and roughly 2,100 who live in our Des Plaines community, and we greatly appreciate their service, sacrifice, and dedication to protecting our freedom.*

Now, therefore, I, ANDREW GOCZKOWSKI, MAYOR OF THE CITY OF DES PLAINES, do hereby proclaim November 11, 2022, as

VETERANS DAY

Dated this 7th day of November 2022

Andrew Goczkowski, Mayor



OFFICE OF THE MAYOR

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

MEMORANDUM

Date: October 27, 2022
To: Aldermen
From: Andrew Goczkowski, Mayor AG.
Cc: Michael G. Bartholomew, City Manager
Subject: Proclamation

At the beginning of the Nov. 7, 2022 City Council Meeting, we will be issuing a Proclamation declaring the month of November as National Native American and Alaska Native Heritage Month.

OFFICE OF THE MAYOR

CITY OF

DES PLAINES, ILLINOIS

WHEREAS, *Native American Awareness Week began in 1976, and recognition was expanded by Congress and approved by President George Bush in August 1990, designating the month of November as National Native American and Alaska Native Heritage Month; and*

WHEREAS, *the City of Des Plaines acknowledges the important contributions of Native people and celebrates rich and diverse cultures, traditions, histories; and*

WHEREAS, *November provides the opportunity to educate the public about tribes, to raise general awareness about the unique challenges Native people have faced both historically and in the present, and the ways in which tribal citizens have worked to conquer these challenges; and*

WHEREAS, *spreading awareness about tribes and educating people about advancing equity and opportunity for all Native Americans and Alaska Natives is crucial; and*

WHEREAS, *the community can use this month of recognition to show respect and honor the Native peoples of the land on which we work and live.*

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

NATIONAL NATIVE AMERICAN AND ALASKA NATIVE HERITAGE MONTH

in the City of Des Plaines and honor those Native American and Alaska Native individuals in our community.

Dated this 7th day of November 2022

Andrew Goczkowski, Mayor



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: October 27, 2022

To: Michael G. Bartholomew, City Manager

From: John T. Carlisle, AICP, Director of Community & Economic Development Department *JTC*
Jonathan Stytz, AICP, Senior Planner *JS*

Cc: Peter Friedman, General Counsel

Subject: **Public Hearing: Commercial Mobile Radio Service Facility Extension in the M-2 District – Approval of Extension to Commercial Mobile Radio Service Facility at 2064-2074 Mannheim Road**

Update: This request for major variations for a proposed cell tower extension (Ordinance Z-28-22) was not approved by the City Council at the September 19, 2022 meeting, as the ordinance failed on first reading. However, at its October 3 meeting, the Council passed a motion to reconsider this request at the November 7 meeting. Public noticing has been carried out to inform of this public hearing for reconsideration of the approving ordinance.

Issue: The petitioner is requesting the following variations from the Zoning Ordinance: (i) a Major Variation from Section 12-8-5.B.1 to allow a commercial mobile radio service facility to be located in a required rear yard in the M-2 General Manufacturing district and set back less than 50 feet away from a property line; and (ii) Major Variation from Section 12-8-5.B.2 to allow a commercial mobile radio service facility height to be greater than its set back distance from a residential district.

Addresses: 2064-2074 Mannheim Road

Owner: Extra Space Storage, c/o Thomas Morin, 2795 E. Cottonwood Parkway, Suite 300, Salt Lake City, UT 84121

Petitioner: New Cingular Wireless PCS, LLC by Crown Castle USA INC, c/o Michael Gasser, 9045 River Road, Suite 425, Indianapolis, IN 46240

Case Number: 22-026-V

Real Estate Index Number: 09-29-402-041-0000

Ward: #5, Alderman Carla Brookman

Existing Zoning: M-2, General Manufacturing District

Existing Land Use: Commercial Storage Facility and Commercial Mobile Radio Service Facility

Surrounding Zoning: North: M-2, General Manufacturing District
 South: M-2, General Manufacturing District
 East: M-2, General Manufacturing District
 West: R-3, Townhouse Residential District

Surrounding Land Use: North: Commercial Storage Facility (Industrial)
 South: Distribution Center (Industrial)
 East: Warehouse (Industrial) / Leasing/Rental Agent, Equipment (Industrial)
 West: Townhouses (Residential) / Park (Recreational)

Street Classification: Mannheim Road is classified as an Other Principal Arterial.

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

Zoning/Property History: The existing 60-foot-tall commercial mobile radio service facility was approved through a building permit in 1998 to be installed on the subject property 42 feet from the west property line. Later in 1998, Ordinance Z-8-98 was approved, which repealed existing regulations and enacted new zoning regulations city-wide. The new 1998 Zoning Ordinance added the definition, allowance, and bulk regulations for commercial mobile service facilities (i.e., cell towers), including height, setback, and location restrictions based on the zoning district. Specifically, the regulations restricting commercial mobile service facilities from being located in any required yard and requiring them to be a minimum of 50 feet away from all property lines made the existing commercial mobile service facility non-conforming. Since its construction, the commercial mobile service facility equipment was upgraded in 2011 and antennas were added in 2014. This was permitted under the nonconforming structures rules because the height and location of the facility did not change. However, the desired scope of work at this time requires variation.

Project Description: The petitioner, Michael Gasser on behalf of New Cingular Wireless PCS, LLC, has requested Major Variations to add a 30-foot-tall expansion onto an existing 60-foot-tall commercial mobile radio service facility located in the rear of the Extra Space Storage property at 2064-2074 Mannheim Road. The subject property is located within the M-2 General Manufacturing district and consists of one lot with a multi-level building, small storage pods with paved access, and surface parking area as shown in the attached ALTA/ACSM Land Title Survey. The subject property is located along Mannheim Road and is currently accessed by two curb cuts. Access to the existing commercial mobile radio service facility is limited to the gated area located directly north of the commercial storage facility building. The existing commercial mobile radio service facility on site is classified as a freestanding (secondary principal use) as it does not relate to the commercial storage facility use (i.e., Extra Space Storage). A commercial mobile service facility is a permitted use in the M-2 district and is governed by Section 12-8-5 of the Zoning Ordinance.

The petitioner wishes to modify the existing commercial mobile radio service facility by adding a 30-foot-tall tower extension with 12 new antennae and related equipment to address coverage and equipment requirements without the addition of a new monopole. The proposed extension would result in a monopole height of 90 feet with an overall equipment height of 93.5 feet as noted in the attached Architectural Plans and Project Narrative. All regulations in Section 12-8-5 apply for commercial mobile radio service facilities. However, the two regulations in conflict with the petitioner's proposal are noted below pursuant to Section 12-8-5.B:

- No commercial mobile radio service facility shall be located in any required yard, nor shall a freestanding commercial mobile radio service facility be located within fifty feet (50') of any property boundary line.
- A freestanding commercial mobile radio service facility shall be set back from any residential zoning district a distance equivalent to its height; provided however, that in no case shall a freestanding commercial mobile radio service facility be located closer than one hundred feet (100') from any residential district.

Since the proposal does not align with the aforementioned regulations above, major variation requests are required.

PZB Recommendation and Conditions: The Planning and Zoning Board (PZB) held a public hearing on August 23, 2022 to consider major variations under Section 12-8-5 to allow a 30-foot extension onto an existing Commercial Mobile Radio Service Facility in the M-2 General Manufacturing district at 2064-2074 Mannheim Road. The Board made findings of fact, the rationale statements for which are captured in the excerpt to the draft minutes of the August 23, 2022 meeting. The PZB *recommended* (7-0) that the City Council *approve* the Major Variation requests without any conditions. The PZB review is also summarized in the attached Chairman Szabo memo.

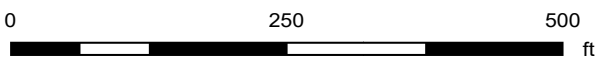
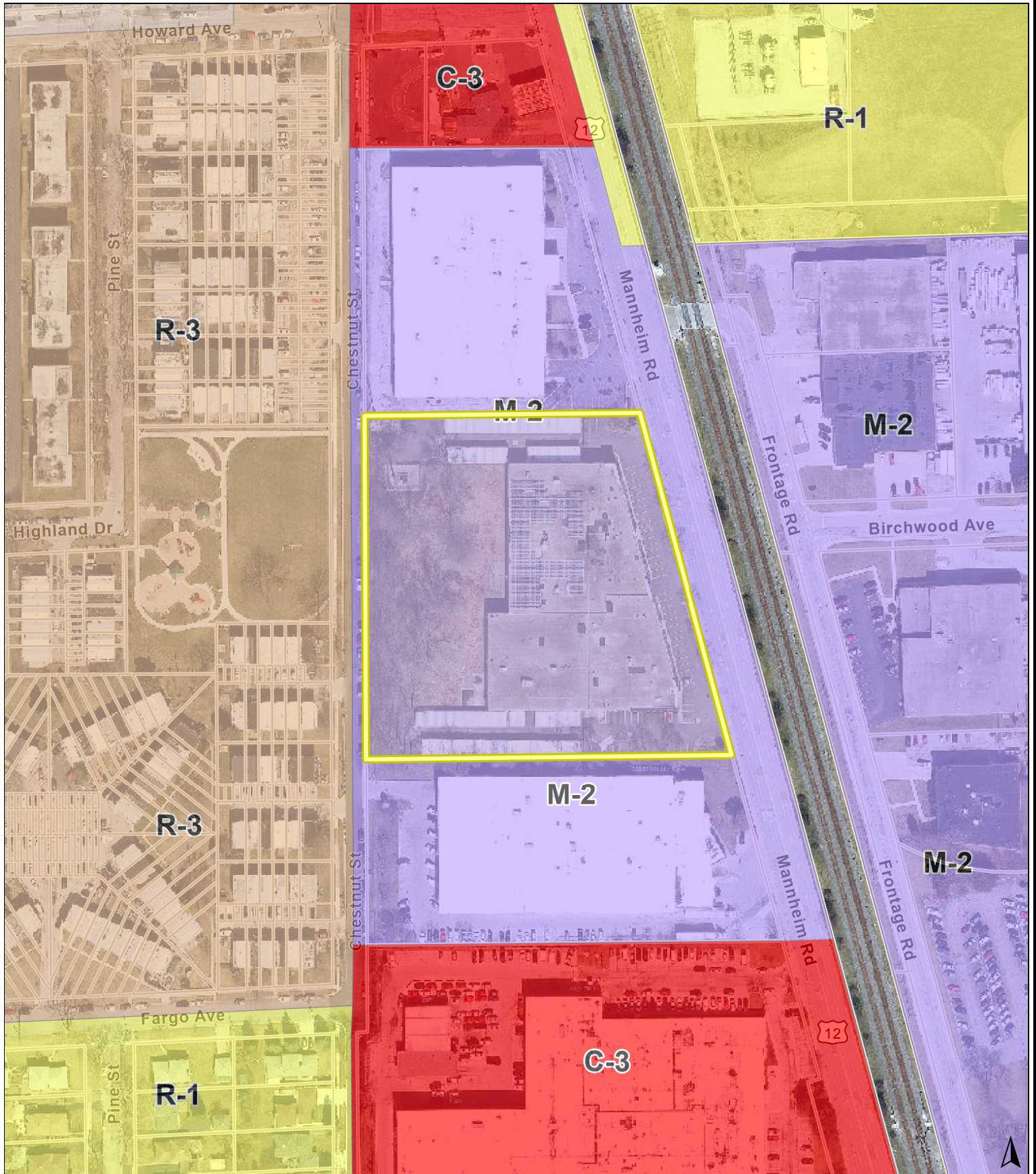
Pursuant to Sections 12-3-4.D.4 of the Zoning Ordinance, the City Council may vote to approve, approve with modifications, or deny the request. The Council has final authority over the Major Variation requests, which would be granted by Ordinance Z-28-22.

Attachments:

- Attachment 1: Location/Zoning Map
- Attachment 2: ALTA/ACSM Land Title Survey
- Attachment 3: Photos of Existing Conditions
- Attachment 4: Site and Context Photos
- Attachment 5: Chairman Szabo Memo to Mayor and City Council
- Attachment 6: Excerpt of Draft Minutes From the August 23, 2022 Planning and Zoning Board Meeting

Ordinance Z-28-22

- Exhibit A: Project Narrative
- Exhibit B: Architectural Plans
- Exhibit C: Unconditional Agreement and Consent



Print Date: 8/10/2022

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.

Tower from West



Tower from North



Facility from Southwest



Tower from East



Compound





2064-2074 Mannheim Rd – Public Notice & Front of Building



2064-2074 Mannheim Rd – Looking Southwest at Cell Tower Facility



2064-2074 Mannheim Rd – Looking East at Cell Tower Facility



2064-2074 Mannheim Rd – Looking Southeast at Cell Tower Facility



August 30, 2022

Mayor Goczkowski and Des Plaines City Council
CITY OF DES PLAINES

Subject: Planning and Zoning Board, 2064-2074 Mannheim Road, 22-026-V, 5th Ward
RE: Consideration of Major Variations for a Commercial Mobile Radio Service Facility Extension

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) held a public hearing on August 23, 2022 to consider major variations under Section 12-8-5 to allow a 30-foot extension onto an existing Commercial Mobile Radio Service Facility in the M-2 General Manufacturing district at 2064-2074 Mannheim Road.

1. Michael Gasser, representing Crown Castle, introduced the request to construct a 30-foot extension onto the existing Commercial Mobile Radio Service Facility on the subject property. He explained that Crown Castle owns the Commercial Mobile Radio Service Facility and AT&T is one of the providers who is looking to collocate on the existing cell tower, but would need the 30-foot tower extension in order to do so. He mentioned that the existing tower was constructed under previous code and is not compliant with the current regulations. Mr. Gasser added that the purpose of this request is to allow AT&T to collocate on the existing Commercial Mobile Radio Service Facility in order to improve services for residents and increase the tax base. He confirmed that no changes would be made to the location of the tower and that there is ample space within the existing enclosure area for the additional equipment required.
2. PZB members asked what the benefits are to this project and if this project is necessary due to AT&T's move to 5G communication. The petitioner responded that the project would allow AT&T improve its network as well as accommodate 5G communication better overall and that this project is a result of AT&T's move to 5G communication.
3. CED staff summarized the staff report with slides noting that the existing Commercial Mobile Radio Service Facility located on the subject property was established prior to the adoption of the 1998 Zoning Ordinance and, for that reason, does not meet some of the location regulations for Commercial Mobile Radio Service Facilities in Section 12-8-5 of the Zoning Ordinance. Staff did not recommend any conditions with this request.
4. Two members of the public spoke on this request with questions regarding the origin for these reasons, if services and products would improve with this request, if multiple providers could locate on the same tower, if competitors have a say on what can be done on a tower, and if there are any health concerns with the wiring of homes. The petitioner explained that the requests are from AT&T in order to improve its network and that collocating onto an existing tower saves them money. He added that sometimes tower modifications are necessary in order to collocate, which is the reason for the proposed tower extension, but that this would not impact customer services. Mr. Gasser clarified that cell providers can work together to an extent when it comes to collocating on existing towers and multiple providers can be located on a single network due to their network that is established by all of their towers working together. He added that cell providers do need to update their equipment regularly to keep up with the constantly changing demand.

5. The PZB recommended (7-0) that the City Council *approve* the requested major variations without any conditions.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "James S. Szabo". The signature is fluid and cursive, with a long horizontal stroke at the end.

James Szabo,
Des Plaines Planning and Zoning Board, Chairman

Cc: City Officials/Aldermen



**DES PLAINES PLANNING AND ZONING BOARD MEETING
August 23, 2022
DRAFT MINUTES**

The Des Plaines Planning and Zoning Board held its regularly scheduled meeting on Tuesday, August 23, 2022, at 7:00 p.m. in Room 102 of the Des Plaines Civic Center.

Chair Szabo called the meeting to order at 7:00 p.m. and roll call was established.

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

ABSENT: None

ALSO PRESENT: John Carlisle, AICP, Director of Community & Economic Development
Jonathan Stytz, AICP, Senior Planner
Laura Fast/Deputy Clerk, Recording Secretary
Margie Mosele, CED Executive Assistant

A quorum was present.

APPROVAL OF MINUTES

A motion was made by Board Member Hofherr, seconded by Board Member Veremis to approve the meeting minutes of July 26, 2022, as amended on page 14 to remove the word unanimous.

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

NAYES: None

ABSTAIN: None

*****MOTION CARRIES UNANIMOUSLY ****

PUBLIC COMMENT ON NON-AGENDA ITEM

There was no public comment.

Pending Applications

1. Address: 2064-2074 Mannheim Road

Case Number: 22-026-V

The petitioner is requesting the following variations from the Zoning Ordinance: (i) a Major Variation from Section 12-8-5.B.1 to allow a commercial mobile radio service facility to be located in a required rear yard in the M-2 General Manufacturing district and set back less than 50 feet away from a property line; and (ii) Major Variation from Section 12-8-5.B.2 to allow a commercial mobile radio service facility height to be greater than its set back distance from a residential district.

Addresses: 2064-2074 Mannheim Road

Owner: Extra Space Storage, c/o Thomas Morin, 2795 E. Cottonwood Parkway, Suite 300, Salt Lake City, UT 84121

Petitioner: New Cingular Wireless PCS, LLC by Crown Castle USA INC, c/o Michael Gasser, 9045 River Road, Suite 425, Indianapolis, IN 46240

Case Number: 22-026-V

Real Estate Index Number: 09-29-402-041-0000

Ward: #5, Alderman Carla Brookman

Existing Zoning: Existing Land Use: M-2, General Manufacturing District

Surrounding Zoning: Commercial Storage Facility

Existing Zoning: North: M-2, General Manufacturing District
South: M-2, General Manufacturing District

Existing Land Use: Commercial Storage Facility

Surrounding Zoning: North: M-2, General Manufacturing District
South: M-2, General Manufacturing District
East: M-2, General Manufacturing District
West: R-3, Townhouse Residential District

Surrounding Land Uses: North: Commercial Storage Facility (Industrial)

Street Classification: Mannheim Road is classified as an Other Principal Arterial.

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

Zoning/Property History: The existing 60-foot-tall commercial mobile radio service facility was approved through a building permit in 1998 to be installed on the subject property 42 feet from the west property line. Later in 1998, Ordinance Z-8-98 was approved, which repealed existing regulations and enacted new land use and zoning regulations city-wide. The new 1998 Zoning Ordinance added the definition, allowance, and bulk regulations for commercial mobile service facilities (i.e., cell towers), including height, setback, and location restrictions based on the zoning district. Specifically, the regulations restricting commercial mobile service facilities from being located in any required yard and requiring them to be a minimum of 50 feet away from all property lines made the existing commercial mobile service facility non-conforming. Since its construction, the commercial mobile service facility equipment was upgraded in 2011 and antennas were added in 2014. This was permitted under the

nonconforming structures rules because the height and location of the facility did not change. However, the desired scope of work at this time requires variation.

Project Description: The petitioner, Michael Gasser on behalf of New Cingular Wireless PCS, LLC, has requested Major Variations to add a 30-foot tall expansion onto an existing 60-foot-tall commercial mobile radio service facility located in the rear of the Extra Space Storage property at 2064-2074 Mannheim Road. The subject property is located within the M-2 General Manufacturing district and consists of one lot with a multi-level building, small storage pods with paved access, and surface parking area as shown in the attached ALTA/ACSM Land Title Survey. The subject property is located along Mannheim Road and is currently accessed by two curb cuts. Access to the existing commercial mobile radio service facility is limited to the gated area located directly north of the commercial storage facility building. The existing commercial mobile radio service facility on site is classified as a freestanding (secondary principal use) as it does not relate the commercial storage facility use (i.e., Extra Space Storage). A commercial mobile service facility is a permitted use in the M-2 district and is governed by Section 12-8-5 of the Zoning Ordinance.

The petitioner wishes to modify the existing commercial mobile radio service facility by adding a 30-foot-tall tower extension with twelve new antennae and related equipment to address coverage and equipment requirements without the addition of a new monopole. The proposed extension would result in a monopole height of 90 feet with an overall equipment height of 93.5 feet as noted in the attached Architectural Plans and Project Narrative. All regulations in Section 12-8-5 apply for commercial mobile radio service facilities.

However, the two regulations in conflict with the petitioner's proposal are noted below pursuant to Section 12-8-5.B:

- No commercial mobile radio service facility shall be located in any required yard, nor shall a freestanding commercial mobile radio service facility be located within fifty feet (50') of any property boundary line.
- A freestanding commercial mobile radio service facility shall be set back from any residential zoning district a distance equivalent to its height; provided however, that in no case shall a freestanding commercial mobile radio service facility be located closer than one hundred feet (100') from any residential district.

Since the proposal does not align with the aforementioned regulations above, major variation requests are required.

Variation Standards

Variation requests are subject to the standards set forth in Section 12-3-6(H) of the Zoning Ordinance. The petitioner's rationale for how the proposal would satisfy each of the standards is attached. The PZB may use this rationale as its findings, or the Board may create its own. The standards that should serve as the basis of findings are the following:

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.

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.

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.

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.

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.

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 the provision from which a variation is sought were enacted or the general purpose and intent of the comprehensive plan.

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.

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.

PZB Additions or Modifications (if necessary): _____.

PZB Procedure and Recommended Conditions: Under Section 12-3-6.G of the Zoning Ordinance (Major Variations), the PZB has the authority to recommend approval, approval subject to conditions, or denial of the requests. The decision should be based on review of the information presented by the applicant and the standards and conditions met by Section 12-3-6.H of the Zoning Ordinance (Standards for Variations) as outlined in the Zoning Ordinance. The City Council has the final authority.

Chair Szabo swore in Michael Gasser. Mr. Gasser is the petitioner who represents Crown Castle. Crown Castle owns and manages an existing monopole communication tower facility at 2064 Mannheim Road. The existing 60-foot tower facility was originally approved for installation in May 1998. The existing tower was constructed under the previous code and is not compliant with current setback and location regulations. In order to address coverage and equipment requirements in its network, AT&T Mobility desires to collocate a new antenna on the tower which will include a 30' tower extension. The proposed extension would result in a monopole height of 90 feet with an overall equipment height of 93.5 feet.

Residents Heidi Marshall, 1371 Fargo, and Naomi Freeman, 2210 S. Chestnut, asked if product cost or service will be impacted and if there any negative health effects associated with the proposed tower.

Mr. Gasser responded that AT&T's network will improve with 5G communication and increase competition. A lightning rod is installed on top of the tower and there are no concerns regarding health issues.

Jonathan Stytz, Senior Planner reviewed the staff report.

A motion was made by Board Member Saletnik, seconded by Board Member Catalano to approve a variation to allow a commercial mobile radio service facility to: (i) be located in a required rear yard in the M-2 General Manufacturing district and be set back 42 feet from the property line; (ii) be located 60 feet away from a residential district; and (iii) allow the proposed commercial mobile radio service facility height of 93.5 feet to be greater than its set back distance from a residential district, where the facility setback distance from a residential district must be equivalent to its height.

AYES: Weaver, Veremis, Saletnik, Hofherr, Szabo, Catalano, Fowler
NAYES: None
ABSTAIN: None

*****MOTION CARRIES UNANIMOUSLY ****

CITY OF DES PLAINES

ORDINANCE Z - 28 - 22

AN ORDINANCE APPROVING MAJOR VARIATIONS TO ALLOW AN EXTENSION OF AN EXISTING COMMERCIAL MOBILE RADIO SERVICE FACILITY AT 2064-2074 MANNHEIM ROAD, DES PLAINES, ILLINOIS (Case #22-026-V).

WHEREAS, the property commonly known as 2064-2074 Mannheim Road, Des Plaines, Illinois (“*Subject Property*”) is located in the M-2 General Manufacturing District (“*M-2 District*”) and is currently improved with a 67,144-square-foot, one-story single-tenant commercial storage building with surface parking area, exterior storage units with access drives, and a fenced enclosure with a 60-foot-tall Commercial Mobile Radio Service Facility (“*Existing Cell Tower*”); 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, pursuant to Section 12-8-5 of the Zoning Ordinance, Commercial Mobile Radio Service Facilities: (i) cannot be located within any required yard and shall be a minimum of 100 feet from any residential district; and (ii) must be set back a minimum of 50 feet from all property lines; and

WHEREAS, the Existing Cell Tower is legal, non-conforming because it is located 42 feet from the west lot line of the Subject Property and 60 feet from a residential district; and

WHEREAS, New Cingular Wireless PCS, LLC by Crown Castle USA, Inc. (“*Petitioner*”) desires to install a 30-foot extension onto the Existing Cell Tower on the Subject Property (“*Proposed Cell Tower Extension*”); and

WHEREAS, in order to construct the Proposed Cell Tower Extension on the Subject Property, and pursuant to Section 12-3-6 of the Zoning Ordinance, Michael Gasser, on behalf of Petitioner, filed an application with the City for the approval of the major variations from Section 12-8-5 of the Zoning Ordinance (“*Major Variations*”) to: (i) reduce the required setback from any residential district from 100 feet to 60 feet; and (ii) reduce the required property line setback from 50 feet to 42 feet along the west lot line of the Property; and

WHEREAS, Extra Space Storage (“*Owner*”) is the owner of the Subject Property and has consented to the Petitioner’s application; and

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

WHEREAS, within 90 days after the date of the Petitioner’s application, a public hearing to consider the Major Variations was held by the PZB on August 23, 2022, pursuant to publication in the *Des Plaines Journal* on August 3, 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 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 August 30, 2022, summarizing the testimony and evidence received by the PZB and stating its recommendation, by a vote of 7-0, to approve the Major Variations subject to certain conditions; and

WHEREAS, on October 3, 2022, the City Council considered the Major Variations; and

WHEREAS, on November 7, 2022, the City Council held an additional public hearing, which was duly noticed and advertised in the *Des Plaines Journal* on October 19, 2022, in order for the City Council to again consider the Major Variations; and

WHEREAS, the Petitioner made representations to the PZB with respect to the Major Variations which representations are hereby found by the City Council to be material and upon which the City Council relies in approving the Major Variations; and

WHEREAS, the City Council has considered the written report of the PZB, the applicable standards for Major Variations set forth in the Zoning Ordinance, and the Community and Economic Development Staff Memoranda dated August 19, 2022 and October 27, 2022, and has determined that it is in the best interest of the City and the public to approve the Major Variations in accordance with the provisions of this Ordinance;

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

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

SECTION 2. LEGAL DESCRIPTION OF SUBJECT PROPERTY. Subject Property is legally described as:

THAT PART OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 29, AFROESAID, 533.13 FEET SOUTH OF THE NORTH LINE OF THE SOUTHEAST ¼ OF SECTION 29 AFORESAID (AS MEASURED ALONG SAID WEST LINE); THENCE SOUTH ALONG SAID WEST LINE, 460.00 FEET; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID WEST LINE 505.78 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF MANNHEIM ROAD, PER DOCUMENT NUMBER 11690544; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE, 475.79 FEET TO A POINT ON A LINE DRAWN PERPENDICULARLY TO THE WEST LINE OF THE NORTHWEEST ¼ OF THE SOUTHWEST ¼ OF SECTION 29 THROUGH THE PLACE OF BEGINNING (EXCEPTING FROM THE ABOVE DESCRIBED PREMISES THE WEST 17.00 FEET THEREOF), ALL IN COOK COUNTY, ILLINOIS.

P.I.N.: 09-29-402-041-0000

Commonly known as 2064-2074 Mannheim Road

SECTION 3. APPROVAL OF MAJOR VARIATIONS. The City Council finds that the Major Variations satisfy the standards set forth in Section 12-3-6.H of the Zoning Ordinance and, pursuant to the City's home rule powers, finds that the Major Variations are 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 Major Variations to the Petitioner to allow the construction of the Proposed Cell Tower Extension on the Subject Property.

SECTION 4. CONDITIONS. The approval 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 of this Section 4:

A. **Compliance with Law and Regulations.** The development, use, operation, and maintenance of the Proposed Cell Tower Extension and the Subject Property by the Petitioner must comply with all applicable City codes and ordinances, as the same have been or may be amended from time to time, except to the extent specifically provided otherwise in this Ordinance.

B. Compliance with Plans. The development, use, and maintenance of the Existing Cell Tower with the Proposed Cell Tower Extension and the Subject Property shall be in substantial compliance with the following plans below, except for minor changes and site work approved by the Director of the Department of Community and Economic Development in accordance with applicable City codes, ordinances, and standards:

1. The “Project Narrative” consisting of four pages, prepared by Petitioner, and undated, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit A**; and

2. The “Architectural Plans” consisting of eight sheets, prepared by Power of Design, with a latest revision date of April 25, 2022, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit B**.

SECTION 5. FAILURE TO COMPLY WITH CONDITIONS.

A. Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with, or resists the enforcement of, any of the provisions of this Ordinance shall be fined not less than 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 fails to develop or maintain the Subject Property in accordance with the requirements of the Zoning Ordinance, or the conditions set forth in Section 4 of this Ordinance, the Major Variations 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 M-2 District. Further, in the event of such revocation of the Major Variations, 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 acknowledges 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.

SECTION 6. BINDING EFFECT; 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 7. 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 8. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after the occurrence of the following:

- A. its passage, approval and publication in pamphlet form as provided by law;

B. the filing with the City Clerk by the Petitioner and 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. 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

C. 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.

D. In the event that the Petitioner and Owner do not file with the City Clerk a fully executed copy of the unconditional agreement and consent referenced in Section 8.B of this Ordinance, within 60 days after the date of passage of this Ordinance by the City Council, the City Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

SECTION 9. SEVERABILITY. If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

[SIGNATURE PAGE FOLLOWS]

PASSED this _____ day of _____, 2022.

APPROVED this _____ day of _____, 2022.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

CITY CLERK

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

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Ordinance Approving Major Variations for Extension to Existing Commercial Mobile Radio Service Facility at 2064-2074 Mannheim Road



9045 River Rd,
Indianapolis, IN 46240

Phone: (317) 249-2028
www.crowncastle.com

Written Narrative in Support of Variance

Crown Castle USA, Inc. (“Crown Castle”) on Behalf of New Cingular Wireless PCS (“AT&T Mobility”, “AT&T”, or “Petitioner”) appreciates the opportunity to provide this Written Narrative in Support of a Variations Request (the “Narrative Statement”) explaining why the requested exceptions are appropriate for the wireless communication facility (WCF). With the facts surrounding the request and a clear understanding of the federal definition of an “eligible facilities request” we strongly believe the City of Des Plaines, Department of Community and Economic Development (the “City”) will agree the request merits approval. With this Narrative Statement, Crown Castle will also provide information about how the subject application constitutes an “eligible facilities request” under applicable federal law and detail certain communications with city staff regarding the subject application.

Crown Castle owns and manages an existing monopole communication tower facility at 2064 Mannheim Road, a parcel that is zoned M-2 General Manufacturing. This parcel is located in between Chestnut Street and Mannheim Road and within the complex of a large self-storage operation. The existing wireless facility is surrounded by commercial buildings and dense trees on all sides and the ground equipment is buffered from view of residential properties to the west by heavy foliage. The ground equipment at the base of the tower facility is also enclosed by a mesh fence with a secure lock. The tower is capable and remains available for collocation in order to meet the communication demands of Des Plaines community.

The tower facility was originally approved for installation by a City of Des Plaines building permit in May 1998 and has remained at 60’ tower height since construction with an antenna height permitted up to 66’ by subsequent permits for the collocation of equipment. Section 12-8-5, F. allows for 100’ tower height in a manufacturing zoning district.

In order to address coverage and equipment requirements in its network, our customer AT&T Mobility (“AT&T”) desires to collocate a new antenna array on the tower which will include a 30’ tower extension bringing the overall equipment height with equipment to 93.5’. Rather than erect a new monopole, we are proposing to only add to the existing pole. This seems like a better arrangement for all concerned in that it allows AT&T to achieve the elevation AT&T seeks without adding another vertical element to the neighborhood. This also aligns with City Zoning Ordinance 12-8-5, C. which “encourages collocation of commercial mobile radio service facilities on existing or planned [facilities]”.

The peculiar circumstances in connection with the land is that the tower facility was previously approved for construction and was built according to the aforementioned approval without limit to the tower height, setbacks, or any development standards. However, the zoning regulations were revised in September of 1998 to include the current standards for Commercial Mobile Radio Service Facilities. Since that time the tower facility setback has remained legally established and non-conforming. The City has since continued to issue appropriate building permits as needed for the collocation of equipment a proposed collocation in of itself would not require a hearing or petition at this time.

However, since the proposed collocation by AT&T also requires a tower height extension, staff has asked that a variance of setback review should be conducted by the City Planning and Zoning Board. Please note that the tower is not being moved and the setbacks are not being revised from those approved in 1998. The proposal is to simply increase the tower height to accommodate the proposed collocation.



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The existing tower and compound area on the subject property can accommodate the AT&T antenna array with an increase of only thirty (30') feet in height and would maintain structural capacity for additional collocation without the need of building of an entirely new structure or expanding the prepared ground space. This particular tower allows AT&T to address both coverage and equipment upgrade requirements and is the least obtrusive way in which the coverage can be filled. AT&T anticipates that once this minor tower extension has been completed, its ability to provide your constituents with better coverage and connectivity will be vastly improved. We have all learned over the past couple of years that society is transitioning and increasing the importance of coverage and connectivity during these unprecedented times. We are spending more time at home, students are learning from home, professionals are working from home, and first responders must be able to quickly obtain the information they need to help their neighbors in need.

Crown Castle very much appreciates the opportunity to discuss the subject application with City representatives on multiple occasions and welcomed the collaborative nature of those conversations. Among other things, Crown Castle and staff talked about how this modification request is an “eligible facilities request” subject to streamlined review under federal law, specifically Section 6409(a) of the Spectrum Act and the Federal Communications Commission’s rules implementing that federal statute.¹ Section 6409(a) requires that the City shall approve, and may not deny, “eligible facilities requests,” like the modification proposed in the subject application, when they do not result in a “substantial change” to the physical dimensions of the existing structure. The intent behind this federal law is to promote deployment to help our country meet the ongoing technological revolution and connect our citizens with each other, with their schools, with their jobs, and with life-saving technologies.

With regard to tower height extensions, according to the FCC, a proposed modification does not constitute a “substantial change” if the modification would not increase the height of the tower by the greater of (a) 10% or (b) the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty (20) feet.” The subject application falls into the second bucket of allowable tower height extensions under Section 6409(a) – AT&T proposes adding one additional antenna array on the tower with a separation of approximately nineteen (19') feet between the bottom of the new array and the top of the existing array. The separation of nineteen feet (measured from bottom of new array and top of existing array) is significant to note because, as the FCC clarified in its 5G Upgrade Order issued last June, “an increase in the height of the tower of up to twenty (20) feet between antennas, as measured from the top of an existing antenna to the bottom of a proposed new antenna on the top of a tower” does not constitute a “substantial change” under Section 6409(a). See FCC 5G Upgrade Order at para. 2. Because the proposed tower height increase is not a “substantial change” as defined by the FCC, the subject application constitutes an “eligible facilities request” that shall be approved by the City pursuant to federal law.

Upon the request by staff, Crown Castle will now review the criteria set forth in Section 12-3-6 the “Findings of Fact For Variations” of the City Code and demonstrate why the required variances are warranted in this case.

12-3-6, H. – Findings of Fact For Variations:

Petitioner’s response to 12-3-6, H: Petitioner is confident that the board will approve the variations with consideration of Section 6409(a) and the facts at hand.

12-3-6(H) - Criteria 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.



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Petitioner's response to 12-3-6(H) - Criteria 1. Hardship: The use and placement of the monopole structure was legally established via permit 98040120 in 1998 and has remained in use and otherwise lawful since that time. The regulations have changed which established the nonconformity. The strict application of these setback regulations will prevent the applicant from complying with the collocation standards of Section 12-8-5, C. Collocation for a facility that is otherwise capable.

12-3-6(H) - Criteria 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.

Petitioner's response to 12-3-6(H) - Criteria 2. Unique Physical Condition: The monopole structure and ground space are existing. Extending the height of the existing facility is encouraged by the zoning regulations and thought to be preferred to constructing a new tower facility which would add to the existing development and require removal of large trees.

12-3-6(H) - Criteria 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.

Petitioner's response to 12-3-6(H) - Criteria 3. Not Self-Created: The owner and/or predecessors have not created a unique physical condition but are desirous of collocating an existing wireless tower facility as opposed to constructing a new tower facility. Collocation does not create a new nonconformity.

12-3-6(H) - Criteria 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.

Petitioner's response to 12-3-6(H) - Criteria 4. Denied Substantial Rights: Other legally established tower facilities located in the manufacturing district are permitted to collocate additional carriers on the tower facility up to 100' in height. However, due to the creation of the setback requirements after the subject tower was constructed strict application of the provisions prevents applicant from collocation.

12-3-6(H) - Criteria 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.

Petitioner's response to 12-3-6(H) - Criteria 5. Not Merely Special Privilege: Again, we believe it is in the best interest all involved that the existing tower facility be collocated as opposed to the construction of another tower facility. While it is the applicant's preference to comply with the collocation requirements of the zoning regulations which allow the extension of the tower to 100' the ordinance revisions post construction have necessitated the variations.



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12-3-6(H) - Criteria 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.

Petitioner's response to 12-3-6(H) - Criteria 6. Title and Plan Purposes: Petitioner's request will serve the public at the location with an existing tower facility that has been thrice reviewed, approved, and has served the public since 1998. In compliance with Section 12-8-5, F. of the City Code, Petitioner is now attempting to make the facility available including variations to collocate additional personal wireless service facilities on the free-standing tower since the collocation is feasible and in lieu of constructing a new free-standing tower facility within the same community. Upon approval of the petition, the Board will be assisting Petitioner in meeting this ordinance requirement.

12-3-6(H) - Criteria 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.

Petitioner's response to 12-3-6(H) - Criteria 7. No Other Remedy: The available remedy to the variance request would be to construct another tower facility on the property which does not comply with the collocation provisions of the zoning ordinance. However, the approval to allow the continued use of the existing facility will provide for additional communications for the community without the need for an additional tower.

Petitioner's response to 12-3-6(H) - Criteria 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.

Petitioner's response to 12-3-6(H) - Criteria 8. Minimum Required: Simply approving the existing tower facility to remain as it was legally established is all petitioner requests. The tower extension is not creating a non-conformity as the proposed height remains below the allowable height in the M-2 zoning district. As clarified above approval of this Eligible Facility Request is required under Section 6409(a) and aside from the existing setbacks, the existing facility conforms to all other provisions of the City Code and petitioner requests that the tower facility be permitted for collocation as it was originally intended.

Petitioner is open to discuss the Findings of fact or Standards and their compliance with the aforementioned Section 6409(a) and the FCC Infrastructure Orders. Given that the Application proposes an EFR as such term is defined in federal law, the Application is entitled to streamlined review pursuant to federal law. Again, petitioner's response to 12-3-6, H: Petitioner is confident that the board will approve the variations with consideration of Section 6409(a) and the facts at hand.



AT&T SITE NUMBER: IL0684
AT&T SITE NAME: IL0684
AT&T FA CODE: 10153891
AT&T PACE NUMBER: MRCHI001840
AT&T PROJECT: NSB

BUSINESS UNIT #: 875582
SITE ADDRESS: 2064 MANNHEIM RD
 DES PLAINES, IL 60018
COUNTY: COOK
SITE TYPE: MONOPOLE
TOWER HEIGHT: 60'-0"



575 MOROSGO DRIVE
 ATLANTA, GA 30324-3300



20 N. MARTINGALE DRIVE, SUITE 440
 SCHAUMBURG, IL 60173



POWER OF DESIGN
 11490 BLUEGRASS PKWY
 LOUISVILLE, KY 40299
 502-437-5252

SITE INFORMATION

CROWN CASTLE USA INC. KLANCNIK BROS.
 SITE NAME:
 SITE ADDRESS: 2064 MANNHEIM RD
 DES PLAINES, IL 60018
 COUNTY: COOK
 MAP/PARCEL #: 09-29-402-041-0000
 AREA OF CONSTRUCTION: EXISTING
 LATITUDE: 42° 0' 54.43"
 LONGITUDE: -87° 53' 21.07"
 LAT/LONG TYPE: NAD83
 GROUND ELEVATION: 644 FT
 CURRENT ZONING: NOT REQUIRED
 JURISDICTION: CITY OF DES PLAINES
 OCCUPANCY CLASSIFICATION: U
 TYPE OF CONSTRUCTION: IIB
 A.D.A. COMPLIANCE: FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION
 PROPERTY OWNER: PARADIGM TAX ESS 8699
 PO BOX 800729
 DALLAS, TX 75380
 TOWER OWNER: CROWN CASTLE USA INC.
 2000 CORPORATE DRIVE
 CANONSBURG, PA 15317
 CARRIER/APPLICANT: AT&T TOWER ASSET GROUP
 575 MOROSGO DRIVE
 ATLANTA, GA 30324-3300
 ELECTRIC PROVIDER: COM ED
 (800) 344-7661
 TELCO PROVIDER: AT&T
 (866) 620-6900

DRAWING INDEX

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C-1.2	SITE PLAN
C-1.3	ENLARGED SITE PLAN
C-2	ELEVATION & ANTENNA PLANS
C-3.1	EQUIPMENT SPECS
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G-1	GROUNDING SCHEMATIC
G-2	GROUNDING DETAILS
G-3	GROUNDING DETAILS
ATTACHED	PLUMBING DIAGRAM
ATTACHED	MOUNT SPECIFICATIONS

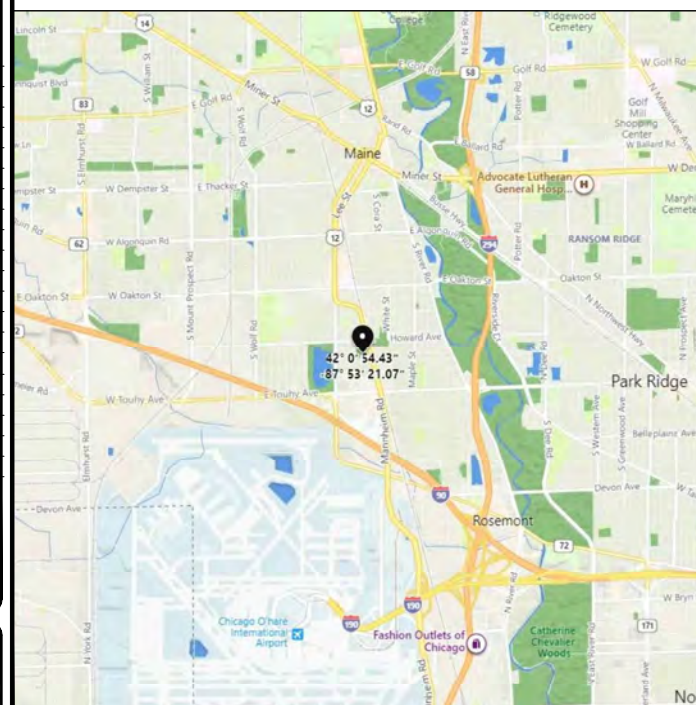
ALL DRAWINGS CONTAINED HEREIN ARE FORMATTED FOR 11X17. CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.



CALL ILLINOIS ONE CALL
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 BEFORE YOU DIG!



LOCATION MAP



NO SCALE

SITE PHOTO



AT&T SITE NUMBER: IL0684

BU #: 875582
 KLANCNIK BROS.

2064 MANNHEIM RD
 DES PLAINES, IL 60018

EXISTING 60'-0" MONOPOLE

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES/QA
0	10/28/21	ADE	CONSTRUCTION	MEP
1	02/10/22	WAM	CONSTRUCTION	MEP
2	02/16/22	WAM	CONSTRUCTION	MEP
3	04/25/22	WAM	CONSTRUCTION	MEP

PROJECT TEAM

A&E FIRM: POD
 11490 BLUEGRASS PARKWAY
 LOUISVILLE, KY 40299
 (502) 437-5252
 CROWN CASTLE USA INC. DISTRICT CONTACTS:
 20 N. MARTINGALE DRIVE, SUITE 440
 SCHAUMBURG, IL 60173
 BRAD BELL - PROJECT MANAGER
 BRAD.BELL@CROWNCastle.COM
 ADAM BRAVER - A&E SPECIALIST
 ADAM.BRAVER@CROWNCastle.COM

PROJECT DESCRIPTION

THE PURPOSE OF THIS PROJECT IS TO ENHANCE BROADBAND CONNECTIVITY AND CAPACITY TO THE EXISTING ELIGIBLE WIRELESS FACILITY.

- TOWER SCOPE OF WORK:**
- INSTALL (1) SABRE - C10855721C PLATFORM MOUNT
 - INSTALL (6) COMMSCOPE - NNH4-65B-R6H4_CCIV2 ANTENNAS
 - INSTALL (3) CCI - C-BAND ANTENNA E ANTENNAS
 - INSTALL (3) ERICSSON - AIR 6449 B77D ANTENNAS
 - INSTALL (3) ERICSSON - RRUS 4415 B25_CCIV2 RRU's
 - INSTALL (3) ERICSSON - RRUS 4415 B30 RRU's
 - INSTALL (3) ERICSSON - RRUS 4478 B14_CCIV2 RRU's
 - INSTALL (3) ERICSSON - RRUS 4449 B5/B12 RRU's
 - INSTALL (3) ERICSSON - RRUS 8843 B2/B66A_CCIV2 RRU's
 - INSTALL (6) VALMONT - RRUDSM BACK TO BACK MOUNTS
 - INSTALL (3) 6'-0" MOUNTING PIPES
 - INSTALL (3) RAYCAP - DC9-48-60-24-8C-EV_CCIV2 SQUIDS
 - INSTALL (9) COMMSCOPE - PWRT-606-S DC CABLES
 - INSTALL (2) COMMSCOPE - RFFT-48SM-001-XXX FIBER CABLES

- GROUND SCOPE OF WORK:**
- INSTALL (1) WUC CABINET ON AN ELEVATED PLATFORM IN A 12'-0"x20'-0" LEASE AREA
 - INSTALL (1) KOHLER 20KW DIESEL GENERATOR
 - INSTALL (1) VERTIV 5100 DC POWER PLANT W/ (2) STRINGS OF SBS190F BATTERIES
 - INSTALL (3) DC12-48-60-0-25E SURGE SUPPRESSORS
 - INSTALL (1) 36'-0" ± ICE BRIDGE
 - INSTALL (1) GPS ANTENNA
 - INSTALL (1) D2 SIAD
 - INSTALL (2) 6630 W/ MIXED MODE, (1) 6601, (1) XMU, (1) 6648 (HUB)
 - INSTALL POWER AND TELCO ROUTING
 - INSTALL 200A SERVICE INTO EXISTING METER/DISCONNECT

APPLICABLE CODES/REFERENCE DOCUMENTS

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

CODE TYPE	CODE
BUILDING	2015 IBC W/ AMENDMENTS
MECHANICAL	2015 IMC W/ AMENDMENTS
ELECTRICAL	2014 NEC W/ AMENDMENTS

REFERENCE DOCUMENTS:

STRUCTURAL ANALYSIS:	TOWER ENGINEERING PROFESSIONALS
DATED:	MARCH 31, 2022
MOUNT ANALYSIS:	POWER OF DESIGN GROUP
DATED:	OCTOBER 22, 2021
RFDS REVISION:	V1.0
DATED:	9/20/2021
ORDER ID:	591265
REVISION:	1

NOTE:
 PRIOR TO ACCESSING/ENTERING THE SITE YOU MUST CONTACT THE CROWN NOC AT (800) 788-7011 & CROWN CONSTRUCTION MANAGER.



EXPIRES: 11/30/2021

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SHEET NUMBER: T-1 REVISION: 3



S CHESTNUT ST

MANNHEIM RD

FRONTAGE RD

BIRCHWOOD AVE

APN: 09-29-402-041-0000

1 OVERALL SITE PLAN
 SCALE: 1"=40'-0" (FULL SIZE)
 1"=80'-0" (11x17)



575 MOROSGO DRIVE
ATLANTA, GA 30324-3300

20 N. MARTINGALE DRIVE, SUITE 440
SCHAUMBURG, IL 60173

POWER OF DESIGN
11490 BLUEGRASS PKWY
LOUISVILLE, KY 40299
502-437-5252

AT&T SITE NUMBER: **IL0684**

BU #: **875582**
KLANCNIK BROS.

2064 MANNHEIM RD
DES PLAINES, IL 60018

EXISTING 60'-0" MONOPOLE

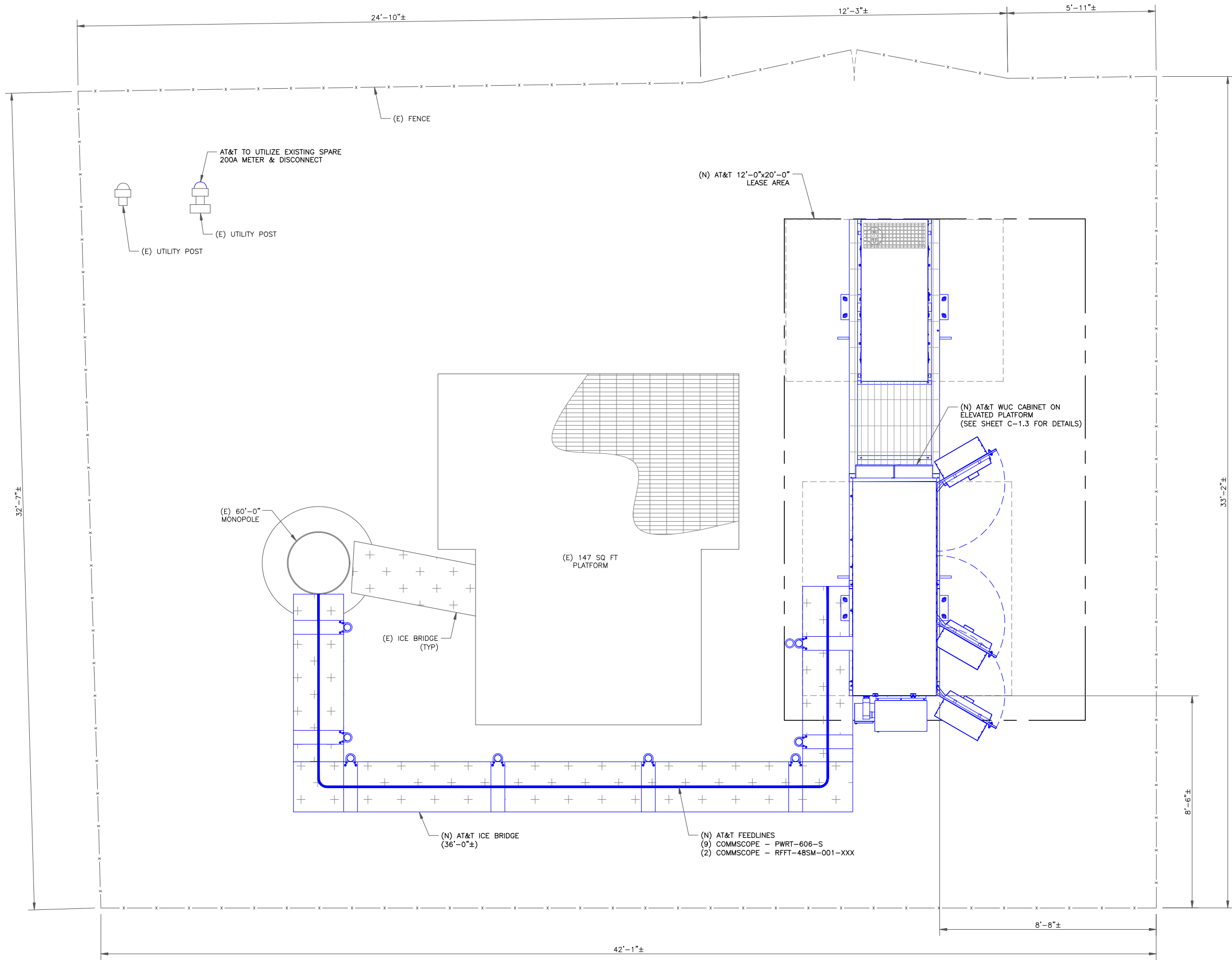
ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES/QA
0	10/28/21	ADE	CONSTRUCTION	MEP
1	02/10/22	WVN	CONSTRUCTION	MEP
2	02/16/22	WVN	CONSTRUCTION	MEP
3	04/25/22	WVN	CONSTRUCTION	MEP

04/25/2022
 EXPIRES: 11/30/2021

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SHEET NUMBER: **C-1.1** REVISION: **3**



AT&T
575 MOROSGO DRIVE
ATLANTA, GA 30324-3300

CROWN CASTLE
20 N. MARTINGALE DRIVE, SUITE 440
SCHAUMBURG, IL 60173

POD
POWER OF DESIGN
11490 BLUEGRASS PKWY
LOUISVILLE, KY 40299
502-437-5252

AT&T SITE NUMBER: **IL0684**

BU #: **875582**
KLANCNIK BROS.
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EXISTING 60'-0" MONOPOLE

ISSUED FOR:

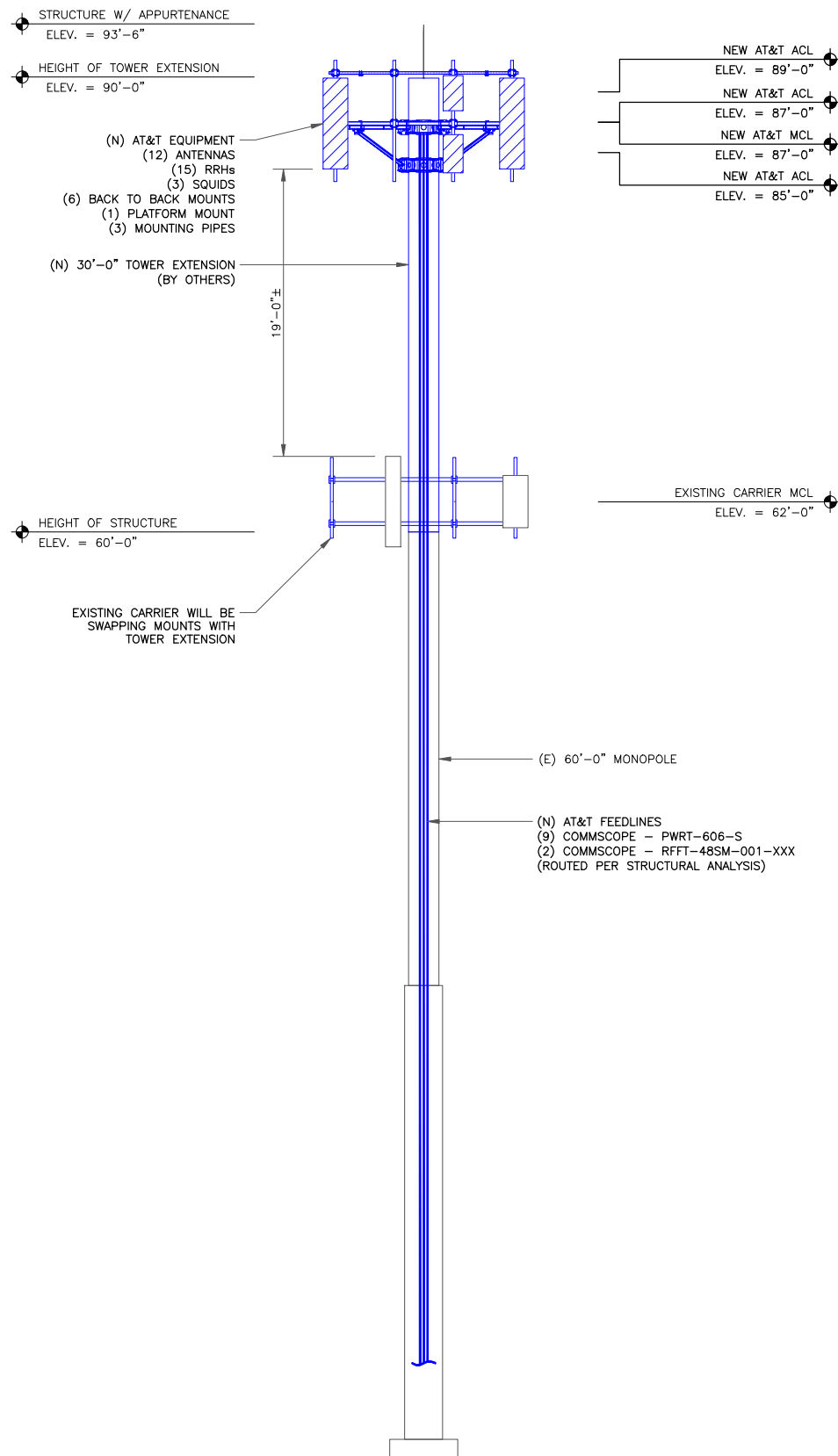
REV	DATE	DRWN	DESCRIPTION	DES/QA
0	10/28/21	ADE	CONSTRUCTION	MEP
1	02/10/22	WVN	CONSTRUCTION	MEP
2	02/16/22	WVN	CONSTRUCTION	MEP
3	04/25/22	WVN	CONSTRUCTION	MEP

MARK L. PATTERSON
062-067337
LICENSED PROFESSIONAL ENGINEER
STATE OF ILLINOIS
04/25/2021
EXPIRES: 11/30/2021

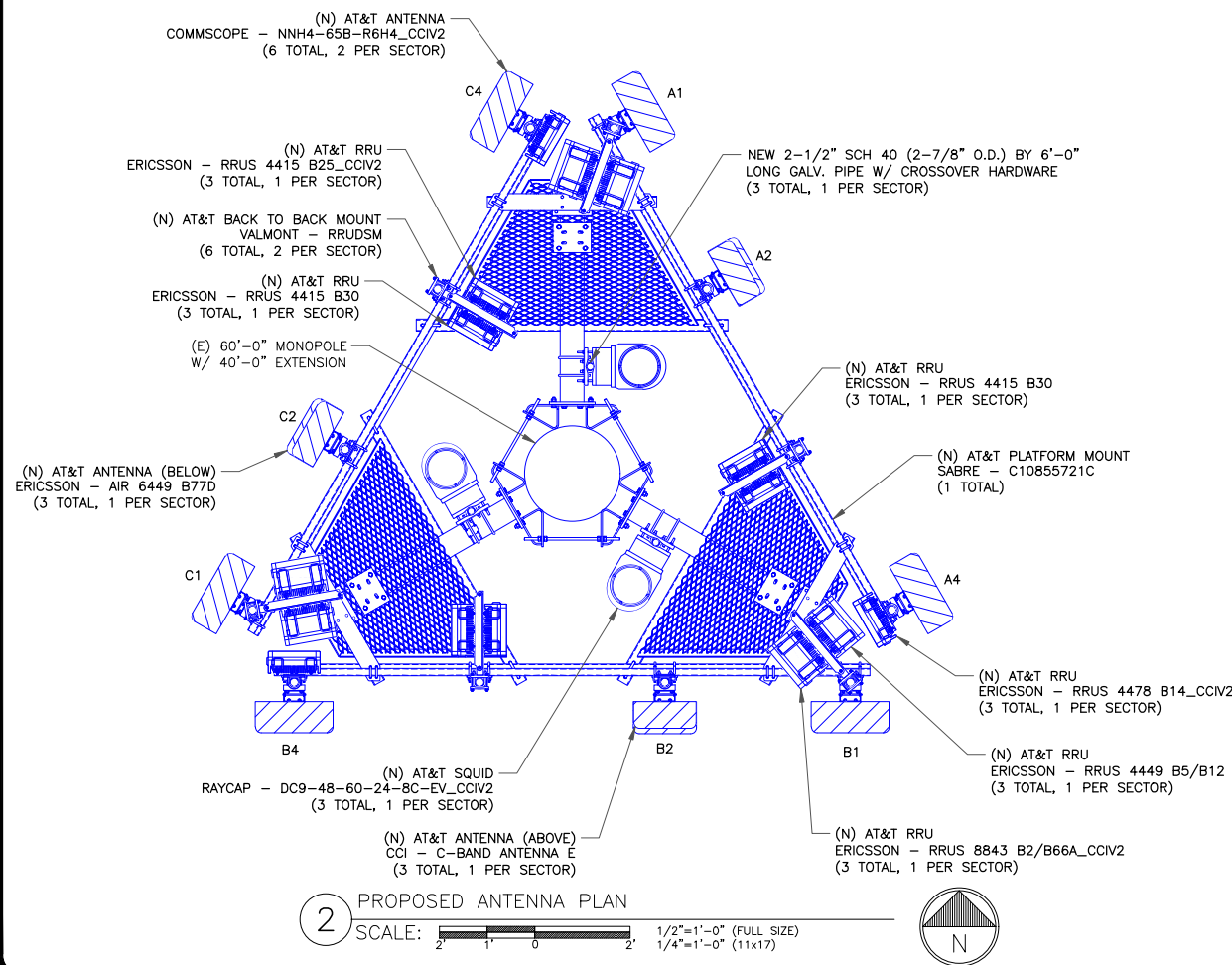
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SHEET NUMBER: C-1.2	REVISION: 3
-------------------------------	-----------------------

1 SITE PLAN
SCALE: 1/2"=1'-0" (FULL SIZE)
1/4"=1'-0" (11x17)



1 FINAL ELEVATION
SCALE: NOT TO SCALE



3 ANTENNA & EQUIPMENT SCHEDULE
SCALE: NOT TO SCALE

	LOCATION	AZIMUTH IN DEGREES	RAD. CENTER	ANTENNA MAKE/MODEL	TMA/RRU/ DIPLEXER	RAYCAP	CABLE TYPE & LENGTH
ALPHA	A-1	60°	87'-0"	COMMSCOPE - NNH4-65B-R6H4_CCIV2	(1) RRUS 4449 B5/B12 (1) RRUS 8843 B2/B66A_CCIV2	(3) DC9-48-60-24-8C-EV	(9) COMMSCOPE - PWRT-606-S DC CABLES (2) COMMSCOPE - RFFT-48SM-001-XXX FIBER CABLES APPROX LENGTH = ±147'
	A-2	60°	89'-0" 85'-0"	CCI - C-BAND ANTENNA E (ABOVE) ERICSSON - AIR6449 N77D (BELOW)	---		
	A-3	---	---	---	---		
	A-4	60°	87'-0"	COMMSCOPE - NNH4-65B-R6H4_CCIV2	(1) RRUS 4415 B25_CCIV2 (1) RRUS 4415 B30 (1) RRUS 4478 B14_CCIV2		
BETA	B-1	180°	87'-0"	COMMSCOPE - NNH4-65B-R6H4_CCIV2	(1) RRUS 4449 B5/B12 (1) RRUS 8843 B2/B66A_CCIV2		
	B-2	180°	89'-0" 85'-0"	CCI - C-BAND ANTENNA E (ABOVE) ERICSSON - AIR6449 N77D (BELOW)	---		
	B-3	---	---	---	---		
	B-4	180°	87'-0"	COMMSCOPE - NNH4-65B-R6H4_CCIV2	(1) RRUS 4415 B25_CCIV2 (1) RRUS 4415 B30 (1) RRUS 4478 B14_CCIV2		
GAMMA	C-1	300°	87'-0"	COMMSCOPE - NNH4-65B-R6H4_CCIV2	(1) RRUS 4449 B5/B12 (1) RRUS 8843 B2/B66A_CCIV2		
	C-2	300°	89'-0" 85'-0"	CCI - C-BAND ANTENNA E (ABOVE) ERICSSON - AIR6449 N77D (BELOW)	---		
	C-3	---	---	---	---		
	C-4	300°	87'-0"	COMMSCOPE - NNH4-65B-R6H4_CCIV2	(1) RRUS 4415 B25_CCIV2 (1) RRUS 4415 B30 (1) RRUS 4478 B14_CCIV2		

"LOOK UP" - CROWN CASTLE USA INC.
SAFETY CLIMB REQUIREMENT:

THE INTEGRITY OF THE SAFETY CLIMB AND ALL COMPONENTS OF THE CLIMBING FACILITY SHALL BE CONSIDERED DURING ALL STAGES OF DESIGN, INSTALLATION, AND INSPECTION. TOWER MODIFICATION, MOUNT REINFORCEMENTS, AND/OR EQUIPMENT INSTALLATIONS SHALL NOT COMPROMISE THE INTEGRITY OR FUNCTIONAL USE OF THE SAFETY CLIMB OR ANY COMPONENTS OF THE CLIMBING FACILITY ON THE STRUCTURE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO: PINCHING OF THE WIRE ROPE, BENDING OF THE WIRE ROPE FROM ITS SUPPORTS, DIRECT CONTACT OR CLOSE PROXIMITY TO THE WIRE ROPE WHICH MAY CAUSE FRICTIONAL WEAR, IMPACT TO THE ANCHORAGE POINTS IN ANY WAY, OR TO IMPEDE/BLOCK ITS INTENDED USE. ANY COMPROMISED SAFETY CLIMB, INCLUDING EXISTING CONDITIONS MUST BE TAGGED OUT AND REPORTED TO YOUR CROWN CASTLE USA INC. POC OR CALL THE NOC TO GENERATE A SAFETY CLIMB MAINTENANCE AND CONTRACTOR NOTICE TICKET.

- INSTALLER NOTES:
- REFERENCE C-3 FOR FINAL EQUIPMENT SCHEDULE.
 - REFERENCE C-4 FOR NEW EQUIPMENT SPECIFICATIONS.
 - CONTRACTOR TO VERIFY ALL ANTENNA TIP HEIGHTS DO NOT EXCEED BEACON BASE HEIGHT.
 - 3'-0" MINIMUM DISTANCE REQUIRED BETWEEN LTE ANTENNAS ON SAME SECTOR.
 - 6'-0" MINIMUM DISTANCE REQUIRED BETWEEN 700BC & 700DE ANTENNAS ON SAME SECTOR.
 - 4'-0" MINIMUM DISTANCE REQUIRED BETWEEN LTE 700 ANTENNAS ON OPPOSING SECTORS.
 - ALL ANTENNA MEASUREMENT DISTANCES MUST BE EDGE TO EDGE (RELOCATE ANTENNAS AS NEEDED).
 - 8" MINIMUM DISTANCE REQUIRED BETWEEN ANTENNA & RADIO. SEE GENERIC EXAMPLE DETAIL ON SHEET C-4.



AT&T SITE NUMBER: IL0684

BU #: 875582
KLANCNIK BROS.

2064 MANNHEIM RD
DES PLAINES, IL 60018

EXISTING 60'-0" MONOPOLE

ISSUED FOR:

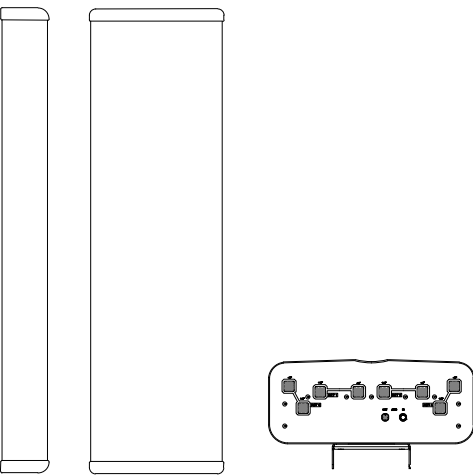
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1	02/10/22	WVN	CONSTRUCTION	MEP
2	02/16/22	WVN	CONSTRUCTION	MEP
3	04/25/22	WVN	CONSTRUCTION	MEP



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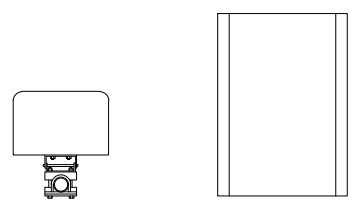
SHEET NUMBER: **C-2** REVISION: **3**

Page 31 of 37



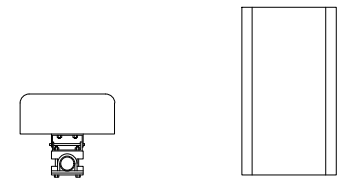
COMMSCOPE - NNH4-65B-R6H4_CCIV2
 WEIGHT (FULLY EQUIPPED): 83.3 LBS
 SIZE (HxWxD): 72x19.6x7.8 IN.

1 COMMSCOPE - NNH4-65B-R6H4_CCIV2
 SCALE: NOT TO SCALE



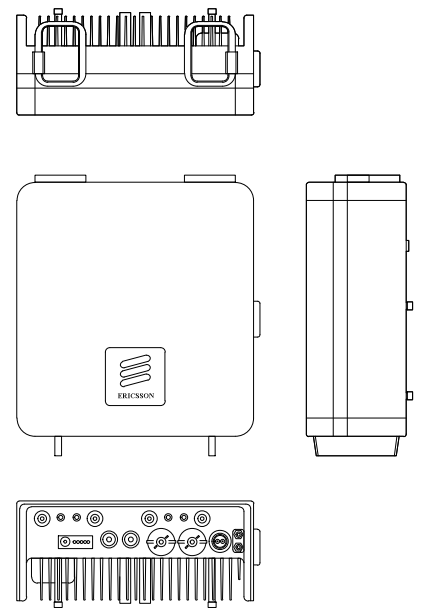
ERICSSON - AIR 6449 B77D
 WEIGHT (WITHOUT MOUNTING HARDWARE): 81.6 LBS
 SIZE (HxWxD): 30.39x15.87x8.07 IN.

2 ERICSSON - AIR 6449 B77D
 SCALE: NOT TO SCALE



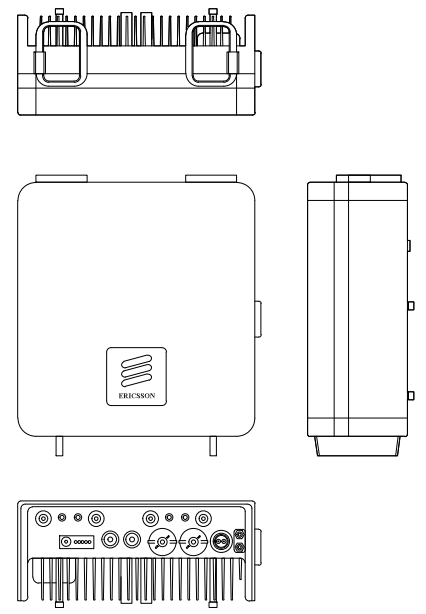
CCI - C-BAND ANTENNA E
 WEIGHT (WITHOUT MOUNTING HARDWARE): 66.2 LBS
 SIZE (HxWxD): 27.95x15.75x6.68 IN.

3 CCI - C-BAND ANTENNA E
 SCALE: NOT TO SCALE



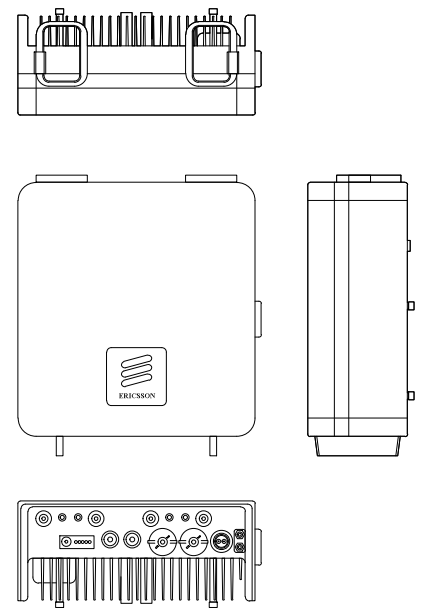
ERICSSON - RRUS 4415 B25_CCIV2
 WEIGHT: 46.0 LBS
 SIZE (HxWxD): 16.5x13.4x5.9 IN.

4 ERICSSON - RRUS 4415 B25_CCIV2
 SCALE: NOT TO SCALE



ERICSSON - RRUS 4415 B30
 WEIGHT: 46.0 LBS
 SIZE (HxWxD): 16.5x13.4x5.9 IN.

5 ERICSSON - RRUS 4415 B30
 SCALE: NOT TO SCALE



ERICSSON - RRUS 4478 B14_CCIV2
 WEIGHT: 59.4 LBS
 SIZE (HxWxD): 18.1x13.2x8.26 IN.

6 ERICSSON - RRUS 4478 B14_CCIV2
 SCALE: NOT TO SCALE

575 MOROSGO DRIVE
 ATLANTA, GA 30324-3300

20 N. MARTINGALE DRIVE, SUITE 440
 SCHAUMBURG, IL 60173

POWER OF DESIGN
 11490 BLUEGRASS PKWY
 LOUISVILLE, KY 40299
 502-437-5252

AT&T SITE NUMBER: **IL0684**

BU #: **875582**

KLANCNIK BROS.

2064 MANNHEIM RD
 DES PLAINES, IL 60018

EXISTING 60'-0" MONOPOLE

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES/QA
0	10/28/21	ADE	CONSTRUCTION	MEP
1	02/10/22	WAM	CONSTRUCTION	MEP
2	02/16/22	WAM	CONSTRUCTION	MEP
3	04/25/22	WAM	CONSTRUCTION	MEP

MARK L. PATTERSON
 062-067337
 LICENSED PROFESSIONAL ENGINEER
 STATE OF ILLINOIS
 04/25/2022
 EXPIRES: 11/30/2021

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SHEET NUMBER: **C-3.1** REVISION: **3**

INFORMATION

AT&T Mobility operates telecommunications antennas at this location. Remain at least 3 feet away from any antenna and obey all posted signs.

Contact the owners(s) of the antenna(s) before working closer than 3 feet from the antenna(s).

Contact AT&T Mobility at 800-638-2822 prior to performing any maintenance or repairs near AT&T Mobility antennas.

This is site # _____
Contact the management office if this door/hatch/gate is found unlocked.

INFORMACION

en esta propiedad se ubican antenas de telecomunicaciones operadas por AT&T Mobility. Favor mantener una distancia de no menos de 3 pies y obedecer todos los avisos.

comuníquese con el propietario o los propietarios de las antenas de trabajar o caminar de menos de 3 pies de la antena.

comuníquese con AT&T Mobility 800-638-2822 antes de realizar cualquier mantenimiento o reparaciones cerca de las antenas de AT&T Mobility.

Esta es la estación base número _____
Favor comunicarse con la oficina de la administración del edificio si esta puerta o compuerta se encuentra sin candado.

WARNING

Beyond this point:
Radio frequency fields at this site may exceed FCC rules for human exposure.

Failure to obey all posted signs and site guidelines for working in radio frequency environments could result in serious injury.

In accordance with federal communication commission rules on radio frequency emission 47 CFR 1.1307(b)

CAUTION

Beyond this point:
Radio frequency fields at this site may exceed FCC rules for human exposure.

For your safety, obey all posted signs and site guidelines for working in radio frequency environments.

In accordance with federal communication commission rules on radio frequency emission 47 CFR 1.1307(b)

RFE NOTICE (GREEN) SIGN
8" WIDE x 12" HIGH

RFE NOTICE (BLUE) SIGN
12" WIDE x 18" HIGH

RFE NOTICE (YELLOW) SIGN
12" WIDE x 18" HIGH

RF CAUTION SIGNS:
RF CAUTION SIGNS TO BE INSTALLED AS DETERMINED BY SITE RF EXPOSURE SURVEY

1 RF SIGNAGE
SCALE: NOT TO SCALE

property of **at&t**

AUTHORIZED PERSONNEL ONLY!

In case of emergency, or prior to performing maintenance on this site, call 800-638-2822 and reference site number: _____
FA# _____

AT&T IDENTIFICATION SIGN
8" X 12"
NOT TO SCALE

AT&T IDENTIFICATION SIGN
3" X 6.5"
NOT TO SCALE

2 IDENTIFICATION SIGNAGE
SCALE: NOT TO SCALE

575 MOROSGO DRIVE
ATLANTA, GA 30324-3300

20 N. MARTINGALE DRIVE, SUITE 440
SCHAUMBURG, IL 60173

POWER OF DESIGN
11490 BLUEGRASS PKWY
LOUISVILLE, KY 40299
502-437-5252

AT&T SITE NUMBER: **IL0684**

BU #: **875582**
KLANCNIK BROS.

2064 MANNHEIM RD
DES PLAINES, IL 60018

EXISTING 60'-0" MONOPOLE

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES/QA
0	10/28/21	ADE	CONSTRUCTION	MEP
1	02/10/22	WVN	CONSTRUCTION	MEP
2	02/16/22	WVN	CONSTRUCTION	MEP
3	04/25/22	WVN	CONSTRUCTION	MEP

04/25/2022

EXPIRES: 11/30/2021

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15"

DIESEL FUEL COMBUSTIBLE

12" **NO SMOKING**

NO OPEN FLAMES

FUEL TANK CAPACITY ___ GALS

FUEL TANK SIGN
NOT TO SCALE

FOR FUEL & OTHER ENVIRONMENTAL EMERGENCIES CALL EH&S

1-800-566-9347
(1-800-KNOW-EHS)

YELLOW EH&S SIGN
NOT TO SCALE

HAZARD DIAMOND SIGN
15" x 15" W/ 6" LETTERS
NOT TO SCALE

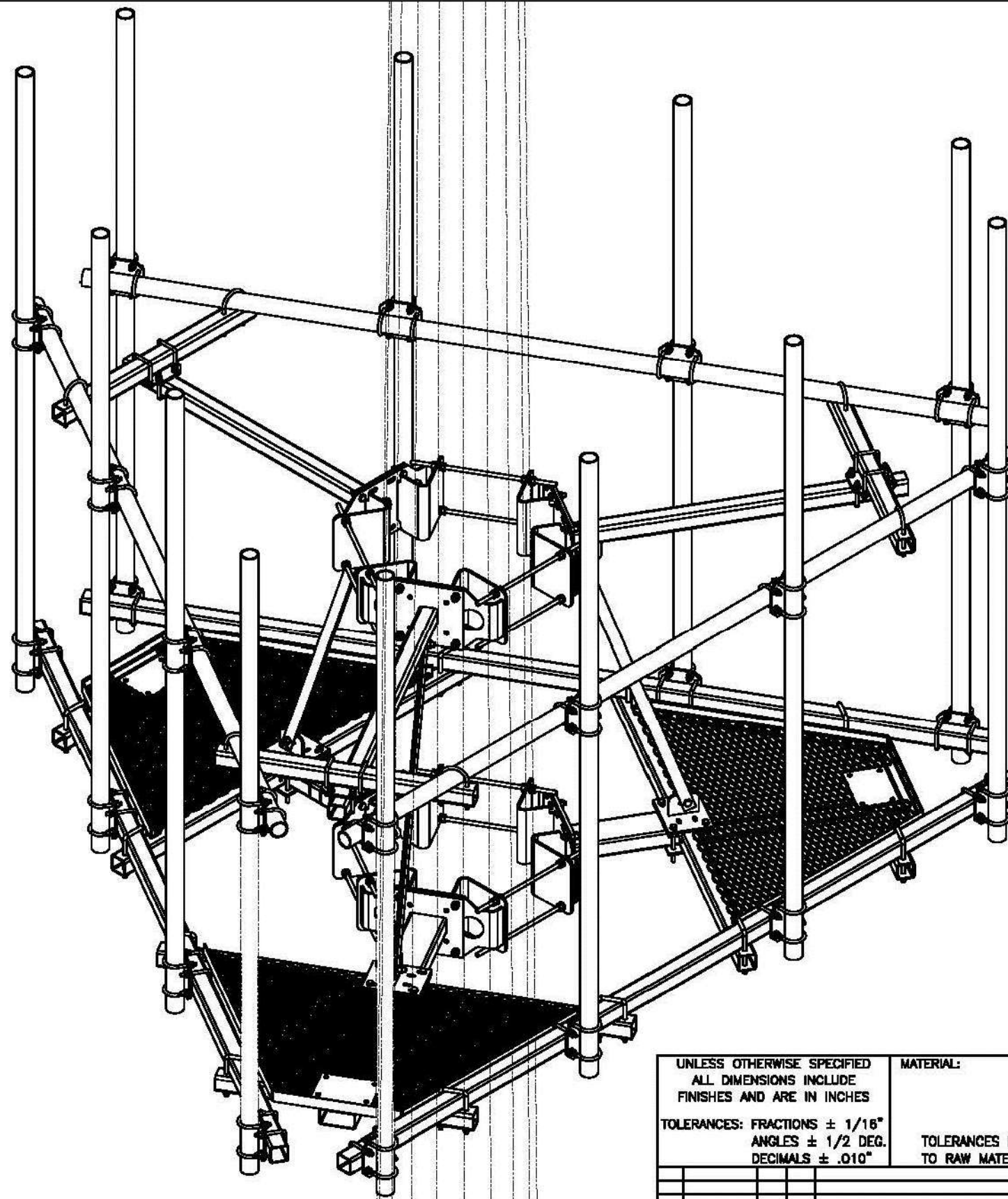
3 GENERATOR SIGNAGE
SCALE: NOT TO SCALE

4 NOT USED
SCALE: NOT TO SCALE



C10855721C SABRE 12' HD TENSION PLATFORM W/(12) 2 7/8" O.D. X 10' MTG PIPES

ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT
1.	1	C10855111C	12' HC PLATFORM ASSEMBLY	913
2.	1	C10112377	TRI-COLLAR BRACKET ASSEMBLY	208
3.	1	C10851301	SUPPORT RAIL/TENSION BRACKET 12'	900
4.	12	C10902025	CROSSOVER PLATE KIT 2 7/8"φ TO 2 7/8"φ PIPES	108
5.	12	C10902502	CROSSOVER PLATE KIT 3" SQ. TUBE TO 2 7/8"φ PIPES	108
6.	12	C10901329	PIPE, 2 7/8" O.D. X .203 X 10'-0	722
TOTAL WEIGHT				2959



ISOMETRIC VIEW
SEE PAGES 2 & 3
FOR ADDITIONAL DETAILS

Patent Pending

UNLESS OTHERWISE SPECIFIED
ALL DIMENSIONS INCLUDE
FINISHES AND ARE IN INCHES
TOLERANCES: FRACTIONS ± 1/16"
ANGLES ± 1/2 DEG.
DECIMALS ± .010"

MATERIAL:
TOLERANCES DO NOT APPLY
TO RAW MATERIAL

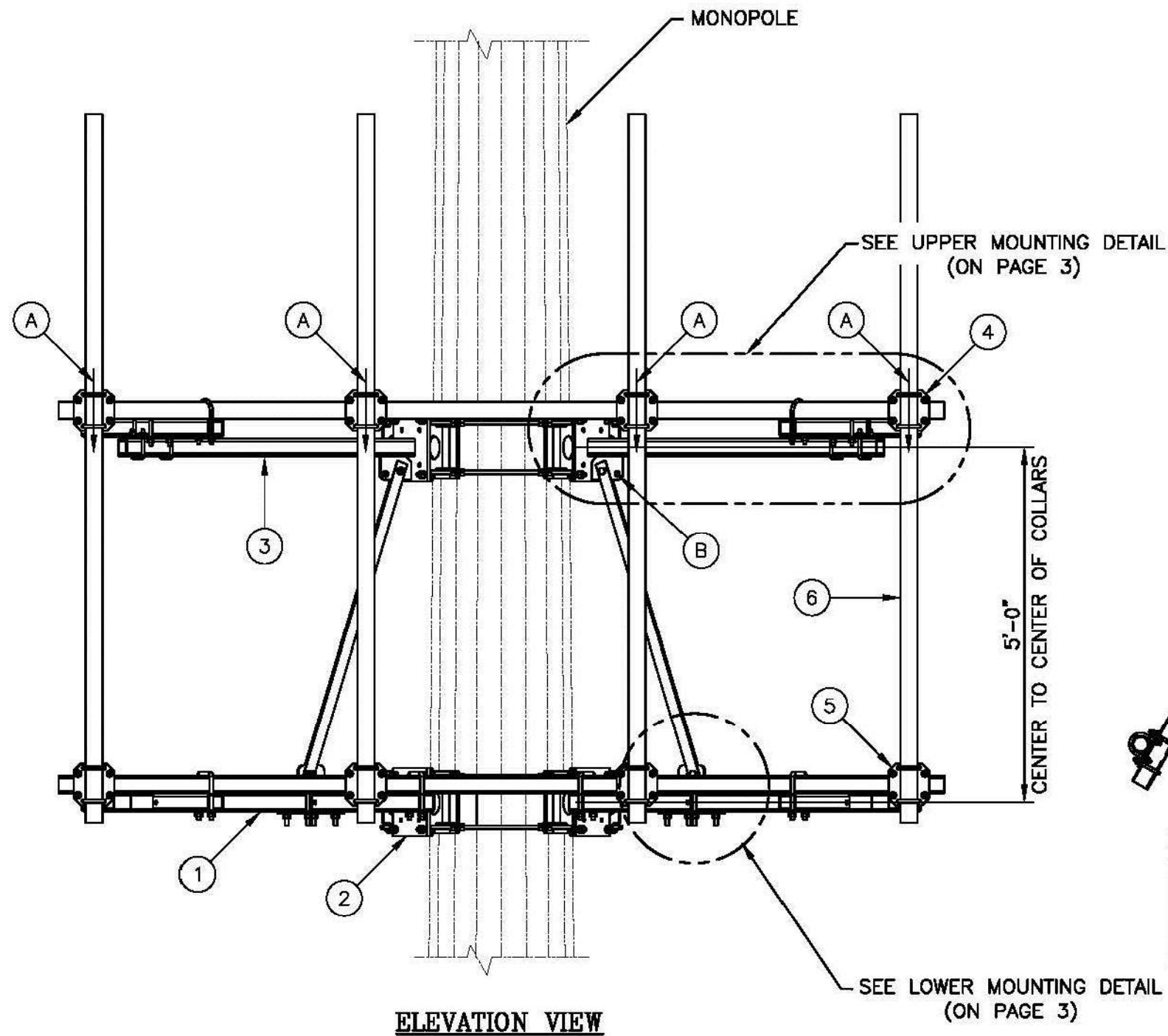


**12' HD M.O.V.E. PLATFORM
W/(12) 2 7/8" O.D. X 10' MOUNTING PIPES**

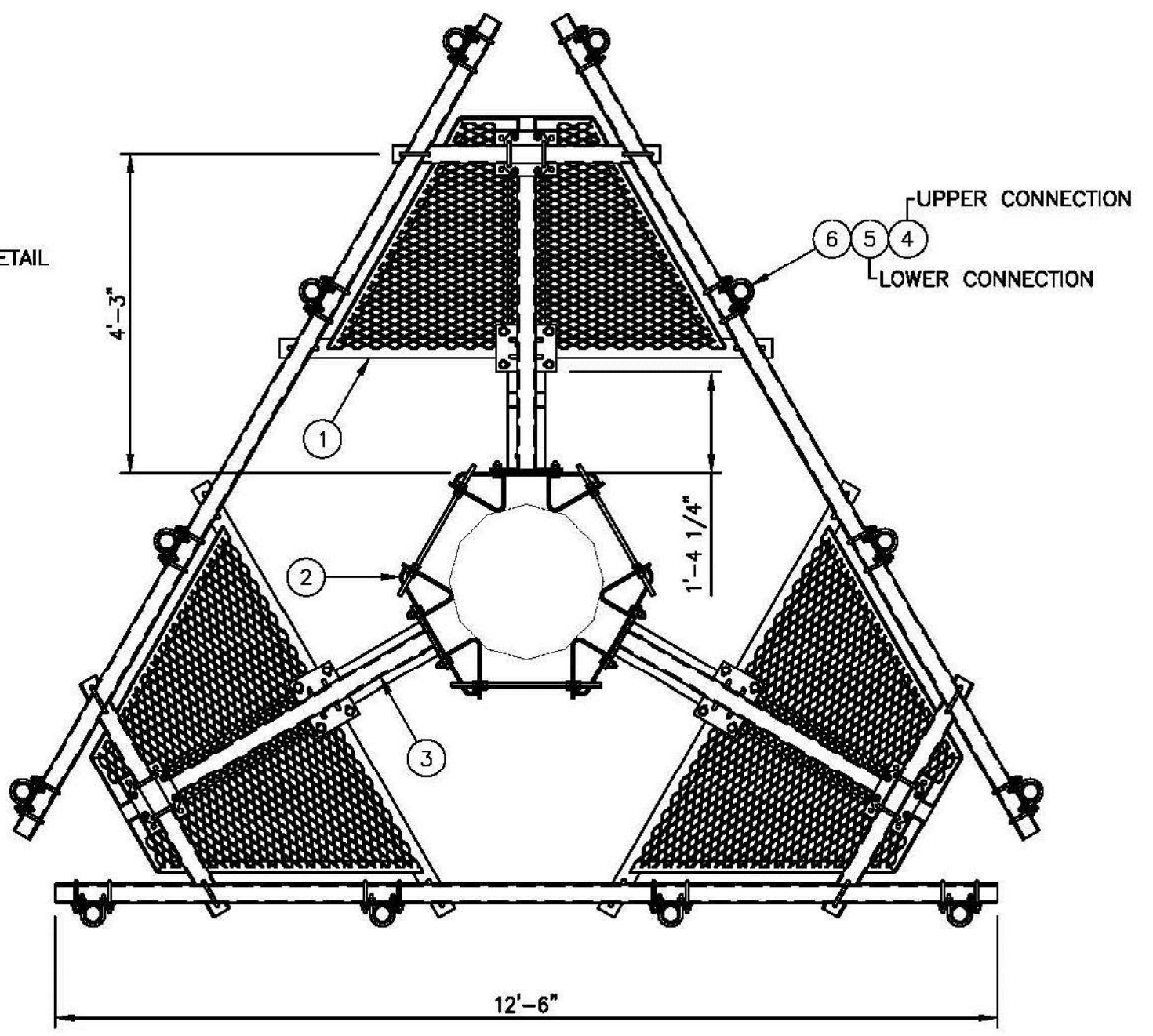
REV	DATE	DRWCHK	DESCRIPTION

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DATE	10/18/17	SIZE	B	DRAWING NO.	C10855721C	REV	0
DRAWN BY	WRF	SCALE	None	PAGE	1 OF 3		
CHECKED BY	WMN						



ELEVATION VIEW



PLAN VIEW

NOTES:

1. SABRE INDUSTRIES RECOMMENDS A FALL PROTECTION PLAN BE COMPLETED AND FOLLOWED BY A COMPETENT PERSON FOR EACH CLIMB.
2. ANY CONSTRUCTION OR MAINTENANCE MUST BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF ANSI/TIA-222, ANSI/TIA-322 AND ANSI/TIA-1019A.
3. LOCATIONS LABELED "A" HAVE BEEN DESIGNED FOR A 500 LB. VERTICAL LIVE LOAD CONSIDERED WITH A 30 MPH 3-SECOND GUST WIND SPEED. THIS LOAD CAN ONLY BE APPLIED AT ONE LOCATION AT A TIME. ARROW SHOWN REPRESENTS THE VERTICAL LOAD. CONNECTION AND RIGGING TO BE DETERMINED BY A COMPETENT RIGGER IN ACCORDANCE WITH ANSI/TIA-1019A.
4. LOCATIONS LABELED "B" HAVE BEEN DESIGNED FOR A 3600 LB. VERTICAL FACTORED LOAD IN ACCORDANCE WITH TIA-222 SECTION 12.

UNLESS OTHERWISE SPECIFIED
ALL DIMENSIONS INCLUDE
FINISHES AND ARE IN INCHES

TOLERANCES: FRACTIONS $\pm 1/16"$
ANGLES $\pm 1/2$ DEG.
DECIMALS $\pm .010"$

MATERIAL:
TOLERANCES DO NOT APPLY
TO RAW MATERIAL



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**12' HD M.O.V.E. PLATFORM
W/(12) 2 7/8" O.D. X 10' MOUNTING PIPES**

REV	DATE	DRW/CHK	DESCRIPTION

DATE	10/18/17	SIZE	B	DRAWING NO.	C10855721C	REV	0
DRAWN BY	WRF	SCALE	None	PAGE	2 OF 3		
CHECKED BY	WMN						

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The City of Des Plaines, Illinois ("**City**");

WHEREAS, New Cingular Wireless PCS, LLC by Crown Castle USA, INC ("**Petitioner**") desires to install a 30-foot extension ("**Proposed Cell Tower Extension**") onto an existing Commercial Mobile Radio Service Facility ("**Existing Cell Tower**") on the subject property consisting of 197,240 square feet and commonly known as 2064-2074 Mannheim Road, Des Plaines, Illinois ("**Subject Property**"); and

WHEREAS, Extra Space Storage ("**Owner**") is the owner of the Subject Property and has consented to the Petitioner's application; and

WHEREAS, Ordinance No. Z-28-22 adopted by the City Council of the City of Des Plaines on _____, 2022 ("**Ordinance**"), grants approval of Major Variations to allow the Proposed Cell Tower Extension on the Subject Property, subject to certain conditions; and

WHEREAS, Petitioner and Owner desire to evidence to the City their 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, Petitioner and 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-28-22, 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 does hereby hold harmless and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the City's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Subject Property, and (d) the performance by Petitioner of its obligations under this Unconditional Agreement and Consent.

NEW CINGULAR WIRELESS PCS, LLC BY CROWN CASTLE USA, INC

By: _____

Its: _____

SUBSCRIBED and **SWORN** to
before me this _____ day of
_____, 2022.

Notary Public

EXTRA SPACE STORAGE

By: _____

Its: _____

SUBSCRIBED and **SWORN** to
before me this _____ day of
_____, 2022.

Notary Public



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

MEMORANDUM

Date: October 26, 2022
 To: Michael Bartholomew, City Manager
 From: Dorothy Wisniewski, Assistant City Manager/Director of Finance
 Subject: 2022 Tax Levy Abatement Ordinances

Issue: For the City Council to adopt the 2022 Tax Levy Abatement Ordinances for the below listed General Obligation Bonds.

Analysis: Each year the City adopts several tax abatement ordinances to reduce the amount of property taxes levied for various bond issues. During the initial issuance of these General Obligation (G.O.) Bonds the plan was that alternative revenue would be established, or designated, and used to pay the annual debt service.

Table 1 below summarizes the bond issues, City ordinances, original levy amounts, abatement amounts and the tax levy to be extended.

<i>Table 1</i>				
G.O. Bond Series	City Ordinance	Levy Amount	Abatement Amount	Levy to be Extended
2009A	M-38-09	745,000.00	745,000.00	-
2018	M-04-18	2,105,550.00	2,105,550.00	-
Total		2,850,550.00	2,850,550.00	-

The following provides a brief description of the abatement ordinances, the purpose of each bond issue and the funding available for the payment of the outstanding principal and interest for the tax year 2022.

Abatement of the Taxable General Obligation Refunding Bonds, Series 2009A: These bonds were issued to refund taxable G.O. Bonds, Series 2003C and Series 2004B which were originally issued for land acquisition and infrastructure improvements within TIF #6. TIF #6 funds will be used to abate the annual levy for the principal and interest for the tax year 2022.

Abatement of the Taxable General Obligation Refunding Bonds, Series 2018: These bonds were issued to refund the G.O. Bonds, Series 2010A and 2010B which were originally issued for land acquisition and infrastructure improvements within TIF #3. TIF #3 will be used to abate the annual levy for the principal and interest for the tax year 2022.

Recommendation: I recommend that the City Council approve the property tax abatements which will result in a reduction to the 2022 Property Tax Levy.

Attachments:

1. Ordinance M-31-22/Abatement – 2009A Taxable General Obligation Refunding Bonds
2. Ordinance M-32-22/Abatement – 2018 Taxable General Obligation Refunding Bonds

CITY OF DES PLAINES

ORDINANCE M - 31 - 22

AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2022 TAX LEVY FOR THE 2009 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2009A.

WHEREAS, on October 19, 2009, the City Council of the City of Des Plaines adopted Ordinance M-38-09, titled "Ordinance Authorizing the Issuance of Taxable General Obligation Refunding Bonds, Series 2009A, of the City of Des Plaines, Illinois," which provided for the issuance of \$3,173,083.75 Series 2009A Taxable General Obligation Refunding Bonds; and

WHEREAS, Ordinance M-38-09 provided for the levy of taxes for the tax year 2022 sufficient to produce the amount of \$745,000.00 for the payment of principal and interest on said bonds; and

WHEREAS, sufficient TIF Funds are available to abate the annual levy for the principal and interest on the Series 2009A Taxable General Obligation Refunding Bonds for the tax year 2022;

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

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

SECTION 2: ABATEMENT OF TAX LEVY. The City Council authorizes and directs the County Clerk of Cook County, Illinois, to abate the following amount of taxes to be levied for the Series 2009A General Obligation Refunding Bonds:

Ordinance	Tax Year	Levy	Abatement	Levy to be Extended
M-38-09	2022	\$745,000.00	\$745,000.00	\$0.00

SECTION 3: FILING OF CERTIFIED COPY. The City Council hereby directs the City Clerk of the City of Des Plaines to file with the County Clerk of Cook County, Illinois, a certified copy of this ordinance.

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

PASSED this _____ day of _____, 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

CITY OF DES PLAINES

ORDINANCE M - 32 - 22

AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2022 TAX LEVY FOR THE 2018 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2018.

WHEREAS, on March 5, 2018, the City Council of the City of Des Plaines adopted Ordinance M-04-18, titled "Ordinance Authorizing the Issuance of General Obligation Refunding Bonds, Series 2018, of the City of Des Plaines, Illinois," which provided for the issuance of \$12,410,000.00 Series 2018 General Obligation Refunding Bonds; and

WHEREAS, Ordinance M-04-18 provided for the levy of taxes for the tax year 2022 sufficient to produce the amount of \$2,105,550.00 for the payment of principal and interest on said bonds; and

WHEREAS, sufficient TIF Funds are available to abate the annual levy for the principal and interest on the Series 2018 General Obligation Refunding Bonds for the tax year 2022;

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

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

SECTION 2: ABATEMENT OF TAX LEVY. The City Council authorizes and directs the County Clerk of Cook County, Illinois, to abate the following amount of taxes to be levied for the Series 2018 General Obligation Refunding Bonds:

Ordinance	Tax Year	Levy	Abatement	Levy to be Extended
M-04-18	2022	\$2,105,550.00	\$2,105,550.00	\$0.00

SECTION 3: FILING OF CERTIFIED COPY. The City Council hereby directs the City Clerk of the City of Des Plaines to file with the County Clerk of Cook County, Illinois, a certified copy of this ordinance.

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

PASSED this _____ day of _____, 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



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

MEMORANDUM

Date: October 26, 2022
 To: Michael G. Bartholomew, City Manager
 From: Dorothy Wisniewski, Assistant City Manager/Director of Finance
 Subject: Special Service Areas 2022 Tax Levy Ordinances

Issue: For the City Council to consider the 2022 Tax Levy Ordinances related to Special Service Area #15.

Analysis: Each year the City adopts several property tax levy ordinances to collect the special assessment attributable to the respective properties within the aforementioned Special Service Areas (SSA’s) for completed projects that were not funded by general taxation. *Table 1* below summarizes the SSA’s, the locations, the improvement projects, the ordinances establishing the SSA and the 2022 tax levy amounts to be collected in 2023:

Table 1

SSA #	Location	Improvement Project	SSA Ordinance	Levy Amount
15	345 & 353 Ardmore Road	Rear Yard Drainage	M-03-14	1,643
			Total	1,643

The SSA financing allows the City to provide a service, improvement or facility in a specific area of the community. This technique usually involves levying an additional property tax only in the particular area that receives the special service or improvement. SSA financing enables the municipality to provide any public service to a portion of its jurisdiction without burdening the entire community with a debt or operating tax. It is the only financing method which permits a tax rate in one part of a municipal jurisdiction that will not apply in the rest of the municipality.

Recommendation: I recommend that the City Council approve the 2022 Tax Levy Ordinances for Special Service Area #15 in the total amount of \$1,643.

Attachments:

1. Ordinance M-33-22 - 2022 Tax Levy, Special Service Area #15 (Rear Yard Drainage, 345 and 353 Ardmore Road) in the amount of \$1,643

CITY OF DES PLAINES

ORDINANCE M - 33 - 22

AN ORDINANCE LEVYING TAXES FOR SPECIAL SERVICE AREA NO. 15 OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS.

WHEREAS, on February 18, 2014, the Corporate Authorities of the City of Des Plaines adopted Ordinance M-3-14, creating Special Service Area No. 15 ("**SSA No. 15**"), being recorded with the County Recorder of Deeds as Document #1408519053; and

WHEREAS, Ordinance M-03-14 states that there will be an annual tax levy not to exceed \$1,745.64 for the tax years 2014 to 2023, for the payment of the special services of rear yard drainage improvements, at an estimated cost of \$12,686, with estimated interest repayment cost of \$3,744, for a total amount to be collected for tax years 2014 through 2023 of \$16,430, which equals ten annual tax levies of \$1,643 for tax years 2014 through 2023;

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

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

SECTION 2: TAX LEVY. Pursuant to City of Des Plaines Ordinance M-03-14, the City of Des Plaines hereby levies \$1,643 in taxes for SSA No. 15 purposes against all taxable property in SSA No. 15 of the City of Des Plaines for tax year 2022.

SECTION 3: FILING WITH COUNTY CLERK. The City Council hereby directs the City Clerk of the City of Des Plaines to file with the County Clerk of Cook County, Illinois, a certified copy of this Ordinance.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 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



FINANCE DEPARTMENT

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

MEMORANDUM

Date: October 26, 2022

To: Michael G. Bartholomew, City Manager

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

Subject: Termination of Special Service Area (SSA) No. 9, SSA No. 10 and SSA No. 14

Issue: For the City Council to approve the ordinance terminating expired SSA No. 9, SSA No. 10 and SSA No. 14 as of the 2022 Tax Year.

Analysis: The City adopts several property tax levy ordinances annually to collect the special assessment attributable to the respective properties within an SSA for completed projects that were not funded by general taxation.

SSA No. 9 was established per Ordinance M-20-07, adopted on May 7, 2007, whereby the City was authorized to provide parking lot improvements at 624-640 West Algonquin Road. During the years of 2007 through 2021, the annual tax levy related to the improvements was \$2,309. The levy amounts included interest and construction costs.

SSA No. 10 was established per Ordinance M-21-07, adopted on May 7, 2007, whereby the City was authorized to provide parking lot improvements at 642-658 West Algonquin Road. During the years of 2007 through 2021, the annual tax levy related to the improvements was \$2,920. The levy amounts included interest and construction costs.

SSA No. 14 was established per Ordinance M-31-12, adopted on October 1, 2012, whereby the City was authorized to provide rear yard drainage improvements at 2132, 2140 and 2148 Plainfield Drive. During the years of 2012 through 2021, the annual tax levy related to the improvements was \$830. The levy amounts included interest and construction costs.

Given that all improvements contemplated by Ordinance M-20-07, Ordinance M-21-07 and Ordinance M-31-12 have been completed, the City has to file a termination of the expired SSA's with Cook County. This process can be completed by passage of an Ordinance by the City Council and filing with the County Clerk's Map Department.

Recommendation: I recommend that the City Council approve Ordinance M-34-22 terminating the expired SSA No. 9, SSA No. 10 and SSA No. 14.

Attachments:

Ordinance M-34-22 - Ordinance Terminating Expired Special Service Areas

CITY OF DES PLAINES

ORDINANCE M - 34 - 22

AN ORDINANCE TERMINATING EXPIRED SPECIAL SERVICE AREAS 9, 10 AND 14.

WHEREAS, on May 7, 2007, the City Council of the City of Des Plaines adopted Ordinance M-20-07, which created a special service area designated as the "Special Service Area Number Nine" for the purpose of providing parking lot improvements at 624-640 West Algonquin Road ("**SSA No. 9**"); and

WHEREAS, on May 7, 2007, the City Council of the City of Des Plaines adopted Ordinance M-21-07, which created a special service area designated as the "Special Service Area Number Ten" for the purpose of providing parking lot improvements at 642-658 West Algonquin Road ("**SSA No. 10**"); and

WHEREAS, on October 1, 2012, the City Council of the City of Des Plaines adopted Ordinance M-31-12, which created a special service area designated as the "Special Service Area Number Fourteen" for the purpose of rear yard drainage improvements at 2132, 2140 and 2148 Plainfield Drive ("**SSA No. 14**"); and

WHEREAS, all improvements contemplated by Ordinance M-20-07, Ordinance M-21-07 and Ordinance M-31-12 have been completed, the City has not issued tax levies for SSA No. 9, SSA No. 10, and SSA No. 14 since the 2021 tax year, and there are no excess funds available; and

WHEREAS, the City Council has determined that the termination of SSA No. 9, SSA No. 10 and SSA No. 14 is in the best interest of the City;

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

SECTION 1. RECITALS. The recitals set forth above are incorporated herein by reference and made a part hereof.

SECTION 2. TERMINATION OF SPECIAL SERVICE AREAS. The following Special Service Areas are hereby terminated as of the 2022 Tax Year:

Agency Name	Agency No.
City of Des Plaines Special Service Area 9	03-0290-106
City of Des Plaines Special Service Area 10	03-0290-107
City of Des Plaines Special Service Area 14	03-0290-111

SECTION 3: FILING WITH COUNTY. After the Effective Date of this Ordinance, the City Clerk is directed to file a certified copy of this Ordinance in the Office of the Cook County Clerk.

SECTION 4. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage, by a vote of the corporate authorities, approval, publication and posting as provided by law.

PASSED this ____ day of _____, 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



**PUBLIC WORKS AND
ENGINEERING DEPARTMENT**

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

MEMORANDUM

Date: October 27, 2022

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

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

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

Subject: Task Order #23 – Construction Phase Services for Maple Street Pump Replacements

Issue: The 2022 Budget includes funds to upgrade the pumps at the Maple Street Pumping Station.

Analysis: The City owns and maintain a potable water pumping station located at 2555 Maple Street that was constructed in the 1960s. The pumps located at this facility are original and in need of replacement. As the City enters the construction phase of this project, we requested that Trotter and Associates, the City's water system consultant, provide a task order for continued oversight of the project. Trotter provided a proposal to perform the professional services in the amount of \$48,983.00.

Recommendation: We recommend approval of Task Order #23 with Trotter and Associates, 40W201 Wasco Rd., Suite D St. Charles, IL 60175 in the amount of \$48,983.00. Funding source will be Water Fund, Professional Services, 500-00-580-0000.6000.

Attachments:

Resolution R-169-22
Exhibit A – Task Order No. 23

CITY OF DES PLAINES

RESOLUTION R - 169 - 22

**A RESOLUTION APPROVING TASK ORDER NO. 23
UNDER A MASTER CONTRACT WITH TROTTER &
ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING
SERVICES.**

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

WHEREAS, the City desires to procure construction phase engineering services related to the desired modification of the existing raw water booster pumps at the Maple Street Pumping Station ("*Engineering Services*"); and

WHEREAS, on January 21, 2020, the City Council approved Resolution R-16-20, which authorized the City to enter into a master contract ("*Master Contract*") with Trotter & Associates, Inc. ("*Consultant*") for the performance of engineering services for the City as such services are needed over time; and

WHEREAS, in accordance with Section 1-10-14 of the City Code of the City of Des Plaines, City staff has determined that the procurement of the Engineering Services is not adapted to award by competitive bidding because the Engineering Services require a high degree of professional skill where the ability or fitness of the individual plays an important part; and

WHEREAS, the City has a positive existing relationship with the Consultant, which has satisfactorily performed engineering services for the City in the past; and

WHEREAS, Consultant submitted a proposal in the not-to-exceed amount of \$48,983 to perform the Engineering Services; and

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

WHEREAS, the City desires to enter into Task Order No. 23 under the Master Contract for the procurement of the Engineering Services from Consultant in the not-to-exceed amount of \$48,983 ("*Task Order No. 23*"); and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into Task Order No. 23 with Consultant;

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

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

SECTION 2: APPROVAL OF TASK ORDER NO. 23. The City Council hereby approves Task Order No. 23 in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

SECTION 3: AUTHORIZATION TO EXECUTE TASK ORDER NO. 23. The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, final Task Order No. 23.

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 Task Order No 23 with Trotter & Assc for Const Phase Srves for Maple St Pump Replacements

TASK ORDER 23

Construction Phase Services for
Maple Street Pump Replacements

In accordance with Section 1.2 of the Master Contract dated January 21, 2020 between the City of Des Plaines (the “City”) and Trotter and Associates, Inc. (the “Consultant”), the Parties agree to the following Task Number 23:

1. **Contracted Services:** Construction Phase Services related to the desired modification of existing raw water booster pumps at Maple Street Pumping Station:
 - Assist the City in obtaining price quotes for equipment to be purchased directly by the City.
 - Assist with obtaining competitive bids for construction of the project.
 - Review submittals for conformance with the project requirements.
 - Make periodic site visits to verify that the work is performed in accordance with the plans and specifications.
 - Respond to Contractor Requests for Information as necessary.
 - Generate punch list and perform punch list inspection.
2. **Project Schedule:** Services to proceed immediately
3. **Project Completion Duration:**
 - It is anticipated that Construction Phase services will require in excess of 1 year due to equipment procurement lead times.
4. **Project Specific Pricing** (if applicable):
 - For Construction Phase services our compensation shall be Time and Material not to exceed \$48,983.00.
 - Reimbursables: Per the schedule in place for the general contract.
5. **Additional Changes to the Master Contract** (if applicable):
 - Outside services, if any, will be passed through to the City without markup.


ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

[Signature Page Follows]

CITY

CONSULTANT

Signature
Director of Public Works
And Engineering



Signature
Mark R Sikora, P.E.

_____, 20____
Date

September 1, 2022

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

Signature
City Manager

_____, 20____
Date

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

Signature
City Manager

_____, 20____
Date



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: October 27, 2022

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

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

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

Subject: Change Order #1 – Fire Station 61 Interior Renovations

Issue: The Public Works and Engineering Department was recently contacted by Fire Department personnel to add an additional 15 locker units to the remodeling project at Fire Station #61.

Analysis: The Fire Station #61 interior renovation plans were reviewed by Fire Department personnel with drawings completed by the City's architect, FGMA Architects, Inc., in April 2022. The interior remodeling project at Fire Station #61 was approved by City Council on July 18, 2022 and construction began on August 29, 2022. On September 22, 2022 Fire Department personnel requested an additional 15 lockers to be installed on the first floor. After review with the architect, to accommodate the lockers on the first floor, there would need to be a reduction to the number of bathrooms from four to three; which still meets minimum code requirements. FGMA Architects, Inc. is currently working on revised drawings for an amended permit approval.

Change Order #1 will include a credit in the amount of \$2,468.50 for toilets and showers and additional cost of \$21,465.50 for fabrication and installation of the 15 new lockers for a total change order amount of \$18,997.

Recommendation: We recommend approving the contract Change Order #1 for the Fire Station #61 Interior Renovations project with Manusos General Contracting, Inc., 91 Christopher Way, Fox Lake, IL, 60020 in the amount of \$18,997. Source of funding will be Facilities Replacement Fund.

Attachments:

Resolution R-170-22
Exhibit A – Change Order #1

CITY OF DES PLAINES

RESOLUTION R - 170 - 22

A RESOLUTION APPROVING CHANGE ORDER NO. 1 TO THE AGREEMENT WITH MANUSOS GENERAL CONTRACTING, INC. FOR THE FIRE STATION #61 INTERIOR RENOVATIONS PROJECT.

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

WHEREAS, on July 18, 2022, the City Council approved Resolution R-126-22, authorizing the City to enter into a contract ("**Agreement**") with Manusos General Contracting, Inc. ("**Contractor**") for the interior remodeling project at Fire Station #61 ("**Work**"); and

WHEREAS, Resolution R-126-22 authorized the expenditure of an amount not to exceed \$1,410,841 for the performance of the Work; and

WHEREAS, during the early stages of the Work the Fire Department determined it was necessary to add 15 additional lockers on the first floor and reduce the number of bathrooms, which required the drawings to be revised and additional labor to be performed (collectively, "**Additional Work**"); and

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

WHEREAS, Contractor submitted a proposal to perform the Additional Work in the amount of \$21,465.50, which cost is reduced by a credit in the amount of \$2,468.50 for toilets and showers that are no longer necessary, for a total amount of \$18,997; and

WHEREAS, the City and the Contractor desire to enter into Change Order No. 1 to the Agreement ("**Change Order No. 1**") for the performance of the Additional Work in the not-to-exceed amount of \$18,997, increasing the total Agreement amount to \$1,429,838; and

WHEREAS, the City has sufficient funds in the Facilities Replacement Fund to procure the Additional Work from the Contractor in the not-to-exceed amount of \$18,997; and

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

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

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

SECTION 2: APPROVAL OF CHANGE ORDER NO. 1. The City Council hereby approves Change Order No. 1 in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

SECTION 3: AUTHORIZATION TO EXECUTE CHANGE ORDER NO. 1. The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, Change Order No. 1.

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

PASSED this ___ day of _____, 2022.

APPROVED this ___ day of _____, 2022.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Change Order No 1 with Manusos General Contracting

CITY OF DES PLAINES

CHANGE ORDER

SHEET 1 OF 3

PROJECT NAME: Fire Station #61 Interior Renovations

CHANGE ORDER NO. 1

LOCATION: 405 S. River Rd., Des Plaines

CONTRACT NO.

CONTRACTOR: Manusos General Contracting, Inc.

DATE: 9/28/22

I. A. DESCRIPTION OF CHANGES INVOLVED:

Additional fabrication and installation of 15 lockers and credit for toilets and showers due to the removal of one bathroom ("Additional Work").

B. REASON FOR CHANGE:

During the course of construction Fire Department personnel requested an additional 15 lockers to be added to the approved plan which resulted in the deletion of one bathroom.

C. REVISION IN CONTRACT COST:

Contractor shall perform and complete the Additional Work at the price of eighteen thousand nine hundred and ninety-seven dollars (\$18,997.00)

II. CHANGE ORDER CONDITIONS:

1. The Completion Date established in the Contract, as signed or as modified by previous Change Orders, is hereby extended, making the final Completion Date November 30, 2022.
2. Any Work to be performed under this Change Order shall be provided, performed, and completed in full compliance with, and as required by or pursuant to, the Contract, including any Specifications and Contract Drawings for the Work to be performed under this Change Order and for Work of the same type as the Work to be performed under this Change Order, and as specified in the preceding "Description of Changes Involved."
3. Unless otherwise provided herein, all Work included in this Change Order shall be guaranteed and warranted as set forth in, and Contractor shall not be relieved from strict compliance with, the guaranty and warranty provisions of the Contract.
4. All Work included in this Change Order shall be covered under the Bonds and the insurance coverages specified in the Contract. If the Contract Price, including this Change Order, exceeds the Contract Price set forth in the Contract, as signed, by twenty percent (20%), Contractor shall submit to Owner satisfactory evidence of such increased coverage under the Bonds.

III. ADJUSTMENTS IN CONTRACT PRICE:

1.	Original Contract Price	<u>\$1,410,841.00</u>
2.	Net (addition) (reduction) due to all previous Change Orders Nos. ____ to ____	<u>\$0.00</u>
3.	Contract Price, not including this Change Order	<u>\$1,410,841.00</u>
4.	(Addition) (Reduction) to Contract Price due to this Change Order	<u>\$18,997.00</u>
5.	Contract Price including this Change Order	<u>\$1,429,838.00</u>

IV. FINDINGS:

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

- X is necessary due to circumstances that were not foreseeable at the time the Owner entered into the Contract;
- X is germane to the Contract in its original form as signed; and/or
- X is in the best interest of the Owner and authorized by law.

RECOMMENDED FOR ACCEPTANCE:

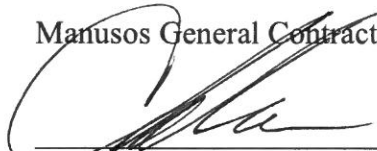
PROJECT MANAGER: Tom Bueser

By: _____ (9/30/22)

Signature of Authorized Representative Date

ACCEPTED:

CONTRACTOR: Manusos General Contracting, Inc.

By:  _____ (9/28/22)

Signature of Authorized Representative Date

CITY OF DES PLAINES:

By: _____ ()

Signature of Authorized Representative Date

#24602136_v1

*Certified Women's Business Enterprise
City of Chicago, CMS*

September 27, 2022

City of Des Plaines
Public Works and Engineering Department
1111 Joseph Schwab Road
Des Plaines, Il 60016

Attention: Mr. Tom Bueser
Superintendent of General Services

Re: City of Des Plaines Fire Station #61
Toilet/Shower and locker changes

Dear Mr. Bueser:

Attached hereto is the credit and extra from Premier Woodworking

Premier Credit per attached Toilets/Showers	(\$2,200.00)
Manusos labor to install 2 hours @\$134.25	(\$268.50)
Premier Add per attached lockers	\$14,550.00
Manusos labor to install 36 hours @\$134.25	\$4,833.00
Manusos miscellaneous materials	\$200.00
Add: 15% markup to Premier and misc materials.	<u>\$1,882.50</u>
Total	\$18,997.00

Respectfully submitted,

MANUSOS GENERAL CONTRACTING, INC.



Charlene R. Manusos

President

Encl.

Drawing Ref	Description	Width	Depth	Height	Qty	UOM	Location
-------------	-------------	-------	-------	--------	-----	-----	----------

ALTERNATES

CO - 1

111- TOILETS / SHOWERS

10/A4.1	PL-1 - ADA Sink Apron w/ Panel	36	23.5	32.5	-1	ea	
	PL-1 - 2 Drawer Bench Cabinet	42	24	18	-1	ea	
	SSF-1 - Acrylic Solid Surface Top Waterfall Leg to Bench - 28 sq/ft	114	24	1.5	-1	ea	
	SSF-1 - Integrated Acrylic Bowl				-1		
	111- TOILETS / SHOWERS						1
TOTAL							<u>\$ -2,200.00</u>

EXTRA LOCKERS

5/A4.2	PL-1 - Locker Cab 2 Door	24	24	100	15	ea	
	Lock - Single Door				30	ea	
	Robe Hooks				60		
	Name Plate				15		
	Clothes Rod				15		
	EXTRA LOCKERS						1
	CO - 1						1
TOTAL							<u>\$ 14,550.00</u>

NOTE:

- Millwork Bid is based on the drawing set dated 03.31.22
- Laminate based on standard laminates in matte finish.
- Acrylic Solid Surface based on price groups A, B, and C.
- Job site delivery FOB, material placement by others.
- All required in-wall blocking for millwork supplied and installed by others.
- All supplied in-wall support brackets installed by others.
- Installation of proposed millwork by others.
- Millwork bid is valid for 30 days.

Acceptance of Millwork Bid

Accepted: Manusos General Contracting, Inc. By: _____ Date: _____

**FIRE DEPARTMENT**

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

MEMORANDUM

Date: October 17, 2022
To: Michael G. Bartholomew, City Manager
From: Daniel Anderson, Fire Chief *DA*
Subject: Purchase of Motorola Radios

Issue: At the June 20, 2022, City Council Meeting, Resolution R-113-22 was approved authorizing the purchase of Motorola Inc. (Motorola) radios and ancillary programming services from Chicago Communications (“Vendor”). The order was submitted to and accepted by the Vendor. The radios were ordered and have been received by the Fire Department. Shortly after receipt of the radios, invoices were received directly from Motorola, rather than from the Vendor.

Analysis: Upon receipt of invoices from Motorola, we contacted the Vendor regarding the direct billing from Motorola as this was not expected. The Vendor had supplied the City with quotes and we worked directly with the Vendor for the purchases. After continued dialogue with both the Vendor and Motorola, we were informed that Motorola requires direct invoicing on the purchases of their equipment. Chicago Communications can only invoice directly for programming and ancillary services. The direct invoicing by Motorola for their equipment appears to be how their vendor relationships are set up. While this arrangement was not known at the time of the request for City Council approval, the total expenditure does not change. The resolution to this issue is a direct invoice and payment to Motorola in an amount not to exceed \$111,491.48 and a direct invoice and payment to Chicago Communications in an amount not to exceed \$24,474.66.

Recommendation: I recommend the City Council rescind Resolution R-113-22 and approve Resolution R-171-22 for the purchase of Motorola radios from Motorola Inc. in an amount not to exceed \$111,491.48 and ancillary programming services from Chicago Communications in an amount not to exceed \$24,474.66. Purchase of the radio equipment and ancillary programming services are included in the 2022 Fire Department Emergency Services Budget Equipment Account 100-70-710-0000.8015.

Attachment:

Resolution R-171-22

CITY OF DES PLAINES

RESOLUTION R - 171 - 22

A RESOLUTION RESCINDING RESOLUTION R-113-22 AND AUTHORIZING THE PURCHASE OF MOTOROLA RADIO EQUIPMENT FROM MOTOROLA INC., AND RADIO PROGRAMMING SERVICES FROM CHICAGO COMMUNICATIONS.

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 Des Plaines Fire Department has identified the need to replace certain radio equipment (collectively, the “*Radios*”); and

WHEREAS, on June 20, 2022, the City Council adopted Resolution R-113-22, which authorized the purchase of the Radios from Chicago Communications (“*Vendor*”) in an amount not to exceed \$135,966.14; and

WHEREAS, the City was notified by the Vendor that the City will purchase the Radios directly from Motorola Inc. (“*Motorola*”) and radio programming services (“*Services*”) from the Vendor; and

WHEREAS, the City desires to purchase the Radios from Motorola in the not-to-exceed amount of \$111,491.48 and the Services from Vendor in the not-to-exceed amount of \$24,474.66; and

WHEREAS, the City Council has determined that it is in the best interest of the City to rescind Resolution R-113-22 and authorize the purchase of the Radios from Motorola and the Services from Vendor in accordance with this Resolution;

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

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

SECTION 2: RECISSION OF RESOLUTION R-113-22. The City Council hereby rescinds Resolution R-113-22 in its entirety. Resolution R-113-22 is of no further force and effect.

SECTION 3: APPROVAL OF PURCHASE. The City Council hereby approves the purchase by the City of the Radios from Motorola Inc. in the not-to-exceed amount of \$111,491.48 and the Services from Vendor in the not-to-exceed amount of \$24,474.66.

SECTION 4: AUTHORIZATION OF PURCHASE. The City Manager is hereby authorized and directed to execute such documents approved by the General Counsel and to make such payments, on behalf of the City, as are necessary to complete the purchase of the Radios from Motorola Inc. and the Services from Vendor in accordance with this Resolution.

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

PASSED this ____ day of _____, 2022.

APPROVED this ____ day of _____, 2022.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: October 19, 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 P. Oakley, P.E., CFM, Director of Public Works & Engineering *TPO*

Subject: Oakton and Maple Streets Storm Sewer Improvements – Design Engineering Services

Issue: A drainage study of the Oakton/Maple St. intersection was performed in March 2014 by Christopher B. Burke Engineering Ltd. (CBBEL) who has recommended improvements to construct two new relief sewers at this intersection. CBBEL has submitted a proposal for design engineering services for this project.

Analysis: The Oakton/Maple St. intersection experienced severe flooding in October 2001 and May 2013. This intersection is in a depressional area with inadequate conveyance for excessive stormwater. The construction of two new relief sewers would help alleviate this issue. Design engineering services will include preparation of engineering plans and specifications, geotechnical analysis, topographic surveying, utility coordination, permitting, and bidding assistance. Design engineering and permitting would be completed in 2023. Construction would take place in 2024.

Recommendation: We recommend approval of Task Order #2 to the Master Contract with CBBEL, 9575 West Higgins Road, Suite 600, Rosemont, Illinois 60018 in the amount of \$84,560. Source of funding would be the TIF #8 Fund – Professional Services, 2023 Budgeted Funds.

Attachments:

Resolution R-172-22
Exhibit A – Task Order No. 2

CITY OF DES PLAINES

RESOLUTION R - 172 - 22

**A RESOLUTION APPROVING TASK ORDER NO. 2
UNDER A MASTER CONTRACT WITH CHRISTOPHER B.
BURKE ENGINEERING, LTD. FOR PROFESSIONAL
ENGINEERING SERVICES.**

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

WHEREAS, the City has appropriated funds in the TIF #8 Fund for use by the Department of Public Works and Engineering during the 2023 fiscal year for the Oakton and Maple Street Intersection Drainage Improvement project ("**Project**"); and

WHEREAS, on December 21, 2021, the City Council approved Resolution R-210-21, which authorized the City to enter into a master contract ("**Master Contract**") with Christopher B. Burke Engineering, Ltd. ("**Consultant**") for the performance of engineering services for the City as such services are needed over time; and

WHEREAS, the City desires to procure professional engineering services related to Phase I engineering for the Project ("**Engineering Services**"); and

WHEREAS, in accordance with Section 1-10-14 of the City Code of the City of Des Plaines, City staff has determined that the procurement of the Engineering Services is not adapted to award by competitive bidding because the Engineering Services require a high degree of professional skill where the ability or fitness of the individual plays an important part; and

WHEREAS, the City has a positive existing relationship with the Consultant, which has satisfactorily performed engineering services for the City in the past; and

WHEREAS, Consultant submitted a proposal in the not-to-exceed amount of \$84,560 to perform the Engineering Services; and

WHEREAS, the City has sufficient funds in the TIF #8 Fund for the procurement of the Engineering Services from Consultant; and

WHEREAS, the City desires to enter into Task Order No. 2 under the Master Contract for the procurement of the Engineering Services from Consultant in the not-to-exceed amount of \$84,560 ("**Task Order No. 2**"); and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into Task Order No. 2 with Consultant;

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

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

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

SECTION 3: APPROVAL OF TASK ORDER NO. 2. The City Council hereby approves Task Order No. 2 in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

SECTION 4: AUTHORIZATION TO EXECUTE TASK ORDER NO. 2. The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, final Task Order No. 2 only after receipt by the City Clerk of at least one executed copy of final Task Order No. 2 from Consultant; provided, however, that if the City Clerk does not receive one executed copy of final Task Order No. 2 from Consultant within 60 days after the date of adoption of this Resolution, then this authority to execute and seal final Task Order No. 2 shall, at the option of the City Council, be null and void.

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

PASSED this ___ day of _____, 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 Task Order No 1 with CBBEL for Construction Engineering for Drainage Improvements

TASK ORDER NO. 2
TO MASTER CONTRACT BETWEEN THE CITY OF DES PLAINES
AND CHRISTOPHER B. BURKE ENGINEERING, LTD.
FOR PROFESSIONAL ENGINEERING SERVICES

In accordance with Section 1.2 of the Master Contract dated January 1, 2022 between the City of Des Plaines (the “City”) and Christopher B. Burke Engineering, Ltd., 9575 West Higgins Road, Suite 600, Rosemont, Illinois 60018 (the “Consultant”), the Parties agree to the following Task Number 2:

1. Contracted Services:

The Consultant will perform the services described in the "Scope of Services" set forth in the “Professional Engineering Services Proposal Oakton and Maple Streets Storm Sewer” prepared by the Consultant submitted to the City, and dated October 19, 2022 (“Proposal”).

2. Project Schedule:

N/A

3. Project Completion Date:

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

4. Project Specific Pricing (if applicable):

In exchange for the Contracted Services, the Consultant will receive compensation on a time and materials basis in the amounts set forth in the Pricing Schedule attached to the Master Contract as Attachment B, but in no event will the compensation paid to the Consultant exceed \$84,560 as set forth in the Proposal under the section titled "Estimated Fee”.

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

In the event of a conflict between any provisions of the Proposal and this Task Order No. 2 of the Master Contract, this Task Order No. 2 and the Master Contract will control.

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

[SIGNATURE PAGE FOLLOWS]

CITY

CONSULTANT

Signature
Director of Public Works & Engineering

_____, 2022
Date

Signature

Name (Printed or Typed)
_____, 2022
Date

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

Signature
City Manager

_____, 2022
Date

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

Signature
City Manager

_____, 2022
Date



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

October 19, 2022

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

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

Subject: Professional Engineering Services Proposal
Oakton and Maple Streets Storm Sewer

Dear Mr. Duddles:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to present this proposal for professional engineering services related to the preparation of plans, specifications, permits, and bidding assistance for construction of the Oakton and Maple Streets Storm Sewer flood improvement project. We understand the City of Des Plaines (City) would like to construct this project in 2023. Included in this proposal are our Understanding of the Assignment, Scope of Services and Estimated Fee.

UNDERSTANDING OF THE ASSIGNMENT

In October 2001 and May 2013, the intersection of Oakton and Maple Streets experienced flooding which prompted a drainage investigation completed by CBBEL in March 2014. The flooding during these two large, historical storms were confirmed with stormwater modeling. The intersection is located in a depression with inadequate conveyance for larger storms. To improve conveyance and reduce flooding, CBBEL developed a recommended improvement to construct two new relief sewers from this intersection. This project will include the design of high capacity inlet grates at the intersection, a 36-inch relief storm sewer flowing north to a trunk storm sewer on Lincoln Avenue, and a 36-inch relief storm sewer flowing south to a trunk combined sewer on Riverview Avenue with backflow prevention.

We will refine the conceptual design of this flood improvement project and develop construction ready engineering plans and specifications and obtain all necessary permits/approvals. The Scope of Services in the next section details the tasks necessary to complete the detailed engineering design.

SCOPE OF SERVICES

Task 1 – Geotechnical Investigation: Our subconsultant, Testing Service Corporation (TSC), will complete a geotechnical investigation of the project limits. TSC will take 4 soil borings on Maple Street which will extend 15 feet below existing grade and TSC will prepare a report with LPC 663 forms, as necessary, describing the following:

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

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

Task 3A – Topographic Survey: As part of this task, CBBEL will perform a full topographic survey of the entire right-of-way for Maple Street from Lincoln Ave. to Riverview Ave. CBBEL will perform the following survey tasks within project limits:

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

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

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

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

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

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

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

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

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

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

Sheet Name	# of Sheets	Hours per Sheet	Hours
Cover Sheet	1	10	10
General Notes	1	10	10
Summary of Quantities	1	16	16
Typical Sections and Construction Details	2	10	20
Alignment, Ties, and Benchmark Streets	1	12	12
Existing Conditions/Removal Plan – Maple Street	2	10	20
Storm Sewer Plan and Profile Plan – Maple Street	3	12	36
Construction Details	3	12	36
SE/SC and Landscaping Plan – Maple Street	2	10	20
SE/SC Notes and Details	2	10	20
Specifications			12
Cost Estimate			12
Total Hours	18		224

Task 5 – Design Utility Coordination: CBBEL will continue the utility coordination we began during the topographic survey process, which included requesting atlases or plans of facilities within the project limits including, but not limited to, AT&T, ComEd, Comcast, and Nicor. Plans will be sent out to each utility company at the 90% and

100% submittals. CBBEL will add any new information to the existing conditions plan and transmit improvement plans to the known, potentially impacted private utility companies for verification. Once potential conflicts are identified, CBBEL will coordinate with utility companies to either avoid the conflicts or relocate the utility prior to construction commencement.

Task 6 – Bid Documents, Final Engineering, Plans, Specifications and Cost

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

Task 7 – Stormwater Modeling Update:

CBBEL completed the Oakton and Maple Streets drainage investigation and developed the concept improvement plan in 2014. Since then, River Road was reconstructed to the east. CBBEL will utilize available as-built or engineering plan information and field survey completed in Task 3 to update the modeling. The updated modeling results and proposed improvements will be assessed and summarized in a memorandum. Any significant changes to the modeling that may result in modifications to the proposed plan will be vetted with the Village before proceeding with the design.

Task 8 – Permitting:

This project involves two proposed connections of the relief sewers to a separate storm sewer and a combined sewer. The connection to the combined sewer and any necessary adjustments to the existing sanitary sewer will require an MWRD Permit. Any updated stormwater modeling required for the permit will be completed as part of this task. We will optimize the design to minimize impacts to the sanitary sewer but anticipate some changes may be required. This task includes the preparation and submittal of the required materials for a MWRD Watershed Management Permit. The net disturbance for this project is anticipated to be less than 1-acre, therefore an IEPA NPDES Construction Permit is not required.

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

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

ESTIMATED FEE

Task	Description	Cost
1	Geotechnical Investigation	\$ 7,750
2	Evaluation of Geotechnical Report	\$ 1,000
3A	Topographic Survey	\$ 10,750
3B	JULIE Utility Coordination	\$ 1,560
4	Preparation of (90%) Plans Specifications and Cost Estimate	\$ 36,000
5	Design Utility Coordination	\$ 3,000
6	Bid Documents, Final Engineering, Plans, Specifications and Cost Estimate	\$ 4,000
7	Stormwater Modeling Update	\$ 5,000
8	Permitting	\$ 12,000
9	Bidding Assistance	\$ 1,500
	Direct Costs	\$ 2,000
	Total:	\$ 84,560

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

Sincerely,



Michael E. Kerr, PE
President

LMF/mj/MJB
N:\PROPOSALS\ADMIN\2022\Des Plaines Oakton Maple Streets Storm Sewer REVISED.doc



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: November 7, 2022

To: Michael G. Bartholomew, City Manager

From: John T. Carlisle, AICP, Director of Community and Economic Development *JTC*
 Ryan Johnson, Assistant Director of Community and Economic Development *RJ*
 Samantha Redman, Associate Planner *SR*

Subject: A Resolution Authorizing the Execution of Agreements with Subrecipients of Community Development Block Grant Funds for Program Year 2022

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

Analysis: On August 1, 2022, the City of Des Plaines approved Program Year 2022 (10/1/22 to 9/30/23) Annual Action Plan Resolution R-137-22 to allocate the following:

- Housing Rehabilitation Programs: \$189,512 administered by one subrecipient – North West Housing Partnership.
- Public Facility Improvement Project (Des Plaines Park District – Seminole Park): \$150,000 administered by one subrecipient – Des Plaines Park District.

A subrecipient agreement is required for each program or project that will be administered by a subrecipient, consistent with HUD guidelines. The attached Resolution R-174-22 approves and authorizes execution of the agreements with each of the subrecipients for the programs and projects detailed in the approved Annual Action Plan and noted in the Resolution.

Recommendation: Staff recommends that the City Council adopt Resolution R-174-22.

Attachments:

- Resolution R-174-22
- Exhibit A - Form of Housing Rehabilitation Program Agreement
- Exhibit B - Form of Public Facility Program Agreement

CITY OF DES PLAINES

RESOLUTION R - 174 - 22

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

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

WHEREAS, on August 1, 2022, the City Council adopted Resolution R-137-22, approving the City’s 2022 Community Development Block Grant Annual Action Plan, which designated the award of the City’s Community Development Block Grant funds to subrecipients as follows: (i) \$189,512 for housing rehabilitation programs; and (ii) \$150,000 for a public facility project for the Des Plaines Park District; and

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

<u>Subrecipient</u>	<u>Housing Rehabilitation Programs</u>	<u>Budget</u>
North West Housing Partnership	Home Repair Program	\$171,512
North West Housing Partnership	Minor Repair Program	\$18,000

and,

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

<u>Subrecipient</u>	<u>Public Facility Projects</u>	<u>Budget</u>
Des Plaines Park District	Seminole Park Project	\$150,000

and,

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

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

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

SECTION 2: APPROVAL OF AGREEMENTS. The City Council hereby approves the Public Service Program Agreements with the Public Service Program Subrecipients, the Housing Rehabilitation Program Agreements with the Housing Rehabilitation Program Subrecipients, and the Public Facility Project Agreement with the Park District, in substantially the forms attached to this Resolution as **Exhibit A** and **Exhibit B**, respectively, and in final forms approved by the General Counsel.

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

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

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

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

THIS SUBRECIPIENT AGREEMENT ("**Agreement**") is entered this ____ day of December, 2022 by and between the City of Des Plaines, an Illinois home-rule municipality ("**Grantee**") and _____ ("**Subrecipient**").

WHEREAS, on August 3rd, 2020, the corporate authorities of the Grantee approved: (i) Resolution No. R-137-20, approving a five-year Consolidated Plan for Program Years 2020-2024 for the City's participation in the Community Development Block Grant program ("**CDBG Program**") administered by the United States Department of Housing and Urban Development ("**HUD**"); and (ii) Resolution No. R-137-22, approving a City Action Plan for the 2022 CDBG Program year; and

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

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

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

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

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

I. SCOPE OF WORK

A. CDBG Grant

The CDBG Grant is part of the following federal award:

CFDA Title:	Community Development Block Grants/Entitlement Grants
CFDA Number:	14.218
Award Name:	Community Development Block Grants/Entitlement Grants, A Formula Grants
Award Number:	B-22-MC-17-0009
Award Year:	2022
R&D Award:	No
Federal Agency:	United States Department of Housing and Urban Development, Office of Community Planning and Development

B. Project

The Subrecipient shall use CDBG Grant funds to construct or rehabilitate the residential structures described in the **“Statement of Work”** set forth below during CDBG Program Year 2022 (**“Housing Project”**) in a manner satisfactory to the Grantee, consistent with any standards required by HUD as a condition of the CDBG Grant, and in accordance with the Requirements of Law and this Agreement. The Subrecipient shall expend CDBG Grant funds solely to perform and complete the work described in the Statement of Work (**“Work”**) and solely in accordance with the budget set forth in Section III of this Agreement.

Statement of Work:

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

C. National Objectives

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

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

MORE OF THE OBJECTIVES.].

C. Performance Measures

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

D. Staffing

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

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

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

E. Performance Monitoring

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

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

II. TIME OF PERFORMANCE

The Subrecipient shall commence the Work on October 1, 2022, and shall complete the Work no later than September 30, 2023 (*“Time of Performance”*). The Time of Performance shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income (as defined in 24 CFR 570.500), during which time all of the terms and provisions of this Agreement shall be in full force and effect and binding on the Subrecipient.

III. BUDGET

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

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

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

IV. PAYMENT

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

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

V. NOTICES

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

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

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

If to Subrecipient: _____

Attention: _____

VI. SPECIAL CONDITIONS

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

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

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

C. Hold Harmless

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

D. Workers' Compensation

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

E. Insurance & Bonding

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

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

F. Grantee Recognition

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

G. Amendments

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

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

H. Suspension or Termination

In accordance with 2 CFR 200.338 and 2 CFR 200.339, the Grantee may, without limitation of other available remedies at law or in equity, withhold payments of the CDBG Grant funds, disallow the use of CDBG Grant funds for all or part of the cost of

an Activity, or suspend or terminate all or any part of payment of the CDBG Grant funds or this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement. Material failures to comply with this Agreement include (but are not limited to) the following:

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

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

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

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

2. Cost Principles

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

B. Documentation and Record Keeping

1. Records to be Maintained

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

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

2. Retention

The Subrecipient shall retain all financial Records, supporting documents, statistical Records, and all other Records related to this Agreement and the performance of the Work pursuant to this Agreement for a period of six (6) years after the date that the Grantee submits, as part of Grantee’s annual performance and evaluation report to HUD, its final report to HUD regarding the Work supported pursuant to this Agreement (“**Retention Period**”). Notwithstanding the preceding sentence, if any litigation, claims, audits, negotiations or other actions involving the Records (collectively, “**Actions**”) accrue before the expiration of the Retention Period, then the Records must be retained by the Subrecipient until the Actions are fully resolved or the expiration of the Retention Period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided in connection with the Activities. Such data shall include, but not be limited to, each client’s name, address, social security number, income level or other basis for determining eligibility, and a description of service provided. Such information shall

be made available to Grantee or its designees on a quarterly basis during the Performance Review or upon request by the Grantee.

4. Disclosure

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

5. Close-outs

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

6. Audits & Inspections

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

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

the Subrecipient under this Agreement. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with applicable OMB Circulars.

C. Reporting and Payment Procedures

1. Program Income

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

2. Indirect Costs

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

3. Payment Procedures

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

4. Progress Reports

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

D. Procurement

1. Compliance

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

2. OMB Standards

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

3. Travel

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

E. Use and Reversion of Assets

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

1. The Subrecipient shall transfer to the Grantee any CDBG Grant funds on hand, and any program income, and any accounts receivable attributable to the use of CDBG Grant funds under this Agreement at the time of expiration, cancellation, or termination of this Agreement.

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

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

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

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

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

3. Land Covenants

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

4. Section 504

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

B. Affirmative Action

1. Approved Plan

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

2. Women- and Minority-Owned Businesses

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

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

4. Notifications

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

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

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

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

provisions requiring compliance with the requirements of this paragraph by the Subrecipient's contractors and subcontractors.

3. "Section 3" Clause

a. Compliance

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

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

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

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

within the metropolitan area in which the CDBG-funded project is located. When feasible, priority should be given to contractors that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

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

b. Notifications

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

c. Subcontracts

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

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

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this

Agreement, shall be in any way or to any extent expended on or used to support the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

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

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

5. Lobbying

The Subrecipient hereby certifies that:

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

agreement;

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. The Subrecipient will require that the language of this Section X.D.5 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

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

7. Religious Activities

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

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

1. The Clean Air Act, 42 U.S.C. 7401 *et seq.*, as amended, and all regulations promulgated thereunder;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under;
3. Regulations promulgated by the United States Environmental Protection Agency set forth in 40 CFR Part 50, as amended.

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

D. Historic Preservation

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

In general, and without limitation, compliance with the National Historic Preservation

Act and the regulations set forth in in 36 CFR Part 800 requires the concurrence of the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

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

XIII. SECTION HEADINGS AND SUBHEADINGS

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

XIV. WAIVER

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

XV. ENTIRE AGREEMENT

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

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

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

City of Des Plaines

[Insert Name of Organization]

By: _____
City Manager

By: _____

Attest: _____
City Clerk

Title: _____ Executive Director

Countersigned: _____
Director of
Finance

DUNS I.D. # _____

Fed. I.D. # _____

Approved as to form:

Affirmative action approval:

City General Counsel

Contract Compliance Supervisor

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

CERTIFICATION

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

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

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

Name of Grantee: [Click here and type name]

Grant Program Name: [Click here and type name]

Grant Number: [Click here and type number]

Date: [Click here and insert date]

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

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

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

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

WHEREAS, on August 3rd, 2020, the corporate authorities of the Grantee approved: (i) Resolution No. R-137-20, approving a five-year Consolidated Plan for Program Years 2020-2024 for the City’s participation in the Community Development Block Grant program (“**CDBG Program**”) administered by the United States Department of Housing and Urban Development (“**HUD**”); and (ii) Resolution No. R-137-22, approving a City Action Plan for the 2022 CDBG Program year; and

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

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

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

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

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

I. SCOPE OF WORK

A. CDBG Grant

The CDBG Grant is part of the following federal award:

CFDA Title:	Community Development Block Grants/Entitlement Grants
CFDA Number:	14.218
Award Name:	Community Development Block Grants/Entitlement Grants, A Formula Grants
Award Number:	B-22-MC-17-0009
Award Year:	2022
R&D Award?	No
Federal Agency:	United States Department of Housing and Urban Development, Office of Community Planning and Development

B. Project

The Subrecipient shall use CDBG Grant funds to acquire, construct, reconstruct, rehabilitate, and/or install the public facilities and improvements described in the **“Statement of Work”** set forth below during CDBG Program Year 2022 (**“Public Facility Project”**) in a manner satisfactory to the Grantee, consistent with any standards required by HUD as a condition of the CDBG Grant, and in accordance with the Requirements of Law and this Agreement. The Subrecipient shall expend CDBG Grant funds solely to perform and complete the work described in the Statement of Work (**“Work”**) and solely in accordance with the budget set forth in Section III of this Agreement.

Statement of Work:

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

Program Delivery:

Activity #1 – [Complete description of activity to be undertaken including what products or services are to be performed, where they are to be provided, for whom they are to be provided, how they are to be provided]

General Administration

[Add description of general administrative services to be performed in support of activities noted above]

C. National Objectives

The Work must, pursuant to and in accordance with 24 CFR 570.200(a) (2) and 24 CFR 570.208, meet one of the following of the CDBG Program’s National Objectives:

(1) benefit low- and moderate-income persons; (2) aid in the prevention or elimination of slums or blight; or (3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

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

C. Performance Measures

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

D. Staffing - Personnel Assigned to Scope

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

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

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

E. Performance Monitoring

On an annual basis, or on a more frequent basis if required by HUD, the Grantee will evaluate the Subrecipient’s performance of the Work to determine: (1) the Subrecipient’s compliance with this Agreement and the Requirements of Law; and (2) the Subrecipient’s progress completing the Work in accordance with the Statement of Work, including, without limitation, the Schedule of Completion and Plans (“*Performance Review*”). In accordance with 2 CFR 200.328(c), the Subrecipient shall, within a reasonable time after a request by Grantee, and in any event not less than quarterly, provide to Grantee construction performance reports regarding the status of the Work (“*Performance Reports*”). These reports shall include, without limitation,

certifications by the Subrecipient of the percentage of Work completed and any other information Grantee deems necessary to determine whether the Work complies with the Statement of Work, including, without limitation, the Schedule of Completion and the Plans. The Subrecipient also shall permit Grantee to perform on-site technical inspections of the Work conducted by Subrecipient and Grantee for the purpose of determining the Subrecipient’s progress in completing the Work (“**Technical Inspections**”). The Subrecipient’s key personnel and contractors shall be present at the Technical Inspections if requested by the Grantee. The Grantee will consider the Performance Reports and Technical Inspections during the Performance Review.

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

II. TIME OF PERFORMANCE

The Subrecipient shall commence the Work on October 1, 2022, and shall complete the Work no later than September 30, 2023 (“**Time of Performance**”). The Time of Performance shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income (as defined in 24 CFR 570.500), during which time all of the terms and provisions of this Agreement shall be in full force and effect and binding on the Subrecipient.

III. BUDGET

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

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

Indirect Costs (Specify)	
<i>[INSERT OTHER LINES AS NECESSARY]</i>	
TOTAL	

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. At any time during the Time of Performance, the Grantee may, in its discretion, require the Subrecipient to provide to the Grantee a supplementary budget or a more detailed budget for the performance of the Work. The Subrecipient must provide a supplementary or more detailed budget to the Grantee no later than 30 days after receipt of a written request from the Grantee. The Subrecipient shall not amend the budget set forth in this Section III, or any supplementary or more detailed budget submitted to the Grantee pursuant to this Section III, without the prior written approval of the Grantee.

IV. PAYMENT

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

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

V. NOTICES

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

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

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

Attention: Samantha Redman, CDBG Administrator

If to Subrecipient: _____

Attention: _____

VI. SPECIAL CONDITIONS

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

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

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

C. Hold Harmless

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

D. Workers' Compensation

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

E. Insurance & Bonding

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

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

F. Grantee Recognition

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

G. Amendments

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

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

H. Suspension or Termination

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

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

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

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

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

2. Cost Principles

The Subrecipient shall administer its program in accordance with the cost principles set forth in 2 CFR Part 200, Subpart E. These principles shall be

applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

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

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

2. Retention

The Subrecipient shall retain all financial Records, supporting documents, statistical Records, and all other Records related to this Agreement and the performance of the Work pursuant to this Agreement for a period of six (6) years after the date that the Grantee submits, as part of Grantee's annual performance and evaluation report to HUD, its final report to HUD regarding the Work supported pursuant to this Agreement ("**Retention Period**"). Notwithstanding the preceding sentence, if any litigation, claims, audits, negotiations or other actions involving the Records (collectively, "**Actions**") accrue before the expiration of the Retention Period, then the Records must be retained by the Subrecipient until the Actions are fully resolved or the expiration of the Retention Period, whichever occurs later.

3. Close-outs

The Subrecipient's obligations to the Grantee shall not end until all close-out

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

4. Audits & Inspections

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

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

C. Reporting and Payment Procedures

1. Program Income

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

Grantee.

2. Indirect Costs

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

3. Payment Procedures

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

4. Progress Reports

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

D. Procurement

1. Compliance

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

2. OMB Standards

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

3. Travel

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

E. Use and Reversion of Assets

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

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

Grant funds used to acquire the equipment.

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

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

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

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

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land approved by the Grantee to be inserted

in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

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

B. Affirmative Action

1. Approved Plan

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

2 Women- and Minority-Owned Businesses

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

3 Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

4. Notifications

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

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

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

documentation available to the Grantee for review upon request.

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

3. "Section 3" Clause

a. Compliance

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

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

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

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

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

b. Notifications

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

c. Subcontracts

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

construction or rehabilitation of improvements on real property, the Subrecipient shall, prior to seeking proposals for the construction or rehabilitation work, prepare estimates of the cost to perform the work.

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

3. Hatch Act

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

4. Conflict of Interest

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

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

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. The Subrecipient will require that the language of this Section X.D.5 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

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

7. Religious Activities

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

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

1. The Clean Air Act, 42 U.S.C. 7401 *et seq.*, as amended, and all regulations promulgated thereunder;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
3. Regulations promulgated by the United States Environmental Protection Agency set forth in 40 CFR Part 50, as amended.

B. Flood Disaster Protection

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

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth

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

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

XII. SEVERABILITY

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

XIII. SECTION HEADINGS AND SUBHEADINGS

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

XIV. WAIVER

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

XV. ENTIRE AGREEMENT

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

[SIGNATURE PAGE FOLLOWS]

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

City of Des Plaines

[Insert Name of Organization]

By: _____
City Manager

By: _____

Attest: _____
City Clerk

Title: Executive Director

Countersigned: _____
Director of
Finance

DUNS I.D. # _____

Fed. I.D. # _____

Approved as to form:

Affirmative action approval:

City General Counsel

Contract Compliance Supervisor

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

CERTIFICATION

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

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

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

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

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

Name of Grantee: [Click here and type name]

Grant Program Name: [Click here and type name]

Grant Number: [Click here and type number]

Date: [Click here and insert date]

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

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

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



INFORMATION TECHNOLOGY DEPARTMENT

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

MEMORANDUM

Date: October 12, 2022
To: Michael G. Bartholomew, City Manager
From: Romeo Sora, Director Information Technology *RS*
Subject: Microsoft Enterprise Agreement Renewal

Issue: The 2022 budget includes funding for the City's Microsoft Enterprise Agreement with Dell Marketing.

Analysis: On October 18, 2021, the City entered into a three-year Microsoft Enterprise Agreement (EA) for Microsoft product licensing under R-167-21.

Dell holds the master Microsoft contract (CMT1176800) for the State of Illinois.

This is the second year of the current contract. Expenditures under this contract must be approved by the City Council annually based on appropriated and budgeted funds for the current fiscal year.

Recommendation: I recommend approval of the second year's expenditure of the Microsoft Enterprise agreement with Dell Marketing L.P., c/o Dell USA L.P., PO Box 802816, Chicago, IL 60680-2816 in the amount of \$98,762.04. This year's payment will be funded from the budgeted IT R&M Software Account (100-20-230-0000-6300).

Attachments:

Attachment 1 – Dell Microsoft Enterprise Agreement Quote
Resolution – R- 175 -22

Annual Billing

Microsoft Enterprise Agreement				
City of Des Plaines				
Date Updated	Enrollment #	Start Date	End Date	Due Date
9/28/2022	8198336	11/1/2021	10/31/2024	#REF!

Customer # 1706257

PO Number	Scheduled Bill Date	Part Number	Description	Quantity	Price	Extended Amount	Coverage Start Date	Coverage End Date	Usage Country
2.99915E+15	11/1/2022	6VC-01254	Win Remote Desktop Services CAL ALng SA UCAL	70	\$22.83	\$1,598.10	11/1/2022	10/31/2023	United States
2.99915E+15	11/1/2022	7NQ-00292	SQL Server Standard Core ALng SA 2L	4	\$554.26	\$2,217.04	11/1/2022	10/31/2023	United States
2.99915E+15	11/1/2022	7NQ-00302	SQL Server Standard Core ALng LSA 2L	2	\$1,292.75	\$2,585.50	11/1/2022	10/31/2023	United States
2.99915E+15	11/1/2022	9EA-00039	Win Server DC Core ALng LSA 2L	22	\$277.92	\$6,114.24	11/1/2022	10/31/2023	United States
2.99915E+15	11/1/2022	9EA-00278	Win Server DC Core ALng SA 2L	48	\$119.67	\$5,744.16	11/1/2022	10/31/2023	United States
2.99915E+15	11/1/2022	AAA-11894	O365 G3 GCC Sub Per User	25	\$202.08	\$5,052.00	11/1/2022	10/31/2023	United States
2.99915E+15	11/1/2022	AAA-11924	O365 G3 FSA GCC Sub Per User	325	\$171.76	\$55,822.00	11/1/2022	10/31/2023	United States
2.99915E+15	11/1/2022	AAA-12415	CCAL Bridge O365 Sub Platform Per User	25	\$17.67	\$441.75	11/1/2022	10/31/2023	United States
2.99915E+15	11/1/2022	AAA-12417	CCAL Bridge O365 FSA Sub Platform Per User	325	\$14.83	\$4,819.75	11/1/2022	10/31/2023	United States
2.99915E+15	11/1/2022	KV3-00353	Win Enterprise Device ALng SA Platform	325	\$40.15	\$13,048.75	11/1/2022	10/31/2023	United States
2.99915E+15	11/1/2022	KV3-00356	Win Enterprise Device ALng Upgrade SA Platform	25	\$52.75	\$1,318.75	11/1/2022	10/31/2023	United States
Annual Billing Total						\$98,762.04			

402668

Amounts listed here are the upcoming annual invoices for the following agreement year. PO # listed is the same from the previous year and can be changed upon request.

CITY OF DES PLAINES

RESOLUTION R - 175 - 22

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS UNDER AGREEMENTS WITH DELL MARKETING L.P. AND MICROSOFT CORPORATION.

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

WHEREAS, on October 18, 2021, the City Council adopted Resolution R-167-21, approving a three-year agreement with Dell Marketing L.P. ("**Dell**") pursuant to the Illinois Central Management Services joint purchasing program contract number CMT1176800 ("**Master Contract**") and a three-year "Enterprise Agreement" with Microsoft Corporation ("**Enterprise Agreement**") for the purchase of certain software licenses, Microsoft servers, and Microsoft platforms (collectively, "**Licenses**"); and

WHEREAS, the City has appropriated funds in the IT R&M Software Account for use by the Information Technology Department during the 2022 fiscal year for the procurement of the Licenses; and

WHEREAS, the City desires to make expenditures in the not to exceed amount of \$98,762.04 for the Licenses under the Master Contract and Enterprise Agreement; and

WHEREAS, the City Council has determined that it is in the best interest of the City to authorize the expenditure of the not-to-exceed amount of \$98,762.04 for the procurement of the Licenses from Dell under the Master Contract and the Enterprise Agreement;

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

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

SECTION 2: AUTHORIZATION OF EXPENDITURE. The City Council authorizes the expenditure of the not-to-exceed amount of \$98,762.04 for the procurement of the Licenses from Dell under the Master Contract and the Enterprise Agreement.

SECTION 3: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

[SIGNATURE PAGE FOLLOWS]

PASSED this ___ day of _____, 2020.

APPROVED this ___ day of _____, 2020.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Expenditure of Funds for DP Microsoft Enterprise Agreement with CDWG 2020



**PUBLIC WORKS AND
ENGINEERING DEPARTMENT**

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

MEMORANDUM

Date: October 27, 2022
To: Michael G. Bartholomew, MCP, LEED-AP, City Manager
From: Timothy Watkins, Assistant Director of Public Works and Engineering
Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering
Subject: Accident Repair – Ambulance 62

Issue: One of the Fire Department’s ambulances was involved in an accident and needs to be repaired.

Analysis: On July 30, 2022, Ambulance 62 was involved in an accident and struck by another vehicle. There were no injuries from the accident. We contacted Kards Inc., a regional body shop that specializes in fire equipment body repairs, and they provided an estimate in the amount of \$23,045.66. Due to the amount of damage to the ambulance, the City filed an insurance claim with MICA, the City’s insurance group. MICA has approved the claim expenditure to the City in the amount of \$21,920.58 and is pursuing subrogation. The damage to the ambulance was isolated to the front door and driver’s side of the vehicle. Kards Inc. has been approved by MICA as a repair facility.

Recommendation: We recommend, in the best interest of the City, that the City Council approve the repair of Ambulance 62 in the amount of \$23,045.66 plus a contingency in the amount of \$3,000 for a total amount of \$26,045.66, to Kards Inc., 400 D Airport Road, Elgin, Illinois, 60123. This expenditure will be paid with Risk Management Funds.

Attachments:

Attachment 1 – Kards Inc. Estimate
Resolution R-176-22



Kards Inc

400 D Airport Rd

Elgin IL

847.931.0333

www.kardsinc.com Email: kards-repair@kardsinc.com

Repairer License #UDL12507 / Rebuilder License #UDL 12508

Acct. Mgr: Kards Repair

Date Created: 09/14/22

Estimate #: 220420

Customer

Des Plaines Fire Department
05 S River Rd
Des Plaines, IL 60016
John Dalhgren
jdahlgren@desplaines.org
Office: 847-812-7315 / Mobile:

Vehicle: 62 - Ambulance

Year: 2021

Maker: Horton

Model: M2

Mileage: Unspecified

Production Date:

Paint Code2:

Type: Emergency Appratus

Job Num: 19775

VIN: 1FVACWFD5MHMT8047

Licence:

Paint Code1:

Paint Code3:

**This is a preliminary estimate. Additional changes to the estimate may be required for the actual repair.
ESTIMATE IS VALID FOR 60 DAYS AFTER WHICH IT MAY NEED TO BE REPRICED.**

Estimate

created by Paul Kardaschow on 09/14/22 07:17

#	Action	Details	Body	Paint	Mech/Frm	Material	Parts
2.0	REMOVE & INSTALL	LEFT FRONT BUMPER END (MEASURE & ALIGN)	0.50				
3.0		Notes: NEED TO TEST RUMBLER IN BUMPER, IF BROKEN DES PLAINES WILL PROVIDE A NEW ONE	1.00				
4.0	REMOVE & REPLACE	LEFT FENDER SHIELD	1.00				
5.0	REPAIR	PREP FENDER SHIELD FOR PAINT	1.00				
6.0	REFINISH	LEFT FENDER SHIELD		1.00		70.00	
7.0	REMOVE & REPLACE	LEFT & RIGHT HOOD CATCHES	0.50				
8.0	REMOVE & REPLACE	LEFT FUEL TANK & BRACKETS	4.00				
9.0	REMOVE & REPLACE	DEF TANK & BRACKETS	2.00				
9.5	INSTALL	NEW DIAMOND PLATE COVERS ON FUEL TANK & DEF TANK	1.00				
10.0	REMOVE & REPLACE	LEFT DOOR SHELL (INCLUDES TIME TO TRANSFER & REPLACE BROKEN PARTS FROM OLD DOOR TO NEW)	8.00				
11.0	REPAIR	PREP DOOR FOR PAINT	2.00				
12.0	REFINISH	LEFT DOOR (INSIDE & OUT)		2.00		140.00	
13.0	REMOVE & REPLACE	LEFT DOOR ROCKER TRIM	0.50				
14.0	REPAIR	PREP ROCKER FOR PAINT	0.50				
15.0	REFINISH	LEFT DOOR ROCKER TRIM		1.00		70.00	
16.0	REMOVE & REPLACE	WHEEL HOUSE FENDERETTE	1.00				
17.0	REMOVE & REPLACE	WHEEL HOUSE WHEEL WELL LINER			3.00		
18.0	REPAIR	SECTION OUTER SKIN REAR OF WHEEL WELL TO DOOR HINGE AREA			1.50		
19.0	REPAIR	DAMAGE TO TUBE STRUCTURE BEHIND WALL SKIN			3.00		
20.0		Notes: MAY NEED TO SECTION NEW STRUCTURE IF DAMAGED BEYOND REPAIR					
21.0	FABRICATE	NEW SKIN REAR OF WHEEL WELL			2.00		
22.0	REPAIR	PREP BODY AND SKIN FOR WELD			0.50		

23.0	INSTALL	WELD NEW SKIN				1.00		
24.0	REPAIR	GRIND WELDS FOR SMOOTH FINISH				1.00		
25.0	REPAIR	BODY PREP AREA FOR INVISIBLE REPAIR			8.00			
26.0	REFINISH	REAR WHEEL HOUSE FROM 8" WHITE REFLECTIVE STRIPE DOWN				1.50		105.00
27.0	REMOVE & INSTALL	WHEEL HOUSE EMERGENCY LIGHT			0.50			
28.0	REMOVE & REPLACE	WHEEL HOUSE 8" & 2" WHITE REFLECTIVE STRIPE			2.00			
29.0	REMOVE & REPLACE	COMPARTMENT DOOR L4			1.50			
30.0	REPAIR	PREP DOOR FOR PAINT			1.00			
31.0	REFINISH	COMPARTMENT DOOR L4				1.00		70.00
32.0	REMOVE & REPLACE	COMPARTMENT DOOR L5			2.00			
33.0	REPAIR	PREP DOOR FOR PAINT			1.00			
34.0	REFINISH	COMPARTMENT DOOR L5				1.00		70.00
35.0	REPLACE	STRIPES & STAR OF LIFE ON L4 & L5			1.00			
36.0	REMOVE & REPLACE	REAR RUB RAIL W/ (1) LIGHT			1.25			
37.0		Notes: TIME TO REPAIR DAMAGE & PAINT INCLUDED IN REAR WHEEL HOUSE REPAIRS						
38.0	REMOVE & REPLACE	LEFT FRONT WHEEL/TIRE				1.00		826.94
39.0		FRONT END ALIGNMENT						235.00
39.5		RUB RAIL						156.60
40.0		TALL COMPARTMENT DOOR ONLY						4,735.56
41.0		DOOR HARDWARE						1,007.98
42.0		TANK COVER, REG CAB, DP						1,183.35
43.0		LINER, WHEEL WELL						413.30
44.0		EXTRUSION, BLACK RUBBER FENDER						52.15
45.0	PARTS	White Reflective 8"	Qty: 96 inch					24.96
46.0	PARTS	White Reflective 1"	Qty: 96 inch					3.74
47.0		SHIPPING CHARGES						365.98
48.0		HAZARDOUS WASTE DISPOSAL						7.00
49.0		TINT FOR COLOR RED				0.50		35.00
50.0		VEHICLE COVER FOR PRIMER APPLICATION			1.00			12.00
51.0		ACID ETCH/HIGH BUILD PRIMER				0.50		35.00
52.0		EPOXY PRIMER				0.50		35.00
53.0		CLEAR COAT				2.00		140.00
54.0		VEHICLE COVER FOR PAINT OPERATIONS			3.00			36.00
55.0		COLOR SAND, BUFF & POLISH			2.00			
56.0		HARDWARE						15.00
57.0		POST REPAIR PREP			1.00			
58.0		ECK ANTI-CORROSION PASTE			0.25			15.00
59.0	PARTS	FENDER-HALF,106,LH	Qty: 1					223.12
60.0	PARTS	BRACKET- HOOD LATCH	Qty: 2					11.31
61.0	PARTS	COVER-UNDER CAB,LH,M2	Qty: 1					43.34
62.0	PARTS	FUEL TANK-34G,SU,LH,M2	Qty: 1					1,184.76
63.0	PARTS	DOOR-CAB,M2,LGRBHD,LH	Qty: 1					794.11
64.0	PARTS	GLASS-WDO,DR SD,4MM,TINTED,LH	Qty: 1					76.32
65.0	PARTS	REGULATOR ASSY-WINDOW,ELEC,LH	Qty: 1					253.42
66.0	PARTS	HANDLE-RELEASE,EXT,DOOR,LH,	Qty: 1					52.78
67.0	PARTS	TANK-DEF,6 GAL,CMNS,MAG,GEN 2	Qty: 1					1,034.21
68.0	PARTS	BRACKET-FUEL TANK,REC,M2,-419,	Qty: 2					262.70
69.0	PARTS	ISOLATOR-FUEL TANK,BAND,696	Qty: 2					17.58
70.0	PARTS	ISOLATOR-FUEL TANK,BRACKET	Qty: 2					34.22
71.0	PARTS	BAND-FUEL TANK,RECTANGLE,PAINT	Qty: 2					85.93
72.0	PARTS	BRACKET-DEF TNK,6GAL,STD	Qty: 1					456.30
		Body Materials						615.00

Estimate Subtotal

	Hours	48.50	11.00	13.00		
23,045.66	Totals	5,335.00	1,210.00	1,495.00	770.00	14,235.66

Grand Totals

	Hours	48.50	11.00	13.00		
23,045.66	Totals	5,335.00	1,210.00	1,495.00	770.00	14,235.66

Discount \$:	0.0
Discount 0.0%:	0.00
TAX: 0.0%:	0.00
Total:	23,045.66

NOTES: Only complete repairs will be warrantied, blends are not covered. Broken screws will be drilled out and re-tapped at .25 hrs per screw.

CITY OF DES PLAINES

RESOLUTION R - 176 - 22

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS TO KARDS INC. FOR THE REPAIR OF AMBULANCE 62.

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 Risk Management Fund for use by the Department of Public Works and Engineering during the 2022 fiscal year for repair services; and

WHEREAS, on July 30, 2022, one of the Fire Department's ambulances was involved in an accident and requires repair ("**Damage Repair**"); and

WHEREAS, Kards Inc. ("**Vendor**") submitted a quote to perform the Damage Repair in the amount of \$23,045.66; and

WHEREAS, pursuant to Chapter 10 of Title 1 of the City Code of the City of Des Plaines and the City's purchasing policy, the City Council has determined that competitive bidding is not required for the Damage Repair because Vendor has been approved by MICA, the City's insurance provider, as an authorized repair facility; and

WHEREAS, the City procure the Damage Repair services from Vendor in the amount of \$23,045.66 plus a contingency in the amount of \$3,000.00, for a total not-to-exceed amount of \$26,045.66; and

WHEREAS, the City Council has determined that it is in the best interest of the City to waive the competitive bidding requirements in the City Code and authorize the expenditure of funds in a total not-to-exceed amount of \$26,045.66;

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 hereby incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: WAIVER OF COMPETITIVE BIDDING. The requirement that competitive bids be solicited for the Damage Repair is hereby waived.

SECTION 3: APPROVAL OF EXPENDITURE. The City Council hereby approves the expenditure in a total not-to-exceed amount of \$26,045.66 to Vendor for the Damage Repair.

SECTION 4: AUTHORIZATION OF EXPENDITURE. The City Council hereby authorizes and directs the Director of Finance to issue payment to Vendor in a total not-to-exceed amount of \$26,045.66 for the Damage Repair completed by the Vendor.

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

PASSED this ____ day of _____, 2022.

APPROVED this ____ day of _____, 2022.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

Approved as to form:

ATTEST:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Ambulance 62 Repair – Kards Inc



OFFICE OF GENERAL COUNSEL

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

MEMORANDUM

Date: October 20, 2022

To: Mayor Goczkowski and City Council
Michael G. Bartholomew, City Manager

From: Peter Friedman, General Counsel *PF*

Subject: Release of Closed Session Minutes

Issue: The Illinois Open Meetings Act requires the City Council to periodically review and make determinations with regard to closed session minutes. The Council determines whether (1) the need for confidentiality still exists as to all or part of the minutes or (2) that the minutes or portions thereof no longer require confidential treatment and can be made available for public inspection. 5 ILCS 120/2.06(c).

Analysis: At its closed meeting held on October 17, 2022, the Council reviewed closed session minutes that have not previously been made available for public inspection. Based on that review, Resolution R-177-22 authorizes the release of the following minutes, or portions thereof that the Council has determined no longer require confidential treatment:

- February 18, 2003
- June 2, 2003
- July 7, 2003 – except for matters under potential litigation
- December 6, 2004 – except for matters under probable or imminent litigation
- March 20, 2017 – except for matters under personnel and pending litigation
- October 2, 2017 – except for matters under personnel
- December 18, 2017 – except for matters under collective bargaining
- January 2, 2018 – except for matters under collective bargaining, property acquisition, and sale of property
- January 16, 2018 – except for matters under sale of property and acquisition of property

- February 5, 2018 – except for matters under acquisition of property, sale of property, and personnel
- March 18, 2019 – except for personnel/collective bargaining, probable/imminent litigation, and purchase of property

Recommendation: We recommend adoption of Resolution R-177-22.

Attachments:

Resolution R-177-22

Exhibit A – List of Closed Meetings Minutes for which a need for confidentiality no longer exists

CITY OF DES PLAINES

RESOLUTION R - 177 - 22

A RESOLUTION RELEASING CERTAIN MINUTES OF CERTAIN CLOSED MEETINGS OF THE CITY COUNCIL.

WHEREAS, the City of Des Plaines (“*City*”) is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970; and

WHEREAS, pursuant to the Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.* (“*Act*”), the City has approved written minutes of all meetings of the City Council that were closed to the public pursuant to the Act (“*Closed Meetings*”); and

WHEREAS, pursuant to Section 2.06(d) of the Act, the City Council has conducted a review of the written minutes of Closed Meetings; and

WHEREAS, the City Council has determined that: (i) a need for confidentiality no longer exists as to the written minutes of the Closed Meetings, or parts thereof, described in **Exhibit A** attached to and, by this reference, made a part of this Resolution (“*Released Minutes*”); and (ii) a need for confidentiality still exists as to the written minutes of all Closed Meetings, or parts thereof, other than the Released Minutes; and

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

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

SECTION 2: DETERMINATION OF CONFIDENTIALITY OF CLOSED MEETING MINUTES. The City Council has determined that a need for confidentiality still exists as to the written minutes of all Closed Meetings, or parts thereof, other than the Released Minutes and minutes of Closed Meetings previously made available for public inspection by the City Council.

SECTION 3: PUBLIC INSPECTION OF WRITTEN MINUTES OF CLOSED MEETINGS. The City Council authorizes public inspection under applicable law of the Released Minutes.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2022.

APPROVED this ____ day of _____, 2022.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

EXHIBIT A

CLOSED MEETING MINUTES FOR WHICH A NEED FOR CONFIDENTIALITY NO LONGER EXISTS

- February 18, 2003
- June 2, 2003
- July 7, 2003 – except for matters under potential litigation
- December 6, 2004 – except for matters under probable or imminent litigation
- March 20, 2017 – except for matters under personnel and pending litigation
- October 2, 2017 – except for matters under personnel
- December 18, 2017 – except for matters under collective bargaining
- January 2, 2018 – except for matters under collective bargaining, property acquisition, and sale of property
- January 16, 2018 – except for matters under sale of property and acquisition of property
- February 5, 2018 – except for matters under acquisition of property, sale of property, and personnel
- March 18, 2019 – except for personnel/collective bargaining, probable/imminent litigation, and purchase of property



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: September 22, 2022

To: Michael G. Bartholomew, City Manager

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

Subject: Amendments to Title 13 of the City Code (Subdivision Regulations) Regarding the Plat of Subdivision Application, Submittal, and Approval Process

Update: At the September 19, 2022 City Council meeting, the Council deferred consideration of Ordinance M-28-22, which consisted of amendments to the Subdivision Regulations (Title 13 of City Code) in two respects: (i) clarifications regarding the Plat of Subdivision application, submittal, and approval process; and (ii) changes to the performance security reduction process for required public improvements. At the Council's direction, these topics have been split into two ordinances. Ordinance M-29-22, attached to this report, addresses the subdivision application, submittal, and approval process.

Issue: Consider amendments to Title 13 of the City Code (Subdivision Regulations). The proposed amendments are designed to clarify current practices in administering the Subdivision Regulations, notably (i) to allow flexibility for submittal format, such as electronic; (ii) to clarify a current practice to allow written property owner consent to suffice for initiating an application; (iii) to allow utility approvals via written correspondence; and (iv) to allow specifically for an applicant to choose to combine tentative and final plat approvals in a single, streamlined request.

Analysis: The Subdivision Regulations work hand in hand with the Zoning Ordinance (Title 12) to regulate land use and development in the City. However, they are separate titles of City Code. Some development projects require only zoning relief, some need only subdivision approval, and some need both. Subdivision applications occur frequently with proposed projects, not only to split land into smaller pieces but also to consolidate it when the boundaries and ownership of properties – often contiguous – change through a redevelopment effort.

The Regulations set up Tentative and Final Plat steps. The Tentative Plat is designed to come first and does not require as much detail as a Final Plat, which is ultimately the approval upon which a subdivider can use toward building permitting and construction. Under the current code, the Planning and Zoning Board (PZB) has final authority on a Tentative Plat but has only recommending authority on a Final Plat, which requires the final approval of the City Council. Some applicants take advantage of the two-step process, as the Tentative Plat can signal that a project design is on the right track per the Regulations before an applicant invests in final engineering design. However, sometimes an applicant will choose to submit tentative and final concurrently to save time. Historically, the City has allowed this, but the code is currently not clear on

this process. The amendments are intended to add language to provide for applicants to utilize this option—provided that their submittal complies with the *Final* Plat requirements and has undergone a staff review, including Public Works and Engineering.

In addition, the City accepts written owner consent to fulfill the application requirement of Section 13-2-1.B, but this is not explicitly enumerated in the text. The proposed amendments would clarify this current practice. Further, at the Tentative Plat phase, the current language under “Utility Easements” refers to a requirement of private utility companies to provide approvals “in writing,” but it is unclear whether that should be printed directly on the plat. Historically, written correspondence has been accepted to augment a plat application submittal. Under the amendments, the PZB would have the ability in its Tentative Plat review to allow utility approvals to be provided at the Final instead of the Tentative Plat stage.

Recommendation: Staff recommends the City Council approve Ordinance M-29-22, which amends the Subdivision Regulations regarding components of the application, submittal, and approval process.

Ordinance
M-29-22

CITY OF DES PLAINES

ORDINANCE M – 29 – 22

AN ORDINANCE AMENDING TITLE 13 OF THE DES PLAINES CITY CODE REGARDING SUBDIVISION PROCEDURES AND PLATS.

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, Title 13 of the Des Plaines City Code (“*City Code*”) titled, “Subdivision Regulations,” provides for the change, resubdivision or rearrangement in the boundary or division lines of a parcel of property or public thoroughfare (“*Subdivision Regulations*”); and

WHEREAS, the City has identified the need to update and clarify various provisions of the Subdivision Regulations regarding the subdivision plat submittal process (collectively, “*Amendments*”); and

WHEREAS, the City Council has determined that it is in the best interest of the City to approve the Amendments and amend the City Code as set forth in this Ordinance;

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

SECTION 1. RECITALS. The recitals set forth above are incorporated herein by reference and made a part hereof.

SECTION 2. SUBDIVISION APPLICATION PROCEDURE. Section 13-2-1, titled “Subdivision Application Procedure,” of Chapter 2, titled “Procedures and Plats,” of Title 13, titled “Subdivision Regulations,” of the City Code is hereby amended to read as follows:

“13-2-1: SUBDIVISION APPLICATION PROCEDURE:

A. Submission: Any owner of land within the city, or within one and one-half (1^{1/2}) miles of the corporate limits, wishing to divide the land into two (2) or more tracts, sites or lots for the purpose of building, improvement, sale or assessment, either immediate or future, or a resubdivision for any such purpose shall submit the following to the planning and zoning board through the Department of Community and Economic Development: (Ord. M-21-78, 7-3-1978; amd. Ord. M-23-91, 6-17-1991; Ord. Z-29-15, 10-5-2015)

1. One copy of a completed subdivision application form.
2. The required filing fee as established by resolution of the city council.

3. Eight (8) copies, or in a volume and format determined by the director of Community and Economic Development, of a tentative plat meeting those specifications as set forth in section 13-2-2 of this chapter and/or a final plat meeting those specifications set forth in section 13-2-4 and 13-2-5 of this chapter, if the applicant is choosing to file tentative and final plat applications concurrently.

B. Application: The application form provided by the Department of Community and Economic Development shall be completed and signed by the owner of the property at the time of application, or the property owner shall provide written consent. Proof of ownership in the form of a copy of a torrens certificate, deed or title and trust company policy shall be provided at the time of application.

Whenever the owner or applicant of any real estate for which a subdivision is requested is a land trust, the application form shall be signed by the trust officer of the institution holding the trust. The application shall be accompanied by a full disclosure in writing of the names of the beneficiaries under said trust at the time of such application and within twelve (12) months immediately preceding the filing of such application. Any such application shall be accompanied by a certified copy of the trust agreement and a certificate of the trustee that the beneficiaries are as stated by the owner or applicant. (Ord. M-21-78, 7-3-1978; amd. Ord. M-23-91, 6-17-1991)

C. Timing: An application for subdivision must be received no later than thirty (30) working days prior to the next scheduled planning and zoning board meeting to be placed on the agenda for that meeting. Persons wishing to review a project informally may do so with the director of Community and Economic Development during normal working hours or with the planning and zoning board at any meeting. Information review of projects at regular planning and zoning board meetings will be accomplished as time permits. (Ord. M-21-78, 7-3-1978; amd. Ord. M-23-91, 6-17-1991; 2002 Code; Ord. Z-29-15, 10-5-2015)

D. Review: The director of Community and Economic Development shall refer a copy of the proposed tentative and/or final plat submittals to the heads of appropriate city departments for their review and written comments. These reviews will be included in the file of the proposed subdivision for consideration by the planning and zoning board.

E. Notification: A conspicuous sign shall be posted on the subject property at least seven (7) days prior to the planning and zoning board meeting at which the plat will be considered for tentative approval. Such sign shall indicate that the property is subject to being subdivided and refer all inquiries to the Department

of Ceommunity and Economic Development. (Ord. M-21-78, 7-3-1978; amd. Ord. M-23-91, 6-17-1991; Ord. Z-29-15, 10-5-2015)”

SECTION 3. TENTATIVE PLAT. Section 13-2-2, titled “Tentative Plat,” of Chapter 2, titled “Procedures and Plats,” of Title 13, titled “Subdivision Regulations,” of the City Code is hereby amended to read as follows:

“13-2-2: TENTATIVE PLAT:

Each tentative plat submittal will include the following specifications:

A. Scale: Each tentative plat shall be drawn to the scale of not less than one hundred feet to one inch (1" = 100'). The tentative plat shall show the boundaries of the property to be subdivided, section and half section lines, existing permanent buildings, watercourses and other existing features pertinent to proper subdivision.

B. Municipal Boundaries: All corporate boundary lines within or adjacent to the proposed subdivision shall be so designated.

C. Streets: The widths of roads, streets, with their names and alleys; dimensions of lots and blocks and building lines shall be shown. The full widths of streets bounding the proposed subdivision, with their names and the widths and names of intersecting streets in the property immediately adjacent shall be shown. All streets shall be carried to the boundaries of the proposed subdivision.

D. Names: The name of the proposed subdivision with the name of the owner, sponsor or trustees shall be shown.

E. Utility Easements: Tentative approval of utility easements by all privately owned utility companies shall be indicated via written correspondence. ~~in writing.~~
The Planning and Zoning Board may waive this requirement, conditioned upon the subdivider obtaining approval through the Final Plat process.

F. Dedication Of Land: Proposed dedications of land for public use shall be shown. (Ord. M-21-78, 7-3-1978)

G. Utility Poles, Cables And Structures: All existing and proposed utility poles, cables and structures to include sanitary and storm sewers, water and gas mains and other underground lines and cables shall be shown. The size of sewer and water mains shall be shown. This requirement may be waived by the planning and zoning board with the recommendation of the city engineer. (Ord. M-21-78, 7-3-1978; amd. Ord. Z-29-15, 10-5-2015)”

SECTION 4. PLANNING AND ZONING BOARD’S PROCEDURE. Section 13-2-3, titled “Planning and Zoning Board’s Procedure,” of Chapter 2, titled “Procedures and Plats,” of Title 13, titled “Subdivision Regulations,” of the City Code is hereby amended to read as follows:

“13-2-3: PLANNING AND ZONING BOARD'S PROCEDURE:

The planning and zoning board shall approve or disapprove the tentative plat;

{00128140.3}

Additions are bold and double-underlined; deletions are struck through.

provided however, that if the tentative plat is not satisfactory as originally presented, the board may cause the subdivider to make such changes as may be required by the board and thereupon approve the same. **If the applicant submits the tentative and final plat applications separately,** upon approval of the tentative plat, the applicant will receive a tentative plat checklist granting approval of the tentative plat. **If the applicant has submitted both applications concurrently, pursuant to all Final Plat requirements of this title, the board may proceed to considering the final plat.**

A. The applicant will be instructed by the planning and zoning board to collaborate with the city engineer in the preparation of applicable cost estimates, plans, specifications and contracts for required public improvements.

B. One copy of the approved plat shall thereupon be returned to the subdivider and one copy shall be retained by the Development of Ceommunity **and Economic** Development. Such approval shall be effective for no more than twelve (12) months from the date approval was granted. If a final plat has not been submitted for approval within such twelve (12) month period, the tentative plat must be resubmitted to the planning and zoning board as if such plat had never been approved. (Ord. M-21-78, 7-3-1978; amd. 2002 Code; Ord. Z-29-15, 10-5-2015)”

SECTION 5. EFFECTIVE DATE. This Ordinance shall be in full force and effect 10 days 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

{00128140.3}

Additions are bold and double-underlined; deletions are struck through.



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: October 27, 2022

To: Michael G. Bartholomew, City Manager

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

Cc: Tim Oakley, Director of Public Works and Engineering
Jon Duddles, Assistant Director of Public Works/City Engineer
Dorothy Wisniewski, Assistant City Manager/Director of Finance
Brooke Lenneman, Attorney, Elrod Friedman, General Counsel

Subject: **Second Reading** - Amendments to Title 13 of the City Code (Subdivision Regulations)
Regarding Reductions of Performance Security for Required Public Improvements

Update: At the October 17, 2022 meeting, the City Council unanimously approved Ordinance M-30-22, which amends the Subdivision Regulations regarding public improvements and performance securities, *as revised*. The Council motioned that some ordinance language from first reading, which would have granted the City Manager authority to approve reductions of the first 75 percent of a performance security, be removed and that it be clarified that all reductions must be approved by the Council. Attached Ordinance M-30-22 has been revised accordingly.

Issue: Consider amendments to Title 13 of the City Code (Subdivision Regulations). The proposed amendments are designed to streamline periodic reductions of performance securities that secure public improvements.

Analysis: The Subdivision Regulations are the mechanism through which the City can require applicants (“subdividers”) to pay for public improvements (generally infrastructure) that either run through a site or border it in adjacent rights-of-way. These improvements could lie directly on public property or on private property that is for public use and benefit. Chapter 3 of the Regulations lays out the standard requirements and gives the Public Works and Engineering Department (PWE) the ability to determine which public improvements are necessary based on the location and scope of a proposed subdivision project as well as the current conditions of adjacent and connecting infrastructure (e.g., street width, sewer capacity, etc.)

While the City and a developer/applicant always intend for public improvements to be fully constructed, in rare circumstances a project may not be finished in the manner approved by the City Council. The Regulations protect the City against this instance by requiring a subdivider to file a performance security – generally in the form of either a cash deposit or a letter of credit. These securities, in an amount approved by PWE and the Council, are designed to cover the full scope of improvements if the City must complete them.

However, recognizing that holding either liquid funds or credit in a large amount for a long time period can be burdensome to a subdivider/developer, the Code provides for periodic reductions in the performance security once certain benchmarks are completed in construction. These reductions are approved by PWE after inspections. Current code allows these reductions to be approved only by Council resolution. Based on the Council’s discussion and motion on October 17, this process would not change upon passage of the attached ordinance.

Therefore, the proposed amendments make the following key changes: (i) broaden the definition of “public improvements” so that the term includes *privately owned* infrastructure or facilities that are for *public* use and benefit; and (ii) limit the frequency of developer requests for reductions to one every eight months, with additional requests resulting in an additional administrative fee.

Recommendation: Staff recommends the City Council approve Ordinance M-30-22 as revised, which amends the Subdivision Regulations regarding public improvements and the performance security reduction process.

Ordinance

M-30-22 (*revised to reflect the Council’s motion on October 17, 2022*)

Exhibits

Exhibit A: Proposed New Section 13-2-8 of the Subdivision Regulations

CITY OF DES PLAINES

ORDINANCE M – 30 – 22

AN ORDINANCE AMENDING TITLE 13 OF THE DES PLAINES CITY CODE REGARDING SUBDIVISION PUBLIC IMPROVEMENTS AND FINANCIAL GUARANTEES.

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, Title 13 of the Des Plaines City Code (“*City Code*”) titled, “Subdivision Regulations,” provides for the change, resubdivision or rearrangement in the boundary or division lines of a parcel of property or public thoroughfare (“*Subdivision Regulations*”); and

WHEREAS, the City has identified the need to update and clarify various provisions of the Subdivision Regulations regarding the financial guarantees securing the completion of public improvements (“*Amendments*”); and

WHEREAS, the City Council has determined that it is in the best interest of the City to approve the Amendments and amend the City Code as set forth in this Ordinance;

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

SECTION 1. RECITALS. The recitals set forth above are incorporated herein by reference and made a part hereof.

SECTION 2. DEFINITIONS. Section 13-1-1, titled “Definitions,” of Chapter 1, titled “General Subdivision Provisions,” of Title 13, titled “Subdivision Regulations,” of the City Code is hereby amended to read as follows:

“13-1-1: DEFINITIONS:

* * *

IMPROVEMENTS, PUBLIC: Any facility or infrastructure (i) for which the city or other governmental body may ultimately assume ownership or the responsibility for maintenance and operation, or (ii) which is privately owned but constructed for ~~general~~ public use or benefit, including, without limitation, stormwater detention facilities, water and sewer mains, and roads.

* * *

SECTION 3. FINAL PLAT AND SUPPORTING DOCUMENTS. Section 13-2-4, titled “Final Plat and Supporting Documents,” of Chapter 2, titled “Procedures and Plats,” of Title 13, titled “Subdivision Regulations,” of the City Code is hereby amended to read as follows:

“13-2-4: FINAL PLAT AND SUPPORTING DOCUMENTS:

After the planning and zoning board has approved the tentative plat, the subdivider shall submit to the planning and zoning board a final plat as described in section [13-2-5](#) of this chapter, together with the following supporting documents: (Ord. M-21-78, 7-3-1978; amd. Ord. Z-29-15, 10-5-2015)

A. Engineering plans and profiles approved by the Director of Public Works and Engineering in accordance with the standards for subdivision engineering plans on file in the office of the Director of Public Works and Engineering.

The following statement, signed by a professional engineer properly registered in Illinois and the owner, or the owner's duly authorized agent, shall be included on the grading plan:

To the best of our knowledge and belief, the drainage of surface waters will not be changed by the construction of this subdivision or any part thereof, or, that if drainage will be changed, reasonable provision has been made for collection and diversion of such surface waters into public areas, or drains approved for use by the Director of Public Works and Engineering, and that such surface waters are planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to adjoining properties because of the construction of this subdivision.

B. A statement signed by the Director of Public Works and Engineering approving an estimate of the cost of the **public** improvements including cost of engineering and inspection. (Ord. M-21-78, 7-3-1978; amd. 2002 Code)

C. **The required financial guarantees securing completion of public improvements pursuant to Section 13-2-8 of this Code.**~~Public improvement bonds may be reduced only upon approval of the city council. No expiration date should be placed on the bonds. The terms of the bond will be for a two (2) year period. If at the end of two (2) years the public improvements are not completed to the City's satisfaction the bond will be forfeited to the City. The amount of the bond remaining at the end of each year from the date of the bond, is to be increased by an amount not less than twenty five percent (25%) over the total amount of monies remaining in the bond. (Ord. M-74-94, 11-21-1994)~~

D. Any transfer of subdivision ownership by a developer to another developer for completion of the subdivision shall require:

1. That the new owner/developer shall comply with all requirements of an original subdivision letter of credit.

2. That the original letter of credit by the prior owner/developer shall not be released until the subsequent letter complies with subsection D1 of this section, and that the proper transfer tax certification has been applied to the proper documents. (Ord. M-53-79, 12-3-1979)”

* * *

SECTION 4. REPEAL AND REPLACEMENT OF 13-2-8. Section 13-2-8, titled “Final Approval by City Council,” of Chapter 2, titled “Procedures and Plats,” of Title 13, titled “Subdivision Regulations,” of the City Code is hereby repealed and replaced in its entirety as set forth on *Exhibit A*, attached to and made a part of this Ordinance. to read as follows:

SECTION 5. EFFECTIVE DATE. This Ordinance shall be in full force and effect 10 days 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

EXHIBIT A

13-2-8: FINAL PLAT APPROVAL BY CITY COUNCIL; COMPLETION AND ACCEPTANCE OF PUBLIC IMPROVEMENTS:

- A. City Council Approval: When the city council is satisfied with the final plat and with all improvements, conditions, variations, public ways and recorded easements and documents pertaining to the subdivision platted thereon, the city council shall, by resolution, approve said plat and authorize and direct the mayor to affix the name of the city. The approval shall be attested by the city clerk and sealed with the corporate seal of the city. (Ord. M-43-80, 10-6-1980; amd. Ord. M-23-91, 6-17-1991)

- B. Financial Guarantees Securing Completion of Public Improvements:
 1. Financial Guarantees Required. Prior to the execution of, and as a condition precedent to the recording of, any final plat of subdivision, the subdivider must deposit the following financials guarantees in the form of a letter of credit or a subdivision bond (each in a form to be approved by the City Attorney), or cash:
 - a. Guarantee of Completion: the subdivider must deposit a financial guarantee with the City to guaranty completion of all public improvements as determined by the Director of Public Works and Engineering in an amount equal to 125% of the approved engineer's estimate of cost for the public improvements, with the following terms as follows:
 1. An expiration date not less than three years from the date of issuance or an express provision that such guarantee will not expire prior to completion and acceptance of the public improvements by the City Council; provided, however, the amount of the letter of credit must be increased by an amount not less than 25% over the original issue amount each time the letter of credit is renewed, except when renewed for the purpose of satisfying the maintenance warranty requirement pursuant to Subsection B.1.c of this Section;
 2. That the financial or insurance company issuing the surety shall give written notice by certified or registered mail to the City Clerk not less than 30 days before the expiration of the surety, which surety shall not expire absent such notice;
 3. That failure of the subdivider to complete the required subdivision public improvements secured by such guarantee of completion prior to the scheduled completion date shall be considered a default by the subdivider and the issuing institution and the guarantee will be forfeited to the City;

4. That the financial guarantee shall be irrevocable;
 5. That (in the case of payout instrument) the principal amount of the instrument will not be discharged or reduced by the issuer except upon written certificate of the City Manager or the City Council, as applicable, that such surety may be discharged or reduced in a specified amount in accordance with subsection b below; and
 6. That the issuer will pay all attorney's fees and other costs incurred by the City in enforcing collection of such guarantee of completion in the event that the issuer fails to honor the City's demand for payment under the terms of such guarantee.
- b. Guarantee of Completion Reduction Requests. Prior to the completion and acceptance of all of the public improvements, the guarantee of completion submitted in accordance with this Subsection may be reduced or partially discharged as follows:
1. The subdivider must have submitted a written request to the City with supporting documentation for the reduction;
 2. The Director of Public Works and Engineering, or their designee, must have inspected and approved the completed public improvements and the usual and customary waivers of lien for the applicable public improvements, and recommend that the surety be reduced accordingly;
 3. Upon the receipt of the recommendation of the Director of Public Works and Engineering, the City Council may authorize the reduction of said guarantee of completion;
 4. One reduction request will be processed by the City every eight months, beginning with the date the guarantee was first deposited with the City with no additional fees due from the subdivider. A \$400.00 administrative processing fee will be charged by the City for each additional surety reduction request during any eight-month period.
- c. Maintenance Warranty.
1. At the same time the subdivider deposits the guarantee of completion, the subdivider must also deposit with the City a maintenance warranty in the form set forth for the guarantee of completion in Subsection B.1.a of this Section and in an amount

equal to ten percent the guarantee of completion; provided, however, that any amount over \$50,000.00 may be deposited at a later date but, in any event, must be deposited prior to the City's final acceptance of the public improvements and the release of the guarantee of completion.

2. The maintenance warranty may not be reduced and must be kept on file with the City for 18 months following final acceptance of the public improvements by the City.
3. The maintenance warranty shall secure the guaranty and warranty of the subdivider that all of the public improvements will remain free from any and all defects of any kind; shall be in accordance with the approved plans and specifications; and shall function as intended and designed, as of the date of final acceptance and for a period of 18 months thereafter. Only ordinary wear and tear is excluded from the scope of this warranty and guarantee.

2. Final Acceptance of the Subdivision Public Improvements; Release of Guarantee of Completion:

- a. When (i) all required public improvements are completed and approved by the Director of Public Works and Engineering, (ii) a certification of completion from the project engineer has been received, (iii) all lien waivers have been received, and (iv) the maintenance warranty required by this subsection has been received, the Director of Public Works and Engineering shall submit to the city council a final report stating a request to accept the public improvements as complete and in conformance with description, plans and specifications submitted to and approved by the City. Upon subdivision completion and acceptance of the final report of the Director of Public Works and Engineering, the City Council will accept the public improvements pursuant to a formal resolution.
- b. Upon final acceptance of the public improvements by the City Council in accordance with this subsection, the Director of Public Works and Engineering may recommend to the City Council release the remaining guarantee of completion, which release will be approved by resolution.

3. Interest and Bond Forfeiture: All interest on any cash portion of the guarantee of completion or maintenance warranty shall be forfeited if construction of the public improvements has not commenced within one year of the date of recording of the subdivision plat. If construction of the public improvements has not commenced within eighteen (18) months of the date of the recording of the subdivision plat, the city council may confiscate the ten percent (10%) maintenance warranty and the guarantee of completion.”



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: October 6, 2022

To: Michael G. Bartholomew, City Manager

From: John T. Carlisle, AICP, Director of Community & Economic Development (CED) *JTC*
Jonathan Stytz, AICP, Senior Planner *JS*

Subject: Zoning Text Amendments Regarding Number of Principal Buildings Allowed on a Single Zoning Lot

Issue: Consideration of text amendments to Section 12-7-1.A of the Zoning Ordinance to allow more than one principal building or structure on a single zoning lot for specific institutional uses and for lots in the C-2 Limited Office and C-3 General Commercial Districts of at least one-half acre.

PIN: Citywide

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

Case Number: #22-041-TA

Request Description: The City of Des Plaines is proposing amending the Zoning Ordinance to add an allowance for more than one principal building or structure on a zoning lot in the following instances: (i) a C-2 or C-3-zoned property of at least one-half acre in size; and (ii) for institutional uses (e.g., parks and recreation centers; elementary, middle, and high schools; colleges and universities; and residentially zoned assembly uses) on property that is not zoned institutional.

Background

Land development is diverse and can take on many forms depending on different factors such as the site’s location, size, use, zoning district, and local regulations. While many sites consist of a singular use, this is not necessarily the trend for development or a goal of the Comprehensive Plan. An overarching principle of the Comprehensive Plan is to expand mixed-use developments, especially along major thoroughfares throughout the City, to “encourage development within compact areas of land, reduce traffic and pollution, and contribute to the creation of a pedestrian-friendly environment.” Based on the land use, the type and design of a proposed development could be multi-faceted by function, aesthetics, and purpose. Sites intended for multiple uses—especially sites delineated to provide separate spaces for individual uses—may require multiple buildings or structures. Where developers intend to create separate spaces for different uses or design the site in mind for future subdivision, a more flexible Zoning Ordinance can foster opportunities with developers and users than ordinances with restrictive regulations. When too restrictive, zoning may prohibit or reduce development opportunities, especially on sites where additional development or redevelopment are more attainable.

Currently, the Zoning Ordinance allows for only one principal building located on a zoning lot with the exception of the following cases: (i) planned developments; (ii) regional shopping centers in the C-4 Regional Shopping District; (iii) commercial mobile radio service facilities (i.e., cell towers); (iv) lots of more than four acres in size in the I-1 Institutional District provided that each principal building has a minimum lot of two acres; and (v) lots of five or more acres located in the M-1 Limited Manufacturing District, and the M-2 General Manufacturing District, and M-3 Special Manufacturing District. Properties or proposed developments that are not one of the above are limited to one principal building, or they must apply for entitlements—variation, subdivision, planned development, etc.—to get approval. Any of these processes can result in a lengthy, and sometimes expensive, process with an uncertain approval outcome, in particular for planned developments and variations. The Ordinance defines a zoning lot as “a single tract of land located within a single block, which is developed or built upon as a unit, under single ownership or control,” and many different developments or redevelopments can be impacted by this regulation.

There have been instances where the current regulations allowing only one building on a zoning lot has created additional steps for developers and investors in Des Plaines. In Fall 2021, there was a request for a second principal building on a single zoning lot for a restaurant and retail complex at Mannheim Road and Pratt Avenue. While the individual properties are expected to be under different ownership in the long term, and thus eventually will not be the same zoning lot, the request to construct two principal buildings as a unit under single ownership (e.g. a zoning lot) required a major variation. Developer GW Properties has expressed interest in redeveloping other Des Plaines sites in the same mold and has submitted written support (attached) for a change to this rule. Additionally, the Lee Commons Shopping Center at the northeast corner of Lee Street and Algonquin Road intends to construct a small, stand-alone building for a coffee shop chain in a portion of the existing parking area, which contains often unused spaces. The shopping center is also limited to one principal building since it is zoned C-3, and therefore would need to seek entitlements to allow the second building, even if the development can comply with all other relevant provisions, such as minimum parking. Ownership of Lee Commons has also provided a letter of support (attached) for the amendments.

Separate from commercial development, existing rules do not account for uses such as parks, schools, religious institutions, and similar institutional uses when they are in residential zones. Even when in “R” districts, these uses may be on relatively large lots and require additional buildings and structures for their operation (e.g., a separate rectory building for a religious institution). In the instance of a park with public facilities (e.g., Arndt Park), separate buildings may be necessary to appropriately provide programming. The attached Institutional Use Research table identifies the property size of various institutional uses throughout Des Plaines varying from less than one acre to over 100 acres in size. With some exceptions, the listed institutional uses are located within neighborhoods in the R-1 Single Family Residential District and are limited to one principal building under current rules.

The current intent of the principal building restriction appears to favor singular uses on a zoning lot, or, in the event of a multi-use proposal, intends to steer projects into a planned development (PUD) or other mechanism including a more intense staff, Planning and Zoning Board (PZB), and Council review. While PUDs may be a necessary avenue for larger developments, it may be too onerous for moderately sized properties where there is potential for additional development on a smaller scale (e.g., a small commercial building instead of unused parking, or multiple freestanding small commercial buildings). Therefore, staff proposes amendments to expand the allowance for multiple principal buildings for specific types of uses and districts in Des Plaines, not only to reduce the barrier of entry for *new* development but also to foster better utilization of space in *existing* developments. Even if the amendments are approved, all principal buildings would still need to comply with other zoning regulations of the district in which they are located, such as height, setback, landscaping, and building design (when applicable). Further, minimum requirements for off-street parking and site plan review standards related to circulation and other factors would also remain applicable and ensure a logical design.

Proposed Amendments

The full proposed amendments are attached and are summarized below:

Section 12-7-1, General District Regulations: Modify Section 12-7-1.A, “Number of Buildings On A Zoning Lot,” to do the following:

- Extend the existing allowance for multiple buildings on a zoning lot to sites of four acres or more in any district where specific institutional uses are the principal use and there are at least two acres for each principal building; and
- Add an allowance for additional buildings for properties of one-half acre or more in the C-2 Limited Office Commercial District and C-3 General Commercial District.

Extend Allowance for Institutional Uses in All Districts (Currently Limited to I-1)

- Removes the zoning district qualifier allowing institutional uses in any zoning district provided they are located on properties four or more acres in size;
- Rewords the acreage per building language to clarify that a minimum lot area of two acres is required for each principal building to control the number of principal buildings on a single zoning lot; and
- Restricts the allowance to specific institutional uses, including (i) public or private elementary, middle, and high schools; (ii) parks, community and recreation centers; (iii) residentially zoned assembly uses; and (iv) colleges and universities.

Add Allowance for All Uses in C-2 and C-3 Districts

- Adds new allowance for multiple principal buildings on sites of one-half acre or more in the C-2 and C-3 districts without any restriction on the type of permitted or conditional use.

Proposed Amended Sections

All proposed amendments related to the permitted number of principal buildings on a zoning lot are contained in Ordinance Z-32-22. Additions are **bold, double-underline**. Deletions are ~~struck through~~. Amended sections are provided with some surrounding, unamended text for context.

PZB Recommendation and Findings of Fact:

The PZB held a public hearing on September 27, 2022 and voted 4-0 to recommend approval of the amendments as presented by staff included in Ordinance Z-32-22. Rationale that serves as justification for the standards for text amendments (Section 12-3-7.E of the Zoning Ordinance) is included with the attached excerpt of the September 27 meeting minutes.

City Council Action: Under Section 12-3-7.D of the Zoning Ordinance, the City Council may approve, approve with modifications, or deny the amendments.

Attachments:

Attachment 1: Institutional Uses Research Table

Attachment 2: Letter of Support from GW Properties

Attachment 3: Letter of Support from MPT Holdings LLC, owner of Lee Commons (1143-1175 Lee Street)

Attachment 4: Chairman Szabo Memo

Attachment 5: Excerpt of Draft Minutes from the PZB Meeting of September 27, 2022

Ordinance Z-32-22

INSTITUTIONAL USE RESEARCH TABLE

(Non-exhaustive survey of uses)

PARKS

<i>Park</i>	<i>Sq.ft.</i>	<i>Acres</i>	<i>District</i>
Central Park	68,582	1.57	R-4
Apache Park	78,083	1.79	R-3
Brentwood Park	78,466	1.80	R-1
Willow Park	101,703	2.33	R-1
Tomahawk Park	125,839	2.89	R-1
Eaton Field	156,683	3.60	R-1
Sesquicentennial	190,589	4.38	R-1
Chippewa Park	344,750	7.91	R-1
Seminole Park	401,854	9.23	R-1
Arndt Park	577,386	13.25	R-1
Rosemary Argus Friendship Park	1,226,547	28.16	R-1
Majewski Metro Athletic Complex	1,390,733	31.93	M-2
Prairie Lakes Park	1,590,356	36.51	R-1
Lake Opeka	3,275,439	75.19	R-1

SCHOOLS

<i>School</i>	<i>Sq.ft.</i>	<i>Acres</i>	<i>District</i>
Brentwood Elementary	142,934	3.28	R-1
Friendship Junior High School	229,817	5.28	R-1
South Elementary	234,825	5.39	R-1
Central Elementary	256,440	5.89	R-4
Orchard Place Elementary	265,175	6.09	R-1
Plainfield Elementary	269,101	6.18	R-1
Chippewa Middle School	319,988	7.35	R-1
Terrace Elementary	513,072	11.78	R-1
Cumberland Elementary	548,285	12.59	R-1
Iroquois Community School	641,496	14.73	R-1
North Elementary	692,310	15.89	R-1
Forest Elementary	841,902	19.33	R-1
Nipper School	899,824	20.66	I-1
Maine West High School	3,052,029	70.06	R-1

INSTITUTIONAL USE RESEARCH TABLE (continued)
 (Non-exhaustive survey of uses)

Other (Place of Worship, Recreation, Education)

<i>Other (Place of Worship, Recreation, Education)</i>	<i>Sq.ft.</i>	<i>Acres</i>	<i>District</i>
First United Methodist Church	48,406	1.11	R-4
Hahna Korena Presbyterian Church	55,662	1.28	R-1
Korean Phillippi Presbyterian Church	60,242	1.38	R-1
Evangelical Free Church	86,958	2.00	R-1
Trinity Lutheran Church	89,949	2.06	R-1
Willows Academy	114,560	2.63	R-1
Tenrikyo Midwest Church	116,874	2.68	R-1
Science and Arts Academy	245,915	5.65	I-1
Holy Family Medical Center	1,138,263	26.13	I-1
Golf Center	1,561,804	35.85	I-1
Harry Semrow Driving Range	2,497,305	57.33	R-1
Our Lady of Guadalupe	4,337,040	99.56	I-1
All Saints Cemetery	6,707,077	153.97	I-1
Oakton Community College	7,283,040	167.20	I-1



2211 North Elston Avenue, Suite 400
Chicago, Illinois 60614
Main: 773.382.0445
Fax: 773.796.3037

9/8/2022

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

*Re: GW Mannheim Pratt LLC – 2805-2901 Mannheim Road –
Section 12-7-1 General District Regulations Amendment*

Dear Mr. Carlisle,

The purpose of this letter is to advise the City of Des Plaines on the hardship imposed by the current zoning code referenced above. This section of the zoning code not only is onerous, but more importantly steers prospective developers to either request a variation or apply for a planned unit development unnecessarily. While we are excited to get our project referenced above started, we are hopeful that this code can be amended in order to allow us to pursue future developments within the City of Des Plaines.

If you are to have any questions, please feel free to reach out.

Thank you,

A handwritten signature in black ink that reads 'Mitch Goltz'.

Mitch Goltz
GW Properties

From: pporpora@comcast.net
To: [John Carlisle](#)
Cc: [Matt Ochalski](#)
Subject: Lee Street Commons
Date: Monday, September 12, 2022 9:00:37 AM

Dear John,

As the owner of Lee Street Commons 1143 through 1175 Lee Street, Des Plaines, IL. a retail property that I built in Des Plaines, I am in full support of the prospective Text Amendment being considered on the 9/27/22 ZBA agenda to update and revise current rules that make parking lot utilization and maximization for re-development potential.

Current rule (12-7-1.A: [12-7-1: GENERAL DISTRICT REGULATIONS: \(amlegal.com\)](#) boxes you in to a complicated and lengthy planned development process for what should be a fairly simple project that allows owners to take advantage of ample and often unused parking because they are zoned C-3.

Matt Ochalski will be my representative at the 9/27 meeting and I will also be in attendance at the 10/17 meeting to provide support and comments if requested. Lee Street Commons has been an important part of the city of Des Plaines commerce for the past 36 years. We have enjoyed a great relationship with the city management and our tenants have generated sales and employed numerous local residents over these years. Thank you for your consideration in this matter.

Regards,

Phill Porpora
MPT Holdings LLC
847-293-6013



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

September 28, 2022

Mayor Goczkowski and Des Plaines City Council, CITY OF DES PLAINES

Subject: Planning and Zoning Board (PZB), Zoning Text Amendments, Case #22-041-TA
RE: Consideration of Zoning Text Amendments Related to Number of Principal Buildings on A Zoning Lot

Honorable Mayor and Members of the City Council:

The PZB met on September 27, 2022 to consider the City Text Amendment requests to Section 12-7-1.A of the Zoning Ordinance to allow more than one principal structure on a single zoning lot for specific institutional uses and for lots in the C-2 Limited Office and C-3 General Commercial Districts of at least one-half acre.

1. Staff, on behalf of the City, presented the background and rationale of the amendments, noting the development opportunity for a variety of institutional, commercial, and office uses that could benefit from this amendment through better site utilization. Staff explained that the amendments not only look to encourage mixed-use development—in line with the comprehensive plan—but also provide redevelopment or continued development opportunities for sites requiring more than one principal structure to conduct their operations (i.e., a rectory house for a religious institution). The amendments are focused on C-2 and C-3 zoned properties and certain institutional uses, which are often located on sites with ample space for additional development or a mixed-use development opportunity.
2. The PZB asked staff about the motivation behind the requested amendment and for clarification on the length of the current entitlement process for properties seeking to include multiple principal structures. The PZB asked if an example of this additional structure allowance would be a school adding a separate administrative building on the same site as the school. Staff responded that the entitlement process is a minimum of three to four months, which can delay a developer from adding a new use or a business owner from locating in Des Plaines. Staff added that a school adding an administrative building on their site is an example of a scenario that would be allowed without an additional entitlement process with these proposed amendments.
3. No members of the public spoke on this request.
4. The Planning and Zoning Board *recommended* (4-0) that the City Council *approve* of the requested text amendments as written in the staff report.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'James Szabo', written in a cursive style.

James Szabo,
Des Plaines Planning and Zoning Board, Chairman
Cc: City Officials/Aldermen

Case 22—35-FPLAT
Case 22-041-TA
Case 22-043-TA

1353 Lee Street
Citywide
Citywide

Final Plat of Subdivision
Text Amendment
Text Amendment

2. Address: Citywide

Case Number: 22-0041-TA

The PZB is holding a public hearing to consider zoning text amendments to Section 12-7-1.A of the Zoning Ordinance to allow more than one principal structure on a single zoning lot for specific institutional uses and for lots in the C-2 Limited Office and C-3 General Commercial Districts of at least one-half acre.

PIN: Citywide

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

Case Number: #22-041-TA

Request Description: The City of Des Plaines is proposing amending the Zoning Ordinance to add an allowance for more than one principal building or structure on a zoning lot in the following instances: (i) a C-2 or C-3-zoned property of at least one-half acre in size; and (ii) for institutional uses (e.g., parks and recreation centers; elementary, middle, and high schools; colleges and universities; and residentially zoned assembly uses).

Background

Land development is diverse and can take on many forms depending on different factors such as the site's location, size, proposed use, zoning district, and local regulations. While many sites consist of a singular use, this is not necessarily the trend for development or a goal of the Comprehensive Plan. An overarching principle of the Comprehensive Plan is to expand mixed-use developments, especially along major thoroughfares throughout the City, to "encourage development within compact areas of land, reduce traffic and pollution, and contribute to the creation of a pedestrian-friendly environment." Based on the land use, the type and design of a proposed development could be multi-faceted by function, aesthetics, and purpose. Sites intended for multiple uses—especially sites delineated to provide separate spaces for individual uses—may require multiple buildings or structures to meet the anticipated needs of the use. Where developers intend to create separate spaces for different uses or design the site in mind for future subdivision, a more flexible Zoning Ordinance can foster opportunities with developers and users than ordinances with restrictive regulations. When too restrictive, zoning may prohibit or reduce development opportunities, especially on sites where additional development or redevelopment are more attainable.

Currently, the Zoning Ordinance allows for only one principal building located on a zoning lot with the exception of the following cases: (i) planned developments; (ii) regional shopping centers in the C-4 Regional Shopping District; (iii) commercial mobile radio service facilities (i.e., cell towers); (iv) lots of more than four acres in size in the I-1 Institutional District provided that each principal building has a minimum lot of two acres; and (v) lots of five or more acres located in

Case 22—35-FPLAT
Case 22-041-TA
Case 22-043-TA

1353 Lee Street
Citywide
Citywide

Final Plat of Subdivision
Text Amendment
Text Amendment

the M-1 Limited Manufacturing District, and the M-2 General Manufacturing District, and M-3 Special Manufacturing District. Properties or proposed developments that are not one of the aforementioned cases are limited to one principal building or are required to apply for entitlements—variation, subdivision, planned development, etc.—in order to get approval for more than one principal structure. Any of these processes can result in a lengthy, and sometimes expensive, process with an uncertain approval outcome, in particular for planned developments and variations. The Ordinance defines a zoning lot as “a single tract of land located within a single block, which is developed or built upon as a unit, under single ownership or control,” and many different developments or redevelopments can be impacted by this regulation.

There have been instances where the current regulations allowing only one building on a zoning lot has created additional steps for developers and investors in Des Plaines. In Fall 2021, there was a request for a second principal building on a single zoning lot for a restaurant and retail complex at Mannheim Road and Pratt Avenue. While the individual properties are expected to be under different ownership in the long term, and thus eventually will not be the same zoning lot, the request to construct two principal buildings as a unit under single ownership (e.g. a zoning lot) required a major variation. Developer GW Properties has expressed interest in redeveloping other Des Plaines sites in the same mold, and has written support (attached) for a change to this rule. More recent, the Lee Commons Shopping Center at the northeast corner of Lee Street and Algonquin Road has shared plans to construct a stand-alone building for a coffee shop chain in a portion of the existing parking area. The shopping center is also limited to one principal building since it is zoned C-3, and therefore would need to seek entitlements to allow the second building, even if the development can comply with all other relevant provisions, such as minimum parking. Ownership of Lee Commons has also provided a letter of support for the amendments (attached).

Furthermore, this regulation does not account for uses such as parks, schools, religious institutions, and similar institutional uses in residential zones. Even in “R” districts, these uses may be on large lots and require additional buildings and structures for their operation (e.g., a separate rectory building for a religious institution). In the instance of a park with public facilities (e.g., Arndt Park), separate buildings may be necessary to appropriately provide programming. The attached Institutional Use Research table identifies the property size of various institutional uses throughout Des Plaines varying from less than one acre to over 100 acres in size. With some exceptions, the listed institutional uses are located within neighborhoods in the R-1 Single Family Residential District and are limited to one principal building under current rules.

The current intent of the principal building restriction appears to favor singular uses on a zoning lot, or, in the event of a multi-use proposal, intends to steer projects into a planned development or other mechanism including a more intense staff, PZB, and Council review. While this may be a necessary avenue for larger, more comprehensive developments with a mixture of residential and commercial uses, this does not make sense for moderately-sized properties with the potential for additional development on a smaller scale. In fact, staff argues that it impedes development opportunities for these types of properties, which make up a large portion of Des Plaines.

Consequently, staff proposes to amend this portion of the Zoning Ordinance to expand the allowance of multiple principal buildings for specific types of uses and districts in Des Plaines not only to reduce the barrier of entry for new developments but also to foster opportunities for the redevelopment or expansion of existing developments to better utilize available space. All principal buildings would still need to comply with all applicable zoning regulations of the district in which it is located as these amendments are not intended to abridge any existing zoning regulations.

Proposed Amendments

The full proposed amendments are attached and are summarized below:

Section 12-7-1, General District Regulations: Modify Section 12-7-1.A, “Number of Buildings On A Zoning Lot,” to:

- extend the existing allowance for multiple buildings on a zoning lot to sites of four acres or more in any district where specific institutional uses are the principal use and there are at least two acres for each principal building; and
- add an allowance for additional buildings for properties of one-half acre or more in the C-2 Limited Office Commercial District and C-3 General Commercial District.

Extend Allowance for Institutional Uses in All Districts

- removes the zoning district qualifier allowing institutional uses in any zoning district provided they are located on properties four or more acres in size;
- rewords the acreage per building language to clarify that a minimum lot area of two acres is required for each principal building in order to control the number of principal buildings on a single zoning lot; and
- restricts the allowance to specific institutional uses, including (i) public or private elementary, middle, and high schools; (ii) parks, community and recreation centers; (iii) residentially-zoned assembly uses; and (iv) colleges and universities.

Add Allowance for All Uses in C-2 and C-3 Districts

- adds new allowance for multiple principal buildings on sites of one-half acre or more in the C-2 and C-3 districts without any restriction on the type of use.

Standards for Zoning Text Amendment:

The following is a discussion of standards for zoning amendments from Section 12-3-7.E of the Zoning Ordinance. The PZB may recommend the City Council approve, approve with modifications, or deny the amendments. The PZB *may* adopt the following rationale for how the proposed amendments would satisfy the standards, and or the Board may use its own.

- 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;**

These amendments help fulfill an overarching principle in the Comprehensive Plan, which seeks to encourage mixed-use development by extending the allowance of additional principal buildings permitted in the Zoning Ordinance and fostering opportunities for development. These amendments provide more flexibility in the code to allow for different development designs and uses that can greatly benefit the community as a whole and make Des Plaines more development-friendly. As the City is mostly built-out, these amendments also provide more opportunities for the redevelopment or extension of existing sites throughout the City that can ultimately encourage reinvestment in properties overall. In particular, underused parking lots that contain an excess of code-required spaces serve as an opportunity for a second principal building. In the C-2 and C-3 districts especially, adding such building will typically generate more land value and thus property tax revenue, as well as possibly sales or food and beverage tax revenue.

PZB Modifications (if any): _____

2. Whether the proposed amendment is compatible with current conditions and the overall character of existing development;

The proposed amendments allow for further development of properties with commercial and institutional uses in a way that is compatible with the design, layout, and operation of these types of uses today, as it strives to extend the allowance for multiple uses on a single property with separate spaces. The amendments consider the type, purpose, and design of these uses where separate buildings are not only practical but also functional aspects of the development. Examples of this are: (i) community centers, aquatic centers, outdoor entertainment, private events, etc. for park areas; (ii) religious services, rectories, classrooms, and event spaces for religious institutions; and (iii) quick service uses, such as a coffee shop or convenience mart for larger office and commercial uses. The proposed text amendments complement the character of the existing development while also allowing for new development to occur in a more stream-lined way.

PZB Modifications (if any): _____

3. Whether the proposed amendment is appropriate considering the adequacy of public facilities and services available to this subject property;

The proposed amendments would allow for additional buildings on a property that may require additional public facilities and services for an individual site based on its use and design. However, these amendments would still require site plan review and adherence to applicable municipal codes to ensure that any proposed buildings are compliant and are adequately serviced.

PZB Modifications (if any): _____

4. Whether the proposed amendment will have an adverse effect on the value of properties throughout the jurisdiction; and

The proposed amendments will allow multiple buildings on a single property for select sites, which can actually help increase the property value of the subject property and the surrounding properties. The flexibility provided with these amendments encourages reinvestment in properties and can lead to new uses or improvements to existing uses that benefits the City and its residents.

PZB Modifications (if any): _____

5. Whether the proposed amendment reflects responsible standards for development and growth.

The proposed text amendments facilitate a path towards responsible standards for development and growth for eligible institutional uses and commercial properties by establishing a clear and streamlined permitting path for additional principal buildings.

PZB Modifications (if any): _____

PZB Procedure and Recommendation: Under Section 12-3-7 of the Zoning Ordinance, the PZB has the authority to recommend that the City Council approve, approve with modifications, or deny the above-mentioned amendments. The Board should clearly state any modifications so that its recommended language can be incorporated in the approving ordinance passed on to the Council, which has final authority on the proposal.

Attachment

- Attachment 1: Proposed Amendments
- Attachment 2: Institutional Uses Research Table
- Attachment 3: Letter of Support from GW Properties
- Attachment 4: Letter of Support from MPT Holdings LLC, owner of Lee Commons
(1143-1175 Lee Street)

Jonathan Stytz, Senior Planner, reviewed the staff report. Mr. Stytz explained the text amendment, noting that the focus of the text amendment is to look at the institutional districts as well as commercial districts and see what portions of the sites can be utilized for increased development or redevelopment opportunities for mixed uses or multiple uses. Mr. Stytz explained that there has been a shift in development to increase demand for multi-use properties. The comprehensive plan looks to promote mixed use development especially near major

throughfare areas of the city to “encourage development within compact areas of land, reduce traffic and pollution, and contribute to the creation of a pedestrian-friendly environment.” Mr. Stytz gave examples on a power point which included large office building, parks, schools and churches. Mr. Stytz stated that passing this amendment would help with proposed development and not force them to go through a planning and zoning process. Mr. Stytz reminded the board that all zoning regulations will still apply, and the petitioner will still need to meet all regulations. Mr. Stytz stated that this text amendment would not take decisions away from the board, but it will make it easier for redevelopment in Des Plaines.

A motion was made by Board Member Veremis, seconded by Board Member Hofherr to recommend approval of zoning text amendments to Section 12-7-1.A of the Zoning Ordinance to allow more than one principal structure on a single zoning lot for: (i) specific institutional uses on lots of four acres or more with a minimum of two acres available for each principal building; and (ii) for lots in the C-2 Limited Office and C-3 General Commercial Districts of at least one-half acre.

AYES: Veremis, Hofherr, Saletnik, Szabo
NAYES: None
ABSTAIN: None

*****MOTION CARRIES UNANIMOUSLY ****

CITY OF DES PLAINES

ORDINANCE Z - 32 - 22

**AN ORDINANCE AMENDING SECTION 12-7-1 OF THE
DES PLAINES ZONING ORDINANCE REGARDING THE
PERMITTED NUMBER OF PRINCIPAL BUILDINGS ON A
ZONING LOT (CASE# 22-041-TA).**

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; and

WHEREAS, after a review of the Zoning Ordinance, the City desires to amend Section 12-7-1.A of the Zoning Ordinance to allow more than one principal building or structure on a zoning lot when the zoning lot: (i) is more than four acres in area and used for certain uses; and (ii) is a least one-half acre in area and located in the C-2 Limited Office District or C-3 General Commercial District (collectively, "**Proposed Amendments**"); and

WHEREAS, a public hearing by the Planning and Zoning Board ("**PZB**") to consider the Proposed Amendments was duly advertised in the *Des Plaines Journal* on September 7, 2022, and held on September 27, 2022; and

WHEREAS, the PZB voted 4-0 to recommend approval of the Proposed Amendments; and

WHEREAS, the PZB forwarded its recommendations in writing to the City Council on September 28, 2022;

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

WHEREAS, the City Council has determined that it is in the best interest of the City to adopt the Proposed Amendments 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 Proposed Amendments has complied with the provisions of Section 12-3-7 of the Zoning Ordinance.

SECTION 3. GENERAL DISTRICT REGULATIONS. Section 12-7-1, titled “General District Regulations,” of Chapter 7, titled “Districts,” of the Zoning Ordinance is hereby amended to read as follows:

“12-7-1: GENERAL DISTRICT REGULATIONS:

A. Number Of Buildings On A Zoning Lot: Not more than one principal building or structure shall be located on a zoning lot except in the following cases:

1. Planned developments;
2. Regional shopping centers located in the C-4 Regional Shopping District;
3. Commercial mobile radio service facilities;
4. Lots of more than four (4) acres in size **in any district** ~~in the I-1 Institutional District~~ provided that **there are at least two acres per principal building** ~~each principal building shall have a minimum lot of two (2) acres; and~~ **the principal use is one of the following:**
 - a. **Public or Private Elementary, Middle, and High Schools;**
 - b. **Parks, Community and Recreation Centers;**
 - c. **Residentially Zoned Assembly Uses; or**
 - d. **Colleges and Universities.**

5. Lots of five (5) or more acres located in the M-1 Limited Manufacturing District, and the M-2 General Manufacturing District, and M-3 Special Manufacturing District; **and**

6. Lots in the C-2 Limited Office District and C-3 General Commercial District that are at least one-half acre in area.

* * *

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 Amending Zoning Ordinance Regarding Permitted Number Of Principal Buildings On A Zoning Lot



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: October 6, 2022

To: Michael G. Bartholomew, City Manager

From: John T. Carlisle, AICP, Director of Community & Economic Development (CED) *JTC*
Samantha Redman, Associate Planner *SR*

Subject: Zoning Text Amendments Regarding Secondary Menu Board Signs

Issue: Consideration of the following text amendments to the Zoning Ordinance: (i) revise the sign regulations to allow for up to two drive-through menu board signs that collectively total up to 60 square feet in area within the drive-through menu board sign type pursuant to Section 12-11-6.B; and (ii) amend electronic message board sign type to include reference to drive-through menu board signs, also pursuant to Section 12-11-6.B.

PIN: Citywide

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

Case Number: #22-043-TA

Request Description: The City of Des Plaines is applying for zoning text amendments to address trends in signs for drive-through facilities.

Revising Menu Board Sign Regulations

Digital signage for drive-through restaurant establishments is increasingly popular, as they provide the option to quickly change menu options and provide additional avenues to advertise promotions to customers. Recently, the COVID-19 pandemic required many restaurants to adapt their restaurants to better accommodate a growth in drive-through patronage and quickly adapt menus to meet the challenges of lower staffing and supply chain issues.¹ Digital signs (defined as “electronic message boards” in the zoning ordinance) provide the flexibility needed for restaurants.

Pre-sell menu boards are an increasingly common type of signage that is located prior to the full pricing board, typically located a car length or two away from the full menu board. The purpose of these pre-sell boards is to advertise specials, limited time offers, or entertain guests in line. Offering additional menu information to waiting guests has been shown to have positive effects for restaurants, including reducing perceived waiting

¹ Damask, K. (2021, 07 23). “Restaurants hungry for digital signage.” *Digital Signage Today*
<https://www.digitalsignagetoday.com/articles/covid-19-pushes-restaurants-to-dive-into-digital-signage/>

time for customers.² Nationwide labor shortages have increased customer wait times at many restaurants, including drive-through facilities.³ Presently, the Zoning Ordinance allows for only one sign, and staff regularly requires revisions to submitted sign permits to remove any menu signs exceeding the maximum number. Staff proposes to allow for up to two signs and to increase the maximum total sign area from 42 square feet (current) to 60 square feet (proposed). Further, staff proposes slight adjustments to the electronic message board (EMB) rules to clearly allow electronic drive-through menu board signs and to allow a drive-through to have up to two of them.

Through the amendments restaurants would have the ability to promote their business, alleviate issues associated with longer wait times, and follow trends in marketing and advertising for these types of facilities. Because of existing zoning rules such as (i) limitations on light trespass (Section 12-12-10: Performance Standards), (ii) requirements for landscaping at the sign base, (iii) a requirement for a conditional use permit when drive-through facilities border residential properties, (v) a minimum distance for EMB signs from certain residential zones, (vi) and landscape buffer/screening requirements that lead to solid fences along lot lines, staff is not concerned the additional sign allowance would have a neighbor impact.

Current Drive-Through Sign Regulations

Signs are regulated by sign type and zoning district. Definitions for the sign types discussed in this amendment are included in Section 12-13-3 and the table below. Drive-through signs are only permitted within commercial districts, and thus are controlled by Section 12-11-6.B. The table in this section provides the below restrictions for drive-through menu board signs and electronic message board signs. Sections hindering the construction of secondary menu boards are italicized for emphasis. Note the electronic message boards (EMBs) section does not explicitly state drive-through menu boards are permitted to embed a digital display in the sign.

	Definition (12-13-3)	Regulation (12-11-6.B)
Sign, Drive-through Menu Board	A freestanding or wall sign displaying items or services available at a drive-through facility and located on the same zoning lot of the subject business.	<i>One drive-through menu board sign is permitted adjacent to each ordering point for any lawfully established drive-through facility. The drive through menu board shall not exceed 42 square feet in area and six feet in height. A two-foot radius of landscaping shall be provided around the base of a drive-through menu board sign.</i>
Electronic message boards (EMBs)	A sign whose informational content can be changed or altered by manual or electric, electromechanical or electronic means.	Electronic message boards shall not exceed 50% of the total sign area. When embedded within an electric vehicle charging port, an electronic message board may not exceed six square feet. <i>Only 1 electronic message board will be permitted per lot. In the event that a single business exists on multiple lots or in the case of a business park or retail center, only 1 electronic message board will be permitted overall.</i>

² Bae, G., & Kim, D.-Y. (2014). The Effects of Offering Menu Information on Perceived Waiting Time. *Journal of Hospitality Marketing & Management*, 37-41. <https://doi.org/10.1080/19368623.2014.879547>

³ SeeLevel HX. (September 23, 2021). *PR News Wire*. "SeeLevel HX 21st Annual Drive-Thru Study Uncovers Delays and Inaccuracy as QSRs Struggle with Labor Shortage." <https://www.prnewswire.com/news-releases/seelevel-hx-21st-annual-drive-thru-study-uncovers-delays-and-inaccuracy-as-qsr-struggle-with-labor-shortage-301383881.html>

	<p>Location: The animated face of an electronic message board sign shall be a minimum of 250' away from a residence in the R-1, R-2, and R-3 Residential Districts and shall be arranged to prevent direct glare onto any adjacent properties. Institutional district exempt from this standard. LED illumination of the numerical pricing component of gasoline station signs are exempt from this location standard.</p> <p>Video display signs are permitted.</p> <p>The changeable copy shall be specific to the business in which the sign was intended.</p> <p>No sounds will be permitted.</p> <p>Automatic dimming: Electronic message board signs shall be equipped with light sensing devices or a scheduled dimming timer which automatically dims the intensity of the light emitted by the sign during ambient low light and nighttime (dusk to dawn) conditions. The signs shall not exceed 500 nits of intensity as measured at the sign surface during nighttime and low light conditions and 5,000 nits during daytime hours.</p>
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Proposed Amendments

All proposed amendments are contained in attached Ordinance Z-33-22. Additions are **bold, double-underline**. Deletions are ~~struck through~~. Amended sections are provided with some surrounding, unamended text for context. In summary, these amendments would do the following:

- Allow for up to two drive-through menu board signs that collectively sum to no more than 60 square feet. These may be directly adjacent to an ordering point *and/or* leading up to the ordering point (current rules allow only one sign per ordering point); and
- Amend the electronic message board sign type to include a reference to drive-through menu board signs, as most modern drive-through signs are electronic.

PZB Recommendation and Findings of Fact:

The PZB held a public hearing on September 27, 2022 and voted 4-0 to recommend approval of the amendments as presented by staff. These amendments are incorporated in attached Ordinance Z-33-22. Rationale that serves as justification on the standards for text amendments (Section 12-3-7.E of the Zoning Ordinance) is included with the attached excerpt of the September 27 meeting minutes.

City Council Action: Under Section 12-3-7.D of the Zoning Ordinance, the City Council may approve, approve with modifications, or deny the amendments.

Attachments:

Attachment 1: Photos of Drive-Through Menu Board Signs: Main Pricing Boards and Pre-Browse Boards

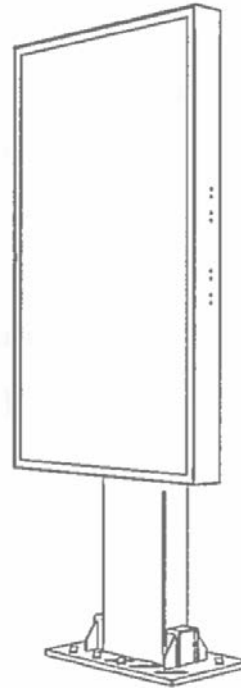
Attachment 2: Chairman Szabo Memo

Attachment 3: Excerpt of Draft Minutes from the PZB Meeting of September 27, 2022

Ordinance Z-33-22



Attachment 1



55" ODMB 02 Single

02-55-2S Outdoor Menu Board
Site Installation Guide



Photos of Drive-Through Menuboard Signs:
Main Pricing Boards and Pre-Browse Boards



September 28, 2022

Mayor Goczkowski and Des Plaines City Council, CITY OF DES PLAINES

Subject: Planning and Zoning Board, Zoning Text Amendments, Case # 22-043-TA

RE: Consideration of Zoning Text Amendments Related to Secondary Drive-Through Menu Boards

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) met on September 27, 2022 to consider text amendment requests to Section 12-11-6.B of the Zoning Ordinance to: (i) revise the sign standards to allow for two menu board signs that collectively total up to 60 square feet in area within the drive-through menu board sign type; and (ii) amend electronic message board sign type to include reference to drive-through menu board signs.

1. Staff, on behalf of the City, presented the background and rationale of the amendments, including information on trends to include secondary menu board signs at drive-through establishments leading up to the ordering point and the need for flexibility for these businesses to use electronic message boards. Staff explained the existing regulations and proposed changes and concluded with information on the existing regulations that limit potential disturbance to neighboring properties and the community.
2. The PZB asked staff about existing drive-through signs in the City and asked about the new McDonald's including secondary signs already. Staff clarified that the new McDonald's includes two drive-through lanes and thus are permitted to erect one menu board per ordering point with the existing code. The new regulations would allow one additional sign prior to each ordering point, not to exceed the collective 60 square foot area specified in the proposed amendment. The PZB discussed benefits of the amendment and supporting businesses with the amendments.
3. No members of the public spoke on this request.
4. The Planning and Zoning Board *recommended* (4-0) that the City Council *approve* of the requested text amendments as written in the staff report.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'James Szabo'.

James Szabo
Des Plaines Planning and Zoning Board, Chairman
Cc: City Officials/Aldermen



DES PLAINES PLANNING AND ZONING BOARD MEETING
September 27, 2022
DRAFT MINUTES

3. Address: Citywide

Case Number: 22-0043-TA

The PZB is holding a public hearing to consider zoning ordinance amendments to: (i) revise the sign standards to allow for two menu board signs that collectively total up to 60 square feet in area within the drive-through menu board sign type pursuant to Section 12-11-6.B; and (ii) amend electronic message board sign type to include reference to drive-through menu board signs, also pursuant to Section 12-11-6.B.

PIN: Citywide

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

Case Number: #22-043-TA

Project Summary: The City of Des Plaines is applying for zoning text amendments to address trends in signs for drive-through facilities.

Revising Menu Board Sign Regulations

Digital signage for drive-through restaurant establishments is increasingly popular, as they provide the option to quickly change menu options and provide additional avenues to advertise promotions to customers. Recently, the COVID-19 pandemic required many restaurants to adapt their restaurants to better accommodate a growth in drive-through patronage and quickly adapt menus to meet the challenges of lower staffing and supply chain issues.¹ Digital signs (defined as “electronic message boards” in the zoning ordinance) provide the flexibility needed for restaurants.

Pre-sell menu boards are an increasingly common type of signage that is located prior to the full pricing board, typically located a car length or two away from the full menu board. The purpose of these pre-sell boards is to advertise specials, limited time offers, or entertain guests in line. Offering additional menu information to waiting guests to has been shown to have positive effects for restaurants, including reducing perceived waiting time for customers.² Nationwide labor shortages have increased customer wait times at many restaurants, including drive-through

¹ Damask, K. (2021, 07 23). “Restaurants hungry for digital signage.” *Digital Signage Today*

<https://www.digitalsignagetoday.com/articles/covid-19-pushes-restaurants-to-dive-into-digital-signage/>

² Bae, G., & Kim, D.-Y. (2014). The Effects of Offering Menu Information on Perceived Waiting Time. *Journal of Hospitality Marketing & Management*, 37-41. <https://doi.org/10.1080/19368623.2014.879547>

facilities.³ Presently, the Zoning Ordinance allows for only one sign, and staff regularly requires revisions to submitted sign permits to remove any menu signs exceeding the maximum number. Staff proposes to allow for up to two signs and to increase the maximum total sign area from 42 square feet (current) to 60 square feet (proposed). Further, staff proposes slight adjustments to the electronic message board (EMB) rules to clearly allow electronic drive-through menu board signs and to allow a drive-through to have up to two of them.

Through the amendments restaurants would have the ability to promote their business, alleviate issues associated with longer wait times, and follow trends in marketing and advertising for these types of facilities. Because of existing zoning rules such as limitations on light trespass (Section 12-12-10: Performance Standards), requirements for landscaping at the sign base, a requirement for a conditional use permit when drive-through facilities border residential properties, a minimum distance for EMB signs from certain residential zones, and landscape buffer/screening requirements that lead to solid fences along lot lines, staff is not concerned the additional sign allowance would have a neighbor impact.

Drive-Through Sign Regulations Signs are regulated by sign type and zoning district. Definitions for the sign types discussed in this amendment are included in Section 12-13-3 and the table below. Drive-through signs are only permitted within commercial districts, and thus are controlled by Section 12-11-6.B. The table in this section provides the below restrictions for drive-through menu board signs and electronic message board signs. Sections hindering the construction of secondary menu boards are italicized for emphasis. Note the electronic message boards (EMBs) section does not explicitly state drive-through menu boards are permitted to embed a digital display in the sign.

	Definition (12-13-3)	Regulation (12-11-6.B)
Sign, Drive-through Menu Board	A freestanding or wall sign displaying items or services available at a drive-through facility and located on the same zoning lot of the subject business.	<i>One drive-through menu board sign is permitted adjacent to each ordering point for any lawfully established drive-through facility. The drive through menu board shall not exceed 42 square feet in area and six feet in height. A two-foot radius of landscaping shall be provided around the base of a drive-through menu board sign.</i>
Electronic message boards (EMBs)	A sign whose informational content can be changed or altered by manual or electric, electromechanical or electronic means.	Electronic message boards shall not exceed 50% of the total sign area. When embedded within an electric vehicle charging port, an electronic message board may not exceed six square feet. <i>Only 1 electronic message board will be</i>

³ SeeLevel HX. (September 23, 2021). *PR News Wire*. "SeeLevel HX 21st Annual Drive-Thru Study Uncovers Delays and Inaccuracy as QSRs Struggle with Labor Shortage." <https://www.prnewswire.com/news-releases/seelevel-hx-21st-annual-drive-thru-study-uncovers-delays-and-inaccuracy-as-qsr-struggle-with-labor-shortage-301383881.html>

		<p><i>permitted per lot.</i> In the event that a single business exists on multiple lots or in the case of a business park or retail center, only 1 electronic message board will be permitted overall.</p> <p>Location: The animated face of an electronic message board sign shall be a minimum of 250' away from a residence in the R-1, R-2, and R-3 Residential Districts and shall be arranged to prevent direct glare onto any adjacent properties. Institutional district exempt from this standard. LED illumination of the numerical pricing component of gasoline station signs are exempt from this location standard.</p> <p>Video display signs are permitted.</p> <p>The changeable copy shall be specific to the business in which the sign was intended.</p> <p>No sounds will be permitted.</p> <p>Automatic dimming: Electronic message board signs shall be equipped with light sensing devices or a scheduled dimming timer which automatically dims the intensity of the light emitted by the sign during ambient low light and nighttime (dusk to dawn) conditions. The signs shall not exceed 500 nits of intensity as measured at the sign surface during nighttime and low light conditions and 5,000 nits during daytime hours.</p>
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Proposed Changes

All proposed amendments are contained in Attachment 1. Additions are **bold, double-underline**. Deletions are ~~struck through~~. Amended sections are provided with some surrounding, unamended text for context.

Standards for Zoning Ordinance Text Amendment:

The following is a discussion of standards for zoning amendments from Section 12-3-7.E of the Zoning Ordinance. Rationale for how the proposed amendments would satisfy the standards is provided. The PZB may use the statements below as its rationale or adopt its own.

1. Whether the proposed amendments are consistent with the goals, objectives, and policies of the comprehensive plan, as adopted and amended from time to time by the City Council;

Although the Comprehensive Plan does not specifically discuss signs or restaurants, the plan overall encourages economic development in Des Plaines. This amendment creates conditions to support successful businesses in the city.

PZB Modifications (if any): _____

2. Whether the proposed amendments are compatible with current conditions and the overall character of existing development;

The amendments allow for one additional sign, in a scale similar to the size of other signs in the city and the average size and number of signs permitted in drive-throughs in other municipalities.

PZB Modifications (if any): _____

3. Whether the proposed amendments are appropriate considering the adequacy of public facilities and services available;

The amendments will have no significant effect on public facilities and services.

PZB Modifications (if any): _____

4. Whether the proposed amendments will have an adverse effect on the value of properties throughout the jurisdiction; and

The proposed amendments, if they have any impact, are likely to improve sales at drive-through establishments and encourage the prosperity of restaurants in the city.

PZB Modifications (if any): _____

5. Whether the proposed amendments reflect responsible standards for development and growth.

Many other municipalities allow for additional menu board signs and this amendment follows the evolving trends of advertising and marketing for this type of establishment. The amendments are based on thoughtful considerations of development trends and existing conditions throughout the City.

PZB Modifications (if any): _____

PZB Procedure and Recommended Conditions: Under Section 12-3-7 of the Zoning Ordinance, the PZB has the authority to recommend that the City Council approve, approve with modifications, or deny the above-mentioned amendments. City Council has final authority on the proposal.

Attachments:

Attachment 1: Proposed Text Amendments

Attachment 2: Photos of Drive-Through Menu board Signs: Main Pricing Boards and Pre-Browse Boards

Samantha Redman, Associate Planner, reviewed the staff report. Ms. Redman explained the text amendment with a PowerPoint and provided photo examples. Secondary menu board signs can display special and other types of things to help customers waiting in line. They are a little further away from the actual drive through menu board. Many restaurants during the pandemic expanded their drive through options. Also in the discussion is the use of digital displays allow businesses to rapidly update and change their menus. Marketing research support the benefit of secondary boards which benefit restaurant sales and help elevates customer discomfort during the long waits. There will still be regulations preventing light trespassing into residential areas.

Board members discussed the importance of keeping up with trends and supporting businesses and discussed examples of businesses with these types of signs.

A motion was made by Board Member Saletnik, seconded by Board Member Veremis to recommend approval of the text amendment to: (i) revise the sign standards to allow for two menu board signs that collectively total up to 60 square feet in area within the drive-through menu board sign type pursuant to Section 12-11-6.B; and (ii) amend electronic message board sign type to include reference to drive-through menu board signs, also pursuant to Section 12-11-6.B.

AYES: Veremis, Saletnik, Szabo, Hofherr

NAYES: None

ABSTAIN: None

*****MOTION CARRIES UNANIMOUSLY ****

CITY OF DES PLAINES

ORDINANCE Z - 33 - 22

AN ORDINANCE AMENDING THE TEXT OF THE DES PLAINES ZONING ORDINANCE REGARDING DRIVE-THROUGH MENU BOARDS SIGNS.

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, after a review of the Zoning Ordinance, City staff proposes to amend Section 12-11-6.B the Zoning Ordinance to (i) allow two menu board signs with certain restrictions; and (ii) include a reference to drive-through menu board signs (collectively, "**Proposed Amendments**"),

WHEREAS, a public hearing by the Planning and Zoning Board ("**PZB**") to consider the Proposed Amendments was duly advertised in the Des Plaines Journal on September 7, 2022, and held on September 27, 2022; and

WHEREAS, the PZB voted 4-0 to recommend approval of the Proposed Amendments; and

WHEREAS, the PZB forwarded its recommendations in writing to the City Council on September 28, 2022;

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

WHEREAS, the City Council has determined that it is in the best interest of the City to adopt the Proposed Amendments 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 complies with the provisions of Section 12-3-7 of the Zoning Ordinance.

{00128564.1}

Additions are bold and double-underlined; ~~deletions are struck through.~~

SECTION 3. REGULATION BY DISTRICT CLASSIFICATION. Section 12-11-6, titled “Regulation by District Classification,” of Chapter 11, titled “Signs,” of the Zoning Ordinance is hereby amended to read as follows:

“12-11-6: REGULATION BY DISTRICT CLASSIFICATION:

* * *

B. Commercial, Manufacturing And Institutional Districts

	* * *
Drive-Through Menu Board Sign	One Two drive-through menu board signs are permitted adjacent or leading up to each ordering point for any lawfully established drive-through facility. The combined sign area of the drive through menu board signs shall not exceed a-60 square feet in area and . <u>A drive-through menu board sign may not exceed</u> six feet in height. A two-foot radius of landscaping shall be provided around the base of each a drive-through-menu board sign.
Electronic message boards	Electronic message boards shall not exceed 50% of the total sign area. When embedded within an electric vehicle charging port, an electronic message board may not exceed six square feet. <u>Electronic message boards may comprise up to 100% of the total sign area of a drive-through menu board sign; provided, however, the sign must comply with the maximum sign area allowance for drive-through menu board signs.</u>
	Excluding those electronic message boards embedded within electric vehicle charging ports and drive-through menu board signs , only 1 electronic message board will be permitted per lot. In the event that a single business exists on multiple lots or in the case of a business park or retail center, only 1 electronic message board will be permitted overall.
	* * *

* * *

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]

{00128564.1}

Additions are bold and double-underlined; ~~deletions are struck through.~~

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 Ordinance Regarding Drive-Through Menu Boards

{00128564.1}

Additions are bold and double-underlined; ~~deletions are struck through.~~

MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF DES PLAINES, ILLINOIS HELD IN THE ELEANOR ROHRBACH MEMORIAL COUNCIL CHAMBERS, DES PLAINES CIVIC CENTER, WEDNESDAY, OCTOBER 12, 2022

CALL TO ORDER:

The Special Meeting of the City Council of the City of Des Plaines was called to order by Mayor Andrew Goczkowski at 6:02 p.m. in Room 102, Des Plaines Civic Center on Wednesday, October 12, 2022.

ROLL CALL:

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

Also present were: City Manager Bartholomew, Assistant City Manager/Director of Finance Wisniewski, Assistant Director of Finance Podbial, Accounting Manager Arroyo, Financial Analyst – Purchasing Kogut, Finance Services Manager Wojtan, Director of Public Works & Engineering Oakley, Assistant Director of Public Works Watkins, Assistant Director of Engineering Duddles, Director of Community & Economic Development Carlisle, Assistant Director of Community & Economic Development Johnson, Director of Information Technology Sora, Police Chief Anderson, Fire Chief Anderson, Director of Media Services Stern, Director of Human Resources Madison

ALDERMAN ZADROZNY DECLARED THAT THE CITY COUNCIL WAS NOW RESOLVED INTO A COMMITTEE OF THE WHOLE

FINANCE COMMITTEE – Alderman Zadrozny, Chair

2023 BUDGET:

Alderman Zadrozny stated that the 2023 Budget items for discussion include the Library, Overhead, TIF #1, TIF #3, TIF #5, TIF #6, TIF #7, TIF #8, Motor Fuel Tax Fund, CDBG Fund, Grant Funded Projects, Gaming Tax Fund, Debt Service, Capital Projects, Equipment Replacement, IT Replacement, Facilities Replacement, Water/Sewer Fund, City-Owned Parking, Metra-Leased Parking, Risk Management and Health Benefits

LIBRARY:

Des Plaines Library Executive Director Jo Bonell presented the Des Plaines Library Budget.

HISTORY CENTER:

Des Plaines History Center Executive Director Philip Mohr present the Des Plaines History Center budget. The History Center requested a \$10,000 increase to the budget for programs and events costs.

Council Request: Move by Chester, seconded by Oskerka to increase the History Center budget by \$10,000 for a total of \$60,000. Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 2 - Lysakowski, Brookman

ABSTAIN: 1 - Zadrozny

Motion declared carried.

**GENERAL FUND
OVERHEAD:**

Council Request: None

Assistant City Manager/Director of Finance Wisniewski provided an explanation of Tax Increment Finance (TIF) funding and the particulars of each of the TIF districts.

**TIF #1 –
DOWNTOWN:**

Council Request: None.

**TIF #3 – WILLE
ROAD:**

Council Request: None.

**TIF #5 – LEE &
PERRY:**

Council Request: None.

**TIF #6 – MANNHEIM
& HIGGINS:**

Council Request: None.

**TIF #7 –
MANNHEIM &
HIGGINS SOUTH:**

Council Request: None.

**TIF #8 – OAKTON
STREET CORRIDOR:**

Council Request: None.

**MOTOR FUEL TAX
FUND:**

Council Request: None.

CDBG FUND:

Council Request: None.

**GRANT FUNDED
PROJECTS:**

Council Request: None.

**PHASE 5 FEMA
BUYOUT:**

Council Request: None.

GAMING TAX:

Council Request: None.

DEBT SERVICE:

Council Request: None.

CAPITAL PROJECTS:

Council Request: None.

**EQUIPMENT
REPLACEMENT:**

Council Request: None.

**IT
REPLACEMENT:**

Council Request: None.

**FACILITIES
REPLACEMENT:**

Council Request: None.

**CITY OWNED
PARKING FUND:**

Council Request: None.

**METRA LEASED
PARKING:**

Council Request: None.

**RISK
MANAGEMENT:**

Council Request: None.

**HEALTH
BENEFITS:**

Council Request: None.

ADJOURNMENT:

All budget items have been discussed. The Special Meeting of the City Council scheduled for Tuesday, October 25, 2022 will be canceled.

Moved by Oskerka, seconded by Chester to adjourn the meeting. The meeting adjourned at 7:42 p.m.

Laura Fast, Deputy City Clerk

APPROVED BY ME
THIS _____ DAY OF
_____, 2022

Andrew Goczkowski,
MAYOR

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DES PLAINES, ILLINOIS HELD IN THE ELEANOR ROHRBACH MEMORIAL COUNCIL CHAMBERS, DES PLAINES CIVIC CENTER, MONDAY, OCTOBER 17, 2022

CALL TO ORDER

The regular meeting of the City Council of the City of Des Plaines, Illinois, was called to order by Mayor Goczkowski at 6:30 p.m. in the Eleanor Rohrbach Memorial Council Chambers, Des Plaines Civic Center on Monday, October 17, 2022.

ROLL CALL

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

CLOSED SESSION

Moved by Chester, seconded by Zadrozny to convene into Closed Session under the following sections of the Open Meetings Act – Probable or Imminent Litigation, Personnel, Sale of Property, Purchase or Lease of Property, Litigation, and Semi-Annual Review of Closed Session Meeting Minutes.

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 2 - Brookman, Ebrahimi

Motion declared unanimously carried.

The City Council recessed at 6:31 p.m.

The City Council reconvened at 7:01 p.m.

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

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

PRAYER AND PLEDGE

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

PUBLIC COMMENT

Resident Nick Caputo requested help regarding the illicit ongoing at a house in his neighborhood; he stated the property and activity at this location are a safety concern. He mentioned he is dissatisfied with the response from the City thus far during the times he has previously sought resolution.

Resident Deb Lester asked about the tree assessment being completed on Webford Ave.

Director of PWE Oakley stated the City has contracted a firm to survey the trees throughout the City, and the report should be completed by the end of the year.

Resident Deb Lester asked about the new activity on the vacant lot at Prairie Ave and Lee St and the status of the property.

Director of CED Carlisle stated the property is not under contract with any developers; stating the activity may be related to maintenance, and will verify there are not any related violations.

Resident Deb Lester asked for an update on Cumberland Crossing.

City Manager Bartholomew stated there is no new update regarding Cumberland Crossing; and recommended the resident call Director of CED Carlisle, Director of PWE Oakley, or himself for further detail on the status of that property.

Resident Marian Cosmides commented on a previous tree survey, and asked the City to keep the residents informed of any decisions on the status of the trees before action is taken.

**ALDERMAN
ANNOUNCEMENTS**

Alderman Chester stated Alderman Brookman is hosting a ward meeting on Wednesday, October 19th at 7:00 p.m. at Good Shepard Church – lower level.

**MAYORAL
ANNOUNCEMENTS**

Mayor Goczkowski stated Des Plaines, along with other government agencies, is collecting donations for the asylum seekers – further information can be found on the City website.

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

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 2 - Brookman, Ebrahimi

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,
Zadrozny, Chester, Smith

NAYS: 0 - None

ABSENT: 2 - Brookman, Ebrahimi

Motion declared carried.

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

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 2 - Brookman, Ebrahimi

Motion declared carried.

Minutes were approved; Resolutions R-160-22, R-161-22, R-162-22, R-163-22, R-164-22, R-165-22, R-166-22, R-168-22 were adopted.

**APPROVE PURCH/
HS/ENVIROSAFETY**
Consent Agenda

Moved by Chester, seconded by Zadrozny, to Approve Resolution R-160-22, A RESOLUTION APPROVING THE PURCHASE OF RADIO HEADSETS FROM ENVIROSAFETY. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-160-22**

**APPROVE TSK ORD
10/ PROF ENG
SVCS/ DIXON ENG**
Consent Agenda

Moved by Chester, seconded by Zadrozny, to Approve Resolution R-161-22, A RESOLUTION APPROVING TASK ORDER NO. 10 UNDER A MASTER CONTRACT WITH DIXON ENGINEERING, INC. FOR PROFESSIONAL ENGINEERING SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-161-22**

**APPROVE AGRMT/
PURCH OF FUEL/
AVALON PETRO**
Consent Agenda

Moved by Chester, seconded by Zadrozny, to Approve Resolution R-162-22, A RESOLUTION APPROVING AN AGREEMENT WITH AVALON PETROLEUM COMPANY, INC. FOR THE PURCHASE OF GASOLINE AND DIESEL FUEL. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-162-22**

**APPROVE AGRMT/
REPLC CAM/ KEY
CODE MEDIA**
Consent Agenda

Moved by Chester, seconded by Zadrozny, to Approve Resolution R-163-22, A RESOLUTION APPROVING AN AGREEMENT WITH KEY CODE MEDIA, INC. FOR THE REPLACEMENT OF CAMERAS IN THE CITY COUNCIL CHAMBERS. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-163-22**

**APPROVE PURCH/
SITE POLLUT
INCID LLP/ MWRD**
Consent Agenda

Moved by Chester, seconded by Zadrozny, to Approve Resolution R-164-22, A RESOLUTION APPROVING PURCHASE OF SITE POLLUTION INCIDENT LEGAL LIABILITY POLICY REGARDING A STORM SEWER EASEMENT. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-164-22**

**APPROVE AGRMT/
FERTILIZER &
WEED CTRL/
BEARY LS MGMT**
Consent Agenda

Moved by Chester, seconded by Zadrozny, to Approve Resolution R-165-22, A RESOLUTION APPROVING AN AGREEMENT WITH BEARY LANDSCAPE MANAGEMENT FOR FERTILIZER AND WEED CONTROL APPLICATION SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-165-22**

**APPROVE AGRMT/
DT LS/ BEARY LS
MGMT**
Consent Agenda

Moved by Chester, seconded by Zadrozny, to Approve Resolution R-166-22, A RESOLUTION APPROVING AN AGREEMENT WITH BEARY LANDSCAPE MANAGEMENT FOR DOWNTOWN LANDSCAPE MAINTENANCE. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-166-22**

APPROVE
MINUTES
Consent Agenda

Moved by Chester, seconded by Zadrozny, to Approve the Minutes of the City Council meeting of October 3, 2022, as published. Motion declared carried as approved unanimously under Consent Agenda.

APPROVE
MINUTES
Consent Agenda

Moved by Chester, seconded by Zadrozny, to Approve the Minutes of the Special Meeting of the City Council - 2023 Budget Hearing #1 of October 5, 2022, as published. Motion declared carried as approved unanimously under Consent Agenda.

APPROVE
MINUTES
Consent Agenda

Moved by Chester, seconded by Zadrozny, to Approve the Closed Session Minutes of the City Council meeting of October 3, 2022, as published. Motion declared carried as approved unanimously under Consent Agenda.

UNFINISHED
BUSINESS

CONSIDER AMEND
TITLE 13 OF THE
CITY CODE RE
SUBD PROC AND
PLATS
Ordinance
M-29-22

Director of Community & Economic Development Carlisle reviewed a memorandum dated September 22, 2022.

At the September 19, 2022 City Council meeting, the Council deferred consideration of Ordinance M-28-22, which consisted of amendments to the Subdivision Regulations (Title 13 of City Code) in two respects: (i) clarifications regarding the Plat of Subdivision application, submittal, and approval process; and (ii) changes to the performance security reduction process for required public improvements. At the Council's direction, these topics have been split into two ordinances.

The proposed amendments in administering the Subdivision Regulations are: (i) to allow flexibility for submittal format, such as electronic; (ii) to clarify a current practice to allow written property owner consent to suffice for initiating an application; (iii) to allow utility approvals via written correspondence; and (iv) to allow specifically for an applicant to choose to combine tentative and final plat approvals in a single, streamlined request.

Under the current code, the Planning and Zoning Board (PZB) has final authority on a Tentative Plat but has only recommending authority on a Final Plat, which requires the final approval of the City Council. Sometimes an applicant will choose to submit tentative and final concurrently to save time. Historically, the City has allowed this, but the code is currently not clear on his process. The amendments are to add language to provide for applicants to utilize this option— provided that their submittal complies with the Final Plat requirements and has undergone a staff review, including Public Works and Engineering.

The proposed amendments would also clarify the current practice of written owner consent to fulfill the application requirement of Section 13-2- 1.B. Further, at the Tentative Plat phase, language clarification under "Utility Easements" regarding the requirement of private utility companies to provide approvals "in writing"; under the amendments, the PZB would have the ability in its Tentative Plat review to allow utility approvals to be provided at the Final instead of the Tentative Plat stage.

Staff recommends the City Council approve Ordinance M-29-22.

Resident Deb Lester stated she objects to this proposal because it takes away an opportunity for the public to comment at the tentative plot submission; and she stated she believes the amendment is a band-aid approach to the city code since there are portions of it which are outdated. She also questioned the notification provision for a subdivision.

Director of CED Carlisle and General Counsel Friedman gave further clarification of the notice provision for a subdivision.

Resident Jim Hansen asked for further detail regarding the flowchart process, and asked for clarification regarding the process in connection with 622 Graceland Ave. He also asked if this process would save the City time and money.

Moved by Chester, seconded by Oskerka, to Approve the Ordinance M-29-22, AN ORDINANCE AMENDING TITLE 13 OF THE DES PLAINES CITY CODE REGARDING SUBDIVISION PROCEDURES AND PLATS.

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 2 - Brookman, Ebrahimi

Motion declared carried.

CONSIDER AMEND
TITLE 13 OF THE
CITY CODE RE
SUBD PUBLIC IMP
AND FIN GNTES
Ordinance
M-30-22

Director of Community & Economic Development Carlisle reviewed a memorandum dated September 22, 2022.

At the September 19, 2022 City Council meeting, the Council deferred consideration of Ordinance M-28-22, which consisted of amendments to the Subdivision Regulations (Title 13 of City Code) in two respects: (i) clarifications regarding the Plat of Subdivision application, submittal, and approval process; and (ii) changes to the performance security reduction process for required public improvements.

The Subdivision Regulations are the mechanism through which the City can require applicants (“subdividers”) to pay for public improvements (generally infrastructure) that either run through a site or border it in adjacent rights-of-way. The Regulations require a subdivider to file a performance security – generally in the form of either a cash deposit or a letter of credit.

The Code provides for periodic reductions in the performance security once certain benchmarks are completed in construction. These reductions are approved by PWE after inspections. Current code allows these reductions to be approved only by Council resolution. The proposed amendments allow for an administrative/City Manager approval of reductions, still based on inspection approval by PWE, up to 75 percent of the performance security amount. Council resolutions would be required on the final 25 percent of the amount. Further, Council approval would still be required to accept the public improvements, as well as to release the maintenance warranty, which is 10 percent of the full security amount and is held until 18 months after the improvements are accepted by the Council.

The proposed amendments will also broaden the definition of “public improvements” so that the term includes privately owned infrastructure or facilities that are for public use and benefit.

Staff recommends the City Council approve Ordinance M-30-22.

Alderman Chester stated he does not like moving the authority away from the City Council; stating he does not support the 75%/25%.

Alderman Oskerka stated he is not a fan of this because it provides an opportunity for a variation in what is told to the City Council and the public versus the City Manager releasing those funds; stating as it stands it provides a financial incentive for the petitioner to explain any alterations in their project.

Alderman Moylan stated it is redundant having to vote three times, and that if there is an issue, it can be addressed the two other times it comes to the City Council.

Alderman Smith stated she likes keeping the City Council in control of what is released.

Resident Jim Hansen asked if anyone uses cash bonds, or if it is primarily letter of credit.

City Manager Bartholomew stated it is almost always letters of credit, but he has seen a few large cash bonds.

Resident Jim Hansen stated he sees this as routine business and a process that does not need to be changed.

Resident Marian Cosmides gave a formatting suggestion regarding the PowerPoint. She also stated that she prefers the decision always be left in the hands of the elected officials.

Resident Deb Lester stated changing this procedure does not give the Aldermen opportunity to listen to the residents; and she gave her opinion on other aspects of the timeline changes.

Assistant City Manager/Director of Finance Wisniewski commented regarding the security bond procedures.

Moved by Chester, seconded by Zadrozny, to Approve, as Amended, to remove the clause related to the authority of the City Manager to reduce up to seventy-five percent, the Ordinance M-30-22, AN ORDINANCE AMENDING TITLE 13 OF THE DES PLAINES CITY CODE REGARDING SUBDIVISION PUBLIC IMPROVEMENTS AND FINANCIAL GUARANTEES.

Upon voice vote, the vote was:

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

NAYS: 0 - None

ABSENT: 2 - Brookman, Ebrahimi

Motion declared carried.

NEW BUSINESS

FINANCE & ADMINISTRATION – Alderman Zadrozny, Chair

WARRANT REGISTER Resolution R-167-22

Alderman Zadrozny presented the Warrant Register.

Moved by Zadrozny, seconded by Smith, to Approve the Warrant Register of October 17, 2022 in the Amount of \$4,296,393.53 and Approve Resolution R-167-22.

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 2 - Brookman, Ebrahimi

Motion declared carried.

COMMUNITY DEVELOPMENT - Alderman Chester, Chair

CONSIDER AMENDING SEC 12-7-1 OF THE ZONING ORDINANCE REGARDING THE PERMITTED NUMBER OF PRINCIPAL BUILDINGS ON A ZONING LOT

Director of Community & Economic Development Carlisle reviewed a memorandum dated October 6, 2022.

The City of Des Plaines is proposing amending the Zoning Ordinance to add an allowance for more than one principal building or structure on a zoning lot in the following instances: (i) a C-2 or C-3-zoned property of at least one-half acre in size; and (ii) for institutional uses (e.g., parks and recreation centers; elementary, middle, and high schools; colleges and universities; and residentially zoned assembly uses) on property that is not zoned institutional.

**Ordinance
Z-32-22**

The summarized proposed amendments are:

Section 12-7-1, General District Regulations: Modify Section 12-7-1.A, "Number of Buildings On A Zoning Lot," to do the following:

- Extend the existing allowance for multiple buildings on a zoning lot to sites of four acres or more in any district where specific institutional uses are the principal use and there are at least two acres for each principal building; and
- Add an allowance for additional buildings for properties of one-half acre or more in the C-2 Limited Office Commercial District and C-3 General Commercial District.

Extend Allowance for Institutional Uses in All Districts (Currently Limited to I-1)

- Removes the zoning district qualifier allowing institutional uses in any zoning district provided they are located on properties four or more acres in size;
- Rewords the acreage per building language to clarify that a minimum lot area of two acres is required for each principal building to control the number of principal buildings on a single zoning lot; and
- Restricts the allowance to specific institutional uses, including (i) public or private elementary, middle, and high schools; (ii) parks, community and recreation centers; (iii) residentially zoned assembly uses; and (iv) colleges and universities.

Add Allowance for All Uses in C-2 and C-3 Districts

- Adds new allowance for multiple principal buildings on sites of one-half acre or more in the C-2 and C-3 districts without any restriction on the type of permitted or conditional use.

The PZB voted 4-0 to recommend approval of the amendments as presented by staff.

Moved by Chester, seconded by Oskerka, to Approve the Ordinance Z-32-22, AN ORDINANCE AMENDING SECTION 12-7-1 OF THE DES PLAINES ZONING ORDINANCE REGARDING THE PERMITTED NUMBER OF PRINCIPAL BUILDINGS ON A ZONING LOT (CASE# 22-041-TA).

Upon voice vote, the vote was:

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

NAYS: 0 - None

ABSENT: 2 - Brookman, Ebrahimi

Motion declared carried.

**CONSIDER
AMENDING THE
TEXT OF THE DES
PLAINES ZONING
ORDINANCE
REGARDING
DRIVE-THROUGH
MENU BOARDS
SIGNS**

**Ordinance
Z-33-22**

Director of Community & Economic Development Carlisle reviewed a memorandum dated October 6, 2022.

Presently, the Zoning Ordinance allows for only one sign, and staff regularly requires revisions to submitted sign permits to remove any menu signs exceeding the maximum number. Staff proposes to allow for up to two signs and to increase the maximum total sign area from 42 square feet (current) to 60 square feet (proposed). Further, staff proposes slight adjustments to the electronic message board (EMB) rules to clearly allow electronic drive-through menu board signs and to allow a drive-through to have up to two of them.

In summary, these amendments would do the following:

- Allow for up to two drive-through menu board signs that collectively sum to no more than 60 square feet. These may be directly adjacent to an ordering point and/or leading up to the ordering point (current rules allow only one sign per ordering point); and
- Amend the electronic message board sign type to include a reference to drive-through menu board signs, as most modern drive-through signs are electronic.

The PZB voted 4-0 to recommend approval of the amendments as presented by staff.

Moved by Chester, seconded by Zadrozny, to Approve the Ordinance Z-33-22, AN ORDINANCE AMENDING THE TEXT OF THE DES PLAINES ZONING ORDINANCE REGARDING DRIVE-THROUGH MENU BOARDS SIGNS.

Upon voice vote, the vote was:

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

NAYS: 0 - None

ABSENT: 2 - Brookman, Ebrahimi

Motion declared carried.

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

Alderman Smith stated she liked the previous resident suggestion regarding PowerPoint formatting.

ADJOURNMENT

Moved by Chester, seconded by Oskerka to adjourn the meeting. The meeting adjourned at 8:19 p.m.

Jessica M. Mastalski – CITY CLERK

APPROVED BY ME THIS _____

DAY OF _____, 2022

Andrew Goczkowski, MAYOR

Law Offices of
Ptasinski & Smith, P.C.
ATTORNEYS AT LAW

DONALD A. SMITH
LAWRENCE J. PTASINSKI (1949-2006)

October 28, 2022

VIA E-MAIL

Honorable Andrew Goczowski
City of Des Plaines Mayor
1420 Miner Street
Des Plaines, IL 60016

RE : Des Plaines Fire Pension Board

Dear Mr. Mayor:

I understand from Dorothy Wisniewski there is an open position on the City of Des Plaines Fire Pension Board. I would be honored to be considered to fill that position if you would like to appoint me. I know that you are familiar with my background, but if there is any additional information that you require, please let me know. I look forward to being able to serve. As you know, I am already a member of the Police Pension Board, having been appointed by you earlier this year.

Thank you.

Very truly yours,



Donald A. Smith

DAS/dbd

cc City Manager Mike Bartholomew/via e-mail
Asst. City Manager, Dorothy Wisniewski/via e-mail

From: Kristy Garceau

To: Mayor Andrew Goczkowski
City Manager Mike Bartholomew
1420 Miner Street
Des Plaines, IL 60016

October 27, 2022

Mayor Goczkowski and City Manager Bartholomew,

I would like to express my interest in serving on the Board of Fire and Police Commission. As a resident of Des Plaines since 2015, I have committed myself to finding ways to engage with our city including forming the SPEAK Des Plaines community group and also working as Director of Development and Community Outreach with the Center of Concern.

I am thankful for the open conversations I have had with former Mayor Bogusz and Chief Kushner and am appreciative that this communication has continued seamlessly with both of you along with Chief Anderson.

Public service is critical for the health of our residents, and I am grateful for your consideration in this important role on the Board of Fire and Police Commission for the city of Des Plaines.

Thank you,

A handwritten signature in black ink, appearing to read 'Kristy Garceau', with a stylized flourish at the end.

Kristy Garceau

KRISTY GARCEAU

SKILLS

- Professional writing and editing
- Community outreach and relations
- Accessible communications
- Project management
- Event planning
- Mac and PC
- Microsoft and Google office suites
- Constituent and client database management
- Apricot, Constant Contact, Buffer, Canva, Photoshop, and Lightroom, Zoom, Google Meet, Teams, Webex, and Slack

EDUCATION

Eastern Illinois University
Bachelor of Arts in Communication Studies: December 2020
Professional writing minor, Writes with Distinction Award, 3.93/4.0 GPA

University of Missouri
Master of Public Health: Expected Completion 2024
Health Promotion and Policy emphasis

CERTIFICATIONS

- Community Health Worker Certificate, Illinois Public Health Association: October 2022
- Scientific Writing Certificate, Stanford University: Expected Completion October 2022
- Certified Development Professional, GrantNews: May 2022
- QPR Suicide Prevention Certified, QPR Institute: January 2022
- Fundraising and Development Foundations Certificate, University of California: August 2021
- COVID-19 Vaccine Ambassador, City Colleges of Chicago: May 2021

EXPERIENCE

Center of Concern - Des Plaines, IL

Director of Development and Community Outreach: July 2021 to Present

- Maintain existing and cultivate new donor relations, meet agency goals through individual, private, government, and in-kind sources
- Write compelling grant narratives, proposals, and budgets
- Comply with grant policies including financial and programmatic reporting and ensure grant deliverables are attained
- Design and publish original print and digital newsletters, social media and web content, outreach materials, and press releases
- Implement holiday, year-end, and legacy giving donor campaigns
- Collaborate with local community organizations and health departments to facilitate partnerships and best serve vulnerable residents
- Coordinate COVID-19 community supports as lead liaison between agency and health departments, disseminating timely information into audience-appropriate communications and facilitating access to testing, vaccinations, PPE, and other resources
- Support event and volunteer coordination staff ensuring agency's annual fundraising and volunteer goals are met

Special Project Coordinator: December 2020 to July 2021

- Collaborated with health department to best serve vulnerable community members through COVID-19 related support and access to services
- Expanded agency's grocery delivery service to homebound clients
- Launched distribution of 3,000+ care packages for residents including purchasing supplies, volunteer recruitment, and community distribution
- Communicated timely, relevant, and accessible COVID-19 information from health departments to staff, volunteers, clients, and community

Development Intern: August 2020 to November 2020

- Wrote detailed grant proposals, letters of intent, and budgets
- Completed biannual print agency newsletter
- Wrote press releases for special events and agency news
- Assisted with planning and execution of fundraising events

Self-Employed

Small Business Marketing & Photography: March 2009 to November 2020

- Designed original graphics and copy for digital and print materials—brochures, custom logos, business cards, signage, and newsletters
- Created websites and managed social media with original content
- Provided on-sight portrait, event, and business photography

VOLUNTEER

SPEAK Des Plaines - Des Plaines, IL

Founding Member, Community Engagement: June 2020 to Present

Self Help Closet and Food Pantry - Des Plaines, IL

Grant Writing: September 2020 to October 2020

Second City Canine Rescue - Palatine, IL

Social Media, Photography, Foster Home: March 2013 to Present

Refugee One - Chicago, IL

Team Leader of Family Co-Sponsor Group: January 2018 to May 2019

Forest Preserves of Cook County - Des Plaines, IL

Adopt-A-Site Litter Cleanup: January 2017 to December 2019

La Leche League USA - Schaumburg, IL

Group Leader, Peer Counselor: January 2011 to December 2014



FINANCE DEPARTMENT

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

MEMORANDUM

Date: October 26, 2022
To: Michael G. Bartholomew, City Manager
From: Dorothy Wisniewski, Assistant City Manager/Director of Finance
Subject: Resolution R-178-22, November 7, 2022, Warrant Register

Recommendation: I recommend that the City Council approve the November 7, 2022, Warrant Register Resolution R-178-22.

Warrant Register.....\$5,019,266.38

Estimated General Fund Balance
Balance as of 09/30/2022: \$36,241,444
Please use caution when evaluating this number as revenues fluctuate dramatically from month to month due to delays in receiving sales tax revenue from the State and 1st & 2nd installments of property tax revenue.

CITY OF DES PLAINES

RESOLUTION

R-178-22

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.

November 7, 2022

City of Des Plaines

Warrant Register 11/07/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fund: 100 - General Fund						
1	2478	DUI Fines	1518 Intoximeters Inc	717652	200 Mouthpieces for DUI Intoximeter	71.00
Department: 00 - Non Departmental						
2	4630	Resident Ambulance Fees	1459 Blue Cross Blue Shield of Illinois	DPIL-2216132:1	Medical Reimbursement DOS 04/16/2022	40.50
3	4630	Resident Ambulance Fees	8723 Advocate Christ Hospital Physician Partners	DPIL-2221608:1	Medical Reimbursement DOS 05/21/2022	220.81
4	4630	Resident Ambulance Fees	1459 Blue Cross Blue Shield of Illinois	DPIL-2223223:1	Medical Reimbursement DOS 05/31/2022	86.68
5	4631	Nonresident Ambulance Fees	8724 Utzke, Patricia	DPIL-2220940:1	Medical Reimbursement DOS 05/17/2022	250.00
Total 00 - Non Departmental					597.99	
Elected Office						
Division: 110 - Legislative						
6	5310	Membership Dues	1532 Des Plaines Chamber of Commerce & Industry	22075	Annual Dues for City 11/01/2022-10/31/2023	375.00
7	6000	Professional Services	8452 Anderson Legislative Consulting LTD	10-2022	Lobbyist Services - October 2022 - R-116-22	5,420.00
8	6000	Professional Services	8453 Raucci & Sullivan Strategies LLC	3844	Lobbyist Services - September 2022 - R-131-21	5,000.00
Total 110 - Legislative					10,795.00	
Division: 120 - City Clerk						
9	6100	Publication of Notices	1050 Journal & Topics Newspapers	188781	Legal Notice - City Hall UST Removal 10/05/2022	86.55
10	6100	Publication of Notices	1050 Journal & Topics Newspapers	188782	Legal Notice - 2023 Parkway Restore/Planting 10/05/2022	86.55
11	6100	Publication of Notices	1050 Journal & Topics Newspapers	188783	Legal Notice - HVAC Repair and Maintenance 10/05/2022	112.52
12	6120	Recording Fees	1139 Cook County of Illinois	29009302022	Recording Fees for Seven Ordinances 09/13 & 09/26/2022	946.00
13	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8002518968	Shredding Services 09/02-09/30/2022	92.95
14	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 101022	Water Delivery Service 09/15/2022	8.00
Total 120 - City Clerk					1,332.57	
Total 10 - Elected Office					12,127.57	
City Administration						
Division: 210 - City Manager						
15	6005	Legal Fees	8133 Elrod Friedman LLP	10040	9-22 Non-Retainer Matters	1,995.50
16	6005	Legal Fees	8133 Elrod Friedman LLP	10050	9-22 Non-Retainer Matters	552.00
17	6005	Legal Fees	8133 Elrod Friedman LLP	SEPT 2022 RET	September 2022 Retainer	18,500.00
18	6009	Legal Fees - Admin Hearings/Prosecutions	1735 Cohen Law Firm PC	09-22	Administrative Hearings 9/8, 9/20 & 09/22/2022	900.00
19	6009	Legal Fees - Admin Hearings/Prosecutions	1073 Bartel, Raymond	22-19	Traffic Court & Admn Hearings 9/27, 9/28, 10/13 & 10/14/2022	1,845.00
20	6010	Legal Fees - Labor & Employment	1127 Clark Baird Smith LLP	15891	Legal Fees for September 2022	4,656.25
21	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 101022	Water Delivery Service 09/15/2022	(4.00)
Total 210 - City Manager					28,444.75	
Division: 230 - Information Technology						
22	6305	R&M Equipment	8399 Park Place Technologies LLC	PUSA1009007559 4	Service Maintenance Contract 11/1/22-11/30/22	64.00
23	7005	Printer Supplies	1820 Datasource Ink	22964	Exchange Roller Kit, Pick Up Roller, Feed Roller, Retard Roller	150.00
24	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 101022	Water Delivery Service 09/15/2022	82.40
Total 230 - Information Technology					296.40	

City of Des Plaines

Warrant Register 11/07/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Division: 240 - Media Services						
25	7000	Office Supplies	1644 Warehouse Direct Inc	5295264-0	Business Card Holder for Office	1.41
26	7200	Other Supplies	2016 Signarama	43314	Nameplate for Council Chambers for CED Director	28.75
Total 240 - Media Services					30.16	

Division: 250 - Human Resources						
27	5340	Pre-Employment Testing	1267 Northwest Community Hospital	28323	New Hire Pre-Employment Testing 08/25/2022	392.00
28	5340	Pre-Employment Testing	1267 Northwest Community Hospital	28362	New Hire Pre-Employment Testing 08/26/2022	50.00
29	6000	Professional Services	8706 Clear Law Institute, LLC	11977	Anti-Harassment Training 4th Quarter 2022 Only	7,400.00
30	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8002518968	Shredding Services 09/02-09/30/2022	92.95
31	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 101022	Water Delivery Service 09/15/2022	37.94
Total 250 - Human Resources					7,972.89	

Total 20 - City Administration					36,744.20
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Department: 30 - Finance						
32	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8002518968	Shredding Services 09/02-09/30/2022	92.95
33	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 101022	Water Delivery Service 09/15/2022	119.37
Total 30 - Finance					212.32	

Community Development

Division: 410 - Building & Code Enforcement						
34	6000	Professional Services	3337 HR Green Inc	156292	Building Inspections for September 1-30, 2022	15,377.01
35	6000	Professional Services	6315 B&F Construction Code Services Inc	16597	August Inspections 8/01/2022-8/31/2022	9,642.17
36	6000	Professional Services	5764 GovTempUSA LLC	4053258	Permit Technician for Weeks Ending 9/25/2022 & 10/2/2022	2,772.00
37	6000	Professional Services	6315 B&F Construction Code Services Inc	59904	Plan Review 8/23/2022 Project 1126549	1,069.37
38	6005	Legal Fees	8133 Elrod Friedman LLP	10048	9-22 Non-Retainer Matters	8,318.50
39	6005	Legal Fees	8133 Elrod Friedman LLP	10049	9-22 Non-Retainer Litigation	114.00
40	6025	Administrative Services	7961 BridgePay Network Solutions LLC	10841	Utility Web & Business License Transaction Fees Sept 2022	0.10
41	6110	Printing Services	1233 Press Tech Inc	50022	3 Boxes of Business Cards 10/10/2022	75.00
42	6195	Miscellaneous Contractual Services	3013 Clauss Brothers Inc	27609	Nuisance Abatement & Grass Cutting Service Sept 2022 R-193-21	1,493.02
43	6195	Miscellaneous Contractual Services	3013 Clauss Brothers Inc	27632	Nuisance Abatement & Grass Cutting Service Sept 2022 R-193-21	227.95
44	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 101022	Water Delivery Service 09/15/2022	94.39
Total 410 - Building & Code Enforcement					39,183.51	

Division: 420 - Planning & Zoning						
45	6005	Legal Fees	8133 Elrod Friedman LLP	10058	9-22 Non-Retainer Matters	729.00
46	7000	Office Supplies	1644 Warehouse Direct Inc	5344181-0	Copier Paper, Binder Clips, Notebooks, Post Its	385.01
47	7000	Office Supplies	1644 Warehouse Direct Inc	5350119-0	2023 Calendars for Dept, Post it Notes	257.09
Total 420 - Planning & Zoning					1,371.10	

Division: 430 - Economic Development						
48	6000	Professional Services	5215 CoStar Realty Information Inc	120144307	Available Properties Database October 2022	473.78

City of Des Plaines

Warrant Register 11/07/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
49	6000	Professional Services	1332 Kane McKenna & Associates	18922	TIF Consulting Service September 1-30, 2022	1,575.00
Total 430 - Economic Development					2,048.78	

Total 40 - Community Development					42,603.39
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Public Works & Engineering						
Division: 100 - Administration						
50	7300	Uniforms	2067 Cutler Workwear	PS-INV010535	Uniforms - Assistant Director	364.40
Total 100 - Administration					364.40	

Division: 520 - Geographic Information Systems						
51	6195	Miscellaneous Contractual Services	1060 Municipal GIS Partners Inc	6072	R-26-22 Geographic Information System Support 09/01-09/30/2022	17,853.83
Total 520 - Geographic Information Systems					17,853.83	

Division: 530 - Street Maintenance						
52	5335	Travel Expenses	2494 IL State Toll Highway Authority (IPASS)	G121000006297	Toll Fees - 07/01-09/30/2022	22.48
53	6040	Waste Hauling & Debris Removal	7691 Builders Asphalt LLC	108141	1.0 Load Asphalt Grinding Disposal - 10/05/2022	50.00
54	6040	Waste Hauling & Debris Removal	7691 Builders Asphalt LLC	108996	8.0 Loads Broken Asphalt Grindings - 10/14/2022	200.00
55	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	24752	Branch Pick Up - 60018 - 09/24/2022	10,567.80
56	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	236396	Landscape Maintenance - September 2022	2,403.33
57	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	236402	Additional Watering - Downtown - September 2022	3,200.00
58	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	236403	Fall Mums - Downtown - 09/30/2022	12,219.00
59	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	236404	Weed/Fertilizer Applications - 09/30/2022, R-27-21	6,029.00
60	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	236405	Supplemental Watering - 09/30/2022, R-27-21	800.00
61	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	236406	City Owned Greenspace Mowing - 09/30/2022, R-27-21	16,496.40
62	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	236407	City Owned Greenspace Pruning - 09/30/2022, R-27-21	4,000.00
63	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	236408	City Owned Greenspace Mums - 09/30/2022, R-27-21	1,852.00
64	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	236847	Additional Mowing - 09/30/2022, R-27-21	2,310.00
65	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	237685	Weed/Vegetation Control - Lift Stations - 10/11/2022	770.00
66	6195	Miscellaneous Contractual Services	1044 H&H Electric Co	39900	38 LED Light Head Retrofit - Metro Square - 09/10/2022, R-29-22	13,345.60
67	6195	Miscellaneous Contractual Services	2016 Signarama	43141	250 No Parking Signs 10/06/2022 - Leaf Season	962.50
68	6195	Miscellaneous Contractual Services	2615 Four Seasons Decor Inc	5751	Remove Summer & Install Fall Banners - 09/20-09/21/2022	2,300.00
69	6195	Miscellaneous Contractual Services	2615 Four Seasons Decor Inc	5752	Remove Summer & Install Fall Banners - 09/22-09/23/2022	2,200.00
70	6195	Miscellaneous Contractual Services	1367 Meade Inc	702231	EVP Repair - Oakton & Wolf Rd - 10/07/2022	1,881.00
71	6195	Miscellaneous Contractual Services	1367 Meade Inc	702232	EVP Repair - Oakton & River Rd - 10/07/2022	1,593.00
72	6195	Miscellaneous Contractual Services	7706 Lakeshore Recycling Systems LLC	PS488328	Street Sweeping Services - City Wide - 09/19/2022	17,042.55
73	6325	R&M Street Lights	1044 H&H Electric Co	39549	Streetlight Repairs - 731 Meadow & Ellinwood - 05/31/2022	3,237.57

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74	6325	R&M Street Lights	1044 H&H Electric Co	39898	Streetlight Repairs & Locating - Ellinwood - 09/08/2022	1,800.45
75	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	2849	Tank Sprayer	32.39
76	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	4754	Eye Block, Eye Bolt, Cabinet, Washers, Bit Set, Etc.	186.97
77	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	4760	6 Snap Bolts	25.74
78	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	5242	3 Bundles Rope	35.97
79	7030	Supplies - Tools & Hardware	1550 Addison Building Material Co	978258	Sprayers, Brooms, Handles	105.36
80	7030	Supplies - Tools & Hardware	1520 Russo Power Equipment	SPI11221865	Safety Gas Can & Engine Fuel	200.98
81	7035	Supplies - Equipment R&M	1057 Menard Incorporated	06468	3 Hoses - PW Back Garage	10.77
82	7050	Supplies - Streetscape	4177 Uline Inc	154769915	4 Sign Weights	389.40
83	7050	Supplies - Streetscape	1228 Pesche's Inc	G97974	16 Mums - PW	127.84
84	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10461609	3.0 Cu Yds & Bag Peat Moss - 10/04/2022	165.90
85	7055	Supplies - Street R&M	1057 Menard Incorporated	06965	Graffiti Removal Supplies	101.84
86	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	104954	1.58 Tons Asphalt - Potholes - 09/01/2022	104.28
87	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	106172	49.39 Tons Asphalt - White Street Repairs - 09/16/2022	3,259.74
88	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	107185	48.45 Tons Asphalt - Spruce Patching - 09/26/2022	3,197.70
89	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	107336	91.61 Tons Asphalt - Spruce Patching - 09/27/2022	6,046.26
90	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	107464	1.05 Tons Asphalt - Potholes - 09/28/2022	69.30
91	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	107606	7.45 Tons Asphalt - Main Break Repair - 09/29/2022	491.70
92	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	107722	3.14 Tons Asphalt - PW Yard - 09/30/2022	207.24
93	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	107908	3.08 Tons Asphalt - PW Yard - 10/03/2022, R-38-21	203.28
94	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	108028	3.26 Tons Asphalt - PW Yard - 10/04/2022	215.16
95	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	108140	5.64 Tons Asphalt - Main Break Repairs - 10/05/2022	372.24
96	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	108431	9.11 Tons Asphalt - Pennsylvania at Dover - 10/07/2022	601.26
97	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	108720	5.76 Tons Asphalt - Main Break Repair - 10/11/2022	380.16
98	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	108867	1.12 Tons Asphalt - Potholes - 10/13/2022	73.92
99	7200	Other Supplies	1057 Menard Incorporated	4772	Tarp - PW	114.99
100	7320	Equipment < \$5,000	1085 Alexander Equipment Company Inc	191338	Pole Pruner, Blade, Chainsaw Chain, Portwrap - Forestry	1,061.78
Total 530 - Street Maintenance					123,064.85	

Division: 535 - Facilities & Grounds Maintenance						
101	5335	Travel Expenses	2494 IL State Toll Highway Authority (IPASS)	G121000006297	Toll Fees - 07/01-09/30/2022	22.48
102	6000	Professional Services	7619 Henneman Engineering Inc	79112	HVAC Replacement - Engr Services - Civic Center -September 2022	2,177.32
103	6135	Rentals	8673 Satellite Shelters Incorporated	INV611877	Trailer Rental - Fire Station #61 - 10/17-11/13/2022, R-127-22	1,505.52
104	6135	Rentals	8673 Satellite Shelters Incorporated	INV611878	Trailer Rental - Fire Station #61 - 10/17-11/13/2022, R-127-22	1,505.52

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105	6135	Rentals	8673 Satellite Shelters Incorporated	INV611879	Trailer Rental - Fire Station #61 - 10/17-11/13/2022, R-127-22	6,770.00
106	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	08-685	Exterior Pest Control - City Hall & Police - 08/01/2022	80.00
107	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	08-686	Interior Pest Control - City Hall & Police Station - 08/01/2022	193.00
108	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	10-1573	Exterior Pest Control - City Hall & Police Station - 10/01/2022	80.00
109	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	10-1574	Interior Pest Control - City Hall & Police Station - 10/01/2022	193.00
110	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4123926547	Mat Service - Metra Train Station - 06/29/2022	35.55
111	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4132887017	Mat Service - Metra Train Station - 09/28/2022	35.55
112	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4133482226	Mat Service - Police Station - 10/05/2022	128.85
113	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4133482235	Mat Service - Metra Train Station - 10/05/2022	35.55
114	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4134170958	Mat Service - Metra Train Station - 10/12/2022	35.55
115	6195	Miscellaneous Contractual Services	5214 State Industrial Products	902636239	Drain Maintenance Program 10/08/2022 - City Hall	112.55
116	6315	R&M Buildings & Structures	1025 Bedco Inc	098101	August 2022 HVAC Service Contract Monthly Charge	637.50
117	6315	R&M Buildings & Structures	1025 Bedco Inc	098101	August 2022 HVAC Service Contract Monthly Charge	637.50
118	6315	R&M Buildings & Structures	1025 Bedco Inc	098106	Gun Range Filter Change 8/5/22	120.00
119	6315	R&M Buildings & Structures	1025 Bedco Inc	098197	Gun Belt and Filter Change 9/2/22	180.00
120	6315	R&M Buildings & Structures	1025 Bedco Inc	098269	Chiller Coil Cleaning - City Hall - 09/22/2022	300.00
121	6315	R&M Buildings & Structures	1025 Bedco Inc	098270	Exhaust Preventative Maintenance - PW Gun Range - 09/22/2022	120.00
122	6315	R&M Buildings & Structures	1025 Bedco Inc	098275	After Hours Service Call - Police Station - 09/24/2022	360.00
123	6315	R&M Buildings & Structures	1025 Bedco Inc	098276	Shaft Repair - Food Pantry - 09/29/2022	1,344.50
124	6315	R&M Buildings & Structures	1025 Bedco Inc	098277	Boiler Repair - PW - 09/29/2022	150.95
125	6315	R&M Buildings & Structures	1025 Bedco Inc	098298	Service Contract - 10/01/2022	637.50
126	6315	R&M Buildings & Structures	1025 Bedco Inc	098298	Service Contract - 10/01/2022	637.50
127	6315	R&M Buildings & Structures	1025 Bedco Inc	098299	Duct Repair - History Center - 10/06/2022	348.10
128	6315	R&M Buildings & Structures	1025 Bedco Inc	098300	36 Filters & PM - Gun Range - 10/06/2022	533.00
129	6315	R&M Buildings & Structures	1025 Bedco Inc	098323	Chiller Coil Replacement - City Hall - 10/12/2022	15,878.00
130	6315	R&M Buildings & Structures	1025 Bedco Inc	098324	Troubleshoot Heat - City Hall - 10/05/2022	240.00
131	6315	R&M Buildings & Structures	1025 Bedco Inc	098325	Damper Repair - City Hall 5th Floor - 10/10/2022	388.90
132	6315	R&M Buildings & Structures	1742 Fredriksen Fire Equipment Co	219257	Fire Extinguisher Maintenance - History Center - 10/04/2022	140.70
133	6315	R&M Buildings & Structures	1135 Colley Elevator Co	231704	Dumbwaiter Repair - Theater - 06/20/2022	431.00
134	6315	R&M Buildings & Structures	1135 Colley Elevator Co	232364	Elevator Inspection - Theater - 10/01/2022	185.00
135	6315	R&M Buildings & Structures	1135 Colley Elevator Co	232596	Elevator Inspection - Theater - 09/21/2022	240.00

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136	6315	R&M Buildings & Structures	3326 A-1 Roofing Co	35490	Roof Leak Repairs - Police Station - 09/29/2022	1,779.00
137	6315	R&M Buildings & Structures	1237 Pro-Line Door Systems Inc	93856	Overhead Door Repair - PW - 09/27/2022	1,752.00
138	6315	R&M Buildings & Structures	1237 Pro-Line Door Systems Inc	93928	Emergency Overhead Door Repair - PW - 10/07/2022	3,745.60
139	6315	R&M Buildings & Structures	1237 Pro-Line Door Systems Inc	93954	Overhead Door Repair - PW - 10/12/2022	702.00
140	6315	R&M Buildings & Structures	1237 Pro-Line Door Systems Inc	93965	Garage Door Remote Programming - Police Station - 10/11/2022	1,007.20
141	6315	R&M Buildings & Structures	8049 Cross Points Sales Inc	P 79962	Final Panel Repair - Theater - 09/20/2022	125.00
142	6315	R&M Buildings & Structures	8049 Cross Points Sales Inc	P 79995	Fire Alarm Service Install - City Hall 4th Floor - 07/28/2022	647.76
143	6315	R&M Buildings & Structures	8049 Cross Points Sales Inc	P 80043	Alarm Repairs - Theater - 10/12/2022	860.00
144	7020	Supplies - Safety	1057 Menard Incorporated	5231	Nitrile Gloves	22.68
145	7020	Supplies - Safety	1057 Menard Incorporated	6450	1 Box Nitrile Gloves	22.68
146	7025	Supplies - Custodial	1029 Cintas Corporation	4132886981	Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	151.64
147	7025	Supplies - Custodial	1029 Cintas Corporation	4133482207	Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	173.96
148	7025	Supplies - Custodial	1029 Cintas Corporation	4134171012	Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	151.64
149	7025	Supplies - Custodial	1057 Menard Incorporated	4998	7 Fly Sticks - PW	17.43
150	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	9074456	Wire Strippers, Bit Holder, Socket Adapter, Tape Measure	70.68
151	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	9612955	Screwdriver Set & Nitrile Gloves	19.45
152	7045	Supplies - Building R&M	7807 L&W Supply Corporation	1004023185-001	4 Cartons Ceiling Tiles - City Hall - 10/05/2022	463.81
153	7045	Supplies - Building R&M	7807 L&W Supply Corporation	1004107673-001	4 Cartons Ceiling Tiles - 10/13/2022	463.81
154	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	1074133	Construction Screws	29.97
155	7045	Supplies - Building R&M	2028 Northwest Electrical Supply	17550211	LED Lights - City Hall 6th Floor	55.70
156	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	2791	Box Switch - City Hall 2nd Floor	5.93
157	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	2844	2 Fasteners - PW	0.42
158	7045	Supplies - Building R&M	1057 Menard Incorporated	4986	Soffit Strip - Metra Train Station	5.18
159	7045	Supplies - Building R&M	1057 Menard Incorporated	5229	Door Sweet & Penetrant - Fire Station #63	35.57
160	7045	Supplies - Building R&M	1057 Menard Incorporated	5230	Paper Holder & Faucet - Fire Station #62	57.99
161	7045	Supplies - Building R&M	1057 Menard Incorporated	5241	Returned Faucet - Fire Station #62	(49.00)
162	7045	Supplies - Building R&M	1057 Menard Incorporated	5243	Faucet & Hardware - Fire Station #62	62.96
163	7045	Supplies - Building R&M	1057 Menard Incorporated	5250	2 Wax Rings, Grout Sponge, Pail, Putty, Etc. - Fire Station #61	23.29
164	7045	Supplies - Building R&M	1527 Sherwin-Williams Company, The	5253-0	(5) 5-Gallon Pails Paint - City Hall	215.90
165	7045	Supplies - Building R&M	1057 Menard Incorporated	6036	Door Knob, Primer, & Paint Brush - Central Pump Station	64.79
166	7045	Supplies - Building R&M	1057 Menard Incorporated	6133	Lumber, Drill Bits, Framing Fuel, Tapcon, Pencil, Etc. - PW	284.87
167	7045	Supplies - Building R&M	1057 Menard Incorporated	6141	Flex Seal, Silcon, Gutt Seal Patch, Gutter Screen, Drip Cap - PW	39.02

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168	7045	Supplies - Building R&M	1057 Menard Incorporated	6153	Conduit, Sheeting, Bracket, Screws, & Washers - PW	457.12
169	7045	Supplies - Building R&M	1057 Menard Incorporated	6186	PVC Trim, Power Grab, Concrete Screw Anchors - PW E-Waste Bldg	61.51
170	7045	Supplies - Building R&M	1057 Menard Incorporated	6189	Roof Edge - PW E-Waste Building	8.39
171	7045	Supplies - Building R&M	1057 Menard Incorporated	6209	Wire Mold For Cat6 Cables - Police Station	51.96
172	7045	Supplies - Building R&M	1057 Menard Incorporated	6361	4 Sheets Plywood - PW	192.92
173	7045	Supplies - Building R&M	1057 Menard Incorporated	6394	Straps Pipes, Lumber - PW	137.08
174	7045	Supplies - Building R&M	1057 Menard Incorporated	6399	Fluorescent Light Bulb - Police Station	50.28
175	7045	Supplies - Building R&M	1057 Menard Incorporated	6451	AA Batteries - Library Deck Doors	23.87
176	7045	Supplies - Building R&M	1057 Menard Incorporated	6461	Light Bulbs - PW Garage	41.90
177	7045	Supplies - Building R&M	1057 Menard Incorporated	6515A	Bottled Water, Tray, Brushes, Sponges - City Hall	118.08
178	7045	Supplies - Building R&M	1057 Menard Incorporated	6518	Connector & Hex Lock - City Hall 2nd Floor	68.97
179	7045	Supplies - Building R&M	1057 Menard Incorporated	6528	Toggle Switch & Outlet Plate - City Hall 2nd Floor	12.46
180	7045	Supplies - Building R&M	1057 Menard Incorporated	6543	Nipples, Reducer, Tee, Couplings - PW	119.82
181	7045	Supplies - Building R&M	1057 Menard Incorporated	6592	Air Line Fittings - PW	43.18
182	7045	Supplies - Building R&M	1057 Menard Incorporated	6845	Window Install Supplies - Fire Station #61	46.14
183	7045	Supplies - Building R&M	1057 Menard Incorporated	6902	Painters Tape, Plaster, Rollers - City Hall 5th Floor	62.68
184	7045	Supplies - Building R&M	1057 Menard Incorporated	6914	Window Install Supplies - Fire Station #61	119.24
185	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8514265	Washers & Screws - PW	9.33
186	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	9074457	Wire, Toggle Switch, Connector, Clamp - PW	134.41
187	7045	Supplies - Building R&M	1043 WW Grainger Inc	9459986387	Roof Drain Repair Parts - PW	125.07
188	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	Q78652	Door Strike Kit - Fire Station #61	705.00
189	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	Q78670	Door Strike Wire - Fire Station #61	56.50
190	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	Q78747	Door Strike Face Plate - Fire Station #61	66.35
191	8010	Furniture & Fixtures	5699 March Industries Inc	325362	10 Lockers - PW Building	4,995.00
192	8010	Furniture & Fixtures	5699 March Industries Inc	325363	Locker End Panels - PW	179.00
Total 535 - Facilities & Grounds Maintenance					57,315.78	

Division: 540 - Vehicle Maintenance						
193	6040	Waste Hauling & Debris Removal	2214 Liberty Tire Recycling	2369665	55 Tires Recycled - 10/08/2022	214.56
194	6110	Printing Services	2016 Signarama	43316	Print & Install 2 Decals 10/11/2022 - PW 5135 & PW 5134	119.00
195	6135	Rentals	1029 Cintas Corporation	4129971439	Mechanic's Uniform Rental - 08/31/2022	187.11
196	6135	Rentals	1029 Cintas Corporation	4132722990	Mechanic's Uniform Rental - 09/28/2022	227.60
197	6135	Rentals	1029 Cintas Corporation	4133413996	Mechanic's Uniform Rental - 10/05/2022	227.60

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198	6135	Rentals	1029 Cintas Corporation	4134096677	Mechanic's Uniform Rental - 10/12/2022	227.60
199	6195	Miscellaneous Contractual Services	8481 Linde Gas & Equipment Inc	31398553	Cylinder Rental - 08/20-09/20/2022	905.80
200	6300	R&M Software	2168 Petroleum Technologies Equipment, Inc	31770	Software Subscription - 10/05/2022-10/04/2023	900.00
201	6305	R&M Equipment	1071 Pomp's Tire Service Inc	280138848	Tire Repair - PW 5033 - 09/23/2022	535.30
202	6305	R&M Equipment	1346 Lorchem Technologies Inc	76395	Pressure Washer Repair - PW 5PW1 - 07/18/2022	265.12
203	6305	R&M Equipment	1346 Lorchem Technologies Inc	76885	Pressure Washer Repair - PW 5PW1 - 10/12/2022	1,083.54
204	6305	R&M Equipment	6598 Cummins Inc	F2-78294	Generator Service & Load Bank Test - Police 6101 - 10/06/2022,	2,714.71
205	6305	R&M Equipment	1203 Standard Industrial & Automotive Equipment Inc	WO-6858	Vehicle Lift Repair 07/29/22 - PW Shop	1,790.00
206	6305	R&M Equipment	1203 Standard Industrial & Automotive Equipment Inc	WO-8243	Annual Lift Inspections - PW Lifts - 01/03/2022	935.00
207	6310	R&M Vehicles	8555 Speedy Shine Car Wash	10	9 Car Washes - City Cars - 09/08-09/30/2022	63.00
208	6310	R&M Vehicles	1674 Spring-Align of Palatine, Inc	122015	Aerosol Paint of Fire 7801 - 08/31/2022	479.65
209	6310	R&M Vehicles	1278 Dave & Jim's Auto Body Inc	22724	Front End Alignment - PW 5901 - 09/27/2022	65.00
210	6310	R&M Vehicles	1278 Dave & Jim's Auto Body Inc	22748	Wheel Alignment - Police 6027 - 10/06/2022	65.00
211	6310	R&M Vehicles	1643 Golf Mill Ford	869833	Replaced 6 Spark Plugs & Coil Boots - Police 6918 10/12/2022	598.85
212	7020	Supplies - Safety	8454 NAPA Auto Parts	839898	4 Boxes Nitrile Gloves - PW Shop	39.96
213	7030	Supplies - Tools & Hardware	1078 Acme Truck Brake & Supply Co	01_282093	2 Air Couplers - PW Shop	26.60
214	7030	Supplies - Tools & Hardware	8454 NAPA Auto Parts	840009	3 Air Couplers - PW Shop Tools	49.65
215	7035	Supplies - Equipment R&M	1078 Acme Truck Brake & Supply Co	01_286890	Trailer Jack - Police 6509	62.93
216	7035	Supplies - Equipment R&M	1078 Acme Truck Brake & Supply Co	01_289454	4 Grease Caps - Police 6509	30.00
217	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	838829	Air Filter - PW 5019	14.76
218	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W04945	2 Cutting Edges & 2 Bolt Kits - PW 5033	1,151.44
219	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W05016	Cutting Edge & Bolt Kit - PW 5027	390.69
220	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_281820	Brake Pads, Guide Pins, Seals, Caps, Rotors - Fire 7703	845.76
221	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_282132	2 Air Filters - Fire 7603	512.20
222	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_287278	Brake Pads, Rotors, Scotseal, Axel Kit, Etc. - Fire 7707	779.34
223	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_289305	Brass Fittings & Bearing Packer - Fire 7801	532.43
224	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_289327	Seals, Plugs, Clamps, & Gladhands - PW Stock & Police 6027	75.40
225	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_289601	4 Brake Lines & 2 Brass Fittings - Fire 7609	87.90
226	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_290675	Muffler - Fire 7704	240.95
227	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_290675.02	Muffler - Fire 7704	240.95
228	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0300827	4 Tire Valve Stems - Police Stock	17.44
229	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0305929	20 Valve Stems - Police Stock	69.76

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
230	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0306099	Batteries, Brake Pads, & Rotors - Police Stock	506.28
231	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0309163	95 Wiper Blades - Police & PW Stock	812.20
232	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0309362	Washer Nozzles, Brake Pads, & Tire Sensors - Police Stock	598.08
233	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0309978	Brake Rotors, Pads, & Pin Kits - Police 6099	244.40
234	7040	Supplies - Vehicle R&M	6244 Valvoline LLC	133787021	Oil & Windshield Washer Fluid - Police & PW Stock	1,116.95
235	7040	Supplies - Vehicle R&M	2014 Runnion Equipment Co	161094A	Arm Rest - PW5093	174.86
236	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1CR0051085	Core Deposit Returned - Police Stock	(66.00)
237	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1CR0052524	Battery Core Return - Police Stock	(22.00)
238	7040	Supplies - Vehicle R&M	2942 Myers Tire Supply	21213976	50 Truck Tire Valves - Fire Stock	119.74
239	7040	Supplies - Vehicle R&M	1354 MPC Communications & Lighting Inc	22-1291	Park Kill Modules, Lights, & Emitters - Police Stock	2,002.80
240	7040	Supplies - Vehicle R&M	1354 MPC Communications & Lighting Inc	22-1302	8 Strip LED Lights - Fire Stock	992.00
241	7040	Supplies - Vehicle R&M	1354 MPC Communications & Lighting Inc	22-1303	Rumbler Siren System - Fire 7707	398.00
242	7040	Supplies - Vehicle R&M	1501 Foster Coach Sales Inc	24680	Latch Clips, & Cable - Fire 7706	294.85
243	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-133176	Brake Kits & Pads - Police 6928	63.08
244	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280139995	2 Heavy Duty Tires - PW 5099	913.94
245	7040	Supplies - Vehicle R&M	5573 Henderson Products Inc	363997	Anchor Pin, Bushings, & Seals - PW Stock	706.59
246	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1307249	Third Brake Light - Police 6027	68.79
247	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	410973485	6 Ambulance Tires - Fire 7703	2,020.40
248	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	536924P	Converter, Gaskets, Nuts, & Tube Assembly - Police 6071	601.29
249	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	537042P	Screws, Studs, Nuts, & Sensor - Police 6071	131.46
250	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	537116P	Turn Signal Switch - Police 6085	82.62
251	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	537616P	Valve Solenoid - Police 6086	48.40
252	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	537673P	O2 Sensor - Police 6086	230.40
253	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	835803	Transmission Filter & 2 Belts - Police 6916	70.11
254	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	835810	Returned Starter - PW 5076	(177.97)
255	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	835896	Radiator Hose - Police 6916	55.20
256	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	836034	5 Wheel Weights - Police Stock	133.82
257	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	838560	Tie Rod End & Serpentine Belt - PW 5901	43.93
258	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	838573	2 Belts - Fire 7707	62.96
259	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	838609	LED Light Bar - PW 5092	49.21
260	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	838689	Cleaning Wipes - PW 5901	5.60

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
261	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	838739	Rear Brake Calipers & Core Deposits - Police 6029	306.12
262	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	838843	4 Air Filters - Fire Stock	131.62
263	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	838914	3 Batteries & 3 Core Deposits - PW 5079	477.15
264	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	838986	3 Core Deposits Returned - PW 5090	(81.00)
265	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	838995	Returned Bracketed Calipers, Core, & Cleaner - Police 6029	(300.00)
266	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	839000	2 Core Deposits Returned - PW Stock	(108.00)
267	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	839334	Brake Chamber - PW Stock	78.72
268	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	839371	Idler Arms, Pitman Arm, Control Arm, Sway Bar Link - Police 6027	502.03
269	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	839454	Filters & Brake Chamber - PW Stock	342.66
270	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	839587	Transmission Filter - Fire 7704	14.99
271	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	839596	Pitman Arm - Police 6027	61.63
272	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	839652	Oil Filter - Fire 7704	1.96
273	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	839793	Engine Oil Filter - Fire 7704	1.96
274	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	839850	Returned Transmission Filter - Fire 7704	(14.99)
275	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	839929	Oil Filter & 4 Spark Plugs - Fire 7704	26.15
276	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	840282	3 Serpentine Belts - PW Stock	56.37
277	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	840532	Exhaust Pipe Connector & U-Bolts - Fire 7704	45.66
278	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	840579	2 U-Bolts - Fire 7704	12.60
279	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	840655	Battery & Core Deposit - PW 2008	135.00
280	7040	Supplies - Vehicle R&M	1575 Pirtek O'Hare	OH-T00019698	2 Elbows & 2 Nipples	15.54
281	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P17165	4 Lift & Turn Latches - Fire 7607	369.38
282	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P18914	3 Air Hoses - Fire 7609	153.03
283	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101084809:01	Drag Link - Fire 7703	120.38
284	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101087341:01	Tie Rod Ends, Hose Clamps, Grommets - PW 5092	131.42
285	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101087471:01	Brake Pedal Assembly - Fire 7607	372.52
286	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101087490:01	Oil Pan Gasket, Bolts, Sleeves, & Pipe Plugs - Fire 7801	462.66
287	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101087513:01	Brake Air Switch - PW Stock	45.11
288	7120	Gasoline	8331 Avalon Petroleum Company Inc	469076	5,000 Gals Unleaded Gasoline - 09/26/2022, R-163-20	14,892.83
289	7130	Diesel	8331 Avalon Petroleum Company Inc	027593	1,500 Gals Diesel Fuel - 09/26/2022, R-163-20	4,393.75
290	7320	Equipment < \$5,000	2028 Northwest Electrical Supply	17550197	Electrical Receptacle - PW Shop	42.18

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
291	7320	Equipment < \$5,000	1057 Menard Incorporated	6441	3-Wire Plug & 3-Wire Outlet - PW	28.98
Total 540 - Vehicle Maintenance					51,773.00	

Total 50 - Public Works & Engineering	250,371.86
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Police Department						
Division: 610 - Uniformed Patrol						
292	7200	Other Supplies	2509 Lynn Peavey Co	394046	3 Packs of Handgun Evidence Boxes	118.80
293	7300	Uniforms	1489 JG Uniforms Inc	104464	Uniforms for New Officer	976.15
294	7300	Uniforms	1244 Ray O'Herron Company Inc	2225721	Rain Coat for New Officer (1)	183.98
Total 610 - Uniformed Patrol					1,278.93	

Division: 620 - Criminal Investigation						
295	6195	Miscellaneous Contractual Services	1517 Trans Union LLC	09248519	Investigations Database 8/26-9/25/2022	293.48
296	6195	Miscellaneous Contractual Services	1572 LexisNexis Risk Solutions	1037713-20220930	Investigations Database 9/1-9/30/2022	297.30
297	6195	Miscellaneous Contractual Services	1683 Thomson Reuters	847128101	Investigations Database 9/1-9/30/2022	400.64
Total 620 - Criminal Investigation					991.42	

Division: 630 - Support Services						
298	5310	Membership Dues	1522 IL Association of Chiefs of Police	11188	Membership Dues Jan- Dec 2023 (DC Support Services)	115.00
299	5325	Training	7369 Nelson, Jennifer	Reimb 10/2-10/7	Reimb-Meals Firearms Inst. Training 10/2-10/7/2022	352.00
300	5325	Training	8720 Cersasa, Matthew M	Reimb 10/2-10/7	Reimb-Meals Firearms Inst. Training 10/2-10/7/2022	352.00
301	6190	Tow/Storage/Abandoned Fees	1567 Schimka Auto Wreckers, Inc	9/1/2022	August 2022 Towing Services (5)	500.00
302	6195	Miscellaneous Contractual Services	1818 Northwest VoltWagon	110955	Battery Booster Rental 4th Quarter 2022	84.00
303	6195	Miscellaneous Contractual Services	8566 Andy Frain Services Inc	327385	2022 Crossing Guard Services 9/1-9/30/2022	37,629.79
304	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8002518968	Shredding Services 09/02-09/30/2022	464.95
305	6310	R&M Vehicles	8555 Speedy Shine Car Wash	09	64 Car Washes Sept 2022 Police	256.00
306	6345	R&M Police Range	3882 Best Technology Systems Inc	BTL-22016-7	2022 Service Agreement for Range Cleaning and Maint 7/28/2022	655.12
307	7200	Other Supplies	8243 Mallory Safety & Supply LLC	5462603	Nitrile Gloves (9 Cases)	1,413.00
308	7300	Uniforms	1244 Ray O'Herron Company Inc	2226234	Replacement Uniform for CSO	196.99
309	7525	Meals	1076 Sam's Club Direct	5995	Prisoner Meals (3) Hot Pocket	10.98
Total 630 - Support Services					42,029.83	

Total 60 - Police Department	44,300.18
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Fire Department						
Division: 100 - Administration						
310	7320	Equipment < \$5,000	1026 CDW LLC	CX06706	3 iPads - 1 EMA, 2 Deputy Chiefs	948.40
Total 100 - Administration					948.40	

Division: 710 - Emergency Services						
311	5325	Training	1252 NIPSTA	41470293	Basic Operations Firefighter Academy 7/11-9/9/22 Paramedic	4,095.00
312	5325	Training	1252 NIPSTA	41470408	Basic Operations Firefighter Academy 7/11-9/9/22 Paramedic	4,095.00
313	5325	Training	1252 NIPSTA	41470464	Basic Operations Firefighter Academy 7/11-9/9/22 Paramedic	4,095.00

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
314	5325	Training	1252 NIPSTA	41470667	Basic Operations Firefighter Academy 7/11-9/9/22 Paramedic	4,095.00
315	5325	Training	1252 NIPSTA	41470730	Basic Operations Firefighter Academy 7/11-9/9/22 Paramedic	4,095.00
316	5325	Training	1252 NIPSTA	41471126	Basic Operations Firefighter Academy 7/11-9/9/22 Paramedic	4,095.00
317	5345	Post-Employment Testing	1267 Northwest Community Hospital	28164	10 Annual Physicals (FD) 2 Pre-Employment (FD) 8/8-8/26/22	4,470.00
318	5345	Post-Employment Testing	1267 Northwest Community Hospital	28598	1 FD Pre-Employ, 1 FD Annual, 1 FD Post-Employ 9/20-9/30/2022	831.00
319	6035	Dispatch Services	5973 Emergency Twenty Four Inc	54806	Elevator Alarm Dispatch - August 2022	2,778.00
320	6035	Dispatch Services	5973 Emergency Twenty Four Inc	56233	Elevator Alarm Dispatch - September 2022	2,935.00
321	6300	R&M Software	8226 Target Solutions Learning, LLC	INV57205	103 Online Training Course Memberships - 09/30/22-09/29/23	10,131.59
322	6305	R&M Equipment	2500 Bio-Tron Inc	41520	Preventive Maintenance Zoll Monitor Calibration-9/27/2022	1,450.00
323	6315	R&M Buildings & Structures	1525 Hastings Air-Energy Control Inc	196310	Service Call @ Sta 61- Replaced Balancer 08/22/2022	858.34
324	6315	R&M Buildings & Structures	1525 Hastings Air-Energy Control Inc	196311	Service Call @ Sta 63 - Replaced Lower Hose 09/07/2022	228.00
325	7000	Office Supplies	1644 Warehouse Direct Inc	5338307-0	Qty10 - 123 Lithium Batteries, 1 Bx of AA Batteries	350.80
326	7000	Office Supplies	1644 Warehouse Direct Inc	5341685-0	2 Boxes of AA Batteries, 2 Packs of Post-Its	28.84
327	7045	Supplies - Building R&M	8682 Ramar Supply Corporation	1/109700	Ice Maker - Station 62	2,831.00
328	7200	Other Supplies	1046 Hinckley Spring Water Co	22728338-092922	17 24-Packs of Water for Fire Vehicles	180.06
329	7200	Other Supplies	1147 Zoll Medical Corp	3580468	8 Pedi-Padz Electrodes	654.32
330	7200	Other Supplies	1147 Zoll Medical Corp	3581254	Stat Pad Electrodes	409.18
331	7200	Other Supplies	1571 Welding Industrial Supply	R02940663	15 Cylinders, 1 Balloon Filler - September 2022	167.61
332	7300	Uniforms	3212 On Time Embroidery Inc	103799	1 Polo - Engineer	46.00
333	7300	Uniforms	3212 On Time Embroidery Inc	104024	2 Cargo Pants - Quartermaster Stock	148.00
334	7300	Uniforms	3212 On Time Embroidery Inc	104126	1 Shirt Badge - Battalion Chief	109.00
335	7300	Uniforms	3212 On Time Embroidery Inc	104654	Job Shirt, 3 Polos, 5 T-Shirts, 2 Station Pants, Caps - Engineer	483.00
336	7300	Uniforms	3212 On Time Embroidery Inc	104782	Job Shirt- Paramedic	72.00
337	7300	Uniforms	3212 On Time Embroidery Inc	104783	Job Shirt - Paramedic	72.00
338	7300	Uniforms	3212 On Time Embroidery Inc	104864	2 Shorts, 3 T- Shirts, Belt - Lieutenant	104.00
339	7300	Uniforms	3212 On Time Embroidery Inc	104877	1 Job Shirt, 1 Cap, 5 T-Shirts - Paramedic	159.00
340	7300	Uniforms	3212 On Time Embroidery Inc	105177	Twill Cap, 3 T- Shirts, 3 Station Pants, Belt - Paramedic	306.00
341	7300	Uniforms	3212 On Time Embroidery Inc	105181	28 T- Shirts Quartermaster Stock	456.00
342	7300	Uniforms	3212 On Time Embroidery Inc	105502	5 T-Shirts, 1 Belt, 3 Station Pants, Shorts, Etc. - Paramedic	331.00
343	7300	Uniforms	3212 On Time Embroidery Inc	105503	5 T- Shirts, 3 Station Pants, Belt, Sweatpants, etc. - Paramedic	331.00
344	7300	Uniforms	3212 On Time Embroidery Inc	105504	Baseball Cap, 4 T- Shirts, Trousers, Belt, Sweatpants - Engineer	203.00
345	7300	Uniforms	3212 On Time Embroidery Inc	105505	Job Shirt, 6 T- Shirts, 2 Knit Cap, Trousers - Lieutenant	332.00
346	7300	Uniforms	3212 On Time Embroidery Inc	105506	6 T- Shirts, Mesh Shorts - Lieutenant	87.00
347	7300	Uniforms	3212 On Time Embroidery Inc	105507	1 Job Shirt - Paramedic	78.00
348	7300	Uniforms	3212 On Time Embroidery Inc	105755	3 T- Shirts - Engineer	33.00
349	7300	Uniforms	3212 On Time Embroidery Inc	105756	8 T- Shirts - Paramedic	88.00
350	7300	Uniforms	3212 On Time Embroidery Inc	105757	2 Twill Caps, 2 Mesh Shorts - Paramedic	86.00
351	7300	Uniforms	3212 On Time Embroidery Inc	105758	2 Shorts, Athletic Oxford - Paramedic	176.00

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352	7300	Uniforms	3212 On Time Embroidery Inc	105759	2 Caps, Job Shirt, Belt - Lieutenant	145.00
353	7300	Uniforms	3212 On Time Embroidery Inc	105760	1 Cap, 2 Station Pants, 2 T- Shirts - Engineer	180.00
354	7300	Uniforms	3212 On Time Embroidery Inc	97627	1 Station Cargo Pants - Paramedic	69.00
355	7320	Equipment < \$5,000	2240 United Radio Communications	102041648-1	6 Volume Knobs	37.50
356	7320	Equipment < \$5,000	2240 United Radio Communications	114000239-1	Cable Assembly	58.28
357	7320	Equipment < \$5,000	1148 WS Darley & Co	17476564	4 Fire Tiger Tooth Blades	756.56
358	7320	Equipment < \$5,000	1148 WS Darley & Co	17477304	4 Carbide Blades	558.57
359	7320	Equipment < \$5,000	1080 Air One Equipment Inc	185343	4 Helmets, 20 Safety Glasses	501.00
360	7320	Equipment < \$5,000	1080 Air One Equipment Inc	185747	Hose Assy	469.79
361	7320	Equipment < \$5,000	2440 DJS Scuba Locker Inc	61848	1 Pony Saddle, 1 K- Glove	182.80
Total 710 - Emergency Services					59,532.24	

Division: 720 - Fire Prevention						
362	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 101022	Water Delivery Service 09/15/2022	36.43
363	7300	Uniforms	3212 On Time Embroidery Inc	104125	5 Station Pants - Division Chief	370.00
Total 720 - Fire Prevention					406.43	

Division: 730 - Emergency Management Agency						
364	6110	Printing Services	1233 Press Tech Inc	50010	1 Box of Business Cards 10/10/22	25.00
365	7000	Office Supplies	1644 Warehouse Direct Inc	5337622-0	5 Cases Paper	268.50
366	7200	Other Supplies	1644 Warehouse Direct Inc	5333439-0	1 Carton of Cups	107.03
367	7320	Equipment < \$5,000	1026 CDW LLC	CX06706	3 iPads - 1 EMA, 2 Deputy Chiefs	474.20
Total 730 - Emergency Management Agency					874.73	

Total 70 - Fire Department					61,761.80
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Department: 75 - Fire & Police Commission						
368	5340	Pre-Employment Testing	5213 Shaughnessy, Kevin W	10/07/2022	Pre-Employment Polygraph Testing Services 9/28-10/06/2022	920.00
369	5340	Pre-Employment Testing	5372 COPS & FIRE Personnel Testing Service	107565	Pre-Employment Psychological Testing Services 9/15/2022	450.00
370	5340	Pre-Employment Testing	1267 Northwest Community Hospital	28164	10 Annual Physicals (FD) 2 Pre-Employment (FD) 8/8-8/26/22	1,784.00
371	5340	Pre-Employment Testing	1267 Northwest Community Hospital	28598	1 FD Pre-Employ, 1 FD Annual, 1 FD Post-Employ 9/20-9/30/2022	892.00
372	5340	Pre-Employment Testing	1320 IL State Police	Cost 01755-09/22	Fingerprint Background Check Services Sept 2022	28.25
373	7000	Office Supplies	1233 Press Tech Inc	50094	2 Boxes of #10 Envelopes	180.00
Total 75 - Fire & Police Commission					4,254.25	

Department: 90 - Overhead						
374	6030	AMB Fee Processing Services	3640 Andres Medical Billing Ltd	256399	Collections for Services Sept 2022 - Ambulance Fees	9,391.78
375	6140	Leases	3827 Pitney Bowes Inc	3105752264	Mailing Machine Lease 09/30-12/29/2022	1,032.72
Total 90 - Overhead					10,424.50	

Total 100 - General Fund					463,469.06
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Fund: 208 - TIF #8 Oakton						
376	6000	Professional Services	8133 Elrod Friedman LLP	10045	9-22 Non-Retainer Matters	483.00
Total 208 - TIF #8 Oakton					483.00	

Fund: 230 - Motor Fuel Tax Fund						
377	6155	Sidewalk Improvements	1364 Martam Construction	2022-Concrete-P3	2022 CIP Concrete Improvements 09/10-10/12/2022 - R-118-22	15,000.00
378	6330	R&M Traffic Signals	1206 Illinois, State of	62863	R-136-22 Traffic Signal Maintenance 04/01-06/30/2022	23,089.87

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379	7140	Electricity	1033 ComEd	2943015087-0922A	Electricity Service 08/19-09/20/2022	15,895.88
380	7140	Electricity	1033 ComEd	2943015087-0922C	Credit for Electricity Service 07/21-08/19/2022	(15,611.76)
381	7160	Ice Control	6461 Compass Minerals America Inc	1040828	Bulk Road Salt - 09/02/2022, R-180-21	37,754.19
382	7160	Ice Control	6461 Compass Minerals America Inc	1042940	Bulk Road Salt - 09/08/2022, R-180-21	16,024.99
383	8100	Improvements	1364 Martam Construction	2022-Concrete-P3	2022 CIP Concrete Improvements 09/10-10/12/2022 - R-118-22	495,343.42
Total 230 - Motor Fuel Tax Fund					587,496.59	

Fund: 240 - CDBG Fund						
384	6560	Subsidy - Shared Housing & Homeless Prevention	1169 Center of Concern	1010DP4Q	Homeless Prevention & Housing Counseling B-21 7/1-9/30/2022	2,493.00
385	6563	Subsidy - Senior Housing and Supportive Services	1169 Center of Concern	010102S	Senior Housing & Support 4Q PY2021,B-21-MC-17-0009 07/01-9/30/22	3,420.75
386	6570	Subsidy - Residential Rehab	8499 SMB Contracting Inc	DP-HRP-72	DP-HRP- 72 B-21-MC-17-0009EN 08/16/21-10/03/22	22,310.00
387	6580	Subsidy - Housing Counseling	4912 Northwest Compass Inc	HC 6/27-9/18/22	Housing Counseling Prog B-21 MC17-0009-EN 6/27-09/18/2022	3,103.95
Total 240 - CDBG Fund					31,327.70	

Fund: 250 - Grant Projects Fund						
Program: 2520 - Capital Grants						
388	6000	Professional Services	1123 Christopher B Burke Engineering LTD	11	R-183-21 Oakton St Sidepath Phase II 08/28-10/01/22	15,655.51
389	6000	Professional Services	1123 Christopher B Burke Engineering LTD	178037	R-157-21 Engring Svcs for Area #4 Flood Imp Proj 08/28-09/24/22	1,276.00
390	6005	Legal Fees	8133 Elrod Friedman LLP	10034	9-22 Non-Retainer IEMA & FEMA Review Phase 5	782.00
391	6005	Legal Fees	8133 Elrod Friedman LLP	10035	9-22 Non-Retainer IEMA & FEMA Review Phase 4	1,863.00
392	8100	Improvements	8618 Swallow Construction Corporation	2022-A-P6	R-82-22 2022 CIP Contract A 09/09-10/14/2022	1,043,604.13
393	8100	Improvements	1364 Martam Construction	2022-Concrete-P3	2022 CIP Concrete Improvements 09/10-10/12/2022 - R-118-22	114,668.48
Total 2520 - Capital Grants					1,177,849.12	

Total 250 - Grant Projects Fund					1,177,849.12
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Fund: 260 - Asset Seizure Fund						
Program: 2610 - Customs						
394	7200	Other Supplies	8244 Des Plaines Ace Hardware	2833	Batteries, Lubricant, Cutting Wheel	134.27
395	8015	Equipment	1026 CDW LLC	DM41010	44 16GB Mem Ram F/FZ-55 MK2	8,531.22
Total 2610 - Customs					8,665.49	

Program: 2620 - DEA						
396	5325	Training	4777 Site Firearms Training Center, The	10/14/2022	Law Enforcement Sniper Class 10/10-10/12/2022 (4 Marksmen)	4,562.88
397	5325	Training	1724 IL Law Enforcement Alarm System	2382	ILEAS Basic Swat Course 10/4-10/13/2022 (2 Ofc)	3,200.00
398	6300	R&M Software	7920 SF Mobile-Vision Inc	49065	Maint. Agreement for In-Car/ Body Cam Soft. 9/22/2022-9/21/2023	12,122.13
399	6305	R&M Equipment	7920 SF Mobile-Vision Inc	49064	DVD Burner Maintenance 9/21/2022-9/20/2023	2,115.00

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
400	8015	Equipment	7920 SF Mobile-Vision Inc	49339	Replacement Body Camera	609.00
Total 2620 - DEA					22,609.01	

Total 260 - Asset Seizure Fund					31,274.50
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Fund: 400 - Capital Projects Fund						
401	6000	Professional Services	3337 HR Green Inc	155673	Bridge Inspections - 07/23-08/19/2022	593.75
402	6000	Professional Services	5659 V3 Companies of Illinois Ltd	17050-27	Engr Svcs-5-Curve Bike/Ped Underpass Ph 1 8/28/2022-9/24/2022	4,343.81
403	6000	Professional Services	1123 Christopher B Burke Engineering LTD	178036	R-49-22 TO #1 CIP Con A, Area 4 Drainage Imp 08/28-09/24/22	21,860.00
404	6000	Professional Services	1079 AECOM Technical Services Inc	2000677854	R-52-22 Professional Engr Services TO#1 08/27/22-09/30/22	43,061.39
405	6000	Professional Services	1199 Spaceco Inc	90679	R-61-22 Engr Svcs-Des Plaines Roadway Work 08/28-09/24/2022	27,800.00
Total 400 - Capital Projects Fund					97,658.95	

Fund: 420 - IT Replacement Fund						
406	8005	Computer Hardware	1035 Dell Marketing LP	10618572824	Dell 24 Monitor - P2422H, 60.5 cm	1,950.00
407	8005	Computer Hardware	1035 Dell Marketing LP	10618591358	Dell 27 4K USB C Hub Monitor	937.18
Total 420 - IT Replacement Fund					2,887.18	

Fund: 430 - Facilities Replacement Fund						
408	6000	Professional Services	3337 HR Green Inc	147308	City Hall Masonry On-Site Visits - 8/21/22- 10/17/21	1,270.92
409	6000	Professional Services	7661 FGM Architects Inc	20-2890.01-9	Addition Design - Police Station - 07/30- 08/26/2022, R-65-20	18,488.99
410	6315	R&M Buildings & Structures	5440 Manusos General Contracting Inc	FireStation62-P2	Fire Station #61 Remodel-Pay App #2-09/16- 10/15/2022, R-126-22	151,263.00
411	6315	R&M Buildings & Structures	8049 Cross Points Sales Inc	P 79941	Fire Alarm Disconnect - City Hall 2nd Floor - 02/01-09/22/2022	7,858.00
Total 430 - Facilities Replacement Fund					178,880.91	

Fund: 500 - Water/Sewer Fund						
Non Departmental						
Division: 000 - Non Divisional						
412	4601	New Construction - Sale of Water	3772 Rivers Casino	Refund 10/19/22	Hydrant Refund 10/19/2022	(346.94)
Total 000 - Non Divisional					(346.94)	

Division: 550 - Water Systems						
413	6040	Waste Hauling & Debris Removal	1328 John Neri Construction Company Inc	092122	Aggregate Materials/Spoils Disposal - 07/19- 09/02/2022, R-175-20	8,690.00
414	6115	Licensing/Titles	4823 Schilf, David K	Reimb 09/13/2022	CDL License - Superintendent - 09/13/2022 - Exp 10/13/2026	30.00
415	6180	Water Sample Testing	1642 Suburban Laboratories, Inc	204952	IEPA Water Testing - 06/21/2022-07/28/2022	2,500.54
416	6195	Miscellaneous Contractual Services	8461 All Crane & Hoist	08172022	Annual Crane Inspections - 08/17/2022	800.00
417	6195	Miscellaneous Contractual Services	1025 Bedco Inc	097851	Condenser Disconnect for Water Main Repair 05/10/2022-2081 Pine	120.00
418	6195	Miscellaneous Contractual Services	5995 Wunderlich-Malec Services Inc	20748	SCADA Service Calls - 07/27 & 09/19/2022	1,236.88
419	6195	Miscellaneous Contractual Services	1606 Dixon Engineering Inc	22-1153	Second Warranty Inspection on 1M Gallon Toroeclipse 09/12/2022	1,560.00

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
420	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	220473	Meter Bench Test - 08/25/2022	28.00
421	6195	Miscellaneous Contractual Services	8316 Instrument & Valve Services Company	3796446	Calibration of Rosemount Gauges Water Tanks - 09/06/2022	2,294.56
422	6195	Miscellaneous Contractual Services	6281 Dorner Company	502687	Altitude Valve Inspection - 09/26/2022	2,250.00
423	6310	R&M Vehicles	4280 Rush Truck Centers of Illinois Inc	3029730764	Brake Chamber Replacement - PW 9032 - 10/14/2022	500.98
424	6315	R&M Buildings & Structures	1237 Pro-Line Door Systems Inc	93899	Emergency Gate Repair - 877 Central - 10/01/2022	1,004.00
425	7000	Office Supplies	1644 Warehouse Direct Inc	5325884-2	Correction Tape - PW	9.16
426	7000	Office Supplies	1644 Warehouse Direct Inc	5335806-1	Markers & Correction Tape	4.27
427	7020	Supplies - Safety	2513 Lee Jensen Sales Co	0018194-00	Shoring Supplies-Adjustable Spreader	1,520.00
428	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	2848	Galvanized Fittings & Blades	53.97
429	7035	Supplies - Equipment R&M	1732 Traffic Control & Protection Inc	112910	Photo Cell - PW 9047	175.00
430	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	840029	Hydraulic Fittings - PW 9035	65.38
431	7035	Supplies - Equipment R&M	1088 Atlas Bobcat LLC	BY3807	2 Hydraulic Couplers - PW 9035	237.02
432	7035	Supplies - Equipment R&M	1088 Atlas Bobcat LLC	BY6364	6 Filters - PW 9035	354.46
433	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W04944	Returned V-Belt - PW 9018	(68.84)
434	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W05017	Rear Upper Window - PW 9009	379.83
435	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0309722	15 Wiper Blades	46.50
436	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280139883	4 Truck Tires - PW 9054	609.52
437	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	537183P	Tie Rod End - PW 9052	178.91
438	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	537778P	Brake Reservoir Cap - PW 9051	8.78
439	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	838860	Returned Brake Pads, Rotors, & Seals - PW 9051	(564.50)
440	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	839050	Brake Pads - PW 9052	68.82
441	7045	Supplies - Building R&M	1057 Menard Incorporated	6187	Paint Rollers, Paint Tray, Primer - Central PS	16.93
442	7045	Supplies - Building R&M	1527 Sherwin-Williams Company, The	6317-7	Paint, Primer, Pail Liner, Brush - Central Shed	140.77
443	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10456056	2.0 Cu Yds Top Soil - 09/02/2022	64.00
444	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10460676	3.0 Cu Yds Top Soil - Parkway Repair - 09/29/2022	96.00
445	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10460772	3.0 Cu Yds Top Soil & 25 Lbs Grass Seed - 09/30/2022	193.00
446	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10463108	3.0 Cu Yds Top Soil - 10/13/2022	96.00
447	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10463200	3.0 Cu Yds & 25 Lbs Grass Seed - 10/14/2022	183.00
448	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10463206	2.0 Cu Yds Top Soil - 10/14/2022	64.00
449	7070	Supplies - Water System Maintenance	1328 John Neri Construction Company Inc	092122	Aggregate Materials/Spoils Disposal - 07/19-09/02/2022, R-175-20	1,117.49
450	7070	Supplies - Water System Maintenance	4177 Uline Inc	152436251	3 Pallets	484.05
451	7070	Supplies - Water System Maintenance	1072 Prairie Material	890721350	1.75 Cu Yds Concrete - Sidewalk Repair - 09/29/2022	244.19

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
452	7070	Supplies - Water System Maintenance	1072 Prairie Material	890729431	1.0 Cu Yd Concrete - Sidewalk Repair - 10/04/2022	150.25
453	7070	Supplies - Water System Maintenance	1072 Prairie Material	890731559	1.0 Cu Yd Concrete - Repairs - 10/05/2022	125.25
454	7070	Supplies - Water System Maintenance	3217 Ozinga Ready Mix Concrete Inc	ARI00448780	5.0 Cu Yds Concrete - Repairs - 09/12/2022	925.25
455	7070	Supplies - Water System Maintenance	6992 Core & Main LP	R520944	6 Water Main Corporations	1,108.80
456	7070	Supplies - Water System Maintenance	6992 Core & Main LP	R658737	8" Valve, Gaskets, & Nuts	1,787.00
457	7070	Supplies - Water System Maintenance	6992 Core & Main LP	R660955	20 Rolls Wire	640.00
458	7070	Supplies - Water System Maintenance	6992 Core & Main LP	R706116	10 Repair Clamps	2,076.00
459	7070	Supplies - Water System Maintenance	6992 Core & Main LP	R723041	2 Repair Clamps	450.00
460	7105	Wholesale Water - NWWC	2901 Northwest Water Commission	10022022	Wholesale Water Purchase-September 2022 - 10/03/2022, R-183-14	331,667.33
461	7120	Gasoline	8331 Avalon Petroleum Company Inc	469076	5,000 Gals Unleaded Gasoline - 09/26/2022, R-163-20	3,070.11
462	7130	Diesel	8331 Avalon Petroleum Company Inc	027593	1,500 Gals Diesel Fuel - 09/26/2022, R-163-20	907.79
463	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	59413	3 Chlorine Cylinders	815.35
464	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	59414	8 Chlorine Cylinders	1,997.24
Total 550 - Water Systems						372,513.04

Division: 560 - Sewer Systems

465	5325	Training	1576 Illinois Section American Water Works Association	200075400	Sewer Conference - Superintendent - 09/28/2022	100.00
466	6195	Miscellaneous Contractual Services	1732 Traffic Control & Protection Inc	37572	Sewer Dig Traffic Control - Mount Prospect Rd - 07/29/2022	1,834.80
467	6195	Miscellaneous Contractual Services	5737 Jamerson & Bauwens Electrical Contractors Inc	88704	Megger Testing - 09/11/2022	1,118.88
468	6305	R&M Equipment	1564 EJ Equipment Inc	W14536	Sewer Camera & Transport Repairs - 10/03/2022	5,956.30
469	6340	R&M Sewer System	5972 Cobra Concrete Cutting Services Co	32680	Concrete Cutting - O'Hare Lakes - 10/14/2022	2,490.00
470	7000	Office Supplies	1644 Warehouse Direct Inc	5335806-2	Correction Tape - PW	9.16
471	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	835966	Battery & Core Deposit - PW 8033	48.97
472	7035	Supplies - Equipment R&M	1564 EJ Equipment Inc	P07848	Returned 12 Pin Receptor	(122.98)
473	7035	Supplies - Equipment R&M	1564 EJ Equipment Inc	W14537	Camera Quick Connector	270.75
474	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0309722	15 Wiper Blades	46.50
475	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3028626423	20 Battery Cables - PW 8021	79.90
476	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	838818	2 Brake Chambers - PW 8020	157.44
477	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	839665	Returned 2 Seals - PW 9051	(132.92)
478	7040	Supplies - Vehicle R&M	1202 Standard Equipment Co	P38849	Debris Hose, Clamps, Gaskets, and Hose End Weldment - PW 8020	592.92
479	7075	Supplies - Sewer System Maintenance	1328 John Neri Construction Company Inc	092122	Aggregate Materials/Spoils Disposal - 07/19-09/02/2022, R-175-20	15,702.93

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
480	7075	Supplies - Sewer System Maintenance	8244 Des Plaines Ace Hardware	2835	32 Fasteners - O'Hare Pump Station	36.48
481	7075	Supplies - Sewer System Maintenance	8244 Des Plaines Ace Hardware	2839	Bolt - O'Hare	17.99
482	7075	Supplies - Sewer System Maintenance	1057 Menard Incorporated	5000	3 Buckets Sewer Additives	74.97
483	7075	Supplies - Sewer System Maintenance	1057 Menard Incorporated	5315	49 Bags Masonry Cement	734.02
484	7120	Gasoline	8331 Avalon Petroleum Company Inc	469076	5,000 Gals Unleaded Gasoline - 09/26/2022, R-163-20	872.06
485	7130	Diesel	8331 Avalon Petroleum Company Inc	027593	1,500 Gals Diesel Fuel - 09/26/2022, R-163-20	506.46
486	7140	Electricity	1033 ComEd	3240002012-09/22	Electricity Service 08/24-09/23/2022	481.64
487	7200	Other Supplies	8348 Infosense Inc	3730	SL-RAT Battery	160.25
Total 560 - Sewer Systems					31,036.52	

Division: 580 - CIP - Water/Sewer						
488	6000	Professional Services	2506 Trotter & Associates Inc	20639	TO#13 Fill Improvement Construct - Maple St - 08/29-09/30/2022	1,434.00
489	6000	Professional Services	2506 Trotter & Associates Inc	20640	TO#16 Water Tower Emerg Power Imp - 08/29-09/30/2022, R-16-20	836.50
490	6000	Professional Services	2506 Trotter & Associates Inc	20641	TO#19 Water Separation Construction - 08/29-09/30/2022, R-48-22	119.50
491	6000	Professional Services	2506 Trotter & Associates Inc	20642	TO#22 Levee 50 Control Systems Review - 08/29-09/30/2022	2,151.00
492	6000	Professional Services	1606 Dixon Engineering Inc	22-1114	Engineering Services - Sprint Antenna - 10/03/2022, R-41-20	1,250.00
Total 580 - CIP - Water/Sewer					5,791.00	

Total 00 - Non Departmental					408,993.62
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Department: 30 - Finance						
493	6025	Administrative Services	7961 BridgePay Network Solutions LLC	10841	Utility Web & Business License Transaction Fees Sept 2022	244.90
494	7000	Office Supplies	8690 ODP Business Solutions LLC	268665880001	1 Box of File Folders, 2 Ctns of Paper Rolls, Etc.	227.72
495	7000	Office Supplies	1644 Warehouse Direct Inc	5353668-0	3 Cartons of Paper, Folders, Pens, Etc.	334.04
Total 30 - Finance					806.66	

Total 500 - Water/Sewer Fund					409,800.28
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Fund: 510 - City Owned Parking Fund						
496	6025	Administrative Services	7960 Passport Labs Inc	INV-1033712	Mobile Pay Parking Transaction Fee for Sept 2022	18.13
497	7060	Supplies - Parking Lots	1057 Menard Incorporated	6078	Repair Supplies for Metro Parking Deck	227.51
498	7060	Supplies - Parking Lots	1057 Menard Incorporated	6084	Repair Supplies for Metro Parking Deck	186.68
499	7060	Supplies - Parking Lots	1057 Menard Incorporated	6095	PVC Enclosure for Metro Deck Repairs	17.13
500	7060	Supplies - Parking Lots	1047 Home Depot Credit Svcs	9612954	Batteries for Door Locks at Parking Decks	38.74
501	7060	Supplies - Parking Lots	2313 City Electric Supply Company (CES)	DEP/059667	Light Bulbs for Metropolitan Parking Deck Elevator	168.56
Total 510 - City Owned Parking Fund					656.75	

Fund: 520 - Metra Leased Parking Fund						
502	6025	Administrative Services	7960 Passport Labs Inc	INV-1033712	Mobile Pay Parking Transaction Fee for Sept 2022	335.22
503	6305	R&M Equipment	1728 Total Parking Solutions Inc	105990	Cumberland & Miner St. Pay Station Repairs - 10/14/22	824.50
504	7540	Land Lease	1165 Union Pacific Railroad Company	Aug 2022	Parking Fees for August 2022	1,460.55

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
505	7540	Land Lease	1165 Union Pacific Railroad Company	Sept 2022	Parking Fees for Sept 2022	2,025.11
Total 520 - Metra Leased Parking Fund					4,645.38	

Fund: 600 - Risk Management Fund						
506	5345	Post-Employment Testing	7133 Mid-West Truckers Association Inc	14515	2 Pre-Employment Queries - 09/01/2022	15.00
507	5345	Post-Employment Testing	7133 Mid-West Truckers Association Inc	14719	9 Post-Employment DOT Tests - 09/14/2022	792.00
508	5345	Post-Employment Testing	1267 Northwest Community Hospital	28390	1 PD Post-Employment Accident Test 8/26/2022	91.00
509	5545	MICA Deductible	1061 Municipal Insurance Cooperative Agency	3409938 051446	MICA Claim Deductible 05/05/2021 L003409938	1,000.00
510	5545	MICA Deductible	1061 Municipal Insurance Cooperative Agency	3778217 051447	MICA Claim Deductible 05/26/2022 L003778217	747.58
511	5545	MICA Deductible	1061 Municipal Insurance Cooperative Agency	3778219 051427	MICA Claim Deductible 05/29/2022 L003778219	1,000.00
512	5570	Self Insured P&L Expense	4280 Rush Truck Centers of Illinois Inc	3029729474	Supplemental Repairs - PW 9032 - 10/14/2022	2,435.06
513	5570	Self Insured P&L Expense	4280 Rush Truck Centers of Illinois Inc	3029730762	Accident Repair - PW 9032 - 10/14/2022	30,218.38
514	6000	Professional Services	8580 Ready Rebound LLC	2395	Consulting-Orthopedic Patient Navigator Contract Oct 2022	905.74
515	6005	Legal Fees	8133 Elrod Friedman LLP	10052	9-22 Non-Retainer PSEBA Proceedings	5,523.00
Total 600 - Risk Management Fund					42,727.76	

Fund: 610 - Health Benefits Fund						
516	6195	Miscellaneous Contractual Services	8374 Wex Health Incorporated	0001603205-IN	Commuter, FSA, and COBRA Monthly Admin Fees Sept 2022	707.50
Total 610 - Health Benefits Fund					707.50	

Fund: 700 - Escrow Fund						
517	2229	Event - Holiday Lighting	6018 A Moon Jump 4-U Incorporated	11749325	Deposit for Decor for Tree Lighting 12/2-12/3/22	490.00
518	2229	Event - Holiday Lighting	4631 Sparkles Entertainment Incorporated	221202-11CDP	Santa Visit Balance Due for Holiday Tree Lighting on December 2	425.00
519	2430	Escrow - Police Items	1320 IL State Police	Cost 01755-09/22	Fingerprint Background Check Services Sept 2022	28.25
520	2460	Refundable Bonds	8719 Roman, Helen	Refund 9/30/2022	Bond Refund -1041 North Avenue-Permit #2020-03000067	5,000.00
521	2464	Hydrant Deposits	3772 Rivers Casino	Refund 10/19/22	Hydrant Refund 10/19/2022	1,100.00
522	2493	Escrow - CED Development	8133 Elrod Friedman LLP	10041	9-22 Reimb Redevelopment	80.00
523	2493	Escrow - CED Development	8133 Elrod Friedman LLP	10042	9-22 Reimb Redevelopment	420.00
524	2493	Escrow - CED Development	8133 Elrod Friedman LLP	10044	9-22 Reimb Redevelopment	1,368.00
525	2493	Escrow - CED Development	8133 Elrod Friedman LLP	10095	9-22 Reimb Redevelopment	10.21
526	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	188784	Legal Notice 10/5/2022 for PZB Mtg 10/25/2022	95.20
527	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	188784	Legal Notice 10/5/2022 for PZB Mtg 10/25/2022	95.22
528	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	188784	Legal Notice 10/5/2022 for PZB Mtg 10/25/2022	95.20
Total 700 - Escrow Fund					9,207.08	

Grand Total					3,039,071.75
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City of Des Plaines

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Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fund: 100 - General Fund						
City Administration						
Division: 230 - Information Technology						
529	6015	Communication Services	1010 AT&T Mobility	28702533395910 22	Communication Service 09/04-10/03/2022	129.45
Total 230 - Information Technology					129.45	
Total 20 - City Administration					129.45	
Department: 30 - Finance						
530	5320	Conferences	8717 Arroyo, Susana	Reimb 9/18-9/22	IGFOA Moving Finance Forward Conf 09/18-09/20/22-Accounting Mgr	208.75
Total 30 - Finance					208.75	
Public Works & Engineering						
Division: 535 - Facilities & Grounds Maintenance						
531	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	0974878	Six Replacement Windows for Fire Station 61	17,426.18
532	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2021185	Window Install Supplies for Fire Station #61	47.96
533	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2390454	Window Install Supplies for Fire Station #61	99.98
534	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	3021015	Supplies to Install Door System & Windows at Fire Station #61	420.49
535	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	3390410	Supplies to Install Door System & Windows at Fire Station #61	142.32
536	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	3462142	Composite Shims for Fire Station #61	13.68
Total 535 - Facilities & Grounds Maintenance					18,150.61	
Division: 540 - Vehicle Maintenance						
537	6195	Miscellaneous Contractual Services	8504 Verizon Connect Fleet USA LLC	362000031492	Vehicle Diagnostic System Sept 2022	1,424.75
538	7120	Gasoline	7349 Wex Inc	84030925	Fuel Purchases 09/30/2022	496.64
539	7130	Diesel	7349 Wex Inc	84030925	Fuel Purchases 09/30/2022	225.16
Total 540 - Vehicle Maintenance					2,146.55	
Total 50 - Public Works & Engineering					20,297.16	
Police Department						
Division: 630 - Support Services						
540	6015	Communication Services	1009 AT&T	847R18054609-22	Communication Service 09/28-10/27/2022	63.68
541	6015	Communication Services	1032 Comcast	10/06/22 x7069	Internet/Cable Service 10/10-11/09/2022	89.95
Total 630 - Support Services					153.63	
Total 60 - Police Department					153.63	
Department: 90 - Overhead						
542	6140	Leases	3827 Pitney Bowes Inc	3105589970	Mailing Machine Lease 06/30-09/29/2022	1,032.72
Total 90 - Overhead					1,032.72	
Total 100 - General Fund					21,821.71	
Fund: 600 - Risk Management Fund						
543	5550	Excess Insurance	7712 Marsh USA Inc	276842182642	MWRD Required Pollution Liability Binder 09/17/2022-09/17/2025	20,715.00
Total 600 - Risk Management Fund					20,715.00	
Grand Total					42,536.71	

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JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund					
City Administration					
Division: 210 - City Manager					
544	6195	Miscellaneous Contractual Services	8153 Zoom Video Communications Inc	PC - 38118 Zoom Subscription 9/26/22-10/25/22 - City Manager	14.99
Total 210 - City Manager					14.99
Division: 230 - Information Technology					
545	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 38177 Desplaine theater/Desplaine theatre Domain Renewal 9/4/22-9/3/24	171.94
546	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 38184 Monthly Secure Express Renewal 9/20/22 - 10/18/22	7.99
547	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 38190 Dpcitynet/Cityofdesplaines/Desplaine s Renewal 9/26/22 - 10/24/22	14.97
548	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 38191 Monthly Dpcitynet.com Renewal 9/27/22 - 10/25/22	4.99
549	7200	Other Supplies	4348 Amazon.Com	PC - 38173 K Cup Holder and Silverware Tray for IT Department	51.40
550	7200	Other Supplies	4348 Amazon.Com	PC - 38174 Energizer AA and AAA Batteries for City Use	62.94
551	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 38172 GlobalSat USB GPS Received for City Use	119.98
552	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 38175 Tripp Lite 36-Port Rackmount Fiber Enclosure for IT Department	819.15
553	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 38176 Amazon Web Services - Fraud Charge	15.05
554	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 38178 Glass Whiteboard Refund for IT Department	(450.99)
555	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 38179 Scanner Exchange Roller Kit for IT Department	134.17
556	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 38180 Fiber Patch Cables for IT Department	279.96
557	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 38181 Logitech Webcam for City Use	340.60
558	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 38182 Logitech Wireless Keyboard and Mouse Combo for City Use	116.50
559	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 38183 Western Digital 500GB Hard Drives for City Use	55.92
560	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 38186 NETGEAR USB Wi-Fi Adapter for City Use	146.58
561	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 38187 Cisco Catalyst 1000 Switch for City Use	343.14
562	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 38188 Credit for Disputed Item from August 2022	(15.05)
563	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 38189 Fraud Credit from Sept 2022	(15.05)
564	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 38192 Dell 12V AC Adapters for City Use	29.55
565	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 38193 Fiber Patch Cables for IT Department	95.12
566	8010	Furniture & Fixtures	4348 Amazon.Com	PC - 38185 Industrial Bar Stools for IT Department	201.01
Total 230 - Information Technology					2,529.87

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Division: 240 - Media Services						
567	5310	Membership Dues	8480 Government Social Media LLC	PC - 38026	Membership Fees 9/14/22-9/14/23-Dir of Media	79.00
568	5325	Training	4444 Misc Vendor for Procurement Card	PC - 38140	FAA Exam for Drone Pilot Operation - Taken on 9/29/2022	175.00
569	6108	Public Relations & Communications	1076 Sam's Club Direct	PC - 38027	Des Plaines Youth Comm Appreciation Refreshments 09/24/2022	281.04
570	6108	Public Relations & Communications	1076 Sam's Club Direct	PC - 38029	Giveaways for Youth Commission Event on 9/24/22	34.24
571	6195	Miscellaneous Contractual Services	6441 Issuu Inc	PC - 38023	Subscription to Interactive Publishing Tool 9/9/22-9/9/23-Media	420.00
572	6195	Miscellaneous Contractual Services	5093 Dropbox Inc	PC - 38028	Subscription-Dropbox File Sharing 9/22/22-9/22/23 Media Dept	119.88
573	6535	Subsidy - Youth Commission	7759 Vistaprint Netherlands BV	PC - 38058	Youth Commission Sticker Roll Labels 09/09/2022	200.80
574	6535	Subsidy - Youth Commission	7759 Vistaprint Netherlands BV	PC - 38059	Tax Refund for Youth Commission Sticker Roll Labels 09/12/2022	(11.81)
575	6535	Subsidy - Youth Commission	4348 Amazon.Com	PC - 38060	Youth Commission Event Supplies for 9/24/22	49.94
576	6535	Subsidy - Youth Commission	4348 Amazon.Com	PC - 38061	Youth Commission Event Supplies for 9/24/22	31.95
577	6535	Subsidy - Youth Commission	4348 Amazon.Com	PC - 38062	Youth Commission Event Supplies for 9/24/22	51.73
578	6535	Subsidy - Youth Commission	4348 Amazon.Com	PC - 38063	Youth Commission Event Supplies for 9/24/22	11.86
579	6535	Subsidy - Youth Commission	6928 Fun Express LLC	PC - 38064	Youth Commission Craft Supplies for 9/14/22 Event	492.23
580	6535	Subsidy - Youth Commission	5500 4imprint Inc	PC - 38065	500 Youth Commission Logo Plastic Bags - 09/21/2022	434.63
581	6535	Subsidy - Youth Commission	8712 Citywide Printing	PC - 38109	DPYC Community Appreciation Postcards 09/15/2022	104.00
582	6535	Subsidy - Youth Commission	7456 Giuseppe's Incorporated	PC - 38110	3 Pizzas DPYC Life Students 09/19/2022	63.45
583	7000	Office Supplies	4348 Amazon.Com	PC - 38057	File Folders for Office	11.99
584	7310	Publications	1456 Chicago Tribune	PC - 38021	9/1/22-09/28/22 City Manager Subscription	15.96
585	7310	Publications	1456 Chicago Tribune	PC - 38022	9/2/22-9/29/22 Media Services Subscription	15.96
586	7310	Publications	1456 Chicago Tribune	PC - 38030	Clerk's Subscription 9/28/22-10/25/22	15.96
587	7310	Publications	1456 Chicago Tribune	PC - 38031	City Manager Subscription 9/29/22-10-26/22	19.96
588	7310	Publications	1456 Chicago Tribune	PC - 38032	Media Services Subscription 9/30/22-10/27/22	19.96
589	7320	Equipment < \$5,000	1091 B&H Photo-Video	PC - 38139	2 Uninterrupted Power Supplies for Console in DPTV Control Room	399.98
Total 240 - Media Services					3,037.71	
Division: 250 - Human Resources						
590	5325	Training	4436 Computer Training Source Inc	PC - 38100	10 Business Coupons for Computer Training Courses	3,390.00

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
591	5335	Travel Expenses	5410 Eagle Ridge Resort	PC - 38104	Hotel Deposit-Collective Bargaining Simulation 9/12-9/14-HR Dir	194.49
592	6100	Publication of Notices	5760 LinkedIn	PC - 38099	Job Ad: Media Specialist 8/24-8/31/22	317.45
593	6100	Publication of Notices	5760 LinkedIn	PC - 38106	Job Ad: Building Official 9/1-9/21/22	518.67
594	7000	Office Supplies	1644 Warehouse Direct Inc	PC - 38101	1 Pad for Easel	72.53
595	7000	Office Supplies	1644 Warehouse Direct Inc	PC - 38105	1 Easel Display	53.80
Total 250 - Human Resources					4,546.94	

Division: 260 - Health & Human Services						
596	6530	Subsidy - Community Outreach	7921 Aldi	PC - 38102	4 Aldi Gift Cards for Social Services	100.00
597	6530	Subsidy - Community Outreach	1037 Des Plaines Enterprises Inc	PC - 38103	20 McDonald's Gift Cards for Social Services	212.95
Total 260 - Health & Human Services					312.95	

Total 20 - City Administration					10,442.46
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Department: 30 - Finance						
598	5320	Conferences	5081 Marriott	PC - 38108	2022 MICA Board Mtg 09/20-09/21/2022-Asst City Mgt/Dir of Finance	199.88
599	5320	Conferences	1440 IGFOA IL Government Finance Officers Assoc	PC - 38168	IGFOA Conference - Accounting Manager - 09/18-09/20/2022	350.00
600	7000	Office Supplies	4348 Amazon.Com	PC - 38169	2 Packs of Gel Pens	21.48
601	7300	Uniforms	1538 Lands' End Business Outfitters	PC - 38171	Uniforms for Finance Department	1,103.97
Total 30 - Finance					1,675.33	

Community Development						
Division: 410 - Building & Code Enforcement						
602	7310	Publications	1447 International Code Council Inc	PC - 38129	Code Books for Building, Residential, IECC Code, Energy Conserv	701.45
603	8010	Furniture & Fixtures	4392 Office Furniture Resources	PC - 38125	6 Lotta Task Chairs, 1 Sit to Stand Desk, 1 Ignition Task Chair	1,250.00
Total 410 - Building & Code Enforcement					1,951.45	

Division: 420 - Planning & Zoning						
604	5320	Conferences	7034 American Planning Association - Illinois Chapter	PC - 38128	APA IL State Conference for Senior Planner 9/28-9/30/2022	425.00
605	7000	Office Supplies	4348 Amazon.Com	PC - 38127	4 Car Wipe Sets for Inspectors, 3 Packs of Pens	34.22
606	7300	Uniforms	1538 Lands' End Business Outfitters	PC - 38130	2 Jackets, 2 Polos and 1 Sweater for CED Department	194.07
Total 420 - Planning & Zoning					653.29	

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
Division: 430 - Economic Development					
607	7200	Other Supplies	4348 Amazon.Com	PC - 38126 4 Car Wipe Sets for Inspectors, 3 Packs of Pens	61.16
Total 430 - Economic Development					61.16

Total 40 - Community Development					2,665.90
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Public Works & Engineering						
Division: 530 - Street Maintenance						
608	5310	Membership Dues	5441 International Society of Arboriculture	PC - 38095	ISA Membership - Foreman - 12/18/2022-12/17/2023	190.00
609	5310	Membership Dues	5441 International Society of Arboriculture	PC - 38096	ISA Membership Dues - Superintendent - 12/18/2022-12/17/2023	190.00
610	5325	Training	4444 Misc Vendor for Procurement Card	PC - 38098	Continuing Education Training - Superintendent - 09/26/2022	10.00
611	5325	Training	1252 NIPSTA	PC - 38197	Flagger Training - 2 Maintenance Operators - 09/21/2022	184.50
612	5325	Training	1252 NIPSTA	PC - 38198	Snow Simulator Training - 2 Maintenance Operators - 10/18/2022	307.50
613	6195	Miscellaneous Contractual Services	7706 Lakeshore Recycling Systems LLC	PC - 38097	Street Sweeping-Downtown and Bike Lanes-7/01, 7/15 and 8/26/22	918.00
Total 530 - Street Maintenance					1,800.00	

Division: 535 - Facilities & Grounds Maintenance						
614	5325	Training	1252 NIPSTA	PC - 38195	Flagger Training - Maintenance Operator - 09/21/2022	92.25
615	6315	R&M Buildings & Structures	7689 Ambius	PC - 38024	August 2022 Monthly Bill for Plant Maintenance	714.08
616	6315	R&M Buildings & Structures	7689 Ambius	PC - 38025	September 2022 Monthly Bill for Plant Maintenance	714.08
617	7030	Supplies - Tools & Hardware	4348 Amazon.Com	PC - 38201	2 Floor Tools	47.98
618	7045	Supplies - Building R&M	1939 Northern Tool & Equipment	PC - 38019	Vehicle Air Line Fittings and Line for Tire Room	242.98
619	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 38194	Locks for Electric Panels - Food Pantry	127.98
620	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 38196	Emergency Light Battery - EMA	28.17
621	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 38202	Cable for Door Locks - Fire Station 61	89.19
Total 535 - Facilities & Grounds Maintenance					2,056.71	

Division: 540 - Vehicle Maintenance						
622	5325	Training	4444 Misc Vendor for Procurement Card	PC - 38034	EVT Training - Mechanic - 10/02-10/07/2022	750.00
623	5325	Training	4837 Radisson Hotel	PC - 38036	Hotel Service Fee for Cancellation 10/03-10/07/22-Mechanic	14.99
624	5325	Training	7048 EVT Certification Commission Inc	PC - 38037	Ambulance/Fire Apparatus Certification 10/03-10/07/22-Mechanic	120.00

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
625	5325	Training	4837 Radisson Hotel	PC - 38039	Hotel-Amb/Fire Apparatus Certification 10/03-10/07/22-Mechanic	1,112.89
626	7020	Supplies - Safety	4348 Amazon.Com	PC - 38137	Winter Gear - Mechanic	255.97
627	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 38038	Air Filters	26.84
628	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 38040	Air Filters	26.84
629	7040	Supplies - Vehicle R&M	1671 Terminal Supply Company	PC - 38035	Connectors for Stock	727.16
630	7040	Supplies - Vehicle R&M	5193 Fast MRO Supplies Inc	PC - 38042	Glass, Interior Car and Brake Part Cleaner - Sewer and PW Stock	311.35
631	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 38044	LED Head Lights	560.26
632	7320	Equipment < \$5,000	4444 Misc Vendor for Procurement Card	PC - 38033	Saw Blade - PW Shop Equipment	121.02
Total 540 - Vehicle Maintenance					4,027.32	

Total 50 - Public Works & Engineering	7,884.03
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Police Department						
Division: 610 - Uniformed Patrol						
633	5325	Training	4360 Paypal	PC - 38067	IL Assoc of Prop and Evidence Seminar (1 Ofc) 10/5-10/7/2022	475.00
634	5325	Training	4444 Misc Vendor for Procurement Card	PC - 38077	Lodging for 1 Ofc Crash Investigation 1 9/12-9/16/2022	449.46
635	5325	Training	4444 Misc Vendor for Procurement Card	PC - 38078	Lodging for 1 Ofc Crash Investigation 1 9/12-9/16/2022	449.46
636	5325	Training	4444 Misc Vendor for Procurement Card	PC - 38085	Lodging for 1 Ofc-Crash Investigation 1 9/19-9/23/2022	472.16
637	5325	Training	4444 Misc Vendor for Procurement Card	PC - 38086	Lodging for 1 Ofc-Crash Investigation 1 9/19-9/23/2022	472.16
638	5325	Training	4444 Misc Vendor for Procurement Card	PC - 38089	Immediate Trauma Care Instructor 1 Ofc, 10/11-10/13/2022	479.02
639	7000	Office Supplies	4348 Amazon.Com	PC - 38070	Bulletin Board, Cork Board, Easels, Batteries, Markers, Plates	213.65
640	7200	Other Supplies	4348 Amazon.Com	PC - 38069	Bulletin Board, Cork Board, Easels, Batteries, Markers, Plates	87.98
641	7200	Other Supplies	4348 Amazon.Com	PC - 38076	Disinfectant Spray	41.90
642	7200	Other Supplies	4348 Amazon.Com	PC - 38082	Calculator for ET Program	32.74
643	7200	Other Supplies	4348 Amazon.Com	PC - 38107	ET Supplies, (2) Calculator, (2) Compass, Ruler, Etc.	122.94
644	7200	Other Supplies	4348 Amazon.Com	PC - 38164	Rubber Flat Washers and Camera Quick Release Mount. ET Program	17.59
645	7200	Other Supplies	4348 Amazon.Com	PC - 38165	10 Packs of Tripod Mounting Adapter Screws for ET Program	11.96
646	7200	Other Supplies	4348 Amazon.Com	PC - 38166	Refund for Rubber Flat Washers	(2.90)
647	7200	Other Supplies	4348 Amazon.Com	PC - 38167	Refund for ET Program Tripod	(11.96)
Total 610 - Uniformed Patrol					3,311.16	

Division: 620 - Criminal Investigation						
648	6015	Communication Services	8347 Browning Trail Cameras	PC - 38020	Cell Connection- Trail Camera for Surveillance 9/18-10/18/2022	29.99
Total 620 - Criminal Investigation					29.99	

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Division: 630 - Support Services						
649	5310	Membership Dues	4444 Misc Vendor for Procurement Card	PC - 38093	Natl Information Officers Assoc Dues 9/29/2022-9/28/2023-1 Ofcr	80.00
650	5325	Training	4444 Misc Vendor for Procurement Card	PC - 38079	Lodging for Threat Assessment Class (2 Ofc) 1/10-1/12/2023	241.16
651	7000	Office Supplies	4348 Amazon.Com	PC - 38072	Desk Organizers, Paper Plates	23.92
652	7000	Office Supplies	4348 Amazon.Com	PC - 38074	Copy Paper	39.68
653	7000	Office Supplies	4348 Amazon.Com	PC - 38075	Legal Pads	39.98
654	7000	Office Supplies	4348 Amazon.Com	PC - 38080	Flash Drives	38.77
655	7000	Office Supplies	4348 Amazon.Com	PC - 38087	10 Packs of CD/DVD	164.50
656	7000	Office Supplies	4348 Amazon.Com	PC - 38091	Note Pads	39.69
657	7000	Office Supplies	4348 Amazon.Com	PC - 38092	Appointment Book/Planner	16.38
658	7010	Supplies - Community Relations	4444 Misc Vendor for Procurement Card	PC - 38084	Shelter, Table, Chair for Community Events	1,426.00
659	7200	Other Supplies	8244 Des Plaines Ace Hardware	PC - 38046	Refund for Sales Tax from Threadlocker Purchase	(3.00)
660	7200	Other Supplies	8244 Des Plaines Ace Hardware	PC - 38047	Refund for Sales Tax from Battery Purchase	(2.20)
661	7200	Other Supplies	4348 Amazon.Com	PC - 38068	Kraft Paper	22.86
662	7200	Other Supplies	4348 Amazon.Com	PC - 38073	Desk Organizers, Paper Plates	87.98
663	7200	Other Supplies	4348 Amazon.Com	PC - 38081	Plastic Spoons Forks, and Knives	29.95
664	7200	Other Supplies	4348 Amazon.Com	PC - 38083	Water Bottle Cleaning Tablets	21.22
665	7200	Other Supplies	4348 Amazon.Com	PC - 38088	Trash Can Liners	49.99
666	7200	Other Supplies	4177 Uline Inc	PC - 38090	Prisoner Property Bags (5)	376.89
667	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 38052	Torque Driver Set	112.00
668	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 38071	Paper Shredder	32.43
669	7525	Meals	2318 Jewel Food Stores	PC - 38141	Prisoner Meals (3) Hot Pocket	11.37
Total 630 - Support Services					2,849.57	

Total 60 - Police Department	6,190.72
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Fire Department						
Division: 100 - Administration						
670	6310	R&M Vehicles	4444 Misc Vendor for Procurement Card	PC - 38142	Car Wash 09/01/2022 Vehicle 6101 - Deputy Chief	15.00
671	6310	R&M Vehicles	8555 Speedy Shine Car Wash	PC - 38144	Car Wash 09/19/2022 Vehicle 6101 - Deputy Chief	16.00
672	6310	R&M Vehicles	8555 Speedy Shine Car Wash	PC - 38145	Car Wash 09/27/2022 Vehicle 6101 - Deputy Chief	6.00
673	7200	Other Supplies	4348 Amazon.Com	PC - 38115	1 Pack of iPhone Chargers	17.98
674	7300	Uniforms	4444 Misc Vendor for Procurement Card	PC - 38158	Name Plate Sewn on Bunker Coat - Division Chief	22.50
675	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 38146	Digital Pencil for iPad, iPad Case - Deputy Chief	195.80
Total 100 - Administration					273.28	

Division: 710 - Emergency Services						
676	5325	Training	4348 Amazon.Com	PC - 38113	8 Extreme Ownership Books	115.92
677	5325	Training	4444 Misc Vendor for Procurement Card	PC - 38114	8 Fire and Emergency Services Company Officer Books	636.00
678	5325	Training	4444 Misc Vendor for Procurement Card	PC - 38159	High Rise Ops. Training 12/6-12/822-Div. Chief, Batt. Chief	1,100.00
679	5325	Training	1317 IL EPA	PC - 38161	Fee to Review Asbestos Notification Form for Training at Romano's (Event Canceled)	153.38

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
680	6305	R&M Equipment	2240 United Radio Communications	PC - 38112 Credit for Duplicate Payment on Invoice -109030411-1	(724.75)
681	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 38157 2 Packs Wide Duct Tape - Station 61	121.60
682	7200	Other Supplies	7261 FireCraft Safety Products LLC	PC - 38111 2 Dual Sensors, Quad Mix, Hydrogen Cyanide, 2 HCN Sensors	2,066.08
683	7200	Other Supplies	4348 Amazon.Com	PC - 38143 5 Liquid Fabric Softener for Hose Preparation	27.22
684	7200	Other Supplies	4348 Amazon.Com	PC - 38160 12 Pack of Photo Frames	55.69
685	7320	Equipment < \$5,000	1557 Abt Electronics & Appliances	PC - 38153 Replacement Dishwasher - Station 61	964.00
686	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 38154 3 Locking Carabiners - New Hires	113.35
687	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 38155 Tubular Webbing Nylon Strap for Rescue - New Hires	242.24
688	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 38156 Replacement Shop Vacuum - Station 61	116.22
Total 710 - Emergency Services					4,986.95

Division: 720 - Fire Prevention					
689	7200	Other Supplies	4444 Misc Vendor for Procurement Card	PC - 38119 14 Tablecloths for Open House	18.00
690	7200	Other Supplies	4444 Misc Vendor for Procurement Card	PC - 38121 Fabric for Burn Trailer Demonstration - Open House	26.21
691	7200	Other Supplies	4348 Amazon.Com	PC - 38122 Carabiner Clips, 2 Photo Frames for Open House	35.96
692	7200	Other Supplies	4348 Amazon.Com	PC - 38123 2 Packs of 1000 Raffle Tickets for Open House	23.81
693	7550	Miscellaneous Expenses	4390 Restaurant Depot	PC - 38120 10-Lb Pack of Hot Dogs for Open House	53.22
694	7550	Miscellaneous Expenses	4390 Restaurant Depot	PC - 38124 9 -10 Lb Packs of Hot Dogs for Open House	473.07
Total 720 - Fire Prevention					630.27

Division: 730 - Emergency Management Agency					
695	7200	Other Supplies	4348 Amazon.Com	PC - 38151 Set of 4 Dry Erase Surface Cleaner	17.99
696	7200	Other Supplies	4348 Amazon.Com	PC - 38152 3 Whiteboard Eraser Refills, Coffee, Hand Warmers	71.58
Total 730 - Emergency Management Agency					89.57

Total 70 - Fire Department					5,980.07
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Total 100 - General Fund					34,838.51
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Fund: 260 - Asset Seizure Fund					
Program: 0000 - Non Program					
697	5325	Training	8667 D5 Ranges Inc	PC - 38051 Range Rental for TRT 9/21/2022	300.00
698	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 38053 2 Tactical Shooters Sleeves for Marksman	67.03
Total 0000 - Non Program					367.03

Program: 2620 - DEA					
699	7200	Other Supplies	1722 Brownells Inc	PC - 38048 Copper Solvent, Crush Washers, AR Chamber Brush, Bore Cleaner	90.87
700	7200	Other Supplies	1722 Brownells Inc	PC - 38050 Lead Sled, Bore Snakes, Patches	35.66

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
701	8015	Equipment	1722 Brownells Inc	PC - 38049	Lead Sled, Bore Snakes, Patches	156.69
Total 2620 - DEA					283.22	

Program: 2640 - Forfeit						
702	6115	Licensing/Titles	1744 IL Secretary of State	PC - 38162	Squad 3 Vehicle Registration for 2022 Lic# CB24087	154.40
703	6115	Licensing/Titles	1744 IL Secretary of State	PC - 38163	Squad 80 Vehicle Registration for 2022 Lic#S800647	154.40
704	7200	Other Supplies	7186 Bentley's Pet Stuff-SC	PC - 38116	Food for K9 Jager 9/9/2022	89.99
705	7200	Other Supplies	7186 Bentley's Pet Stuff-SC	PC - 38117	Food for K9 Jager 9/29/2022	89.99
Total 2640 - Forfeit					488.78	

Total 260 - Asset Seizure Fund					1,139.03
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Fund: 400 - Capital Projects Fund						
706	5325	Training	4444 Misc Vendor for Procurement Card	PC - 38054	AutoDesk Conf Hotel Room 09/27-09/30/2022-Asst Dir PW/ENG	220.62
707	5325	Training	6613 Ventra Mobile	PC - 38055	AutoDesk Conf Transportation Expense 09/27/2022-Asst Dir PW/ENG	16.95
708	5325	Training	4444 Misc Vendor for Procurement Card	PC - 38056	AutoDesk Conf Transportation Expense 09/27/2022-Asst Dir PW/ENG	41.40
Total 400 - Capital Projects Fund					278.97	

Fund: 500 - Water/Sewer Fund						
Non Departmental						
Division: 550 - Water Systems						
709	5325	Training	4444 Misc Vendor for Procurement Card	PC - 38094	Sept MCWWA Outdoor Meeting - Superintendent - 09/22/2022	25.00
710	5325	Training	1252 NIPSTA	PC - 38134	Flagger Training - 2 Maintenance Operators - 09/21/2022	92.25
711	5325	Training	1576 Illinois Section American Water Works Association	PC - 38136	2022 Fall Regulatory Update - Superintendent	96.00
712	6195	Miscellaneous Contractual Services	4022 M E Simpson Co Inc	PC - 38131	Leak Detection - 220 Graceland Ave - 5/11/2022	1,100.00
713	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 38138	iPad Screen Protectors	16.98
714	7040	Supplies - Vehicle R&M	5877 Utilimaster Corporation	PC - 38043	A/C O-Ring Kit	26.35
715	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 38199	Exhaust Fan for Central Road Shed	63.93
Total 550 - Water Systems					1,420.51	

Division: 560 - Sewer Systems						
716	5325	Training	1563 American Water Works Assoc (AWWA)	PC - 38132	Refund for Tax Charged for Training Manual	(7.10)
717	7035	Supplies - Equipment R&M	4444 Misc Vendor for Procurement Card	PC - 38045	Swivel Fitting - Sewer 8033	210.59
718	7040	Supplies - Vehicle R&M	5193 Fast MRO Supplies Inc	PC - 38041	Glass, Interior Car and Brake Part Cleaner - Sewer and PW Stock	313.68
719	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 38135	Walkie Talkies	125.99

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
720	7500	Postage & Parcel	1041 Federal Express	PC - 38133	Freight and Insurance for Loaner Camera Transport	307.25
Total 560 - Sewer Systems					950.41	
Total 00 - Non Departmental					2,370.92	
Department: 30 - Finance						
721	7000	Office Supplies	4348 Amazon.Com	PC - 38170	1 Pack of Sharpie Pens	4.00
Total 30 - Finance					4.00	
Total 500 - Water/Sewer Fund					2,374.92	
Fund: 510 - City Owned Parking Fund						
722	7060	Supplies - Parking Lots	4348 Amazon.Com	PC - 38200	Exit Sign at Library Parking Deck	79.99
Total 510 - City Owned Parking Fund					79.99	
Fund: 700 - Escrow Fund						
723	2229	Event - Holiday Lighting	4444 Misc Vendor for Procurement Card	PC - 38066	Holiday Giveaways for Tree Lighting 12/02/2022	230.70
Total 700 - Escrow Fund					230.70	
Grand Total					38,942.12	

City of Des Plaines

Warrant Register 11/07/2022

Summary

	<u>Amount</u>		<u>Transfer Date</u>
Automated Accounts Payable	\$ 3,039,071.75	**	11/7/2022
Manual Checks	\$ 42,536.71	**	10/21/2022
Payroll	\$ 1,342,904.09		10/21/2022
RHS Payout	\$ -		
Electronic Transfer Activity:			
JPMorgan Chase Credit Card	\$ 38,942.12	**	10/25/2022
Chicago Water Bill ACH	\$ 95,632.14		10/31/2022
Postage Meter Direct Debits	\$ 6,000.00	*	10/24/2022
Postage Meter Direct Debits	\$ 7,177.64		10/17/2022
Utility Billing Refunds	\$ 1,686.67		10/19/2022
Prop Purch FEMA 1700 Hawthorne Tce.	\$ 321,000.00		10/13/2022
Debt Interest Payment	\$ -		
IMRF Payments	\$ 124,315.26		10/7/2022
Employee Medical Trust	\$ -		
Total Cash Disbursements:	<u>\$ 5,019,266.38</u>		

* Multiple transfers processed on and/or before date shown

** See attached report

Adopted by the City Council of Des Plaines

This Seventh Day of November 2022

Ayes _____ Nays _____ Absent _____

Jessica M. Mastalski, City Clerk

Andrew Goczkowski, Mayor



FINANCE DEPARTMENT

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

MEMORANDUM

Date: October 26, 2022

To: Michael Bartholomew, City Manager

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

Subject: 2022 Property Tax Levy Resolution

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

Issue: Each year the City complies with the Illinois Truth in Taxation Act (ITTA) requirements as it pertains to the issuance of the property tax levy. The ITTA requires the City to provide notice and conduct a public hearing if the proposed aggregate levy is 5% or more than the previous year's property tax extension. The aggregate levy is defined as the combination of the annual corporate levy and all other special purpose levies. The aggregate levy does not include debt service levies and levies made for the purpose of paying amounts due under public building commission leases. Under the ITTA, the City would be prohibited from levying any amount greater than 5% of the previous year's property tax extension if we failed to comply with this specific notice and hearing provisions.

Analysis: The first step in complying with the requirements of the ITTA is to determine whether the 2022 estimated aggregate levy is 5% or more than the 2021 property tax extension. Below is a breakdown of the 2021 property tax extension as compared to the 2022 estimated aggregate levy:

2021 Property Tax Extension		2022 Estimated Property Tax Levy			
Fund	Amount	Fund	Amount	+/- %	+/- \$
Corporate Fund	8,435,904	Corporate Fund	8,190,198	-2.91%	(245,706)
Police Pension Fund	8,550,506	Police Pension Fund	8,475,455	-0.88%	(75,051)
Fire Pension Fund	8,237,415	Fire Pension Fund	7,823,497	-5.02%	(413,918)
Library Board Fund	6,283,000	Library Board Fund	6,100,000	-2.91%	(183,000)
ITTA Aggregate Property Tax Extension	31,506,825	ITTA Aggregate Property Tax Levy	30,589,150	-2.91%	(917,675)

Since the 2022 estimated aggregate levy is below the 5% of the 2021 property tax extension (-2.91% decrease), the City is not required to publish a legal notice and hold a public hearing. However, I recommend publishing a legal notice and holding a public hearing as it would provide the City Council with increased flexibility in determining the 2022 property tax levy amount and more opportunity for public input.

Below is a schedule of the key dates and actions that must be observed in order to facilitate the review and approval of the 2022 property tax levy:

November 7	Approval of the 2022 Proposed Property Tax Levy Resolution and Public Notice
November 7-14	Publication of Property Tax Levy Public Hearing Legal Notice in local newspaper
November 21	Public Hearing on the Property Tax Levy Ordinance 1 st Reading of the Property Tax Levy Ordinance
December 5	2 nd Reading and Approval of the Property Tax Levy Ordinance
December 27	Last day to file the Tax Levy Ordinance with the Cook County Clerk's Office

Attached is a Resolution and Legal Notice for publication to hold the public hearing. The hearing for the 2022 estimated property tax levy is scheduled for Monday, November 21, 2022, at 7:00pm (at the beginning of the regularly scheduled City Council meeting).

Please note that the levy amounts presented in this memorandum and attached documents are preliminary – the City Council may change the levy amounts prior to the final approval of the Tax Levy Ordinance at the December 5th City Council meeting.

Recommendation: I recommend the City Council approve the attached Resolution and Legal Notice for publication and hold the public hearing on the 2022 estimated property tax levy on Monday, November 21, 2022, at 7:00pm (at the beginning of the regularly scheduled City Council meeting).

Attachments:

- Attachment 1 – R- 179-22 – 2022 Property Tax Levy Resolution
- Attachment 2 - Legal Notice – 2022 Tax Levy Public Hearing
- Attachment 3 - 2022 Property Tax Levy (Extended in 2023)

CITY OF DES PLAINES

RESOLUTION R - 179 - 22

A RESOLUTION ESTIMATING THE AMOUNT OF FUNDS NECESSARY TO BE RAISED THROUGH TAXATION UPON THE TAXABLE PROPERTY WITHIN THE CITY.

WHEREAS, Section 60 of the Truth-in-Taxation Law of the State of Illinois, 35 ILCS 200/18-60, provides that the corporate authorities of each taxing district, including the City, must determine, not less than 20 days prior to the adoption of the aggregate tax levy, the amount of money estimated to be necessary to be raised by taxation for the current fiscal year upon the taxable property in the taxing district; and

WHEREAS, the amount of the property tax levy may be changed after adoption of this resolution;

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

SECTION 1: RECITALS. The recitals set forth above are incorporated herein by reference as the factual basis for this Resolution.

SECTION 2: ESTIMATED TAX LEVY. The City Council hereby estimates that \$30,589,150 will be raised by means of *ad valorem* property taxes levied for 2022 tax bills for fiscal year 2023. The City Council hereby finds that this amount is 2.91 percent lower than the amount that was extended upon the levy of the preceding year.

2021 Property Tax Extension		2022 Estimated Property Tax Levy			
<u>Fund</u>	<u>Amount</u>	<u>Fund</u>	<u>Amount</u>	<u>+/- %</u>	<u>+/- \$</u>
Corporate Fund	8,435,904	Corporate Fund	8,190,198	-2.91%	(245,706)
Police Pension Fund	8,550,506	Police Pension Fund	8,475,455	-0.88%	(75,051)
Fire Pension Fund	8,237,415	Fire Pension Fund	7,823,497	-5.02%	(413,918)
<u>Library Board Fund</u>	<u>6,283,000</u>	<u>Library Board Fund</u>	<u>6,100,000</u>	<u>-2.91%</u>	<u>(183,000)</u>
ITTA Aggregate Property Tax Extension	31,506,825	ITTA Aggregate Property Tax Levy	30,589,150	-2.91%	(917,675)
<u>Debt Service Fund</u>	0	<u>Debt Service Fund</u>	0	0%	0
Total Property Tax Extension	31,506,825	Total Property Tax Levy	30,589,150	-2.91%	(917,675)

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

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

- I. A public hearing to approve a proposed property tax levy for the City of Des Plaines, Illinois (the "taxing district") for 2022 will be held at 7:00 PM on November 21, 2022 at Des Plaines City Hall, Room 102, 1420 Miner Street, Des Plaines, Illinois 60016.

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

- II. The corporate and special purpose property taxes extended or abated for 2021 were \$31,506,825.

The proposed corporate and special purpose property taxes to be levied for 2022 are \$30,589,150. This represents a decrease of -2.91% from the previous year.

- III. The property taxes extended for debt service and public building commission leases for 2021 were \$0.00.

The estimated property taxes to be levied for debt service and public building commission leases for 2022 are \$0.00.

- IV. The total property taxes extended or abated for 2021 were \$31,506,825.

The estimated total property taxes to be levied for 2022 are \$30,589,150. This represents a decrease of -2.91% from the previous year.

2022 PROPERTY TAX LEVY
(Collections to occur in the 2023 Budget)

Purpose	2020 Tax Extension	2021 Tax Extension	2022 Tax Levy	Dollar Change 2021	Percent Change 2021
Corporate	9,561,307	8,435,904	8,190,198	(245,706)	-2.91%
Police Pension	8,092,454	8,550,506	8,475,455	(75,051)	-0.88%
Firefighter Pension	7,570,064	8,237,415	7,823,497	(413,918)	-5.02%
Total City	\$ 25,223,825	\$ 25,223,825	\$ 24,489,150	\$ (734,675)	-2.91%
 Library	 6,283,000	 6,283,000	 6,100,000	 (183,000)	 -2.91%
	31,506,825	31,506,825	30,589,150	\$ (917,675)	-2.91%